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

Compiled under the direction of
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U.S. Treaties 27c

Volume 7
DENMARK-
FRANCE

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

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Denmark

FRIENDSHIP, COMMERCE, AND NAVIGATION

Convention signed at Washington April 26, 1826; exchange of notes at Washington April 25 and 26, 1826

Senate advice and consent to ratification May 4, 1826

Ratified by the President of the United States May 6, 1826

Ratified by Denmark August 2, 1826

Ratifications exchanged at Copenhagen August 10, 1826

Entered into force August 10, 1826; operative from April 26, 1826

Proclaimed by the President of the United States October 14, 1826

*Abrogated April 15, 1856*¹

*Renewed, with exception of article 5, by convention of April 11, 1857*²

*Supplemented by additional articles of July 11, 1861*³

*Modified by agreement of May 4 and September 10, 1946*⁴

*Replaced, with exception of articles 8, 9, and 10, July 30, 1961, by treaty of October 1, 1951*⁵

8 Stat. 340; Treaty Series 65⁶

GENERAL CONVENTION OF FRIENDSHIP, COMMERCE AND NAVIGATION, BETWEEN THE UNITED STATES AND H. M. THE KING OF DENMARK

The United States of America and His Majesty, the King of Denmark, being desirous to make firm and permanent the peace and friendship which happily prevail between the two nations, and to extend the commercial relations which subsist between their respective territories and people, have agreed to fix, in a manner clear and positive, the rules which shall in future be observed between the one and the other party, by means of a general con-

¹ Pursuant to notice of abrogation given by the United States Apr. 14, 1855.

² TS 67, *post*, p. 11.

³ TS 68, *post*, p. 14.

⁴ TIAS 1572, *post*, p. 122.

⁵ 12 UST 908; TIAS 4797.

⁶ For a detailed study of this convention, see 3 Miller 239.

vention of friendship, commerce and navigation—With that object, the President of the United States of America has conferred full powers on Henry Clay, their Secretary of State, and His Majesty, the King of Denmark, has conferred like powers on Peter Pedersen, His privy Counsellor of Legation, and Minister Resident near the said States, Knight of the Dannebrog, who, after having exchanged their said full powers, found to be in due and proper form, have agreed to the following Articles:

ARTICLE 1

The contracting parties, desiring to live in peace and harmony with all the other nations of the earth, by means of a policy frank and equally friendly with all, engage, mutually, not to grant any particular 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 were freely made, or on allowing the same compensation, if the concession were conditional.

ARTICLE 2

The 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 and subjects of each may frequent all the coasts and countries of the other (with the exception hereafter provided for in the sixth Article) and reside and trade there in all kinds of produce, manufactures and merchandize, and they shall enjoy all the rights, privileges and exemptions, in navigation and commerce, which native Citizens or subjects do or shall enjoy, submitting themselves to the laws, decrees and usages there established, to which native Citizens or subjects 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 3

They likewise agree that whatever kind of produce, manufacture, or merchandise, of any foreign country, can be, from time to time, lawfully imported into the United States, in vessels belonging wholly to the Citizens thereof, may be also imported in vessels wholly belonging to the subjects of Denmark; and that no higher or other duties upon the tonnage of the vessel or her Cargo shall be levied and collected, whether the importation be made in vessels of the one country, or of the other. And, in like manner, that whatever kind of produce, manufacture or merchandize, of any foreign country, can be, from time to time, lawfully imported into the dominions of the King of Denmark, in the vessels thereof, (with the exception hereafter mentioned in the sixth article) 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 Denmark. Nor shall higher or other charges of any kind be imposed, in the ports of one party, on vessels of the other, than are or shall be payable, in the same ports, by native vessels.

ARTICLE 4

No higher or other duties shall be imposed on the importation into the United States of any article, the produce or manufacture of the dominions of His Majesty, the King of Denmark, and no higher or other duties shall be imposed on the importation into the said Dominions of any article, the produce or manufacture of the United States, than are or shall be payable on the like articles, being the produce or manufacture of any other foreign country. Nor shall any higher or other duties or charges be imposed in either of the two countries, on the exportation of any articles to the United States, or to the dominions of His Majesty, the King of Denmark, respectively, 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 on the exportation or importation of any articles the produce or manufacture of the United States or of the dominions of His Majesty, the King of Denmark, to or from the territories of the United States, or to or from the said dominions, which shall not equally extend to all other nations.

ARTICLE 5

Neither the vessels of the United States nor their cargoes shall, when they pass the Sound or the Belts, pay higher or other duties than those which are or may be paid by the most favoured nation.

ARTICLE 6

The present Convention shall not apply to the Northern possessions of His Majesty, the King of Denmark, that is to say, Iceland, the Ferroe Islands, and Greenland; nor to places situated beyond the Cape of Good Hope, the right to regulate the direct intercourse with which possessions and places, is reserved by the parties respectively. And it is further agreed that this Convention is not to extend to the direct trade between Denmark and the West India Colonies of His Danish Majesty, but in the intercourse with those Colonies, it is agreed that whatever can be lawfully imported into or exported from the said Colonies in vessels of one party from or to the ports of the United States, or from or to the ports of any other foreign country,

may, in like manner, and with the same duties and charges, applicable to vessel and cargo, be imported into or exported from the said Colonies, in vessels of the other party.

ARTICLE 7

The United States and His Danish Majesty mutually agree that no higher or other duties, charges or taxes of any kind shall be levied in the territories or dominions of either party, upon any personal property, money, or effects of their respective Citizens or subjects, on the removal of the same from their territories or dominions reciprocally, either upon the inheritance of such property, money, or effects, or otherwise than are or shall be payable in each State, upon the same, when removed by a Citizen or subject of such State, respectively.

ARTICLE 8

To make more effectual the protection which the United States and His Danish Majesty shall afford, in future, to the navigation and commerce of their respective Citizens and subjects, they agree mutually to receive and admit Consuls and Vice-Consuls in all the ports open to foreign commerce; who shall enjoy in them all the rights, privileges 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 9

In order that the Consuls and Vice-Consuls of the contracting parties may enjoy the rights, privileges 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, which shall be granted gratis, they shall be held and considered as such by all the authorities, magistrates and inhabitants in the Consular District in which they reside.

ARTICLE 10

It is likewise agreed that the Consuls and persons attached to their necessary service, they not being natives 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 inhabitants, native and foreign, of the country in which such Consuls reside, are subject, being in every thing, besides, subject to the laws of the respective States. The Archives and papers of the Consulate shall be respected inviolably, and, under no pretext, whatever, shall any magistrate seize or in any way interfere with them.

ARTICLE 11

The present Convention shall be in force for ten years from the date hereof, 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 the said term of ten years; and it is hereby agreed between them, that, on the expiration of one year after such notice shall have been received by either from the other party, this Convention and all the provisions thereof shall altogether cease and determine.

ARTICLE 12

This Convention 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 His Majesty, the King of Denmark, and the ratifications shall be exchanged in the City of Copenhagen 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 His Danish Majesty have signed and sealed these presents.

Done, in triplicate, at the City of Washington on the twenty-sixth day of April, in the year of our Lord, one thousand eight hundred and twenty six, in the fiftieth year of the Independence of the United States of America.

H. CLAY [SEAL]
 P^r PEDERSEN [SEAL]

EXCHANGE OF NOTES

The Secretary of State to the Danish Minister Resident

The Chevalier PEDERSEN

Minister Resident from Denmark

The undersigned, Secretary of State of the United States, by the direction of the President thereof, has the honor to state to M^r Pedersen, Minister Resident of His Majesty the King of Denmark that it would have been satisfactory to the Government of the United States if M^r Pedersen had been charged with instructions, in the negotiation which has just terminated, to treat of the indemnities due to citizens of the United States in consequence of the seizure, detention and condemnation of their property in the ports of His Danish Majesty. But, as he has no instructions to that effect, the undersigned is directed at and before proceeding to the signature of the Treaty of Friendship, Commerce and Navigation, on which they have agreed, explicitly to declare that the omission to provide for those indemnities is not hereafter to be interpreted as a waiver or abandonment of them by the Government

of the United States, which, on the contrary, is firmly resolved to persevere in the pursuit of them until they shall be finally arranged upon principles of equity and justice. 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 requests that M^r Pedersen will transmit this official declaration to the Government of Denmark. And he avails himself of this occasion to tender to M^r Pedersen assurances of his distinguished consideration.

H. CLAY

DEPARTMENT OF STATE, WASHINGTON,
25, April 1826.

The Danish Minister Resident to the Secretary of State

The Honorable HENRY CLAY,
Secretary of State of the United States.

The undersigned Minister Resident of His Majesty the King of Denmark has the honor herewith to acknowledge having received M^r Clay's official Note of this day, declaratory of the advanced claims against Denmark, not being waived on the part of the United States, by the convention agreed upon and about to be signed, which Note he as requested, will transmit to his Government; and he avails himself of this occasion to renew to M^r Clay assurances of his distinguished Consideration.

P^r PEDERSEN

WASHINGTON, 26, April 1826.

CLAIMS

Convention signed at Copenhagen March 28, 1830

Ratified by Denmark April 2, 1830

Senate advice and consent to ratification May 29, 1830

Ratified by the President of the United States June 2, 1830

Ratifications exchanged at Washington June 5, 1830

Entered into force June 5, 1830

Proclaimed by the President of the United States June 5, 1830

Expired March 28, 1833, upon submission of final report by Board of Commissioners

8 Stat. 402; Treaty Series 66 ¹

CONVENTION BETWEEN THE UNITED STATES OF AMERICA AND HIS MAJESTY THE KING OF DENMARK SIGNED AT COPENHAGEN THE 28TH OF MARCH 1830

The United States of America and His Majesty the King of Denmark, being equally desirous of terminating the discussions which have taken place between Them in respect to the claims and pretensions formed by the citizens of the United States and the subjects of Denmark, having for their object the seizure, detention, condemnation or confiscation of their vessels, cargoes or property whatsoever, within the territory or under the authority of the respective Governments,—have named, for this purpose, and furnished with Their full powers; that is to say, the President of the United States of America, by and with the advice and consent of the Senate, Henry Wheaton, Chargé d’Affaires of the said United States at the Court of His Majesty the King of Denmark, etc; and His Majesty the King of Denmark, the Sieur Ernest-Henry Count de Schimmelmänn, Knight of the Order of the Elephant, Grand Cross of the Order of Dannebrog decorated with the silver Cross of the same Order, His Minister (:intime:) of State, Chief of His Department of foreign Affairs, etc., and the Sieur Paul-Christian de Stemmann, Knight of the Order of the Elephant, Grand-Cross of the Order of Dannebrog, decorated with the silver Cross of the same Order, His Minister (:intime:) of State and of Justice, President of His Danish Chancery, etc; and the said Plenipotentiaries, after having exchanged their full powers, found in good and due form, have agreed upon and concluded the following Articles.

¹ For a detailed study of this convention, see 3 Miller 531.

ARTICLE I

His Majesty the King of Denmark renounces the indemnities which might be claimed from the Government of the United States of America, for the subjects of Denmark, on account of the seizure, detention, condemnation or confiscation of their vessels, cargoes or property whatsoever, under the authority of the said Government; and His Majesty engages moreover to pay to the said Government the sum of Six-Hundred and Fifty Thousand Spanish milled Dollars, on account of the citizens of the United States, who have preferred claims relating to the seizure, detention, condemnation or confiscation of their vessels, cargoes or property whatsoever, by the public and private armed ships, or by the tribunals of Denmark, or in the States subject to the Danish Sceptre.

ARTICLE II

The payment, of the above sum of Six-Hundred and Fifty Thousand Spanish milled Dollars, shall be made in the times and manner following:

On the 31 March 1831—Two-Hundred and Sixteen-Thousand-Six Hundred and Sixty-Six Dollars and two thirds of a Dollar

On the 30 September 1831—Two-Hundred and Sixteen-Thousand-Six Hundred-and Sixty-Six Dollars and two thirds of a Dollar.

On the 30 September 1832—Two-Hundred and Sixteen Thousand-Six Hundred and Sixty-Six Dollars and two thirds of a Dollar.

To the second payment shall be added the interest for that and for the last payment, at four per centum per annum, to be computed from the first payment, on the 31 March 1831.

To the third payment shall also be added the interest for that payment, at four per centum per annum, to be computed from the second payment on the 30 September 1831.

The above sums, thus specified in Spanish milled Dollars, shall be paid in bills of exchange, at fifteen days sight, at Hamburg; for the payment of which the Danish Government shall be responsible.

At the time when the first payment shall be made on the 31 March 1831, two obligations, corresponding to the two last payments to be effected, for the capital and the interest thereof, shall be issued by the Direction for the public debt and the sinking fund of Denmark, to the order of the Department of foreign Affairs of Denmark, and assigned to the Government of the United States. By the said obligations His Majesty the King of Denmark shall acknowledge Himself debtor for the sums not yet paid, to the Government of the United States of America, and the same shall be delivered to such person or persons, as may be authorized to receive the same by the said Government; and when the said obligations are to be discharged according to the tenor thereof, by the Danish Government, the person or persons authorized by the Government of the United States to receive the stipulated payments, shall

deliver up the said obligations, with receipts, for the amount thereof, from the said Government.

ARTICLE III

To ascertain the full amount and validity of the claims mentioned in Article I, a Board of commissioners, consisting of three citizens of the United States, shall be appointed by the President, by and with the advice and consent of the Senate, who shall meet at Washington, and within the space of two years, from the time of their first meeting, shall receive examine and decide upon the amount and validity of all such claims, according to the merits of the several cases and to justice, equity and the law of nations.

The commissioners shall take an oath or affirmation, to be entered in the journal of their proceedings, for the faithful and diligent discharge of their duties.

In case of the death, sickness or necessary absence of any commissioner, his place may be supplied by the appointment of another commissioner, in the manner before mentioned, or, during the recess of the Senate, by the President of the United States.

The commissioners shall be authorized to hear and examine, on oath, or affirmation, every question relating to such claims, and to receive all suitable, authentic testimony concerning the same.

In order to facilitate the proceedings of this Board, His Majesty the King of Denmark engages, when thereunto required, to cause to be delivered to any person or persons, who shall be duly authorized, for that purpose, by the Government of the United States, in addition to the papers already delivered, all the acts, documents, ship's papers and prize proceedings, which may still remain in the Archives of the High-Court of Admiralty or the Prize Tribunals of Denmark, relating to the seizure, detention, condemnation or confiscation of the vessels, cargoes or property whatsoever belonging to the citizens of the United States of America before the said tribunals.

The commissioners shall award and cause to be distributed, among the several parties, whose claims shall be allowed by the Board, the sum mentioned in Article I and II, in a rateable proportion to the amount of the respective claims thus allowed.

ARTICLE IV

In consideration of the renunciation and payments mentioned in Article I and II, on the part of His Majesty the King of Denmark, the Government of the United States declares Itself entirely satisfied, not only in what concerns the said Government, but also in what concerns the citizens of the said United States, on account of the claims hitherto preferred or which may hereafter be preferred relating to the seizure, detention, condemnation or confiscation of their vessels, cargoes or property whatsoever, which in the last maritime war of Denmark have taken place under the flag of Denmark,

or in the States subject to the Danish Scepter; and the said claims shall consequently be regarded as definitively and irrevocably terminated.

ARTICLE V

The intention of the two High Contracting Parties being solely to terminate definitively and irrevocably all the claims, which have hitherto been preferred, They expressly declare, that the present Convention is only applicable to the cases therein mentioned, and having no other object, can never hereafter be invoked, by one party or the other, as a precedent or rule for the future.

ARTICLE VI

The present Convention shall be duly ratified by the High Contracting Parties, and the Ratifications shall be exchanged at Washington, in the space of ten months, or sooner if possible.

In faith thereof, and in virtue of our respective full powers, we have signed the present Convention, and have thereunto set the Seals of our Arms.

Done at Copenhagen, this 28th day of March 1830.

HENRY WHEATON [SEAL]

E. H. SCHIMMELMANN [SEAL]

STEMANN [SEAL]

DISCONTINUANCE OF SOUND DUES

Convention signed at Washington April 11, 1857

Ratified by Denmark October 15, 1857

Senate advice and consent to ratification January 5, 1858

Ratified by the President of the United States January 7, 1858

Ratifications exchanged at Washington January 12, 1858

Entered into force January 12, 1858

Proclaimed by the President of the United States January 13, 1858

11 Stat. 719; Treaty Series 67¹

The United States of America and his Majesty the King of Denmark, being desirous to terminate amicably the differences which have arisen between them in regard to the tolls levied by Denmark on American vessels and their cargoes passing through the Sound and Belts, and commonly called the Sound Dues, have resolved to conclude a Convention for that purpose, and have named as their plenipotentiaries, that is to say, the President of the United States, Lewis Cass, Secretary of State of the United States, and his Majesty the King of Denmark, Torben Bille, Esquire, Knight of the Dannebrog and decorated with the Cross of Honor of the same order, his said Majesty's Chargé d'Affaires near the Government of the United States; who, after having communicated to each other their full powers, in due form, have agreed to and signed the following articles:

ARTICLE I

His Majesty the King of Denmark declares entire freedom of the navigation of the Sound and the Belts in favor of American vessels and their cargoes, from and forever after the day when this Convention shall go into effect as hereinafter provided. And it is hereby agreed that American vessels and their cargoes after that day shall not be subject to any charges whatever in passing the Sound or the Belts, or to any detention in the said waters, and both Governments will concur, if occasion should require it, in taking measures to prevent abuse of the free flag of the United States by the shipping of other nations which shall not have secured the same freedom and exemption from charges enjoyed by that of the United States.

¹ For a detailed study of this convention, see 7 Miller 519.

ARTICLE II

His Danish Majesty further engages that the passages of the Sound and Belts shall continue to be lighted and buoyed as heretofore without any charge upon American vessels or their cargoes on passing the Sound and the Belts, and that the present establishments of Danish pilots in these waters shall continue to be maintained by Denmark. His Danish Majesty agrees to make such additions and improvements in regard to the lights, buoys and pilot establishments in these waters, as circumstances and the increasing trade of the Baltic may require. He further engages that no charge shall be made, in consequence of such additions and improvements, on American ships and their cargoes passing through the Sound and the Belts.

It is understood, however, to be optional for the Masters of American vessels either to employ in the said waters Danish pilots at reasonable rates fixed by the Danish Government, or to navigate their vessels without such assistance.

ARTICLE III

In consideration of the foregoing agreements and stipulation on the part of Denmark, whereby the free and unincumbered navigation of American vessels through the Sound and the Belts is forever secured, the United States agree to pay to the Government of Denmark once for all the sum of seven hundred and seventeen thousand, eight hundred and twenty nine Rix dollars, or its equivalent, three hundred and ninety-three thousand and eleven dollars in United States currency, at London on the day when the said Convention shall go into full effect as herein afterwards provided.

ARTICLE IV

It is further agreed that any other or further privileges, rights or advantages which may have been or may be granted by Denmark to the commerce and navigation of any other nation at the Sound and Belts, or on her coasts and in her harbors, with reference to the transit by land through Danish territory of merchandize belonging to the citizens or subjects of such nation, shall also be fully extended to and enjoyed by the citizens of the United States, and by their vessels and property in that quarter.

ARTICLE V

The general Convention of friendship, commerce and navigation, concluded between the United States and his Majesty the King of Denmark on the 26th of April, 1826,² and which was abrogated on the 15th of April, 1856, and the provisions contained in each and all of its articles, the 5th article alone excepted, shall after the ratification of this present Convention again

² TS 65, *ante*, p. 1.

become binding upon the United States and Denmark; it being, however, understood that a year's notice shall suffice for the abrogation of the stipulations of the said Convention hereby renewed.

ARTICLE VI

The present Convention shall take effect as soon as the laws to carry it into operation shall be passed by the governments of the contracting parties, and the sum stipulated to be paid by the United States shall be received by or tendered to Denmark; and for the fulfilment of these purposes, a period not exceeding twelve months from the signing of this Convention shall be allowed.

But if, in the interval, an earlier day shall be fixed upon and carried into effect for a free navigation through the Sound and Belts, in favor of any other power or powers, the same shall simultaneously be extended to the vessels of the United States and their cargoes, in anticipation of the payment of the sum stipulated in Article III; it being understood, however, that in that event the Government of the United States shall also pay to that of Denmark four per cent interest on the said sum from the day the said immunity shall have gone into operation until the principal shall have been paid as aforesaid.

ARTICLE VII

The present Convention shall be duly ratified and the exchange of ratifications shall take place in Washington within ten months from the date hereof, or sooner if practicable.

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

Done at Washington this eleventh day of April in the year of our Lord one thousand eight hundred and fifty-seven, and of the Independence of the United States the eighty-first.

LEWIS CASS	[SEAL]
TORBEN BILLE	[SEAL]

FRIENDSHIP, COMMERCE, AND NAVIGATION

Additional articles signed at Washington July 11, 1861

Senate advice and consent to ratification July 17, 1861

Ratified by Denmark August 8, 1861

Ratified by the President of the United States August 25, 1861

Ratifications exchanged at Washington September 18, 1861

Entered into force September 18, 1861

Proclaimed by the President of the United States September 20, 1861

*Abrogated by the United States July 1, 1916, in accordance with Seamen's Act of March 4, 1915*¹

13 Stat. 605; Treaty Series 68²

ADDITIONAL ARTICLES

To the General Convention of Friendship, Commerce and Navigation concluded at Washington on the twenty-sixth day of April, 1826, between the United States of America and his Majesty the King of Denmark

The United States of America and his Majesty the King of Denmark, wishing to favor their mutual commerce by affording, in their ports, every necessary assistance to their respective vessels, the undersigned Plenipotentiaries, being duly empowered for that purpose, have agreed upon the following additional articles to the General Convention of friendship, Commerce and navigation, concluded at Washington on the twenty-sixth day of April, 1826,³ between the contracting parties.

ARTICLE 1

The respective Consuls General, Consuls, Vice Consuls and Commercial Agents, shall have the right as such to sit as judges and arbitrators in such differences as may arise, either at sea or in port, between the Captain, officers and crew of the vessels belonging to the nation whose interests are committed to their charge, particularly in reference to the adjustment of wages and the execution of contracts, without the interference of the local authorities,

¹ 38 Stat. 1164.

² For a detailed study of these additional articles, see 8 Miller 591.

³ TS 65, *ante*, p. 1.

unless the conduct of the crew and the officers or of the captains, should disturb the order or tranquillity of the country.

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

ARTICLE 2

The Consuls General, Consuls, Vice Consuls and Commercial Agents are authorized to require the assistance of the local authorities for the search, arrest and imprisonment of the deserters from the ships of war and merchant vessels of their country. For this purpose they shall apply to the competent tribunals, judges and officers, and shall in writing demand said deserters, proving by the exhibition of the registers of the vessels, the rolls of the crews, or by other official documents, or, if the vessel shall have departed, by copy of said documents duly certified by them, that such individuals form part of the crew; and on this reclamation being thus substantiated, the surrender shall not be refused, unless there be sufficient proof of the said persons being citizens or subjects of the country where their surrender is demanded. Such deserters when arrested shall be placed at the disposal of said Consuls General, Consuls, Vice Consuls or Commercial agents, and may be confined in the public prisons at the request and cost of those who shall claim them, in order to be detained until the time when they shall be restored to the vessels to which they belonged, or sent back to their own country by a vessel of the same nation, or any other vessel whatsoever. But if not sent back within three months from the day of their arrest, they shall be set at liberty and shall not be again arrested for the same cause. However if the deserter should be found to have committed any crime or offence, his surrender may be delayed until the tribunal before which his case shall be depending shall have pronounced its sentence, and such sentence shall have been carried into effect.

The present additional articles shall have the same force and value as if they were inserted, word for word, in the Convention signed at Washington on the twenty-sixth day of April, one thousand eight hundred and twenty-six, and being approved and ratified by the President of the United States, by and with the advice and consent of the Senate thereof, and by his Majesty the King of Denmark, the ratifications shall be exchanged at Washington within six months from the date hereof, or sooner, if possible.

In faith whereof, we, the undersigned, in virtue of our respective full powers, have signed the present additional articles, and have thereto affixed our seals.

Done in triplicate at the City of Washington on the eleventh day of July in the year of our Lord one thousand eight hundred and sixty-one.

WILLIAM H. SEWARD	[SEAL]
W. R. RAASLÖFF	[SEAL]

WEST INDIES COLONIZATION

Agreement signed at Washington July 19, 1862, with annexed copy of a provisional act of "Commissioner for and officiating Governor General of the Danish West India Islands" dated at St. Croix January 26, 1849

Entered into force July 19, 1862

Expired July 19, 1867

8 Miller 833 ¹

AGREEMENT

This agreement, entered into between Waldemar Rudolph von Raasloff Chargé d'Affaires, for and on behalf of the Government of Denmark, and Caleb B. Smith, Secretary of the Interior, for and on behalf of the Government of the United States, witnesseth:

That the Government of Denmark agrees to receive from the United States through its duly constituted authorities, for a term of five years, at a landing place called West end, on the danish island of St Croix in the West Indies, all negroes, mulattoes, or persons of color delivered from on board vessels seized in the prosecution of the Slave trade by Commanders of United States armed vessels and to provide them with suitable instruction and with comfortable clothing and shelter and to employ them at wages in conformity with the provisional act issued by the Governor of St Croix on the twenty sixth day of January eighteen hundred and forty nine, entitled "Provisional act to regulate the relations between the proprietors of landed estates and the rural population of free laborers (a copy of which is hereto annexed) for a period not exceeding five years from the date of their being landed at the aforesaid landing place, and that the United States shall not be liable for any expenses on account of said Negroes, mulattoes, or persons of color after having landed them at the aforesaid landing place; And the Government of the United States agrees to deliver to the Government of Denmark, or its duly constituted authorities, at the aforesaid landing place on the Danish island of St Croix in the West Indies, whenever practicable, all negroes, mulattoes or persons of color delivered from on board vessels seized in the

¹ For a detailed study of this agreement, see 8 Miller 833.

prosecution of the Slave trade by Commanders of United States armed vessels during the five years next succeeding the date of this agreement, and to issue instructions to the Commanders of the armed vessels of the United States directing them, whenever it shall be practicable, and under such rules and regulations as may be prescribed by the President of the United States, to proceed directly to the aforesaid landing place on the Danish Island of St Croix and there deliver to the duly constituted authorities of the Government of Denmark all negroes, mulattoes, or persons of color delivered from on board vessels seized in the prosecution of the Slave trade.

And it is further agreed that the Government of Denmark shall allow the United States consul for St Croix or such other Agent as the Government of the United States may appoint for that purpose freely and without hinder and at all times to visit and inspect the condition of the negroes, mulattoes or persons of color that may have been landed on the Island of St Croix under this agreement.

Signed, sealed and delivered, in duplicate, at the City of Washington, this nineteenth day of July A.D. eighteen hundred and sixty-two.

CALEB B. SMITH
Secretary of the Interior
[SEAL ²]

W. RAASLÓFF
Chargé d'Affaires
[SEAL]

Signed, sealed and delivered in presencce of—

GEORGE WALKER
GEO. C. WHITING

PROVISIONAL ACT

to regulate the relations between the Proprietors of landed estates and the rural population of Free Labourers.

I, PETER HANSEN,

Knight Commander of the Order of Dannebrog, the King's Commissioner for and officiating Governor General of the Danish West India Islands,

MAKE KNOWN: That whereas the Ordinance dated 29th July 1848, by which yearly contracts for labour on landed estates were introduced, has not been duly acted upon; whereas the interest of the proprietors of estates as well as of the labourers, requires that their mutual obligations should be defined, and whereas on inquiry into the practice of the Island, and into the private contracts and agreements hitherto made, it appears expedient to establish uniform rules throughout the Island for the guidance of all parties concerned, It is enacted and ordained:

² Seal of Department of the Interior.

PARA. 1. All engagements of labourers now domiciled on landed estates and receiving wages in money, or in kind, for cultivating and working such estates, are to be continued as directed by the ordinance of 29th July 1848 until the first day of October of the present year; and all similar engagements shall in future be made, or shall be considered as having been made, for a term of twelve months, viz., from the first of October till the first of October, year after year.

Engagements made by heads of families are to include their children between five and fifteen years of age, and other relatives depending on them and staying with them.

PARA. 2. No labourer engaged as aforesaid in the cultivation of the soil, shall be discharged or dismissed from, nor shall be permitted to dissolve, his or her engagement before the expiration of the same on the first of October of the present, or of any following year, except in the instances hereafter enumerated:

A. By mutual agreement of master and labourer before a Magistrate.

B. By order of a Magistrate, on just and equitable cause being shown by the parties interested.

Legal marriage, and the natural tie between mothers and their children, shall be deemed by the Magistrate just and legal cause of removal from one estate to another. The husband shall have the right to be removed to his wife, the wife to her husband, and children under fifteen years of age to their mother, provided no objection to employing such individuals shall be made by the owner of the estate to which the removal is to take place.

PARA. 3. No engagement of a labourer shall be lawful in future unless made in the presence of witnesses and entered in the day book of the estate.

PARA. 4. Notice to quit service shall be given by the employer, as well as by the labourer, at no other period but once a year in the month of August, not before the first nor after the last day of the said month. An entry thereof shall be made in the day book, and an acknowledgment in writing shall be given to the labourer.

The labourer shall have given, or received, legal notice of removal from the estate where he serves, before any one can engage his services. Otherwise the new contract to be void, and the party engaging or tampering with a labourer employed by others, will be dealt with according to law.

In case any owner or manager of an estate should dismiss a labourer during the year without sufficient cause, or should refuse to receive him at the time stipulated, or refuse to grant him a passport when due notice of removal has been given, the owner or manager is to pay full damages to the labourer, and to be sentenced to a fine not exceeding \$20.

PARA. 5. Labourers employed or rated as first, second or third class labourers shall perform all the work in the field, or about the works, or

otherwise concerning the estate, which it hitherto has been customary for such labourers to perform, according to the season. They shall attend faithfully to their work, and willingly obey the directions given by the employer or the person appointed by him. No labourer shall presume to dictate what work he, or she, is to do, or refuse the work he may be ordered to perform, unless expressly engaged for some particular work only. If a labourer thinks himself aggrieved, he shall not therefore leave the work, but in due time apply for redress to the owner of the estate, or to the Magistrate.

It is the duty of all labourers on all occasions and at all times to protect the property of his employer, to prevent mischief to the estate, to apprehend evil-doers, and not to give countenance to, or conceal, unlawful practices.

PARA. 6. The working days to be as usual only five days in the week and the same days as hitherto. The ordinary work of estates is to commence at sunrise and to be finished at sunset every day, leaving one hour for breakfast, and two hours at noon from 12 to 2 o'clock.

Planters who prefer to begin the work at 7 o'clock in the morning, making no separate breakfast time, are at liberty to adopt this plan, either during the year, or when out of crop.

The labourers shall be present in due time at the place where they are to work. The list to be called and answered regularly, whoever does not answer the list when called, is too late.

PARA. 7. No throwing of grass, or of wood shall be exacted during extra hours, all former agreements to the contrary notwithstanding; out during crop the labourers are expected to bring home a bundle of longtops from the field where they are at work.

Cartmen and crookpeople when breaking off, shall attend properly to their stock as hitherto usual.

PARA. 8. During crop the mill-gang, the crook-gang, boilermen, firemen, still-men and any other person employed about the mill and the boiling-house, shall continue their work during breakfast and noon hours, as hitherto usual; and the boilermen, firemen, magass carriers, &c., also during evening hours after sunset, when required, but all workmen employed as aforesaid shall be paid an extra remuneration for the work done by them in extra hours.

The boiling house is to be cleared, the mill to be washed down and the magass to be swept up, before the labourers leave the work, as hitherto usual.

The mill is not to turn after six o'clock in the evening, and the boiling not to be continued after ten o'clock, except by special permission of the Governor-General, who then will determine, if any, and what extra remuneration shall be paid to the labourers.

PARA. 9. The labourers are to receive until otherwise ordered the following remuneration:

A. The use of a house, or dwelling rooms, for themselves and their chil-

dren, to be built and repaired by the estate, but to be kept in proper order by the labourers.

B. The use of a piece of provision ground, thirty feet in square as usual, for every first and second class labourer; or if it be standing ground up to fifty feet in square. Third class labourers are not entitled to, but may be allowed some provision ground.

C. Weekly wages at the rate of 15 cents to every first class labourer, of 10 cents to every second class labourer, and of 5 cents to every third class labourer, for every working day.

Where the usual allowance of meal and herrings has been agreed on in part of wages, full weekly allowance shall be taken for 5 cents a day, or 25 cents a week.

Nurses losing two hours every working day shall be paid at the rate of four full working days in the week.

The wages of minors to be paid as usual to their parents, or to the person in charge of them.

Labourers not calling at pay-time personally, or by another authorized, to wait till next pay-day, unless they were prevented by working for the estate.

No attachment of wages for private debts to be allowed, nor more than two thirds to be deducted for debts to the estate, unless otherwise ordered by the Magistrate.

Extra provisions occasionally given during the ordinary working hours are not to be claimed as a right, nor to be bargained for.

PARA. 10. Work in extra hours during crop is to be paid as follows:

To the mill gang and to the crook gang for working through the breakfast hour one Stiver, and for working through noon two Stivers per day.

Extra provision is not to be given except at the option of the labourers in place of the money or in part of it.

The boilermen, firemen, and magass carriers are to receive for all days when the boiling is carried on until late hours a maximum pay of twenty (20) cents per day. No bargaining for extra pay by the hour is permitted.

Labourers working such extra hours only by turns are not to have additional payment.

PARA. 11. Tradesmen on estates are considered as engaged to perform the same work as hitherto usual, assisting in the field, carting, potting sugar, etc. They shall be rated as first, second and third class labourers, according to their proficiency. Where no definite terms have been agreed on previously, the wages of first class tradesmen, having full work in their trade, are to be twenty (20) cents per day. Any existing contract with tradesmen is to continue until October next.

No tradesman is allowed to keep apprentices without the consent of the

owner of the estate. Such apprentices to be bound for no less period than three years, and not to be removed without the permission of the Magistrate.

PARA. 12. No labourer is obliged to work for others on Saturdays, but if they choose to work for hire, it is proper that they should give their own estate the preference. For a full day's work on Saturday there shall not be asked for nor given more than:

Twenty (20) cents to a first class labourer, Thirteen (13) cents to a second class labourer, Seven (7) cents to a third class labourer.

Work on Saturday may however be ordered by the Magistrate as a punishment to the labourer, for having absented himself from work during the week for one whole day or more, and for having been idle during the week; and then the labourer shall not receive more than his usual pay for a common day's work.

PARA. 13. All the male labourers, tradesmen included, above 18 years of age, working on an estate are bound to take the usual night watch by turns, but only once in ten days. Notice to be given before noon to break off from work in the afternoon with the nurses and to come to work next day at 8 o'clock. The watch to be delivered in the usual manner by nightfall and by sunrise.

The above rule shall not be compulsory except where voluntary watchmen cannot be obtained at a hire the planters may be willing to give to save the time lost by employing their ordinary labourers as watchmen.

Likewise the male labourers are bound, once a month, on Sundays and Holy-days, to take the day watch about the yard, and to act as pasturemen, on receiving their usual pay for a week day's work. This rule applies also to the Crook-boys.

All orders about the watches to be duly entered in the day-book of the estate.

Should a labourer, having been duly warned to take the watch, not attend, another labourer is to be hired in the place of the absentee and at his expense, not however to exceed 15 cents. The person who wilfully leaves the watch or neglects it, is to be reported to the Magistrate and punished as the case merits.

PARA. 14. Labourers wilfully abstaining from work on a working day are to forfeit their wages for the day, and will have to pay over and above the forfeit a fine, which can be lawfully deducted in their wages, of (7) seven cents for a first class labourer, five (5) cents for a second class labourer, and two (2) cents for a third class labourer.

In crop, on grinding days, when employed about the works, in cutting canes or in crook, an additional punishment will be awarded for wilful absence and neglect by the Magistrate, on complaint being made.

Labourers abstaining from work for half a day or breaking off from work before being dismissed, to forfeit their wages for one day.

Labourers not coming to work in due time to forfeit half a day's wages.

Parents keeping their children from work shall be fined instead of the children.

No charge of house-rent is to be made in future on account of absence from work, or for the Saturday.

PARA. 15. Labourers wilfully abstaining from work for two or more days during the week, or habitually absenting themselves, or working badly and lazily, shall be punished as the case merits, on complaint to the Magistrate.

PARA. 16. Labourers assaulting any person in authority on the estate, or planning or conspiring to retard, or to stop, the work of the estate, or uniting to abstain from work or to break their engagements, shall be punished according to law on investigation before a Magistrate.

PARA. 17. Until measures can be adopted for securing medical attendance to the labourers, and for regulating the treatment of the sick and the infirm, it is ordered:

That infirm persons, unfit for any work, shall as hitherto be maintained on the estates where they are domiciled, and be attended to by their next relations.

That parents or children of such infirm persons shall not remove from the estate, leaving them behind, without making provision for them to the satisfaction of the owner, or of the Magistrate.

That labourers unable to attend to work on account of illness, or on account of having sick children, shall make a report to the manager or any other person in authority on the estate, who, if the case appears dangerous and the sick person destitute, shall cause medical assistance to be given.

That all sick labourers willing to remain in the hospital during their illness, shall there be attended to at the cost of the estate.

PARA. 18. If a labourer reported sick shall be at any time found absent from the estate without leave, or is trespassing about the estate, or found occupied with work requiring health, he shall be considered skulking and wilfully absent from work.

When a labourer pretends illness and is not apparently sick, it shall be his duty to prove his illness by medical certificate.

PARA. 19. Pregnant women shall be at liberty to work with the small gang as customary, and when confined not to be called on to work for seven weeks after their confinement.

Young children shall be fed and attended to during the hours of work at some proper place, at the cost of the estate.

Nobody is allowed to stay from work on pretence of attending a sick person, except the wife and the mother in dangerous cases of illness.

PARA. 20. It is the duty of the managers to report to the Police any contagious or suspicious cases of illness and death; especially when gross

neglect is believed to have taken place, or when children have been neglected by their mothers, in order that the guilty person may be punished according to law.

PARA. 21. The driver or foreman on the estate is to receive in wages four and a half dollars monthly, if no other terms have been agreed on. The driver may be dismissed at any time during the year with the consent of the Magistrate. It is the duty of the driver to see the work duly performed, to maintain order and peace on the estate, during the work and at other times, and to prevent and report all offences committed. Should any labourer insult, or use insulting language towards him during, or on account of, the performance of his duties, such person is to be punished according to law.

PARA. 22. No labourer is allowed without the special permission of the owner or manager to appropriate wood, grass, vegetables, fruits or the like, belonging to the estate, nor to appropriate such produce from other estates, nor to cut canes, or to burn charcoal. Persons making themselves guilty of such offences shall be punished according to law with fines or imprisonment with hard labour; and the possession of such articles not satisfactorily accounted for, shall be sufficient evidence of unlawful acquisition.

PARA. 23. All agreements contrary to the above rules are to be null and void, and owners and managers of estates convicted of any practice tending wilfully to counteract, or avoid, these rules by direct or indirect means, shall be subject to a fine not exceeding 200 dollars.

Government—House, St. Croix, 26th January, 1849.

P. HANSEN

NATURALIZATION

Convention signed at Copenhagen July 20, 1872

Ratified by Denmark November 13, 1872

Senate advice and consent to ratification January 13, 1873

Ratified by the President of the United States January 22, 1873

Ratifications exchanged at Copenhagen March 14, 1873

Entered into force March 14, 1873

Proclaimed by the President of the United States April 15, 1873

17 Stat. 941; Treaty Series 69

The United States of America and His Majesty the King of Denmark being desirous to regulate the citizenship of the citizens of the United States of America who have emigrated, or who may emigrate, from the United States of America to the Kingdom of Denmark, and of Danish subjects who have emigrated, or who may emigrate, from the Kingdom of Denmark to the United States of America, have resolved to conclude a convention for that purpose, and have named as their plenipotentiaries; that is to say, the President of the United States of America: Michael J. Cramer, minister resident of the United States of America at Copenhagen; and His Majesty the King of Denmark: Otto Ditley Baron Rosenörn-Lehn, commander of Danebrog and Danebrogsmand, chamberlain, His Majesty's minister for foreign affairs, &c., &c., &c.;

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, to wit:

ARTICLE I

Citizens of the United States of America who have become, or shall become, and are, naturalized, according to law, within the Kingdom of Denmark as Danish subjects, shall be held by the United States of America to be in all respects and for all purposes Danish subjects, and shall be treated as such by the United States of America.

In like manner, Danish subjects who have become, or shall become, and are, naturalized, according to law, within the United States of America as citizens thereof, shall be held by the Kingdom of Denmark to be in all respects and for all purposes as citizens of the United States of America, and shall be treated as such by the Kingdom of Denmark.

ARTICLE II

If any such citizen of the United States, as aforesaid, naturalized within the Kingdom of Denmark as a Danish subject, should renew his residence in the United States, the United States Government may, on his application, and on such conditions as that Government may see fit to impose, readmit him to the character and privileges of a citizen of the United States, and the Danish government shall not, in that case, claim him as a Danish subject on account of his former naturalization.

In like manner, if any such Danish subject, as aforesaid, naturalized within the United States as a citizen thereof, should renew his residence within the Kingdom of Denmark, His Majesty's Government may, on his application, and on such conditions as that Government may think fit to impose, readmit him to the character and privileges of a Danish subject, and the United States Government shall not, in that case, claim him as a citizen of the United States on account of his former naturalization.

ARTICLE III

If, however, a citizen of the United States, naturalized in Denmark, shall renew his residence in the former country without the intent to return to that in which he was naturalized, he shall be held to have renounced his naturalization.

In like manner, if a Dane, naturalized in the United States, shall renew his residence in Denmark without the intent to return to the former country, he shall be held to have renounced his naturalization in the United States.

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

ARTICLE IV

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

ARTICLE V

The present convention shall be ratified by the President of the United States of America, by and with the advice and consent of the Senate thereof, and by His Majesty the King of Denmark, and the ratifications shall be exchanged at Copenhagen as soon as may be, within eight months from the date hereof.

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

Done at Copenhagen, the twentieth day of July, in the year of our Lord one thousand eight hundred and seventy-two.

MICHAEL J. CRAMER [SEAL]

O. D. ROSENÖRN-LEHN [SEAL]

EXEMPTION OF VESSELS FROM READMEASUREMENT

Agreement signed at Washington February 26, 1886

Entered into force April 1, 1886

Modified by agreement of October 2 and 28, 1895 ¹

Treaty Series 70

The Government of the United States of America and the Government of His Majesty the King of Denmark, having found it expedient to enter into an agreement for the mutual exemption from readmeasurement of United States and Danish vessels in the ports of their respective countries, have authorized the undersigned to sign the following declaration.

I

Danish steam and sailing vessels shall be exempted from readmeasurement in all ports of the United States, and the net register tonnage denoted in their certificate of registry and nationality shall be deemed to be equal to the net or register tonnage of vessels of the United States, provided only, that, if in any case it shall be found that a vessel has added to her carrying capacity since the issue of her register or certificate of admeasurement, the spaces or houses so added shall be admeasured and the usual fee exacted.

II

Steam and sailing vessels of the United States shall be exempted from readmeasurement in all Danish ports, and the net or register tonnage stated in their certificates of registry shall be deemed to be equal to the net register tonnage of Danish ships; provided only, that in cases in which the certificates of vessels of the United States express the gross tonnage only, deductions of the spaces or compartments appropriated to the use of the crew of the vessel in steam and sailing vessels, and of the spaces occupied by or necessary for the propelling power in steam vessels, shall be made according to the Danish rules for admeasurement, without any expense to the vessel.

The present agreement shall take effect on the 1st of April, 1886.

Done in duplicate at Washington, D. C., this twenty-sixth day of February, 1886.

T. F. BAYARD	[SEAL]
P. LÖVENÖRN	[SEAL]

¹ *Post*, p. 32.

CLAIMS: THE CASE OF CARLOS BUTTERFIELD AND COMPANY

Agreement signed at Copenhagen December 6, 1888

Senate advice and consent to ratification February 11, 1889

Ratified by Denmark April 13, 1889

Ratified by the President of the United States April 23, 1889

Ratifications exchanged at Washington May 23, 1889

Entered into force May 23, 1889

Proclaimed by the President of the United States May 24, 1889

*Terminated January 22, 1890*¹

26 Stat. 1490; Treaty Series 71

Whereas the Government of the United States of America has heretofore presented to the Kingdom of Denmark the claim of Carlos Butterfield and Company, of which Carlos Butterfield now deceased was the surviving partner, for an indemnity for the seizure and detention of the two vessels, the steamer Ben Franklin and the Barque Catherine Augusta, by the authorities of the Island of St. Thomas of the Danish West India Islands in the years 1854 and 1855; for the refusal of the ordinary right to land cargo for the purpose of making repairs; for the injuries resulting from a shot fired into one of the vessels; and for other wrongs:

Whereas the said Governments have not been able to arrive at a conclusive settlement thereof: and

Whereas each of the parties hereto has entire confidence in the learning, ability and impartiality of Sir Edmund Monson, Her British Majesty's Envoy extraordinary and Minister plenipotentiary in Athens,

Now therefore the undersigned, Rasmus B. Anderson, Minister Resident of the United States of America at Copenhagen, and Baron O. D. Rosenórn-Lehn, Royal Danish Minister of Foreign Affairs, duly empowered thereto by their respective Governments have agreed upon the stipulations contained in the following Articles:

ARTICLE I

The said claim of Carlos Butterfield and Company shall be referred to the said Sir Edmund Monson, Her British Majesty's Envoy extraordinary and

¹ Date of arbitrator's award disallowing all claims.

Minister plenipotentiary in Athens, as sole arbitrator thereof in conformity with the conditions hereinafter expressed; to which end the High Contracting Parties agree to communicate to him in writing their common desire to commit the matter to his arbitration.

ARTICLE II

The Arbitrator shall receive in evidence before him duly certified copies of all documents, records, affidavits, or other papers heretofore filed in support of or against the claim in the proper department of the respective Governments, copies of which shall at the same time be furnished to the other Government. Each Government shall file its evidence before the arbitrator within seventy-five days after its receipt of notice of his acceptance of the position conferred upon him.

Each party shall be allowed seventy-five days thereafter to file with the arbitrator a written argument. The arbitrator shall render his award within sixty days after the date at which the arguments of both parties shall have been received.

ARTICLE III

The expenses of such arbitration, which shall include the compensation of a clerk at the rate of not more than two hundred dollars a month, should the arbitrator request such aid, shall be borne by the two Governments jointly in equal moieties.

ARTICLE IV

The High Contracting Parties agree to accept the decision of the arbitrator as final and conclusive and to abide by and perform the same in good faith and without unnecessary delay.

ARTICLE V

This agreement shall be ratified by each Government and the ratifications exchanged at Washington as soon as possible.

In witness whereof the respective Plenipotentiaries have signed and sealed the present Agreement in duplicate in the English and Danish languages.

Done at Copenhagen, this sixth day of December in the year of our Lord, one thousand eight hundred and eighty-eight.

R. B. ANDERSON	[SEAL]
O. D. ROSENÖRN-LEHN	[SEAL]

TRADEMARKS AND TRADE LABELS

Convention signed at Copenhagen June 15, 1892

Senate advice and consent to ratification July 21, 1892

Ratified by the President of the United States July 29, 1892

Ratified by Denmark September 23, 1892

Ratifications exchanged at Copenhagen September 28, 1892

Entered into force September 28, 1892

Proclaimed by the President of the United States October 12, 1892

27 Stat. 963; Treaty Series 72

CONVENTION

With a view to secure for the manufacturers in the United States of America, and those in Denmark, the reciprocal protection of their Trade Marks and Trade Labels, the Undersigned, duly authorised to that effect, have agreed on the following dispositions.

ARTICLE I

The subjects or citizens of each of the High Contracting Parties shall in the Dominions and Possessions of the other have the same rights as belong to native subjects or citizens, in everything relating to Trade Marks and Trade Labels of every kind.

Provided, always, that in the United States the subjects of Denmark, and in Denmark, the citizens of the United States of America, cannot enjoy these rights to a greater extent or for a longer period of time than in their native country.

ARTICLE II

Any person in either country desiring protection of his Trade Mark in the Dominions of the other must fulfil the formalities required by the law of the latter; but no person, being a subject or citizen of one of the contracting States, shall be entitled to claim protection in the other by virtue of the provisions of this convention, unless he shall have first secured protection in his own country in accordance with the laws thereof.

ARTICLE III

This arrangement shall go into effect immediately on or after the exchange of the ratifications and shall be in force until a year after it has been recalled by the one or the other of the two High Parties.

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 His Majesty the King of Denmark, and the ratifications shall be exchanged at Copenhagen as soon as may be within ten months from the date hereof.

In witness whereof the Undersigned have signed the present convention and have affixed thereto the seal of their arms.

Done at Copenhagen in double expedition the 15. June, 1892.

CLARK E. CARR	[SEAL]
REEDTZ THOTT	[SEAL]

EXEMPTION OF VESSELS FROM ADMEASUREMENT

*Exchange of notes at Washington October 2 and 28, 1895, modifying
agreement of February 26, 1886¹
Entered into force October 28, 1895*

Department of State files

The Danish Minister to the Secretary of State

[TRANSLATION]

DANISH LEGATION
WASHINGTON, *October 2, 1895*

MR. SECRETARY OF STATE:

I have the honor to place before your Excellency's eyes an extract, in French translation, from a letter which I have just received from my Government, and on the subject concerning the admeasurement of vessels.

This extract contains a statement of the rules which have been successively adopted by the two countries on the subject. Your Excellency will see by it that, at present, Denmark and the United States have adopted precisely the same rules for the admeasurement of vessels, but that neither country knew, at the time of amending its system, that the other was likewise amending its system at the same time and in the same sense, and that, subsequently, restrictions were prescribed as to the mutual recognition of certificates of admeasurement, for which restrictions there seems to be no longer any necessity.

For instance, the Treasury Department at Washington, in a circular of March 7, 1895, orders the recognition of the certificates of admeasurement of Danish vessels, only "with the addition of the amount of the deductions

¹ TS 70, *ante*, p. 27.

and omissions made under such (Danish) laws, but not authorized by the Act of March 2, 1895.”²

My Government presumes that this circular of March 7, which equally concerns several other countries, is intended to remain in force only until the conclusion of special Conventions with the countries interested, requiring its modification. It instructs me to call your Excellency's attention to the absolute identity of the rules now followed by Denmark and the United States, in the admeasurement of vessels, and to propose to you that the restriction made by the circular of March 7, to the pure and simple recognition of certificates of admeasurement, be repealed so far as regards Danish vessels.

The consequence of this would be, that the net tonnage register given in certificates of nationality and registration of Danish vessels, would be purely and simply recognized by the American Authorities in the case of every sailing vessel, without the date of the certificate being of any importance. In the case of a steamer, on the other hand, the net tonnage register given in accordance with the British rule by the Danish certificate delivered on the 1st April of the current year, or subsequently, would be, likewise, purely recognized. If the certificate was delivered at a previous date, the American Authorities would recognize the amount in accordance with the British rule contained in an Appendix to the certificate.

The Danish Government would bind itself, on its own part, to recognize the net tonnage register given in the certificates of United States sailing vessels, in all Danish ports, without any transcription or new admeasurement, as well as the net tonnage register given in the certificates of American steamers, if those certificates were delivered on the 1st April of the current year, or subsequently. If the steamer's certificate should be prior to that date, the rule prescribed by the Danish Ordinance of March 10, 1895, Part II, Section C (b), would be applied. This rule is given in the above-mentioned extract, in French translation, P.5.

I have the honor to enclose:

1. The Ordinance of March 10, 1895.
2. A blank form of a certificate of nationality and registration, for steamers measured in accordance with the British Rule, in conformity with the Ordinance of March 10.³
3. A blank form of a certificate of admeasurement for steamers measured according to the British Rule, in conformity with the Ordinance of March 10.⁴
4. A blank form of a certificate of admeasurement concerning the spaces which, by virtue of Part III, Section H, of the Ordinance of March 10, must be deducted from the gross tonnage register.⁵

² 28 Stat. 741.

³ Not printed here.

5. The Danish Law of March 13, 1867, with regard to the admeasurement of vessels (English translation).⁴

Accept, Mr. Secretary of State, etc.

C. BRUN

His Excellency

Mr. RICHARD OLNEY,
Secretary of State.

ENCLOSURE 1

(Extract)

MINISTRY OF FOREIGN AFFAIRS
COPENHAGEN, *September 12, 1895*

An ordinance issued by the Director-General of Contributions, dated March 10, 1895, by virtue of the power conferred upon him by the Law of March 13, 1867, concerning the mode of measuring the tonnage of vessels.

In conformity with this new Ordinance, Denmark has adopted entirely, beginning with April 1, 1895, the English rules for the admeasurement of vessels, as they are prescribed by the Merchant Shipping Act of August 25, 1894, Sections 77-82, 210 and Second and Sixth Schedules, which has been in force since January 1, 1895.

The chief reason for this amendment, was the fact that the said English Rules seem to be destined to gain more and more the general adhesion of all nations.

In order to judge the scope and importance of the new Ordinance of March 10, 1895, it is well to remark that, as regards the admeasurement of steamers, the rule hitherto in force in Denmark for calculating the space to be deducted as required for the motive power of the vessel, the "Danube Rule", is identical in principle with the rule prescribed by the Merchant Shipping Act of 1894, Sec. 78, (1) (b), and that the modifications of the English Rules prescribed by the Merchant Shipping (Tonnage) Act of August 26, 1889 (Sections 2.3 and 5), inserted again in the Merchant Shipping Act of 1894, were also adopted in Denmark, beginning with January 1, 1892. In reality, the innovation resulting from the Ordinance of March 10, 1895, is thus confined to the adoption of the rule prescribed by the Merchant Shipping Act of 1894, Sec. 78 (1) (a), and specially known under the name of the "British Rule." This rule fixes the space to be deducted

⁴ Not printed here.

as necessary for the motive power, for screw steamers, at 32 o/o, for side-wheel steamers, at 37 o/o, of the gross tonnage register, in all cases where the tonnage of the space actually occupied by the machinery, is respectively above 13 o/o but under 20 o/o, or above 20 o/o, but under 30 o/o, of the gross tonnage.

The last arrangement made with the United States concerning the admeasurement of vessels, is the Declaration signed at Washington on the 26th February, 1886 (Treasury Department's Circular of March 16, 1886). As Denmark and the United States both followed the Danube Rule at that time, as regards the calculation of the space to be deducted from the tonnage of steamers, the net tonnage given in the respective national documents of admeasurement, was admitted and recognized purely and simply.

Now, it appears from the American Law of March 2, 1895, that the United States has likewise adopted the British Rule (a), beginning with April 1, 1895.

The rules adopted by the two countries for the admeasurement of vessels, are, therefore, both before and after the modifications introduced, absolutely identical.

At the time that the Danish Ordinance of March 10, 1895, relative to this subject, was issued, the King's Government was still ignorant of the American Law of March 2, 1895. The United States is, consequently, classed among the countries following the Danube Rule (Part II, Sec. C(b)). The Ordinance, therefore, says that the space to be deducted for the motive power of North American steamers, shall be determined according to the British Rule, if the application of that Rule is asked; otherwise, according to the net tonnage register given in the national document of admeasurement. In Part II, Sec. C(d), the Ordinance of March 10 recognizes purely and simply the net tonnage register given in the certificates of North American sailing vessels.

On the other hand, a Circular of the Treasury Department at Washington, dated March 7, 1895, recognizes, beginning with April 1, 1895, the statements of the gross and net tonnage, contained in Danish certificates of nationality and registration, "on adding the deductions and omissions made by virtue of the Danish laws, but which are not authorized by the Law of March 2, 1895."

The Secretary of State to the Danish Minister

No. 16

DEPARTMENT OF STATE
WASHINGTON, *October 28, 1895*Mr. CONSTANTIN BRUN,
Etc—Etc—Etc.

SIR,

Referring to your note of the 2d instant, on the subject of the rules in force in the United States and Denmark concerning the admeasurement of vessels, I have the honor to enclose for your information a copy of a letter from the Treasury Department of the 23d instant, on the subject, which it is thought, will furnish your Government with the information that it desires.

Accept, Etc.

RICHARD OLNEY

Encl: From the Acting Secretary of the Treasury
Oct. 23, 1895.

ENCLOSURES

*The Acting Secretary of the Treasury to the Secretary of State*TREASURY DEPARTMENT
OFFICE OF THE SECRETARY
Washington, D.C., October 23, 1895

The Honorable

THE SECRETARY OF STATE.

SIR:

I have the honor to acknowledge the receipt of your letter dated the 5th instant, transmitting, for my information and consideration, a copy of a note of the 2nd instant, from the Minister of Denmark at this capital, on the subject of the rules in force in the United States and Denmark concerning the admeasurement of vessels.

Copies of a circular upon the subject of this date are enclosed herewith for the information of the Minister who may be advised that the provision in the orders for the addition of the amount of any deductions and omissions from the foreign register or appendix, not authorized by the laws of the United States, was inserted to guard against admeasurements, which by inadvertence might be erroneous, and not to prevent the acceptance of cor-

rect admeasurements regularly made. It is contained in the general regulations, and is applicable in the case of foreign vessels generally.

Respectfully yours,

W. E. CURTIS
Acting Secretary

Treasury Department Circular

DANISH VESSELS ADMITTED WITHOUT ADMEASUREMENT

TREASURY DEPARTMENT

BUREAU OF NAVIGATION

Washington, D.C., October 23, 1895

Department circular No. 1895

To Collectors of Customs and Others:

This office being satisfied that, the rules concerning the admeasurement for tonnage of vessels of the United States have been substantially adopted by the Government of Denmark, Danish vessels arriving in the United States shall hereafter be deemed to be of the tonnage denoted in their certificates of registry or other national papers, and it shall not be necessary for such vessels, when furnished with such certificates, to be readmeasured in any port of the United States. Danish steam vessels having an appendix to their certificates, stating their measurement, according to the so-called "English rule," shall be deemed to be of the tonnage denoted in the appendix, and it shall not be necessary for such vessels to be readmeasured.

The amount of any deductions and omissions, however, not authorized by the admeasurement laws of the United States, must be added to the register tonnage of such vessels. (Regulations, 1892).

EUGENE T. CHAMBERLAIN
Commissioner

Approved:

W. E. CURTIS,
Acting Secretary

EXTRADITION

Treaty signed at Washington January 6, 1902

Senate advice and consent to ratification January 30, 1902

Ratified by the President of the United States February 26, 1902

Ratified by Denmark March 8, 1902

Ratifications exchanged at Washington April 16, 1902

Proclaimed by the President of the United States April 17, 1902

Entered into force May 16, 1902

Supplemented by conventions of November 6, 1905,¹ and May 6, 1936²

Terminated June 18, 1968³

32 Stat. 1906; Treaty Series 405

The United States of America and his Majesty the King of Denmark, 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, and have appointed for that purpose the following plenipotentiaries:

The President of the United States of America, John Hay, Secretary of State of the United States; and His Majesty the King of Denmark, Mr. Constantin Brun, Commander of the Order of Dannebrog and decorated with the Cross of Honor of the same Order, His Majesty's Chamberlain and Envoy Extraordinary and Minister Plenipotentiary at Washington; 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 Denmark 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 or be found within the territories of the other: Provided that this shall only be done upon such evidence of criminality as, according to

¹ TS 449, *post*, p. 43.

² TS 911, *post*, p. 105.

³ Pursuant to notice of termination given by Denmark Jan. 18, 1968.

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; the killing of a human being, when such act is punishable in the United States as voluntary manslaughter, and in Denmark as manslaughter.

2. Arson.

3. Robbery, defined to be the act of feloniously and forcibly taking from the person of another money or goods, by violence or putting him in fear; burglary, also housebreaking or shopbreaking.

4. Forgery, or the utterance of forged papers; the forgery or falsification of official acts of government, of public authorities, or of courts of justice, or the utterance of the thing forged or falsified.

5. The counterfeiting, falsifying or altering of money whether coin or paper, or of instruments of debt created by national, state, provincial or municipal governments, or of coupons thereof, or of banknotes, or the utterance or circulation of the same; or the counterfeiting, falsifying or altering of seals of state.

6. Embezzlement by public officers; embezzlement by persons hired or salaried, to the detriment of their employers; larceny; obtaining money, valuable securities or other property by false pretenses, or receiving money, valuable securities, or other property, knowing the same to have been embezzled, stolen or fraudulently obtained, when such act is made criminal by the laws of both countries and the amount of money or the value of the property fraudulently obtained or received is not less than \$200. or Kroner 740.

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 the countries, and the amount of money or the value of the property misappropriated is not less than \$200. or Kroner 740.

8. Perjury; subornation of perjury.

9. Rape; abduction; kidnapping.

10. Malicious destruction of, or attempt to destroy, railways, trains or cars, bridges, dwellings, public edifices, or other buildings, when the act endangers human life.

11. Crimes committed at sea:

(a) Piracy, by statute or by the law of nations.

(b) Revolt, or conspiracy to revolt, by two or more persons on board a ship on the high seas against the authority of the master.

(c) Wrongfully sinking or destroying a vessel at sea, or attempting to do so.

(d) Assault on board a ship on the high seas with intent to do grievous bodily harm.

12. Crimes and offenses against the laws of both countries for the suppression of slavery and slavetrading.

13. Procuring abortion.⁴

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 Denmark 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 Denmark 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

When the arrest and detention of a fugitive in the United States are desired on telegraphic or other information in advance of the presentation of formal proofs, complaint on oath, as provided by the statutes of the United States, shall be made by an agent of the Danish Government before a judge or other magistrate authorized to issue warrants of arrest in extradition cases.

In the Kingdom of Denmark the diplomatic or consular officer of the United States shall apply to the Foreign Office, which will immediately cause the necessary steps to be taken in order to secure the provisional arrest and detention of the fugitive.

⁴ For additions to art. II, see TS 449, *post*, p. 43, and TS 911, *post*, p. 105.

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 Convention, 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, born or naturalized, under the stipulations of this Convention.

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.

An attempt against the life of the head of either Government, or against that of any member of his family, when such attempt comprises the act either of murder or assassination, or of poisoning, shall not be considered a political offense or an act connected with such offense.

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 Convention, if legal proceedings or the enforcement of the penalty for the act committed by the person claimed has become barred by limitation, according to the laws of the country to which the requisition is addressed.

ARTICLE 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 the Danish languages and have hereunto affixed their seals.

Done in duplicate, at the City of Washington, this sixth day of January nineteen hundred and two.

JOHN HAY	[SEAL]
C. BRUN	[SEAL]

EXTRADITION

Convention signed at Washington November 6, 1905, supplementing treaty of January 6, 1902

Senate advice and consent to ratification December 7, 1905

Ratified by Denmark December 14, 1905

Ratified by the President of the United States February 13, 1906

Ratifications exchanged at Washington February 19, 1906

Entered into force February 19, 1906

Proclaimed by the President of the United States February 19, 1906

*Terminated June 18, 1968*¹

34 Stat. 2887; Treaty Series 449

The United States of America and His Majesty the King of Denmark, agreeing that the convention for the extradition of criminals signed by their Plenipotentiaries at Washington on January 6, 1902,² is applicable to their respective island possessions or colonies, and desiring to define the procedure by which applications for the surrender of accused persons from such island possessions or colonies shall be made, and to add to the list of extraditable crimes mentioned in Article II of the said convention of January 6, 1902, by means of an additional convention, have to that end appointed as their Plenipotentiaries:

The President of the United States of America, Elihu Root, Secretary of State of the United States; and

His Majesty the King of Denmark, Mr. Constantin Brun, Commander of the Order of Dannebrog and decorated with the Cross of Honor of the same Order, His Majesty's Chamberlain and Envoy Extraordinary and Minister Plenipotentiary at Washington;

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

ARTICLE I

In the case of crimes committed in the island possessions or colonies of the contracting parties, applications for the surrender of the accused may

¹ Pursuant to notice of termination given by Denmark Jan. 18, 1968.

² TS 405, *ante*, p. 38.

be made directly to the Governor or Chief Magistrate of the island possession or colony in which the fugitive has sought refuge, by the Governor or Chief Magistrate of the colony or island possession of the other contracting party, provided that both island possessions or colonies are situated in America. The aforesaid Governors or Chief Magistrates shall have authority either to grant the extradition or to refer the matter for decision to the Government of the mother country. In all other cases applications for extradition shall be made through the diplomatic channel.

Where a fugitive criminal is arrested in the Philippine Islands, the Hawaiian Islands, Faroe Islands, or Iceland he may be provisionally detained for a period of four months.

ARTICLE II

In addition to the crimes and offenses mentioned in Article II of the convention between the United States of America, and the Kingdom of Denmark for the extradition of criminals, signed at Washington on January 6, 1902, extradition shall be granted also for the following crime or offense:

Bribery, defined to be the offering, giving or receiving of bribes, when made punishable by the laws of the two contracting parties.

ARTICLE III

The present convention shall be considered as an integral part of the said extradition convention of January 6, 1902, and shall be ratified according to the respective laws of the two contracting parties. The ratifications shall be exchanged at Washington as soon as possible.

In testimony whereof, the respective plenipotentiaries have signed the above articles, both in the English and Danish languages and have hereunto affixed their seals.

Done in duplicate, at the City of Washington, this sixth day of November, nineteen hundred and five.

ELIHU ROOT	[SEAL]
C. BRUN	[SEAL]

INDUSTRIAL DESIGNS AND MODELS

*Exchange of notes at Washington and Bar Harbor, Maine, June 22
and 26, 1906*

Entered into force June 26, 1906

Treaty Series 483

The Acting Secretary of State to the Danish Minister

DEPARTMENT OF STATE
WASHINGTON, *June 22, 1906*

No. 629

SIR:

I have the honor to acknowledge the receipt of your note of the 8th instant, in which you state that your Government instructs you to propose to the Department that the Government of the United States declare formally, in a note addressed to your legation, that, under the laws of the United States, it is not necessary, in order to secure the protection of Danish industrial designs or models, that the articles they represent shall be manufactured in the United States.

In return for such a declaration you announce your willingness to declare, under authority already received from your Government, that the Government of the King will promulgate a royal ordinance by which, under the law of April 1, 1905, § 11 i. f., exemption from Rule No. 4 of § 11, relating to the requirement that the corresponding articles shall be manufactured in Denmark, shall be granted to American industrial drawings or models as long as the said laws of the United States on the subject shall remain unchanged.

In reply I have the honor to inform you that this Government is willing to make, and does hereby formally make, the declaration cited above on the condition proposed by you.

Accept, etc.,

ROBERT BACON,
Acting Secretary

Mr. CONSTANTIN BRUN,
Etc., Etc., Etc.

The Danish Minister to the Secretary of State

[TRANSLATION]

LEGATION OF DENMARK
BAR HARBOR, ME., *June 26, 1906*

MR. SECRETARY OF STATE:

I have the honor to acknowledge the receipt of your excellency's note No. 629, of the 22d instant, by which Mr. Robert Bacon, Acting Secretary of State, was so good as to make, on the condition proposed by me, the formal declaration that, under the laws of the United States, it is not necessary, in order to secure the protection of Danish industrial designs or models, that the articles they represent shall be manufactured in the United States.

In return for that declaration and conformably to the condition proposed by me, I hasten, by virtue of an authorization received from the Royal Ministry of Foreign Affairs, formally to declare that the Government of the King will cause to be promulgated a royal ordinance by which, under the law of April 1, 1905, § 11 i. f., exemption from the rule in § 11, No. 4, relative to the requirement that corresponding articles shall be manufactured in Denmark, shall be granted to industrial designs or models from the United States as long as the laws of the United States relative to the matter under consideration shall remain unchanged.

I shall have the honor to transmit the text of the royal ordinance to your excellency immediately upon its promulgation.¹

Be pleased to accept, etc.,

C. BRUN

¹ The royal ordinance was promulgated Aug. 14, 1906.

PROTECTION OF TRADEMARKS IN CHINA

Exchange of notes at Washington March 19 and 25, May 27, and June 12, 1907

Entered into force June 12, 1907

*Became obsolete May 20, 1943*¹

Treaty Series 487

The Danish Minister to the Secretary of State

[TRANSLATION]

LEGATION OF DENMARK
WASHINGTON, D.C., *March 19, 1907*

MR. SECRETARY OF STATE: By order of my Government I have the honor to beg that Your Excellency will kindly let me know whether the Government of the United States would be disposed to conclude an arrangement with the Government of the King for the reciprocal protection in China of the trade-marks of the citizens of our two countries when the said trade-marks are duly registered in the country of the infringer.

Should the Government of the United States be disposed to conclude such an arrangement, the King's Government would take the necessary measures to have Danish subjects who would infringe in China an American trade-mark duly registered in Denmark, brought before the Danish Consular Court at Shanghai and eventually punished in accordance with the provisions of the law of Denmark.

The Government of the King would expect the Government of the United States to take similar measures in regard to American citizens who might violate in China the privilege of a Danish subject whose trade-mark is duly registered in the United States.

¹ Date on which the United States relinquished extraterritorial rights in China, pursuant to treaty of Jan. 11, 1943 (TS 984, *ante*, vol. 6, p. 739, CHINA).

I am authorized to add that my Government would be very glad if such an arrangement could be effected by means of an exchange of notes between Your Excellency and me.

Hoping that Your Excellency will see no objection to assenting to this proposal of my Government, I beg you to accept, Mr. Secretary of State, the renewed assurance of my high consideration.

C. BRUN

The Secretary of State to the Danish Minister

No. 671

DEPARTMENT OF STATE,
WASHINGTON, March 25, 1907

SIR: I have the honor to acknowledge the receipt of your note of the 19th instant, in which, by order of your Government, you inquire whether the Government of the United States would be disposed to conclude with that of Denmark an arrangement by an exchange of notes for the reciprocal protection in China of trade-marks of the citizens of either country from infringement by citizens of the other when the said trade-marks are duly registered in the country of the infringer.

By this agreement Danish subjects infringing in China an American trade-mark duly registered in Denmark would, you state, be brought before the Danish Consular Court at Shanghai and eventually punished in accordance with the provisions of the law of Denmark, and the Government of the King would expect the Government of the United States to take similar measure in regard to American citizens who might violate in China the privilege of a Danish subject whose trade-mark is duly registered in the United States.

The agreement proposed by your Government is in line with the agreements which have been effected by exchange of notes between the Minister of the United States at Peking and the diplomatic representatives there of certain other countries.

It is to be pointed out, however, that in view of the fact that there is no statute in the United States making the infringement—counterfeiting, etc., of a trade-mark—a criminal offense, and that effectual provision exists by a civil action for damages by the owner of a trade-mark, the word “punishment” is to be understood, with respect to the United States, to refer to a civil action only and not to a criminal procedure.

If this explanation, which has been made in the case of each of the agreements mentioned above, is satisfactory to your Government, I shall be pleased to make the exchange of notes with you.

Accept, Mr. Minister, the renewed assurances of my highest consideration.

ELIHU ROOT

The Danish Chargé d'Affaires to the Secretary of State

[TRANSLATION]

DANISH LEGATION

May 27, 1907

MR. SECRETARY OF STATE: Referring to note No. 671, which Your Excellency had the kindness to address to the legation on March 25 last, I have the honor, by order of my Government, to inform you that the necessary instructions have been sent to the Danish consul at Shanghai (the consular headquarters for the whole of China) in order to authorize him to protect American trade-marks, duly deposited in Denmark, against violations by Danish subjects in China, to the same extent as Danish marks of the same nature are protected.

The law which the Danish court at Shanghai is called upon to enforce in the premises is the Danish law of April 11, 1890, amended by the law of December 19, 1898, and the ordinances of September 28, 1894, and September 12, 1902.

Hoping to receive a note informing me that the diplomatic and consular officers of the United States in the Middle Kingdom have had the necessary instructions sent to them in order to insure reciprocity by granting the protection of the United States Consular Courts in China to Danish subjects against American citizens who have counterfeited Danish trade-marks regularly deposited in the United States, I beg of you, Mr. Secretary of State, to accept the renewed assurance of my highest consideration.

J. CLAN

The Secretary of State to the Danish Chargé d'Affaires

DEPARTMENT OF STATE

WASHINGTON, June 12, 1907

No. 694

SIR: I have the honor to acknowledge the receipt of your note of the 27th ultimo by which you inform me that in pursuance of the understanding reached by the correspondence which passed between the Danish legation and the Department of State on March 19 and 25, 1907, the necessary instructions have been sent to the Danish consul at Shanghai (the consular headquarters for the whole of China) in order to authorize him to protect American trade-marks, duly deposited in Denmark, against violations by Danish subjects in China, to the same extent as Danish marks of the nature are protected.

As a completion of the exchange of notes to give the said understanding effect, I have the honor to inform you that, on the part of the United States,

the Minister of the United States at Peking has this day been instructed to inform the consular officers of the United States in China that hereafter trade-marks of Danish subjects, which have been duly registered in the United States, are to be protected against infringement by such persons as come under the jurisdiction of the United States Consular Courts in China.

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

ELIHU ROOT

ARBITRATION

Convention signed at Washington May 18, 1908

Senate advice and consent to ratification May 20, 1908

Ratified by the President of the United States January 8, 1909

Ratified by Denmark February 15, 1909

Ratifications exchanged at Washington March 29, 1909

Entered into force March 29, 1909

Proclaimed by the President of the United States March 29, 1909

Expired March 29, 1914

36 Stat. 2151; Treaty Series 520

The Government of the United States of America and His Majesty the King of Denmark, signatories of the Convention for the pacific settlement of international disputes, concluded at The Hague on the 29th July, 1899;¹

Taking into consideration that by Article XIX of that Convention the High Contracting Parties have reserved to themselves the right of concluding Agreements, with a view to referring to arbitration all questions which they shall consider possible to submit to such treatment;

Have authorized the Undersigned to conclude the following arrangement:

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, 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

¹ TS 392, *ante*, vol. 1, p. 230.

agreements on the part of the United States will be made by the President of the United States, by and with the advice and consent of the Senate thereof, and on the part of Denmark by the King in such forms and conditions as He may find requisite or appropriate.

ARTICLE III

The present Convention is concluded for a period of five years, dating from the day of the exchange of the ratifications.

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 His Majesty the King of Denmark.

The ratifications of this Convention shall be exchanged at Washington as soon as possible, and it shall take effect on the date of the exchange of its ratifications.

Done in duplicate in the English and Danish languages, at Washington, this 18th day of May in the year 1908.

ROBERT BACON	[SEAL]
C. BRUN	[SEAL]

ADVANCEMENT OF PEACE

Treaty signed at Washington April 17, 1914

Senate advice and consent to ratification September 30, 1914

Ratified by Denmark November 21, 1914

Ratified by the President of the United States January 14, 1915

Ratifications exchanged at Washington January 19, 1915

Entered into force January 19, 1915

Proclaimed by the President of the United States January 20, 1915

38 Stat. 1883; Treaty Series 608

The United States of America and His Majesty the King of Denmark 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

His Majesty the King of Denmark: Mr. Constantin Brun, His Chamberlain and Envoy Extraordinary and Minister Plenipotentiary to the United States;

Who, after having communicated to each other their respective full powers, found to be in proper form, have agreed upon the following articles:

ARTICLE I

The High Contracting Parties agree that all disputes between them, of every nature whatsoever, which diplomacy shall fail to adjust, shall be submitted for investigation and report to an International Commission, to be constituted in the manner prescribed in the next succeeding article; and they agree not to declare war or begin hostilities during such investigation and report.

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 is understood that the fifth member of the Commission shall not be a citizen of either country. The expenses of the Commission shall be paid by the two Governments in equal proportion.

The International Commission shall be appointed within four months after the exchange of the ratifications of this treaty; and vacancies shall be filled according to the manner of the original appointment.

Unless otherwise agreed between the parties the procedure of the International Commission shall be regulated by the prescriptions contained in the Convention signed at The Hague on October 18, 1907,¹ for the peaceful settlement of international disputes, Chapter III.

ARTICLE III

In case the High Contracting Parties shall have failed to adjust a dispute by diplomatic methods, they shall at once refer it to the International Commission for investigation and report. The International Commission may, however, act upon its own initiative, and in such case it shall notify both Governments and request their cooperation in the investigation.

The 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

The High Contracting Parties agree that, upon the receipt of the report of the International Commission as provided in Article III, they will immediately endeavor to adjust the dispute directly between them upon the basis of the Commission's findings. The High Contracting Parties, however, reserve the right to act independently on the subject matter of the dispute after the report of the Commission shall have been submitted.

ARTICLE V

The present treaty shall be ratified by the President of the United States of America, by and with the advice and consent of the Senate thereof, and by His Majesty the King of Denmark.

The ratifications shall be exchanged at Washington as soon as possible. It shall take effect immediately after the exchange of ratifications, and shall

¹ TS 536, *ante*, vol. 1, p. 577.

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 shall have given notice to the other of an intention to terminate it.

In witness whereof the respective plenipotentiaries have signed the present treaty and have affixed thereunto their seals.

Done in duplicate in the English and Danish languages at Washington this 17th day of April, in the year 1914.

WILLIAM JENNINGS BRYAN	[SEAL]
C. BRUN	[SEAL]

CESSION OF DANISH WEST INDIES

*Convention and United States declaration signed at New York
August 4, 1916; exchange of notes at Washington January 3, 1917
Senate advice and consent to ratification, with an understanding and a
condition, September 7, 1916*¹

Ratified by Denmark December 22, 1916

*Ratified by the President of the United States, with an understanding
and a condition, January 16, 1917*¹

Ratifications exchanged at Washington January 17, 1917

Entered into force January 17, 1917

Proclaimed by the President of the United States January 25, 1917

39 Stat. 1706; Treaty Series 629

CONVENTION

The United States of America and His Majesty the King of Denmark being desirous of confirming the good understanding which exists between them, have to that end appointed as Plenipotentiaries:

The President of the United States:

Mr. Robert Lansing, Secretary of State of the United States,

and His Majesty the King of Denmark:

Mr. Constantin Brun, His Majesty's Envoy extraordinary and Minister plenipotentiary at Washington,

who, having mutually exhibited their full powers which were found to be in due form, have agreed upon the following articles:

ARTICLE 1

His Majesty the King of Denmark by this convention cedes to the United States all territory, dominion and sovereignty, possessed, asserted or claimed by Denmark in the West Indies including the Islands of Saint Thomas, Saint John and Saint Croix together with the adjacent islands and rocks.

This cession includes the right of property in all public, government, or crown lands, public buildings, wharves, ports, harbors, fortifications, barracks, public funds, rights, franchises, and privileges, and all other public property

¹ For text of U.S. understanding and condition, see exchange of notes, p. 62.

of every kind or description now belonging to Denmark together with all appurtenances thereto.

In this cession shall also be included any government archives, records, papers or documents which relate to the cession or the rights and property of the inhabitants of the Islands ceded, and which may now be existing either in the Islands ceded or in Denmark. Such archives and records shall be carefully preserved, and authenticated copies thereof, as may be required shall be at all times given to the United States Government or the Danish Government, as the case may be, or to such properly authorized persons as may apply for them.

ARTICLE 2

Denmark guarantees that the cession made by the preceding article is free and unencumbered by any reservations, privileges, franchises, grants, or possessions, held by any governments, corporations, syndicates, or individuals, except as herein mentioned. But it is understood that this cession does not in any respect impair private rights which by law belong to the peaceful possession of property of all kinds by private individuals of whatsoever nationality, by municipalities, public or private establishments, ecclesiastical or civic bodies, or any other associations having legal capacity to acquire and possess property in the Islands ceded.

The congregations belonging to the Danish National Church shall retain the undisturbed use of the churches which are now used by them, together with the parsonages appertaining thereunto and other appurtenances, including the funds allotted to the churches.

ARTICLE 3

It is especially agreed, however, that:

1) The arms and military stores existing in the Islands at the time of the cession and belonging to the Danish Government shall remain the property of that Government and shall, as soon as circumstances will permit, be removed by it, unless they, or parts thereof, may have been bought by the Government of the United States; it being however understood that flags and colors, uniforms and such arms or military articles as are marked as being the property of the Danish Government shall not be included in such purchase.

2) The movables, especially silver plate and pictures which may be found in the government buildings in the islands ceded and belonging to the Danish Government shall remain the property of that Government and shall, as soon as circumstances will permit, be removed by it.

3) The pecuniary claims now held by Denmark against the colonial treasuries of the islands ceded are altogether extinguished in consequence of this cession and the United States assumes no responsibility whatsoever for or in connection with these claims. Excepted is however the amount due to the

Danish Treasury in account current with the West-Indian colonial treasuries pursuant to the making up of accounts in consequence of the cession of the islands; should on the other hand this final accounting show a balance in favour of the West-Indian colonial treasuries, the Danish Treasury shall pay that amount to the colonial treasuries.

4) The United States will maintain the following grants, concessions and licenses, given by the Danish Government, in accordance with the terms on which they are given:

a. The concession granted to "Det vestindiske Kompagni" (the West-Indian Company) Ltd. by the communications from the Ministry of Finance of January 18th 1913 and of April 16th 1913 relative to a license to embank, drain, deepen and utilize certain areas in St. Thomas Harbor and preferential rights as to commercial, industrial or shipping establishments in the said Harbor.

b. Agreement of August 10th and 14th, 1914 between the municipality of St. Thomas and St. John and "Det vestindiske Kompagni" Ltd. relative to the supply of the city of Charlotte Amalie with electric lighting.

c. Concession of March 12th 1897 to "The Floating Dock Company of St. Thomas Ltd.", subsequently transferred to "The St. Thomas Engineering and Coaling Company Ltd." relative to a floating dock in St. Thomas Harbor, in which concession the maintenance, extension, and alteration of the then existing repairing slip are reserved.

d. Royal Decree Nr. 79 of November 30th 1914 relative to the subsidies from the colonial treasuries of St. Thomas and Sainte Croix to "The West India and Panama Telegraph Company Ltd."

e. Concession of November 3rd, 1906, to K. B. Hey to establish and operate a telephone system on St. Thomas island, which concession has subsequently been transferred to the "St. Thomas Telefonselskab" Ltd.

f. Concession of February 28th 1913 to the municipality of Sainte Croix to establish and operate a telephone system in Sainte Croix.

g. Concession of July 16th 1915 to Ejnar Svendsen, an Engineer, for the construction and operation of an electric light plant in the city of Christiansted, Sainte Croix.

h. Concession of June 20th 1904 for the establishment of a Danish West-Indian bank of issue. This bank has for a period of 30 years acquired the monopoly to issue bank-notes in the Danish West-India islands against the payment to the Danish Treasury of a tax amounting to ten percent of its annual profits.

i. Guarantee according to the Danish supplementary Budget Law for the financial year 1908-1909 relative to the St. Thomas Harbor's four percent loan of 1910.

5) Whatever sum shall be due to the Danish Treasury by private individuals on the date of the exchange of ratifications are reserved and do not

pass by this cession; and where the Danish Government at that date holds property taken over by the Danish Treasury for sums due by private individuals, such property shall not pass by this cession, but the Danish Government shall sell or dispose of such property and remove its proceeds within two years from the date of the exchange of ratifications of this convention; the United States Government being entitled to sell by public auction, to the credit of the Danish Government, any portion of such property remaining unsold at the expiration of the said term of two years.

6) The Colonial Treasuries shall continue to pay the yearly allowances now given to heretofore retired functionaries appointed in the islands but holding no Royal Commissions, unless such allowances may have until now been paid in Denmark.

ARTICLE 4

The Danish Government shall appoint with convenient despatch an agent or agents for the purpose of formally delivering to a similar agent or agents appointed on behalf of the United States, the territory, dominion, property, and appurtenances which are ceded hereby, and for doing any other act which may be necessary in regard thereto. Formal delivery of the territory and property ceded shall be made immediately after the payment by the United States of the sum of money stipulated in this convention; but the cession with the right of immediate possession is nevertheless to be deemed complete on the exchange of ratifications of this convention without such formal delivery. Any Danish military or naval forces which may be in the islands ceded shall be withdrawn as soon as may be practicable after the formal delivery, it being however understood that if the persons constituting these forces, after having terminated their Danish service, do not wish to leave the Islands, they shall be allowed to remain there as civilians.

ARTICLE 5

In full consideration of the cession made by this convention, the United States agrees to pay, within ninety days from the date of the exchange of the ratifications of this convention, in the City of Washington to the diplomatic representative or other agent of His Majesty the King of Denmark duly authorized to receive the money, the sum of twenty-five million dollars in gold coin of the United States.

ARTICLE 6

Danish citizens residing in said islands may remain therein or may remove therefrom at will, retaining in either event all their rights of property, including the right to sell or dispose of such property or its proceeds; in case they remain in the Islands, they shall continue until otherwise provided, to enjoy all the private, municipal and religious rights and liberties secured to them by the laws now in force. If the present laws are altered, the said inhabi-

tants shall not thereby be placed in a less favorable position in respect to the above mentioned rights and liberties than they now enjoy. Those, who remain in the islands may preserve their citizenship in Denmark by making before a court of record, within one year from the date of the exchange of ratifications of this convention, a declaration of their decision to preserve such citizenship; in default of which declaration they shall be held to have renounced it, and to have accepted citizenship in the United States; for children under eighteen years the said declaration may be made by their parents or guardians. Such election of Danish citizenship shall however not, after the lapse of the said term of one year, be a bar to their renunciation of their preserved Danish citizenship and their election of citizenship in the United States and admission to the nationality thereof on the same terms as may be provided according to the laws of the United States, for other inhabitants of the islands.

The civil rights and the political status of the inhabitants of the islands shall be determined by the Congress, subject to the stipulations contained in the present convention.

Danish citizens not residing in the islands but owning property therein at the time of the cession, shall retain their rights of property, including the right to sell or dispose of such property, being placed in this regard on the same basis as the Danish citizens residing in the islands and remaining therein or removing therefrom, to whom the first paragraph of this article relates.

ARTICLE 7

Danish subjects residing in the Islands shall be subject in matters civil as well as criminal to the jurisdiction of the courts of the Islands, pursuant to the ordinary laws governing the same, and they shall have the right to appear before such courts, and to pursue the same course therein as citizens of the country to which the courts belong.

ARTICLE 8

Judicial proceedings pending at the time of the formal delivery in the islands ceded shall be determined according to the following rules:

(1) Judgments rendered either in civil suits between private individuals, or in criminal matters, before the date mentioned, and with respect to which there is no recourse or right to review under Danish law, shall be deemed to be final, and shall be executed in due form and without any renewed trial whatsoever, by the competent authority in the territories within which such judgments are to be carried out.

If in a criminal case a mode of punishment has been applied which, according to new rules, is no longer applicable on the islands ceded after delivery, the nearest corresponding punishment in the new rules shall be applied.

(2) Civil suits or criminal actions pending before the first courts, in which the pleadings have not been closed at the same time, shall be confirmed before the tribunals established in the ceded islands after the delivery, in accordance with the law which shall thereafter be in force.

(3) Civil suits and criminal actions pending at the said time before the Superior Court or the Supreme Court in Denmark shall continue to be prosecuted before the Danish courts until final judgment according to the law hitherto in force. The judgment shall be executed in due form by the competent authority in the territories within which such judgment should be carried out.

ARTICLE 9

The rights of property secured by copyrights and patents acquired by Danish subjects in the Islands ceded at the time of exchange of the ratifications of this treaty, shall continue to be respected.

ARTICLE 10

Treaties, conventions and all other international agreements of any nature existing between Denmark and the United States shall *eo ipso* extend, in default of a provision to the contrary, also to the ceded islands.

ARTICLE 11

In case of differences of opinion arising between the High Contracting Parties in regard to the interpretation or application of this convention, such differences, if they cannot be regulated through diplomatic negotiations, shall be submitted for arbitration to the permanent Court of Arbitration at the Hague.

ARTICLE 12

The ratifications of this convention shall be exchanged at Washington as soon as possible after ratification by both of the High Contracting Parties according to their respective procedure.

In faith whereof the respective plenipotentiaries have signed and sealed this convention, in the English and Danish languages.

Done at New York this fourth day of August, one thousand nine hundred and sixteen.

ROBERT LANSING	[SEAL]
C. BRUN	[SEAL]

UNITED STATES DECLARATION

In proceeding this day to the signature of the Convention respecting the cession of the Danish West-Indian Islands to the United States of America, the undersigned Secretary of State of the United States of America, duly

authorized by his Government, has the honor to declare that the Government of the United States of America will not object to the Danish Government extending their political and economic interests to the whole of Greenland.

ROBERT LANSING

NEW YORK, *August 4, 1916*

EXCHANGE OF NOTES

The Secretary of State to the Danish Minister

DEPARTMENT OF STATE
WASHINGTON, *January 3, 1917*

SIR:

I have the honor to inform you that the Senate of the United States by its resolution of ratification has advised and consented to the ratification of the convention between the United States and Denmark, ceding to the United States the Danish West Indian Islands, with the following provisos:

“Provided, however, That it is declared by the Senate that in advising and consenting to the ratification of the said convention, such advice and consent are given with the understanding, to be expressed as a part of the instrument of ratification, that such Convention shall not be taken and construed by the High Contracting Parties as imposing any trust upon the United States with respect to any funds belonging to the Danish National Church in the Danish West Indian Islands, or in which the said church may have an interest, nor as imposing upon the United States any duty or responsibility with respect to the management of any property belonging to said church, beyond protecting said church in the possession and use of church property as stated in said Convention, in the same manner and to the same extent only as other churches shall be protected in the possession and use of their several properties. And provided further, that the Senate advises and consents to the ratification of the said Convention on condition that the attitude of the United States in this particular, as set forth in the above proviso, be made the subject of an exchange of notes between the Governments of the two High Contracting Parties, so as to make it plain that this condition is understood and accepted by the two Governments, the purpose hereof being to bring the said Convention clearly within the Constitutional powers of the United States with respect to church establishment and freedom of religion.”

In view of this resolution of the Senate I have the honor to state that it is understood and accepted by the Government of the United States and the Government of Denmark that the provisions of this Convention referring to the property and funds belonging to the Danish National Church in the

Danish West Indian Islands shall not be taken and construed by the High Contracting Parties as imposing any trust upon the United States with respect to any funds belonging to the Danish National Church in the Danish West Indian Islands, or in which the said church may have an interest nor as imposing upon the United States any duty or responsibility with respect to the management of any property belonging to said church, beyond protecting said church in the possession and use of church property as stated in said Convention, in the same manner and to the same extent only as other churches shall be protected in the possession and use of their several properties.

I trust that your Government will in a formal reply to this communication accept this understanding as to the meaning and construction of the provisions of said Convention in accordance with the foregoing resolution of the Senate.

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

ROBERT LANSING

Mr. CONSTANTIN BRUN,
Minister of Denmark.

The Danish Minister to the Secretary of State

THE DANISH LEGATION

WASHINGTON, D.C.

January 3rd 1917

SIR:

In reply to your communication of this day concerning the relation of the United States to the rights of the Established Church in the Danish West Indies and to the provisions referring to this point in the convention between the United States and Denmark ceding to the States the Danish Westindian Islands, I have the honour to state that it is understood and accepted by the Government of Denmark and the Government of the United States that the provisions of this convention referring to the property and funds belonging to the Danish National Church in the Danish Westindian Islands shall not be taken and construed by the high contracting parties as imposing any trust upon the United States with respect to any funds belonging to the Danish National Church in the Danish Westindian Islands or in which the said Church may have an interest nor as imposing upon the United States any duty or responsibility with respect to the management of any property belonging to said church beyond protecting said church in the possession and use of church property as stated in said convention in the same manner and to the same extent only as other churches shall be protected in the possession and use of their several properties.

It will be evident from the above that the Danish Government accept the understanding as to the meaning and construction of the provisions of the

said convention in accordance with the resolution of the United States' Senate concerning the question of the rights of the Church in the Islands.

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

Your most obedient and humble servant,

C. BRUN

The Honorable

ROBERT LANSING,

Secretary of State of the United States.

DOUBLE TAXATION: SHIPPING PROFITS

Exchanges of notes at Washington May 22, August 9 and 18, October 24, 25, and 28, and December 5 and 6, 1922

Entered into force December 6, 1922; operative from January 1, 1921

47 Stat. 2612; Executive Agreement Series 14

The Danish Minister to the Secretary of State

ROYAL DANISH LEGATION

WASHINGTON, May 22, 1922

No. 157

SIR:

With reference to your letter of December 21, 1921 regarding Section 213 b No. 8 of the Revenue Act of November 23, 1921, I am directed to inform you that the Danish Government will be ready to declare in a note to the Government of the United States that the income of a nonresident alien or foreign corporation which consists of earnings derived from the operation of ships documented under the laws of the United States will on condition of reciprocity not be subject to taxation in Denmark.

I am further instructed to express to you the hope, that the United States Government may find it possible to extend the tax exemption in the case of Danish shipowners to include also the years 1917–1920, in which case the Danish Government will be prepared to draft the above named note to the American Government accordingly.

I have the honor to add that I am authorized to make the same statement on behalf of the Government of Iceland and I beg that my present communication may be considered as an expression also of the intention and desire of the Government of Iceland.¹

I venture to hope that this proposition may be found satisfactory and that you will be able to consent to the exchange of notes referred to above at your earliest convenience.

¹Terminated for Iceland Jan. 1, 1962, by agreement between the United States and Iceland dated Dec. 21 and 27, 1962 (13 UST 3827; TIAS 5255).

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

C. BRUN

The Honorable
CHARLES EVANS HUGHES,
Secretary of State,
Department of State, Washington, D. C.

The Secretary of State to the Danish Minister

DEPARTMENT OF STATE
WASHINGTON, August 9, 1922

SIR:

I have the honor to refer further to your note of May 22, 1922, in which you refer to Section 213(b)(8) of the Revenue Act of 1921, providing for the exemption from taxation of the income of a non-resident alien or foreign corporation which consists of earnings derived from the operation of ships documented under the laws of a foreign country which grants an equivalent exemption to citizens of the United States, and state that your Government is prepared to declare to the Government of the United States that the income of a non-resident alien or foreign corporation which consists of earnings derived from the operation of ships documented under the laws of the United States will, on the condition of reciprocity, not be subject to taxation in Denmark or Iceland. You express the hope that it may be possible for this Government to extend the income tax exemption in question, on the basis of reciprocity, to the years 1917 to 1920, inclusive.

I have the honor to state that in order to establish between the United States and Denmark and the United States and Iceland the reciprocal income tax exemption provided for in Section 213(b)(8) of the Revenue Act of 1921, it will be necessary for the Danish Government to declare that the income from sources in Denmark and Iceland of a citizen of the United States or of an American corporation which consists exclusively of earnings derived from the operation of ships documented under the laws of the United States is not subject to income taxation in Denmark or in Iceland. Upon the receipt of a note to this effect from the Danish Government this Government will declare, in a note to the Danish Government, that Denmark and Iceland satisfy the equivalent exemption provision of Section 213(b)(8) of the Revenue Act of 1921.

I may state that in the statutes now in force no provision is made for the exemption from taxation by this Government of the income derived from the operation of foreign ships prior to January 1, 1921, and that the appropriate authorities advise the Department that they cannot see their way

clear to recommend to Congress a modification of these statutes so as to provide for the exemption of Danish and Icelandic shipowners from the payment of income taxes for the years 1917 to 1920 inclusive.

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

CHARLES E. HUGHES

Mr. CONSTANTIN BRUN,
Minister of Denmark.

The Danish Minister to the Secretary of State

ROYAL DANISH LEGATION
WASHINGTON, *August 18, 1922*

No. 236

SIR:

By my letter of August 12th (No. 230) regarding an exchange of notes between the Government of Denmark and the Government of the United States for the reciprocal exemption of shipowners from income tax, I stated it to be the understanding of the Danish Government that this exemption when established would be as from January 1st 1921, notwithstanding the fact that the actual exchange of notes can not be arranged for until some time hence because the conditions stated in your note to me of August 9th must first be brought to the knowledge of the Danish Government.

I would be greatly obliged to you if you would be so good as to confirm to me the correctness of the above named understanding.

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

Your most obedient and humble servant,

C. BRUN

The Honorable

CHARLES EVANS HUGHES,

Secretary of State,

Department of State, Washington, D. C.

The Danish Minister to the Secretary of State

ROYAL DANISH LEGATION
WASHINGTON, *October 24th 1922*

No. 284

SIR:

With further reference to your reply-note of August 9th 1922 relative to the reciprocal exemption of shipowners from income tax as from January 1st 1921, in accordance with Section 213 *b* 8 of the Revenue Act of 1921,

and pursuant to instructions now received from the Danish Minister of Foreign Affairs, I have the honor to declare on behalf of the Danish Government that the income from sources in Denmark and Iceland of a citizen of the United States or of an American corporation, which consists exclusively of earnings derived from the operation of ships documented under the laws of the United States, is not subject to income taxation in Denmark or in Iceland.

In these circumstances I venture to hope that you will state in a note to me, for the information of the Danish Government, that Denmark and Iceland satisfy the equivalent exemption provision of Section 213 *b* 8 of the Revenue Act of 1921 and that Danish and Icelandic shipowners will be exempted from income tax in the United States as provided in the said Section as from January 1st 1921, in accordance with the letter (No. 236) which I had the honor to address to you on August 18th 1922.

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

Your most obedient and humble servant,

C. BRUN

The Honorable

CHARLES EVANS HUGHES,

Secretary of State,

Department of State, Washington, D. C.

The Secretary of State to the Danish Minister

DEPARTMENT OF STATE
WASHINGTON, *October 25, 1922*

SIR:

I have the honor to refer to your note of August 18, 1922, in which, with reference to the proposed exchange of notes between the United States and Denmark for the reciprocal exemption of ship owners from income taxation, you request the Department to confirm the understanding of the Danish Government that this exemption, when established, would be as from January 1, 1921, notwithstanding the fact that the actual exchange of notes can not be arranged until some later date.

I have the honor to state that upon receipt of a note from the Danish Government declaring that the income from sources in Denmark and Iceland of a citizen of the United States or of an American corporation, which consists exclusively of earnings derived from the operation of ships documented under the laws of the United States, has since January 1, 1921, not been subject to income taxation in Denmark, or in Iceland, the Treasury Department will issue a statement that Denmark and Iceland satisfy the equivalent exemption provision of Section 213(b)(8) of the Revenue Act

of 1921. In case income taxes have been collected by this Government from non-resident aliens or foreign corporations on income which consists exclusively of earnings derived since January 1, 1921, from the operation of ships documented under the laws of Denmark or Iceland, such taxes will be refunded to claimants.

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

For the Secretary of State:

WILLIAM PHILLIPS

Mr. CONSTANTIN BRUN,
Minister of Denmark.

The Danish Minister to the Secretary of State

ROYAL DANISH LEGATION
WASHINGTON, *October 28th 1922*

No. 290

SIR:

I have the honor to acknowledge the receipt of your reply-letter of October 25th with reference to the proposed exchange of notes between Denmark and the United States for the reciprocal exemption of shipowners from income taxation, which has evidently crossed my note to you of October 24th on the same subject.

In answer thereto I beg to state that the income from sources in Denmark and Iceland of a citizen of the United States or of an American corporation, which consists exclusively of earnings derived from the operation of ships documented under the laws of the United States, is not and has not since January 1st 1921 or previously been subject to income taxation in Denmark, or in Iceland, and that my letter to you of October 24th should be so understood.

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

Your most obedient and humble servant,

C. BRUN

The Honorable

CHARLES EVANS HUGHES,

Secretary of State,

Department of State, Washington, D. C.

The Secretary of State to the Danish Minister

DEPARTMENT OF STATE

WASHINGTON

SIR:

I have the honor to refer to your note of October 28, 1922, in further reference to the proposed exchange of notes between the United States and

Denmark for the reciprocal exemption of ship owners from income taxation, for which provision is made in Section 213(b)(8) of the Revenue Act of 1921, and to inform you of the receipt of a communication from the Treasury Department regarding the matter, from which the following paragraph is quoted for your information:

"I have the honor to advise that inasmuch as the income from sources in Denmark and Iceland of a citizen of the United States or of a corporation organized therein which consists exclusively of earnings derived from the operation of ships documented under the laws of the United States is not and has not been subject to income tax since January 1, 1921 or previously, it is held that Denmark and Iceland satisfy the equivalent exemption provision of Section 213(b)(8) of the Revenue Act of 1921. In case any Federal income taxes have been collected from nonresident aliens or foreign corporations on income which consists exclusively of earnings derived on or since January 1, 1921, from the operation of ships documented under the laws of Denmark or Iceland, such taxes will be the proper subject of a claim for refund."

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

For the Secretary of State:

WILLIAM PHILLIPS

The Danish Minister to the Secretary of State

ROYAL DANISH LEGATION
WASHINGTON, December 6, 1922

No. 331

SIR:

I have the honor to acknowledge the receipt of your reply-note (undated) received December 5th in which, with reference to my letter of October 28th 1922, you state

"that inasmuch as the income from sources in Denmark and Iceland of a citizen of the United States or of a corporation organized therein which consists exclusively of earnings derived from the operation of ships documented under the laws of the United States is not and has not been subject to income tax since January 1, 1921 or previously, it is held that Denmark and Iceland satisfy the equivalent exemption provision of Section 213(b)(8) of the Revenue Act of 1921".

and that

"in case any Federal income taxes have been collected from nonresident aliens or foreign corporations on income which consists exclusively of earnings

derived on or since January 1, 1921, from the operation of ships documented under the laws of Denmark or Iceland, such taxes will be the proper subject of a claim for refund”.

I have at once advised the Danish Government accordingly and beg to express my very great appreciation of your courteous assistance to arrive at the desired solution of this part of the taxation question.

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

Your most obedient and humble servant,

C. BRUN

The Honorable

CHARLES EVANS HUGHES,

Secretary of State,

Department of State, Washington, D. C.

SUPPRESSION OF SMUGGLING

Convention signed at Washington May 29, 1924

Senate advice and consent to ratification June 3, 1924

Ratified by Denmark July 8, 1924

Ratified by the President of the United States July 11, 1924

Ratifications exchanged at Washington July 25, 1924

Entered into force July 25, 1924

Proclaimed by the President of the United States July 25, 1924

43 Stat. 1809; Treaty Series 693

The President of the United States of America and His Majesty the King of Denmark and Iceland being desirous of avoiding any difficulties which might arise between the United States and Denmark in connection with the laws in force in the United States on the subject of alcoholic beverages have decided to conclude a Convention for that purpose, and have appointed as their Plenipotentiaries:

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

His Majesty the King of Denmark and Iceland, Mr. Kai Helmer-Petersen, His Majesty's Chargé d'Affaires at Washington,

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

ARTICLE I

The High Contracting Parties respectively retain their rights and claims, without prejudice by reason of this agreement, with respect to the extent of their territorial jurisdiction.

ARTICLE II

(1) His Majesty the King of Denmark and Iceland agrees that he will raise no objection to the boarding of private vessels under the Danish 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 Danish 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 Danish vessel for compensation on the grounds that it has suffered loss or injury through the improper or unreasonable exercise of the rights conferred by Article II of this Treaty or on the ground that it has not been given the benefit of Article III shall be referred for the joint consideration of two persons, one of whom shall be nominated by each of the High Contracting Parties.

Effect shall be given to the recommendations contained in any such joint report. If no joint report can be agreed upon, the claim shall be referred to the Permanent Court of Arbitration at The Hague described in the Convention for the Pacific Settlement of International Disputes, concluded at The

Hague, October 18, 1907.¹ The Arbitral Tribunal shall be constituted in accordance with Article 87 (Chapter IV) and with Article 59 (Chapter III) of the said Convention. The proceedings shall be regulated by so much of Chapter IV of the said Convention and of Chapter III thereof (special regard being had for Articles 70 and 74, but excepting Articles 53 and 54) as the Tribunal may consider to be applicable and to be consistent with the provisions of this agreement. All sums of money which may be awarded by the Tribunal on account of any claim shall be paid within eighteen months after the date of the final award without interest and without deduction, save as hereafter specified. Each Government shall bear its own expenses. The expenses of the Tribunal shall be defrayed by a ratable deduction of the amount of the sums awarded by it, at a rate of five per cent. on such sums, or at such lower rate as may be agreed upon between the two Governments; the deficiency, if any, shall be defrayed in equal moieties by the two Governments.

ARTICLE V

This Treaty shall be subject to ratification and shall remain in force for a period of one year from the date of the exchange of ratifications.

Three months before the expiration of the said period of one year, either of the High Contracting Parties may give notice of its desire to propose modifications in the terms of the Treaty.

If such modifications have not been agreed upon before the expiration of the term of one year mentioned above, the Treaty shall lapse.

If no notice is given on either side of the desire to propose modifications, the Treaty shall remain in force for another year, and so on automatically, but subject always in respect of each such period of a year to the right on either side to propose as provided above three months before its expiration modifications in the Treaty, and to the provision that if such modifications are not agreed upon before the close of the period of one year, the Treaty shall lapse.

ARTICLE VI

In the event that either of the High Contracting Parties shall be prevented either by judicial decision or legislative action from giving full effect to the provisions of the present Treaty the said Treaty shall automatically lapse, and, on such lapse or whenever this Treaty shall cease to be in force, each High Contracting Party shall enjoy all the rights which it would have possessed had this Treaty not been concluded.

The present Convention shall be duly ratified by the President of the United States of America, by and with the advice and consent of the Senate thereof, and by His Majesty the King of Denmark and Iceland; and the ratifications shall be exchanged at Washington as soon as possible.

¹ TS 536, *ante*, vol. 1, p. 577.

In witness whereof, the respective Plenipotentiaries have signed the present Convention in duplicate in the English and Danish languages and have thereunto affixed their seals.

Done at the city of Washington this twenty-ninth day of May one thousand nine hundred and twenty-four.

CHARLES EVANS HUGHES

[SEAL]

HELMER PETERSEN

[SEAL]

WAIVER OF VISA FEES FOR NONIMMIGRANTS

Exchange of notes at Copenhagen July 2 and September 29, 1925
Entered into force September 29, 1925; operative from August 6, 1925
Suspended during World War II; revived February 15, 1946

Department of State files

The Ministry for Foreign Affairs to the American Legation

[TRANSLATION]

MINISTRY FOR FOREIGN AFFAIRS

Journal Nr. 36 D. 57

NOTE VERBALE

Referring to the memorandum of the Legation of the United States of America, dated June 11, last, containing a project regarding the possible reciprocal suppression of fees for visas for Danish and American subjects travelling to the United States of America, and Denmark, respectively, the Foreign Office has the honor to inform the Legation, that the Danish Government is ready to conclude an agreement with the Government of the United States, under which the subjects of the United States of America can, in general, obtain the visa free of charge and for a duration of one year, if the passport of the person concerned is valid for the same period, and on condition that the Danish subjects going to the United States as non-immigrants, likewise in general obtain the visa free of charge for one year, if the passport of the person in question is valid for the same duration.

As soon as the Government of the United States of America declares its readiness to accept the proposition of the Danish Government, the Foreign Office shall not fail to instruct the competent authorities of the suppression of fees for such visas from the date that may be suitable to the Government of the United States of America. However, the Foreign Office would appreciate being notified four weeks in advance in order that the Foreign Office may give the necessary instructions.

COPENHAGEN, *July 2, 1925.*

The American Chargé d'Affaires to the Minister of Foreign Affairs

AMERICAN LEGATION

COPENHAGEN, *September 29, 1925*

No. 380

MR. MINISTER:

I have the honor to make the following statement of my understanding of the agreement concluded on behalf of the Government of the United States and the Royal Danish Government with respect to the reciprocal suppression by both countries, and the validity, of the fees for nonimmigrant visas.

It is understood that

Fees for the visas, and applications therefor, of Danish nonimmigrants, are abolished, on condition that the fees for the visas, and applications therefor, are waived for citizens of the United States.

Visas granted by the Danish authorities to American subjects, and by the authorities of the United States to Danish subjects, are valid for one year, and are good for repeated entry into respectively Denmark and the United States, provided that the passport does not expire within that period.

The above agreement is effective from August 6, 1925.

I have the honor to request Your Excellency's confirmation of the accord thus reached.

I avail myself of this occasion to renew to Your Excellency the assurances of my highest consideration.

OLIVER B. HARRIMAN

Chargé d'Affaires a. i.

COUNT CARL MOLTKE,
Minister for Foreign Affairs,
Copenhagen

NARCOTIC DRUGS

Exchange of notes at Copenhagen February 3 and April 23, 1928
Entered into force April 23, 1928

Department of State files

The American Minister to the Minister of Foreign Affairs

No. 116

COPENHAGEN, February 3rd, 1928

MR. MINISTER:

I have the honor to inform your Excellency that my Government, desiring to bring about a stricter control of the illicit traffic in narcotic drugs, proposes as a means the organization of a closer cooperation between appropriate administrative officials of the United States of America and those of certain European Governments.

For this purpose, I am instructed to propose to your Excellency's government the following measures:

(1) The direct exchange between the Department of the Treasury and the corresponding Danish Department of information and evidence with reference to persons engaged in this illicit traffic. This information and evidence would include photographs, criminal records, finger prints, Bertillon measurements, descriptions 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 persons involved in smuggling drugs, if such movements may 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 my 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."

I trust that this proposition of my Government will obtain the agreement of the Royal Government and in this case I beg you to be kind enough to inform me of the name and official position of the Royal official with whom Colonel Nutt could correspond.

I avail myself of this opportunity to renew to you, Mr. Minister, the assurances of my highest consideration.

H. PERCIVAL DODGE

To His Excellency

Dr. MOLTESEN,

Royal Ministry for Foreign Affairs.

E. V.

The Ministry for Foreign Affairs to the American Legation

[TRANSLATION]

MINISTRY FOR FOREIGN AFFAIRS

Journal Nr. 28 Q 18

NOTE VERBALE

In continuation of its Note Verbale of April 11th last the Ministry for Foreign Affairs, after having consulted the competent authorities, has the honor to inform the Legation of the United States of America that those authorities have reported that contraventions of the provisions of the legislation on opium in Denmark are relatively rare and that the international rules to prevent all attempts to evade the law already necessitate, with reference to their practical importance for Denmark, a considerable work of control and correspondence. Nevertheless, the Danish authorities have declared that they are quite disposed, in cases where contraventions of importance, especially for America, may be brought to the knowledge of the Health Administration of Denmark, to advise the competent American authorities of the same by transmitting to them all the information relative thereto. The Health Administration will, for its part, be pleased to receive such information as the United States may consider to be of importance for Denmark.

COPENHAGEN, *April 23, 1928.*

ARBITRATION

Treaty signed at Washington June 14, 1928

Senate advice and consent to ratification December 18, 1928

Ratified by the President of the United States January 4, 1929

Ratified by Denmark March 12, 1929

Ratifications exchanged at Washington April 17, 1929

Entered into force April 17, 1929

Proclaimed by the President of the United States April 17, 1929

46 Stat. 2265; Treaty Series 784

The President of the United States of America and His Majesty the King of Denmark and Iceland

Determined to prevent so far as in their power lies any interruption in the peaceful relations that have always existed between the United States and Denmark;

Desirous of reaffirming their adherence to the policy of submitting to impartial decision all justiciable controversies that may arise between the two countries; and

Eager by their example not only to demonstrate their condemnation of war as an instrument of national policy in their mutual relations, but also to hasten the time when the perfection of international arrangements for the pacific settlement of international disputes shall have eliminated forever the possibility of war among any of the Powers of the world;

Have decided to conclude a new treaty of arbitration enlarging the scope and obligations of the arbitration convention signed at Washington on May 18, 1908,¹ which expired by limitation on March 29, 1914, and for that purpose they have appointed as their respective Plenipotentiaries

The President of the United States of America: Mr. Frank B. Kellogg, Secretary of State of the United States;

His Majesty the King of Denmark and Iceland: Mr. Constantin Brun, His Majesty's Envoy Extraordinary and Minister Plenipotentiary at Washington; who, having communicated to one another their full powers found in good and due form, have agreed upon the following articles:

¹ TS 520, *ante*, p. 51.

ARTICLE I

All differences relating to international matters in which the High Contracting Parties are concerned by virtue of a claim of right made by one against the other under treaty or otherwise, which it has not been possible to adjust by diplomacy, which have not been adjusted as a result of reference to the Permanent International Commission constituted pursuant to the treaty signed at Washington April 17, 1914,² 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, 1907,³ 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 Denmark 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 Denmark 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 Denmark in accordance with its constitutional laws.

The ratifications shall be exchanged at Washington as soon as possible, and the treaty shall take effect on the date of the exchange of the ratifications. It shall thereafter remain in force continuously unless and until terminated

² TS 608, *ante*, p. 53.

³ TS 536, *ante*, vol. 1, p. 577.

by one year's written notice given by either High Contracting Party to the other.

In faith whereof the respective Plenipotentiaries have signed this treaty in duplicate in the English and Danish languages, both texts having equal force, and hereunto affix their seals.

Done at Washington the fourteenth day of June, one thousand nine hundred and twenty-eight.

FRANK B. KELLOGG [SEAL]

C. BRUN [SEAL]

TAXATION: PASSENGER AUTOMOBILES

Exchange of notes at Bar Harbor, Maine, September 4, 1928, and at Washington, October 27, 1928, and February 2, 1929

Entered into force February 2, 1929; operative from February 1, 1929

48 Stat. 1871; Executive Agreement Series 61

The Danish Minister to the Acting Secretary of State

No. 125

p.t. BAR HARBOR, MAINE, September 4, 1928

SIR,

I am directed to inform you, that the Danish Government, on condition of reciprocity, is prepared to grant freedom from taxation for a period of 3 months to foreign automobiles built for the transportation of passengers not to exceed 7 in number including the driver, and belonging in the country in question and registered as the property of persons residing there.

In these circumstances I would be greatly obliged to you for being so good as to let me know, what formalities and conditions must be complied with in order that motor vehicles registered in Denmark may be exempted from taxation in the United States, therein included duties and taxes of all kinds.

I have the honor to be, Sir,

With the highest consideration,

Your most obedient and humble servant,

C. BRUN

The Honorable

J. REUBEN CLARK, Jr.,

Acting Secretary of State,

Department of State, Washington, D.C.

The Secretary of State to the Danish Minister

DEPARTMENT OF STATE

WASHINGTON, *October 27, 1928.*

SIR:

I have the honor to acknowledge the receipt of your note of September 4, 1928, in which you were good enough to inform me that your Government,

on the basis of reciprocity, is prepared to grant freedom from taxation for a period of three months to foreign automobiles built for transportation of passengers not to exceed seven in number, including the driver, and belonging in the country in question and registered as the property of persons residing there.

In reply I have the honor to inform you that the Federal Government imposes no taxes on automobiles in the United States. The taxation of owners of automobiles and the exaction of fees for the registration of automobiles is a matter for determination by the several States. The Department has been informally advised that an investigation of the motor vehicle laws of the forty-eight States of the United States discloses the fact that all of them grant reciprocity to foreign visitors.

This reciprocity is granted in respect both to the license plate and the driving license, provided, of course, that the same reciprocity is extended by foreign countries to residents of States that are now granting this courtesy. With regard to the taxation of owners of automobiles which is usually distinct from the payment of a registration fee, it may be stated that it is the Department's understanding that as a general rule such taxes are only imposed upon persons who are found to be legal residents of a certain State. Such taxes, it is believed, would not be exacted from persons who are merely touring through the several States of the Union, the class of persons to whom, presumably, reference is made in your note under acknowledgment.

In this connection the following information regarding the freedom from customs duties granted on a reciprocal basis to motorcycles and automobiles brought into the United States by nonresidents for a period of not more than six months, quoted from a letter from the Treasury Department, would appear pertinent to your inquiry:

"The regulations governing such importations are contained in Chapter VIII, Customs Regulations of 1923, Articles 406-413. Article 407 provides that entry shall be made on Customs Form 7501, and that bond shall be given on Customs Form 7563 (with surety) in a penal sum equal to double the estimated duties. In lieu of such bond, the importer may deposit a cash amount equal to the estimated duties, which is treated as a cash bond. The entry will be liquidated free of duty, and the bond canceled or the amount deposited returned, if the vehicle in question is exported within the six months period prescribed by Section 308 and provided that exportation is made in the manner required by Article 412 of the regulations. When not so exported, the vehicles are treated in the same manner as similar articles imported for sale and consumption, and assessed for duty on their value at the time of importation. The six months period prescribed for exportation cannot be extended."

I have the honor to express the hope that in the light of the foregoing information the competent Danish authorities will be prepared to grant reciprocal treatment to American citizens desiring to drive automobiles in Denmark.

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

For the Secretary of State:

W. R. CASTLE, Jr.

Mr. CONSTANTIN BRUN,
Minister of Denmark.

The Danish Minister to the Secretary of State

No. 14

FEBRUARY 2, 1929

SIR,

Referring again to your reply-letter of October 27, 1928 in regard to taxation in this country of automobiles and exemption from such taxation of the automobiles of foreign visitors, I have the honor to state as follows:

In the last paragraph of your aforesaid letter you expressed the hope, that the competent Danish authorities, in the light of the information placed at their disposal, would be prepared to grant reciprocal treatment to American citizens desiring to drive automobiles in Denmark.

In this connection I am directed by the Danish Minister of Foreign Affairs to transmit to you the four copies here enclosed of a Regulation issued on this subject on January 18, 1929 by the Danish Ministry of Public Works. It will be seen that this Regulation, in view of the authorization contained in § 7 No. 1 of the Act No. 143 of July 1, 1927 on taxation of automobiles, etc., exempts from the tax prescribed in the said paragraph, for a period not exceeding 3 months, (visiting) automobiles for transportation of persons, built to seat not more than seven persons including the chauffeur, which belong in the United States and are registered in the United States as the property of persons residing in the United States.

A copy of § 7 No. 1 of the said Act is herewith enclosed.

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

Your most obedient and humble servant,

C. BRUN

The Honorable

FRANK B. KELLOGG,

Secretary of State,

Department of State, Washington, D.C.

[ENCLOSURE 1—TRANSLATION]

PROCLAMATION RELATIVE TO EXEMPTION FROM TAXATION IN THIS COUNTRY OF MOTOR CARS AND TRAILERS TO SAME, WHICH BELONG IN THE UNITED STATES, AND WHICH ARE USED IN ENTERING THIS COUNTRY BY PERSONS COMING TO DENMARK FROM ABROAD.

Journal N. 371 c.
Circular No. B

Pursuant to the authority given to the Minister of Public Works in section 7, paragraph 1, in act no. 143 of July 1, 1927, relative to tax on motor vehicles, etc., the Ministry, after consultation with the Ministry of Finance, hereby waives the tax, in accordance with the said paragraph, on such passenger automobiles belonging in the United States as are designed to carry not more than 7 persons including the chauffeur, and are registered in the country in question as belonging to persons domiciled in that country.

Exemption from taxation is valid only for a period of 3 months, and therefore the liability to taxation mentioned by sections 1–6 of the above-named law arises in case the vehicle remains in this country for more than 3 months.

This proclamation shall go into effect February 1, 1929.

Which is hereby made public, reference being made to the proclamation of January 28, 1928, on this subject.

MINISTRY OF PUBLIC WORKS,
January 18, 1929.

J. P. STENSALLE
CH. BUCHWALD

[ENCLOSURE 2—TRANSLATION]

COPY OF ACT NO. 143 OF JULY 1, 1927, ON TAXATION OF AUTOMOBILES, ETC.

Section 7, No. 1

The following taxes shall be paid on motor cars and trailers to same not belonging in this country, which are used in entering this country by persons coming to Denmark from abroad, except in the exceptional cases mentioned in section 1, paragraph 2.

On passenger automobiles, which are designed to carry not more than 7 persons including the chauffeur, and on trailers to passenger automobiles, 5 kroner for up to 2 days' driving, 15 kroner for up to 8 days' driving, and 50 kroner for up to 1 month's driving. If the car does not remain in this country during the whole period for which the tax is paid, it may be driven in this country later during the remaining time without payment of a new tax.

On passenger automobiles which are designed to carry more than 7 persons including the chauffeur, on tractors, commercial automobiles and motor trucks and on trailers to the same, 8 kroner for up to 2 days' driving, 25 kroner

for up to 8 days' driving, and 80 kroner for up to 1 month's driving.

The tax is paid in advance in accordance with rules which shall be definitely fixed by the Minister of Public Works, after consultation with the Minister of Finance.

The Minister of Public Works may, however, after consultation with the Minister of Finance, waive payment of taxes under the present provision for passenger automobiles belonging in countries which grant the corresponding exemption from taxes for passenger automobiles belonging in this country.

RECOGNITION OF LOAD-LINE CERTIFICATES

Exchange of notes at Washington January 16, 1932

Entered into force January 16, 1932

*Terminated January 1, 1933*¹

47 Stat. 2690; Executive Agreement Series 29

The Danish Minister to the Secretary of State

ROYAL DANISH LEGATION

WASHINGTON, D.C., *January 16, 1932*

No. 4

SIR,

By a note of November 4, 1930, my predecessor had the honor to address himself to you with an inquiry as to whether the United States Government would be ready to enter into a reciprocal load line agreement with the Danish Government which should remain effective pending the coming into force in the two countries of the International Load Line Convention concluded at London on July 5, 1930, and whereby the Governments of Denmark and the United States would each recognize as equivalent the load line laws and regulations of the other and, therefore, their respective freeboard certificates of the marking of merchant vessels.

In reply you have by a note of August 25, 1931, informed this Legation that the Government of the United States is ready to conclude such a reciprocal agreement. You have further added that the Government of the United States understands that the load line marks made under authority of the two Governments will be in accordance with load line certificates; that the hull and superstructures of the vessel certificated will not have been so materially altered since the issuance of the certificates as to affect the calculations on which the load line was based, and that alterations will not have been made so that the

- (1) Protection of openings,
- (2) Guard Rails,
- (3) Freeing Ports,
- (4) Means of Access to Crews Quarters,

¹ Upon entry into force for the United States and Denmark of International Load Line Convention of July 5, 1930 (TS 858, *ante*, vol. 2, p. 1076).

have made the vessel manifestly unfit to proceed to sea without danger to human life.

Having submitted this reply to my Government, I am now instructed to convey to you the following information: The Danish Government is ready to give full recognition, for the time until the International Load Line Convention mentioned above shall come into force in both countries, to the load line rules and regulations of the Government of the United States and to the certificates and load line marks made on American merchant vessels pursuant thereto. In giving such recognition the Danish Government concurs, subject to reciprocity, in the foregoing understandings. I am, however, instructed to draw your attention to the fact that since the beginning of the negotiations regarding this temporary agreement the Danish rules concerning freeboard have undergone the following modification:

A provisional notification² dealing with the application to Danish Ships of the International Load Line Convention of July 5, 1930, has been issued by the Danish Ministry of Shipping and Fisheries on July 8, 1931. Pursuant to this Notification of which this Legation had the honor to forward to you a copy by a note of August 13, 1931, Danish ships in international trade have already been permitted to obtain freeboard and load line certificates in accordance with the above quoted International Load Line Convention, which has been ratified by Denmark on July 30, 1931. The Danish Government assumes that also such certificates issued in accordance with the said Convention will be recognized in the United States pending the coming into force in both countries of the Convention.

I have the honor to request that you will be good enough to confirm the full recognition of the Government of the United States for the period mentioned above of the Danish load line laws and regulations and the Danish freeboard certificates of the marking of merchant vessels, including the certificates issued pursuant to the foregoing Provisional Notification of July 8, 1931, and of load line marks made on Danish vessels pursuant thereto.

It is understood that upon the receipt of a note to that effect the proposed agreement will become effective as from the date of such note.

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

Your most obedient and humble servant.

OTTO WADSTED

The Honorable

HENRY L. STIMSON,

Secretary of State,

Department of State, Washington, D.C.

² For text, see p. 90.

The Secretary of State to the Danish Minister

DEPARTMENT OF STATE
WASHINGTON, January 16, 1932

SIR:

I have the honor to acknowledge the receipt of your note of this date in which reference is made to your predecessor's note of November 4, 1930, proposing an arrangement between the Governments of the United States and Denmark for the reciprocal recognition of load line certificates for merchant vessels which arrangement would remain effective pending the coming into force in the two countries of the International Load Line Convention of July 5, 1930.

You made the proposal that if the Government of the United States agreed to the terms as outlined in your note of this date, that note and the reply which might be made thereto would serve as the agreement between our two countries.

Inasmuch as the Danish rules and tables for determining freeboards have been examined by the competent executive authorities of this Government and have been found to be as effective as the United States load line regulations; and inasmuch as the Government of the United States agrees to recognize the certificates issued by the Government of Denmark pursuant to the Provisional Notification of July 8, 1931, which gives ship owners the privilege of having freeboard and load lines assigned in accordance with the provisions contained in the International Load Line Convention of July 5, 1930, I have the honor to inform you that the Government of the United States hereby concurs in the terms of the arrangement as set out in your note under acknowledgment.

The Government of the United States accordingly understands that the agreement has been completed by this exchange of notes and is effective from this date.

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

For the Secretary of State:
JAMES GRAFTON ROGERS

MR. OTTO WADSTED,
Minister of Denmark.

Provisional Notification dealing with the application to Danish ships of the International Load Line Convention of 5th July, 1930

In pursuance of the 3rd Part of the Merchant Shipping (Inspection of Ships) Act of March 29th 1920 with subsequent amendments the following provisions are hereby laid down:

SECTION 1

In accordance with application to be made in each particular case by the shipowner concerned to the Ministry of Shipping and Fisheries, every Danish ship to which the provisions of the International Load Line Convention of 5th July, 1930, apply, will, after a survey having been held by the Government Ships Inspection Staff, be given freeboard and assigned load lines under the provisions of, and on the conditions contained in, the said Convention of 5th July, 1930.

Every ship to which freeboard is assigned and which is marked with load lines in accordance with the Convention of 5th July, 1930, shall henceforth be subject to the provisions of the said Convention, more particularly those dealing with zones and seasonal areas and the stowing of the cargo. The intervals between the periodical surveys dealt with in Article 14, 3 C of the Convention will be fixed at a later date.

SECTION 2

Ships to which freeboard is assigned in accordance with the foregoing rules shall have on board a copy of this present Notification and of the Convention of 5th July, 1930.

SECTION 3

This Notification shall come into force immediately.

The above is hereby made known to all whom it may concern.

THE MINISTRY OF SHIPPING AND FISHERIES.

8th July 1931

TH. STAUNING

EMIL KROGH

AIR NAVIGATION

Exchange of notes at Copenhagen March 12 and 24, 1934, with text of arrangement

Entered into force April 16, 1934

*Supplemented by agreement of December 16, 1944*¹

48 Stat. 1855; Executive Agreement Series 58

The American Minister to the Minister of Foreign Affairs

LEGATION OF THE UNITED STATES OF AMERICA

No. 46

COPENHAGEN, *March 12, 1934*

EXCELLENCY:

Reference is made to the negotiations which have taken place between the Government of the United States of America and the Government of Denmark for the conclusion of a reciprocal air navigation arrangement between the United States of America and Denmark, governing the operation of civil aircraft of the one country in the other country.

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

ARTICLE 1

Pending the conclusion of a convention between the United States of America and Denmark on the subject of air navigation, the operation of civil aircraft of the one country in the other country shall be governed by the following provisions:

ARTICLE 2

The present arrangement shall apply to the United States of America and Denmark, and likewise, subject to the provisions of the second paragraph of Article 6, the following possessions, territories or colonies over which they respectively exercise jurisdiction, including territorial waters:

¹ EAS 430, *post*, p. 114.

- (a) Alaska, Puerto Rico, Virgin Islands of the United States, and American Samoa.
- (b) Greenland.

ARTICLE 3

The term aircraft with reference to one or the other Party to this arrangement shall be understood to mean civil aircraft, including state aircraft used exclusively for commercial purposes, duly registered in the territory of such Party.

ARTICLE 4

Each of the parties undertakes to grant liberty of passage above its territory in time of peace to the aircraft of the other party, provided that the conditions set forth in the present arrangement are observed.

It is, however, agreed that the establishment and operation of regular air routes by an air transport company of one of the parties within the territory of the other party or across the said territory, with or without intermediary landing, shall be subject to the prior consent of the other party given on the principle of reciprocity and at the request of the party whose nationality the air transport company possesses.

Each party to the arrangement agrees that its consent for operation over its territory by air transport companies of the other party may not be refused on unreasonable or arbitrary grounds. The consent may be made subject to special regulations relating to aerial safety and public order.

The parties to this arrangement agree that the period in which pilots may, while holding valid pilot licenses issued or rendered valid by either country, operate registered aircraft of that country in the other country for non-industrial or non-commercial purposes shall be limited to a period not exceeding six months from the time of entry for the purpose of operating aircraft, unless prior to the expiration of this period the pilots obtain from the government of the country in which they are operating, pilot licenses authorizing them to operate aircraft for non-industrial or non-commercial purposes.

ARTICLE 5

The aircraft of each of the Parties to this arrangement, their crews and passengers, shall while within the territory of the other Party, be subject to the general legislation in force in that territory as well as the regulations in force therein relating to air traffic in general, to the transport of passengers and goods and to public safety and order insofar as these regulations apply to all foreign aircraft, their crews and passengers.

Each of the Parties to this arrangement shall permit the import or export of all merchandise which may be legally imported or exported and also the carriage of passengers, subject to any customs, immigration and quarantine restrictions, into or from their respective territories in the aircraft of the other Party, and such aircraft, their passengers and cargoes, shall enjoy the same privileges as and shall not be subjected to any other or higher duties or charges than those which the aircraft of the country, imposing such duties or charges, engaged in international commerce, and their cargoes and passengers, or the aircraft of any foreign country likewise engaged, and their cargoes and passengers, enjoy or are subjected to.

Each of the Parties to this arrangement may reserve to its own aircraft air commerce between any two points neither of which is in a foreign country. Nevertheless the aircraft of either Party may proceed from any aerodrome in the territory of the other Party which they are entitled to use to any other such aerodrome either for the purpose of landing the whole or part of their cargoes or passengers or of taking on board the whole or part of their cargoes or passengers provided that such cargoes are covered by through bills of lading and such passengers hold through tickets, issued respectively for a journey whose starting place and destination both are not points between which air commerce has been duly so reserved and such aircraft, while proceeding as aforesaid, from one aerodrome to another shall, notwithstanding that such aerodromes are points between which air commerce has been duly reserved, enjoy all the privileges of this arrangement.

ARTICLE 6

Each of the Parties to this arrangement shall have the right to prohibit air-traffic over certain areas of its territory, provided that no distinction in this matter is made between its aircraft engaged in international commerce and the aircraft of the other Party likewise engaged. The areas above which air traffic is thus prohibited by either Party must be notified to the other Party.

Each of the Parties may make the right to engage in air traffic over any of its possessions, territories or colonies, specified in subparagraphs (a) or (b) of Article 2, dependent upon the granting of a special permit and upon the fulfillment of special conditions and rules, provided that, subject to the right to reserve to national aircraft air commerce as described in the third paragraph of Article 5, no distinction in this matter is made between aircraft registered in its territory and aircraft registered in territory of the other Party. Each Party shall notify the other Party of its possession, territory or colony over which air traffic will not be permitted without a special permit.

Each of the Parties reserves the right under exceptional circumstances in time of peace and with immediate effect temporarily to limit or prohibit air traffic above its territory on condition that in this respect no distinction is made between the aircraft of the other Party and the aircraft of any foreign country.

ARTICLE 7

Any aircraft which finds itself over a prohibited area referred to in the first paragraph of Article 6 shall, as soon as it is aware of the fact, give the signal of distress prescribed in the Rules of the Air in force in the territory flown over and shall land as soon as possible at an aerodrome situated in such territory outside of but as near as possible to such prohibited area.

ARTICLE 8

All aircraft shall carry clear and visible nationality and registration marks whereby they may be recognized during flight. In addition, they must bear the name and address of the owner.

All aircraft shall be provided with certificates of registration and of airworthiness and with all the other documents prescribed for air traffic in the territory in which they are registered.

The members of the crew who perform, in an aircraft, duties for which a special permit is required in the territory in which such aircraft is registered, shall be provided with all documents and in particular with the certificates and licenses prescribed by the regulations in force in such territory.

The other members of the crew shall carry documents showing their duties in the aircraft, their profession, identity and nationality.

The certificates of airworthiness, certificates of competency and licenses issued or rendered valid by one of the Parties to this arrangement in respect of an aircraft registered in its territory or of the crew of such aircraft shall have the same validity in the territory of the other Party as the corresponding documents issued or rendered valid by the latter.

Each of the Parties reserves the right for the purpose of flight within its own territory to refuse to recognize certificates of competency and licenses issued to nationals of that Party by the other Party.

ARTICLE 9

Aircraft of either of the Parties to this arrangement may carry wireless apparatus in the territory of the other Party only if a license to install and work such apparatus shall have been issued by the competent authorities of the Party in whose territory the aircraft is registered. The use of such apparatus shall be in accordance with the regulations on the subject issued by the competent authorities of the territory within whose air space the aircraft is navigating.

Such apparatus shall be used only by such members of the crew as are provided with a special license for the purpose issued by the Government of the territory in which the aircraft is registered.

The Parties to this arrangement reserve respectively the right, for reasons of safety, to issue regulations relative to the obligatory equipment of aircraft with wireless apparatus.

ARTICLE 10

No arms of war, explosives of war, or munitions of war shall be carried by aircraft of either Party above the territory of the other Party or by the crew or passengers, except by permission of the competent authorities of the territory within whose air space the aircraft is navigating.

ARTICLE 11

Upon the departure or landing of any aircraft each Party may within its own territory and through its competent authorities search the aircraft of the other Party and examine the certificates and other documents prescribed.

ARTICLE 12

Aerodromes open to public air traffic in the territory of one of the Parties to this arrangement shall in so far as they are under the control of the Party in whose territory they are situated be open to all aircraft of the other Party, which shall also be entitled to the assistance of the meteorological services, the wireless services, the lighting services, and the day and night signalling services, in so far as the several classes of services are under control of the Party in whose territory they respectively are rendered. Any scale of charges made, namely, landing, accommodation or other charge, with respect to the aircraft of each Party in the territory of the other Party, shall in so far as such charges are under the control of the Party in whose territory they are made be the same for the aircraft of both Parties.

ARTICLE 13

All aircraft entering or leaving the territory of either of the Parties to this arrangement shall land at or depart from an aerodrome open to public air traffic and classed as a customs aerodrome at which facilities exist for enforcement of immigration regulations and clearance of aircraft, and no intermediary landing shall be effected between the frontier and the aerodrome. In special cases the competent authorities may allow aircraft to land at or depart from other aerodromes, at which customs, immigration and clearance facilities have been arranged. The prohibition of any intermediary landing applies also in such cases.

In the event of a forced landing outside the aerodromes, referred to in the first paragraph of this article, the pilot of the aircraft, its crew and the passengers shall conform to the customs and immigration regulations in force in the territory in which the landing has been made.

Aircraft of each Party to this arrangement are accorded the right to enter the territory of the other Party subject to compliance with quarantine regulations in force therein.

The Parties to this arrangement shall exchange lists of the aerodromes in their territories designated by them as ports of entry and departure.

ARTICLE 14

Each of the Parties to this arrangement reserves the right to require that all aircraft crossing the frontiers of its territory shall do so between certain points. Subject to the notification of any such requirements by one Party to the other Party, and to the right to prohibit air traffic over certain areas as stipulated in Article 6 the frontiers of the territories of the Parties to this arrangement may be crossed at any point.

ARTICLE 15

As ballast, only fine sand or water may be dropped from an aircraft.

ARTICLE 16

No article or substance, other than ballast, may be unloaded or otherwise discharged in the course of flight unless special permission for such purpose shall have been given by the authorities of the territory in which such unloading or discharge takes place.

ARTICLE 17

Whenever questions of nationality arise in carrying out the present arrangement, it is agreed that every aircraft shall be deemed to possess the nationality of the Party in whose territory it is duly registered.

ARTICLE 18

The Parties to this arrangement shall communicate to each other the regulations relative to air traffic in force in their respective territories.

ARTICLE 19

The present arrangement shall be subject to termination by either Party upon sixty days' notice given to the other Party or by the enactment by either Party of legislation inconsistent therewith.

I shall be glad to have you inform me whether it is the understanding of your Government that the arrangement agreed to in the negotiations is as herein set forth. If so, it is suggested that the arrangement become effective on April 16, 1934.

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

RUTH BRYAN OWEN

His Excellency

Dr. P. MUNCH,

*Royal Minister for Foreign Affairs,
Copenhagen.*

The Minister of Foreign Affairs to the American Minister

UDENRIGSMINISTERIET

Ø.P.I. Journal Nr. 93.D.32

COPENHAGEN, *March 24, 1934*

MADAM:

I have the honour to acknowledge the receipt of the note of the 12th instant in which you communicated to me the text of the reciprocal air navigation arrangement between Denmark and the United States of America, governing the operation of civil aircraft of the one country in the other country, as understood by you to have been agreed to during the negotiations, now terminated, between the two countries.

The text which you have communicated to me is reproduced below:

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

I am glad to assure you that the foregoing text is what has been accepted by my Government in the course of the negotiations and is approved by it.

In accordance with your suggestion it is understood that the arrangement will come into force on April 16, 1934.

I avail myself of this opportunity to renew to you, Madame, the assurance of my high consideration.

P. MUNCH

MRS. RUTH BRYAN OWEN,

Minister of the United States of America.

CIVIL AVIATION: PILOT LICENSES

Exchange of notes at Copenhagen March 14 and 24, 1934, with text of arrangement

Entered into force April 16, 1934

48 Stat. 1865; Executive Agreement Series 59

The American Minister to the Minister of Foreign Affairs

LEGATION OF THE UNITED STATES OF AMERICA

COPENHAGEN, *March 14, 1934*

No. 48

EXCELLENCY:

Reference is made to the negotiations which have taken place between the Government of the United States of America and the Government of Denmark for the conclusion of a reciprocal arrangement between the United States of America and Denmark providing for the issuance by the one country of licenses to nationals of the other country authorizing them to pilot civil aircraft.

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

ARTICLE 1

The present arrangement between the United States of America and Denmark relates to the issuance by each country of licenses to nationals of the other country for the piloting of civil aircraft. The term "civil aircraft" shall be understood to mean aircraft used for private, industrial, commercial or transport purposes.

ARTICLE 2

(a) The Department of Public Works of Denmark 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.

(b) The Department of Commerce of the United States of America will

issue pilots' licenses to Danish nationals upon a showing that they are qualified under the regulations of that Department covering the licensing of pilots.

ARTICLE 3

(a) Pilots' licenses issued by the Department of Commerce of the United States of America to Danish nationals shall entitle them to the same privileges as are granted by pilots' licenses issued to American nationals.

(b) Pilots' licenses issued by the Department of Public Works of Denmark to American nationals shall entitle them to the same privileges as are granted by pilots' licenses issued to Danish nationals.

ARTICLE 4

Pilots' licenses issued to nationals of the one country by the competent authority of the other country shall not be construed to accord to the licensees the right to register aircraft in such other country.

ARTICLE 5

Pilots' licenses issued to nationals of the one country by the competent authority of the other country shall not be construed to accord to the licensees the right to operate aircraft in air commerce wholly within territory of such other country reserved to national aircraft, unless the aircraft have been registered under the laws of the country issuing the pilots' licenses and the license is valid for the operations in which the pilot is to engage.

ARTICLE 6

The present arrangement shall be subject to termination by either Party upon sixty days' notice given to the other Party or by enactment by either Party of legislation inconsistent therewith.

I shall be glad to have you inform me whether it is the understanding of your Government that the arrangement agreed to in the negotiations is as herein set forth. If so, it is suggested that the arrangement become effective on April 16, 1934.

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

RUTH BRYAN OWEN

His Excellency

Dr. P. MUNCH,

*Royal Minister for Foreign Affairs,
Copenhagen.*

The Minister of Foreign Affairs to the American Minister

UDENRIGSMINISTERIET

O.P.I. Journal Nr. 93.D.32

COPENHAGEN, *March 24, 1934*

MADAM:

I have the honor to acknowledge the receipt of the note of the 14th instant in which you communicated to me the text of the reciprocal arrangement between Denmark and the United States of America providing for the issuance by the one country of licenses to nationals of the other country authorizing them to pilot civil aircraft, as understood by you to have been agreed to during the negotiations, now terminated, between the two countries.

The text which you have communicated to me is reproduced below:

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

I am glad to assure you that the foregoing text is what has been accepted by my Government in the course of the negotiations and is approved by it.

In accordance with your suggestion it is understood that the arrangement will come into force on April 16, 1934.

I avail myself of this opportunity to renew to you, Madame, the assurance of my high consideration.

P. MUNCH

MRS. RUTH BRYAN OWEN,

Minister of the United States of America.

CERTIFICATES OF AIRWORTHINESS

Exchange of notes at Copenhagen March 12 and 24, 1934, with text of arrangement

Entered into force April 16, 1934

*Replaced by agreement of December 15, 1954*¹

48 Stat. 1868; Executive Agreement Series 60

The American Minister to the Minister of Foreign Affairs

LEGATION OF THE UNITED STATES OF AMERICA

No. 47

COPENHAGEN, *March 12, 1934*

EXCELLENCY:

Reference is made to the negotiations which have taken place between the Government of the United States of America and the Government of Denmark for the conclusion of a reciprocal arrangement between the United States of America and Denmark providing for the acceptance by the one country of certificates of airworthiness for aircraft exported from the other country as merchandise.

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

ARTICLE 1

The present arrangement applies to civil aircraft constructed in continental United States of America, exclusive of Alaska, and exported to Denmark; and to civil aircraft constructed in Denmark and exported to continental United States of America, exclusive of Alaska.

ARTICLE 2

The same validity shall be conferred on certificates of airworthiness issued by the competent authorities of the Government of the United States in respect of aircraft subsequently registered in Denmark as if they had been issued under the regulations in force on the subject in Denmark provided that in each case a certificate of airworthiness for export has also been issued by

¹ 5 UST 2995; TIAS 3158.

the United States authorities in respect of the individual aircraft, and provided that certificates of airworthiness issued by the competent authorities of Denmark in respect of aircraft subsequently registered in the United States of America are similarly given the same validity as if they had been issued under the regulations in force on the subject in the United States.

ARTICLE 3

The above arrangement will extend to civil aircraft of all categories, including those used for public transport and those used for private purposes.

ARTICLE 4

The present arrangement shall be subject to termination by either Party upon sixty days' notice given to the other Party or by the enactment of either Party of legislation inconsistent therewith.

I shall be glad to have you inform me whether it is the understanding of your Government that the arrangement agreed to in the negotiations is as herein set forth. If so, it is suggested that the arrangement become effective on April 16, 1934.

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

RUTH BRYAN OWEN

His Excellency

Dr. P. MUNCH,

*Royal Minister for Foreign Affairs,
Copenhagen.*

The Minister of Foreign Affairs to the American Minister

UDENRIGSMINISTERIET

Ø.P.I. Journal Nr. 93.D.32

COPENHAGEN, *March 24, 1934*

MADAM:

I have the honor to acknowledge the receipt of the note of the 12th instant, in which you communicated to me the text of the reciprocal arrangement between Denmark and the United States of America providing for the acceptance by the one country of certificates of airworthiness for aircraft exported from the other country as merchandise, as understood by you to have been agreed to during the negotiations, now terminated, between the two countries.

The text which you have communicated to me is reproduced below:

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

I am glad to assure you that the foregoing text is what has been accepted by my Government in the course of the negotiations and is approved by it.

In accordance with your suggestion it is understood that the arrangement will come into force on April 16, 1934.

I avail myself of this opportunity to renew to you, Madame, the assurance of my high consideration.

P. MUNCH

MRS. RUTH BRYAN OWENS,

Minister of the United States of America.

EXTRADITION

Convention signed at Washington May 6, 1936, supplementing treaty of January 6, 1902, as supplemented

Senate advice and consent to ratification June 16, 1936

Ratified by the President of the United States June 20, 1936

Ratified by Denmark July 6, 1936

Ratifications exchanged at Washington September 30, 1936

Entered into force September 30, 1936

Proclaimed by the President of the United States October 7, 1936

*Terminated June 18, 1968*¹

50 Stat. 1308; Treaty Series 911

The President of the United States of America and His Majesty the King of Denmark and Iceland, agreeing to add to the list of extraditable crimes mentioned in Article II of the treaty for the extradition of criminals, signed at Washington on January 6, 1902,² and in Article II of the additional convention, signed November 6, 1905,³ by means of an additional convention, have to that end appointed as their plenipotentiaries:

The President of the United States of America:

Cordell Hull, Secretary of State of the United States of America; and

His Majesty the King of Denmark and Iceland:

Mr. Otto Wadsted, His Envoy Extraordinary and Minister Plenipotentiary at Washington;

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

ARTICLE I

In addition to the crimes and offenses mentioned in Article II of the treaty between the United States of America and Denmark for the extradition of criminals, signed at Washington on January 6, 1902, and in Article II of the additional convention, signed on November 6, 1905, extradition shall be granted also for:

¹ Pursuant to notice of termination given by Denmark Jan. 18, 1968.

² TS 405, *ante*, p. 38.

³ TS 449, *ante*, p. 43.

Crimes and offenses against the bankruptcy laws, provided the act in the United States of America is punishable as a felony and in Denmark may involve punishment of imprisonment for one year or a more severe penalty.

ARTICLE II

The present convention shall be considered as an integral part of the said extradition treaty of January 6, 1902, and shall be ratified according to the respective laws of the two contracting parties. The ratifications shall be exchanged at Washington as soon as possible.

In Testimony Whereof, the respective plenipotentiaries have signed the present convention both in the English and Danish languages and have affixed their seals to it.

Done in duplicate, at the City of Washington, this sixth day of May, nineteen hundred and thirty-six.

CORDELL HULL [SEAL]

OTTO WADSTED [SEAL]

DEFENSE OF GREENLAND

Agreement signed at Washington April 9, 1941; exchange of notes at Washington April 7 and 9, 1941

Entered into force April 9, 1941

*Terminated June 8, 1951, by agreement of April 27, 1951*¹

55 Stat. 1245; Executive Agreement Series 204

AGREEMENT RELATING TO THE DEFENSE OF GREENLAND

WHEREAS:

ONE. After the invasion and occupation of Denmark on April 9, 1940 by foreign military forces, the United Greenland Councils at their meeting at Godhavn on May 3, 1940 adopted in the name of the people of Greenland a resolution reiterating their oath of allegiance to King Christian X of Denmark and expressing the hope that, for as long as Greenland remains cut off from the mother country, the Government of the United States of America will continue to hold in mind the exposed position of the Danish flag in Greenland, of the native Greenland and Danish population, and of established public order; and

TWO. The Governments of all of the American Republics have agreed that the status of regions in the Western Hemisphere belonging to European powers is a subject of deep concern to the American Nations, and that the course of military events in Europe and the changes resulting from them may create the grave danger that European territorial possessions in America may be converted into strategic centers of aggression against nations of the American Continent; and

THREE. Defense of Greenland against attack by a non-American power is essential to the preservation of the peace and security of the American Continent and is a subject of vital concern to the United States of America and also to the Kingdom of Denmark; and

FOUR. Although the sovereignty of Denmark over Greenland is fully recognized, the present circumstances for the time being prevent the Government in Denmark from exercising its powers in respect of Greenland.

¹ 2 UST 1485; TIAS 2292.

THEREFORE,

The undersigned, to wit: Cordell Hull, Secretary of State of the United States of America, acting on behalf of the Government of the United States of America, and Henrik de Kauffmann, Envoy Extraordinary and Minister Plenipotentiary of His Majesty the King of Denmark at Washington, acting on behalf of His Majesty the King of Denmark in His capacity as sovereign of Greenland, whose authorities in Greenland have concurred herein, have agreed as follows:

ARTICLE I

The Government of the United States of America reiterates its recognition of and respect for the sovereignty of the Kingdom of Denmark over Greenland. Recognizing that as a result of the present European war there is danger that Greenland may be converted into a point of aggression against nations of the American Continent, the Government of the United States of America, having in mind its obligations under the Act of Habana signed on July 30, 1940,² accepts the responsibility of assisting Greenland in the maintenance of its present status.

ARTICLE II

It is agreed that the Government of the United States of America shall have the right to construct, maintain and operate such landing fields, seaplane facilities and radio and meteorological installations as may be necessary for the accomplishment of the purposes set forth in Article I.

ARTICLE III

The grants of the rights specified in Article II shall also include the right to improve and deepen harbors and anchorages and the approaches thereto, to install aids to navigation by air and by water, and to construct roads, communication services, fortifications, repair and storage facilities, and housing for personnel, and generally, the right to do any and all things necessary to insure the efficient operation, maintenance and protection of such defense facilities as may be established.

ARTICLE IV

The landing fields, seaplane, harbor and other defense facilities that may be constructed and operated by the Government of the United States of America under Articles II and III will be made available to the airplanes and vessels of all the American Nations for purposes connected with the common defense of the Western Hemisphere.

² EAS 199, *ante*, vol. 3, p. 619.

ARTICLE V

It is agreed that the Government of the United States of America shall have the right to lease for such period of time as this Agreement may be in force such areas of land and water as may be necessary for the construction, operation and protection of the defense facilities specified in Articles II and III. In locating the aforesaid defense areas, the fullest consideration consistent with military necessity shall be given to the welfare, health and economic needs of the native population of Greenland. It is agreed, however, that since the paramount objective sought is the early attainment of an adequate defense establishment in Greenland, the utilization of any area deemed by the Government of the United States of America to be needed for this purpose shall not be delayed pending the reaching of an agreement upon the precise terms of a formal lease. A description of such areas, by metes and bounds, and a statement of the purpose for which they are needed shall in each case be communicated to the Danish authorities in Greenland as soon as practicable, and the negotiation of a formal lease shall be undertaken within a reasonable period of time thereafter.

ARTICLE VI

The Kingdom of Denmark retains sovereignty over the defense areas mentioned in the preceding articles. So long as this Agreement shall remain in force, the Government of the United States of America shall have exclusive jurisdiction over any such defense area in Greenland and over military and civilian personnel of the United States, and their families, as well as over all other persons within such areas except Danish citizens and native Greenlanders, it being understood, however, that the Government of the United States may turn over to the Danish authorities in Greenland for trial and punishment any person committing an offense within a defense area, if the Government of the United States shall decide not to exercise jurisdiction in such case. The Danish authorities in Greenland will take adequate measures to insure the prosecution and punishment in case of conviction of all Danish citizens, native Greenlanders, and other persons who may be turned over to them by the authorities of the United States, for offenses committed within the said defense areas.

ARTICLE VII

It is agreed that the Government of the United States of America shall have the right to establish and maintain postal facilities and commissary stores to be used solely by military and civilian personnel of the United States, and their families, maintained in Greenland in connection with the Greenland defense establishment. If requested by the Danish authorities in Greenland, arrangements will be made to enable persons other than those mentioned to purchase necessary supplies at such commissary stores as may be established.

ARTICLE VIII

All materials, supplies and equipment for the construction, use and operation of the defense establishment and for the personal needs of military and civilian personnel of the United States, and their families, shall be permitted entry into Greenland free of customs duties, excise taxes, or other charges, and the said personnel, and their families, shall also be exempt from all forms of taxation, assessments or other levies by the Danish authorities in Greenland.

ARTICLE IX

The Government of the United States of America will respect all legitimate interests in Greenland as well as all the laws, regulations and customs pertaining to the native population and the internal administration of Greenland. In exercising the rights derived from this Agreement the Government of the United States will give sympathetic consideration to all representations made by the Danish authorities in Greenland with respect to the welfare of the inhabitants of Greenland.

ARTICLE X

This Agreement shall remain in force until it is agreed that the present dangers to the peace and security of the American Continent have passed. At that time the modification or termination of the Agreement will be the subject of consultation between the Government of the United States of America and the Government of Denmark. After due consultation has taken place, each party shall have the right to give the other party notice of its intention to terminate the Agreement, and it is hereby agreed, that at the expiration of twelve months after such notice shall have been received by either party from the other this Agreement shall cease to be in force.

Signed at Washington in duplicate, in the English and Danish languages, both texts having equal force, this ninth day of April, nineteen hundred and forty-one.

CORDELL HULL

[SEAL]

*Secretary of State
of the United States of America*

HENRIK KAUFFMANN

[SEAL]

*Envoy Extraordinary and Minister
Plenipotentiary of His Majesty
the King of Denmark at Washington*

EXCHANGE OF NOTES

The Secretary of State to the Danish Minister

DEPARTMENT OF STATE

WASHINGTON

April 7, 1941

SIR:

I have the honor to refer to the informal conversations which you have had with officers of the Department of State during which the concern of the Government of the United States was expressed over the effect of recent military developments, particularly affecting Greenland, upon the maintenance of the peace and security of the United States and the rest of the American Continent.

You are also aware of the interest of the Government of the United States in maintaining unimpaired the safety of Greenland and the sovereignty of Denmark over that island. My Government has continuously had in mind the desire expressed by the United Greenland Councils at their meeting at Godhavn on May 3, 1940 that the Government of the United States of America would continue to hold in mind the exposed position of the Danish flag in Greenland and of the native Greenland and Danish population of the island.

My Government has taken note of the unusual situation in which Greenland now finds itself. The Kingdom of Denmark is at present under occupation by a foreign army. The Government of the United States has condemned that invasion as a violation of Danish sovereign rights, and has repeatedly expressed its friendly concern and its most earnest hope for the complete and speedy liberation of Denmark. Although the Government of the United States fully recognizes the sovereignty of the Kingdom of Denmark over Greenland, it is unhappily clear that the Government in Denmark is not in a position to exercise sovereign power over Greenland so long as the present military occupation continues.

Greenland is within the area embraced by the Monroe Doctrine and by the Act of Havana, with which you are familiar, and its defense against attack by a non-American power is plainly essential to the preservation of the peace and security of the American continent, and of the traditional policies of this Government respecting the Western Hemisphere.

My Government has consequently proposed measures for the adequate defense of Greenland consistent with the obligations of the United States under the Act of Havana signed on July 30, 1940. In doing so it is animated by sentiments of the completest friendliness for Denmark, and believes that by

taking these steps it is safeguarding the eventual re-establishment of the normal relationship between Greenland and the Kingdom of Denmark.

I have the honor to enclose a draft of the proposed agreement relating to the defense of Greenland, which I believe embodies the ideas agreed upon in the course of our various conversations.

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

CORDELL HULL

Enclosure :

Draft of Agreement

The Honorable

HENRIK DE KAUFFMANN,
Minister of Denmark.

The Danish Minister to the Secretary of State

ROYAL DANISH LEGATION

WASHINGTON, D. C.

April 9, 1941

SIR :

I have received your note of the seventh instant concerning the defense of Greenland together with a draft of a proposed agreement regarding the same subject.

It is with appreciation that I note your renewed assurance that, although the present circumstances prevent the Government in Denmark for the time being from exercising its powers in respect of Greenland, your Government fully recognizes the Sovereignty of the Kingdom of Denmark over the island. At the same time I wish to convey to you my feelings of gratitude for the expression of friendly concern of your Government and its earnest hope for the complete and speedy liberation of Denmark.

I share your view that the proposed agreement, arrived at after an open and friendly exchange of views, is, under the singularly unusual circumstances, the best measure to assure both Greenland's present safety and the future of the island under Danish Sovereignty.

Furthermore, I am of the opinion that the terms of the agreement protect, as far as possible, the interests of the native population of Greenland whose welfare traditionally has been the paramount aim of Denmark's policy in Greenland.

I, therefore, shall accept and sign the agreement as proposed, acting on behalf of His Majesty, the King of Denmark, in His capacity of Sovereign over Greenland, whose authorities in Greenland have concurred herein.

I avail myself of this opportunity to renew to you, Mr. Secretary of State, the assurances of my highest consideration.

HENRIK KAUFFMANN

The Honorable

CORDELL HULL,

Secretary of State,

Department of State, Washington, D. C.

AIR TRANSPORT SERVICES

Exchange of notes at Washington December 16, 1944, supplementing arrangement of March 12 and 24, 1934

Entered into force provisionally January 1, 1945; definitively September 29, 1945

Annex amended by agreements of October 23 and December 5, 1945, and March 21, 1946,¹ and August 6, 1954;² annex replaced by agreements of July 8, 1958,³ and June 7, 1966⁴

58 Stat. 1485; Executive Agreement Series 430

The Secretary of State to the Danish Minister

DEPARTMENT OF STATE

WASHINGTON

December 16, 1944

SIR:

I have the honor to refer to discussions which have recently taken place at the International Civil Aviation Conference in Chicago between you and representatives of the Government of the United States of America, for the conclusion of a reciprocal air transport agreement.

It is my understanding that these discussions, now terminated, have resulted in the following agreement:

AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND DENMARK RELATING TO AIR TRANSPORT SERVICES

The Governments of the United States of America and Denmark signed on March 12 and 24, 1934,⁵ an air navigation arrangement relating to the operation of civil aircraft of the one country in the territory of the other country, in which each party agreed that consent for the operations over its territory by air transport companies of the other party might not be refused on unreasonable or arbitrary grounds. Pursuant to the aforementioned arrange-

¹ TIAS 1519, *post*, p. 119.

² 5 UST 1422; TIAS 3014.

³ 9 UST 1005; TIAS 4071.

⁴ 17 UST 712; TIAS 6021

⁵ EAS 58, *ante*, p. 92.

ment of 1934, the Government of the United States of America and the Danish Minister in Washington on behalf of Denmark hereby conclude the following supplementary arrangement covering the operation of scheduled airline services:

ARTICLE 1

The contracting parties grant the rights specified in the Annex hereto necessary for establishing the international civil air routes and services therein described, whether such services be inaugurated immediately or at a later date at the option of the contracting party to whom the rights are granted.

ARTICLE 2

(a) Each of the air services so described shall be placed in operation as soon as the contracting party to whom the rights have been granted by Article 1 to designate an airline or airlines for the route concerned has authorized an airline for such route, and the contracting party granting the rights shall, subject to Article 6 hereof, be bound to give the appropriate operating permission to the airline or airlines concerned; provided that the airline so designated may be required to qualify before the competent aeronautical authorities of the contracting party granting the rights under the laws and regulations normally applied by these authorities before being permitted to engage in the operations contemplated by this agreement; and provided that in areas of hostilities or of military occupation, or in areas affected thereby, such inauguration shall be subject to the approval of the competent military authorities.

(b) It is understood that either contracting party granted commercial rights under this agreement should exercise them at the earliest practicable date except in the case of temporary inability to do so.

ARTICLE 3

In order to prevent discriminatory practices and to assure equality of treatment, both contracting parties agree that:

(a) Each of the contracting parties may impose or permit to be imposed just and reasonable charges for the use of public airports and other facilities under its control. Each of the contracting parties agrees, however, that these charges shall not be higher than would be paid for the use of such airports and facilities by its national aircraft engaged in similar international services.

(b) Fuel, lubricating oils and spare parts introduced into the territory of one contracting party by the other contracting party or its nationals, and intended solely for use by aircraft of such other contracting party shall be accorded national and most-favored-nation treatment with respect to the imposition of customs duties, inspection fees or other national duties or charges by the contracting party whose territory is entered.

(c) The fuel, lubricating oils, spare parts, regular equipment and aircraft stores retained on board civil aircraft of the airlines of one contracting party authorized to operate the routes and services described in the Annex shall, upon arriving in or leaving the territory of the other contracting party, be exempt from customs, inspection fees or similar duties or charges, even though such supplies be used or consumed by such aircraft on flights in that territory.

ARTICLE 4

Certificates of airworthiness, certificates of competency and licenses issued or rendered valid by one contracting party shall be recognized as valid by the other contracting party for the purpose of operating the routes and services described in the Annex. Each contracting party reserves the right, however, to refuse to recognize, for the purpose of flight above its own territory, certificates of competency and licenses granted to its own nationals by another State.

ARTICLE 5

(a) The laws and regulations of one contracting party relating to the admission to or departure from its territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft while within its territory, shall be applied to the aircraft of the other contracting party without distinction as to nationality, 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 a party to this agreement, or in case of failure of an airline to comply with the laws of the State over which it operates as described in Article 5 hereof, or to perform its obligations under this agreement.

ARTICLE 7

This agreement and all contracts connected therewith shall be registered with the Provisional International Civil Aviation Organization.

ARTICLE 8

Either contracting party may terminate the rights for services granted by it under this agreement by giving one year's notice to the other contracting party.

ARTICLE 9

Except as may be modified by the present agreement, the general principles of the aforementioned air navigation arrangement of 1934, as applicable to scheduled air transport services, shall continue in force until otherwise agreed upon by the two contracting parties.

ARTICLE 10⁶

In the event either of the contracting parties considers it desirable to modify the routes or conditions set forth in the attached Annex, it may request consultation between the competent authorities of both contracting parties, such consultation to begin within a period of sixty days from the date of the request. When these authorities mutually agree on new or revised conditions affecting the Annex, their recommendations on the matter will come into effect after they have been confirmed by an exchange of diplomatic notes.

ANNEX TO AIR TRANSPORT AGREEMENT BETWEEN THE
UNITED STATES OF AMERICA AND DENMARK⁷

A. Airlines of the United States authorized under the present agreement are accorded rights of transit and non-traffic stop in Danish territory, including Greenland, as well as the right to pick up and discharge international traffic in passengers, cargo and mail at Copenhagen, on the following route:

The United States to Denmark and points beyond, via intermediate points; in both directions.

B. Airlines of Denmark authorized under the present agreement are accorded rights of transit and non-traffic stop in the territory of the United States, as well as the right to pick up and discharge international traffic in passengers, cargo and mail at New York or Chicago, on the following route:

Denmark to the United States, via intermediate points; in both directions.

You will, of course, understand that this agreement may be affected by subsequent legislation enacted by the Congress of the United States.

⁶ For an agreement of Aug. 6, 1954, deleting art. 10 and inserting new arts. 10–15, see 5 UST 1422; TIAS 3014.

⁷ For amendments to annex, see agreement of Oct. 23 and Dec. 5, 1945, and Mar. 21, 1946 (TIAS 1519), *post*, p. 119; for complete revisions, see agreements of July 8, 1958 (9 UST 1005; TIAS 4071), and June 7, 1966 (17 UST 712; TIAS 6021).

I shall be glad to have you inform me whether it is your understanding that the terms of the agreement resulting from the discussions are as above set forth. If so, it is suggested that the agreement enter into force provisionally on January 1, 1945 and definitively upon confirmation by a free Danish Government when such a Government shall have been established following the liberation of Denmark. If you concur in this suggestion the Government of the United States will regard the proposal as becoming effective under these terms.

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

For the Secretary of State:
STOKELEY W. MORGAN

The Honorable
HENRIK DE KAUFFMANN,
Minister of Denmark

The Danish Minister to the Secretary of State

ROYAL DANISH LEGATION
WASHINGTON, D.C.
December 16, 1944

SIR:

I have the honor to acknowledge the receipt of your note of December 16, 1944 in which you communicated to me the terms of a reciprocal air transport agreement between Denmark and the United States of America, as understood by you to have been agreed to in discussions, now terminated, between myself and representatives of the Government of the United States at the International Civil Aviation Conference in Chicago.

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

[For text of agreement, see U.S. note, above.]

In reply, I take pleasure in stating that the terms of the agreement as communicated to me are acceptable. Furthermore, I am pleased to accept your suggestion that the agreement enter into force provisionally on January 1, 1945, and definitively upon confirmation by a free Danish Government, when such Government shall have been established following the liberation of Denmark.

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

HENRIK KAUFFMANN

The Honorable
EDWARD R. STETTINIUS, Jr.,
Secretary of State.

AIR TRANSPORT SERVICES

*Exchange of notes at Washington October 23 and December 5, 1945,
and March 21, 1946, amending agreement of December 16, 1944*

Entered into force March 21, 1946

*Terminated by agreement of July 8, 1958*¹

60 Stat. 1646; Treaties and Other
International Acts Series 1519

The Danish Minister to the Secretary of State

ROYAL DANISH LEGATION

WASHINGTON, D.C.

October 23, 1945

SIR,

On December 16, 1944, an Agreement Relating to Air Transport Services was concluded between Denmark and the United States of America,² effective provisionally from January 1, 1945. Acting upon instruction from my Government, I now have the honor to advise you that by Royal decree of September 29, 1945, this Air Transport Agreement has been confirmed by the Danish Government.

At the same time I beg to inform you that I have been instructed to discuss with the American authorities the following two amendments to the Agreement (I and II) of which No. I is proposed by the Danish Government and No. II by the American Government:

I

The Danish Government would appreciate as a matter of reciprocity to have the last lines of paragraph B in the Annex to the Air Transport Agreement amended to read as follows:

“Denmark to the United States and points beyond via immediate points; in both directions.”

II

With reference to paragraph A of the Annex to the Air Transport Agreement, the American Government has expressed a wish through the American Legation in Copenhagen that a clause be inserted at the end of the paragraph, reading as follows:

¹ 9 UST 1005; TIAS 4071.

² EAS 430, *ante*, p. 114.

"Rights of transit and non-traffic stop are granted United States airlines in the territory of Greenland on a route between the United States and Europe."

I shall be much obliged if you will be good enough to inform me whether the American Government is prepared to conclude a revised Agreement containing the above mentioned amendments to the text of the Annex to the Air Transport Agreement.

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

HENRIK KAUFFMANN

The Honorable
JAMES F. BYRNES
Secretary of State
Department of State
Washington, D.C.

The Secretary of State to the Danish Minister

DEC 5 1945

SIR:

I have received your note of October 23, 1945 in which you advise the Department that by Royal decree of September 29, 1945 the Air Transport Agreement between the United States of America and Denmark, effective provisionally from January 1, 1945, has been confirmed by the Danish Government.

The Department is gratified at this action, and is pleased to advise you that it considers this agreement as being definitively in force as from the date of the aforementioned Royal decree.

You also inform the Department that you have been instructed to discuss with the American authorities two amendments to the Agreement as follows.

1. A change of the last lines in Section B of the Annex amending them to read as follows:

"Denmark to the United States and points beyond, via intermediate points; in both directions."

I am pleased to inform you that the Department agrees to this change in wording suggested by the Danish Government.

You also inform the Department that the Danish Government accepts the suggestion of the American Government that a clause be inserted at the end of Section A of the Annex, the effect of which would be to grant rights of transit and non-traffic stop in Greenland to United States airlines operating

between the United States and Europe. Since the first paragraph of Section A already grants these rights to United States air services operating on the route to Denmark, it is now suggested for purposes of clarity that the proposed final paragraph of Section A read as follows:

“Rights of transit and non-traffic stop with respect to Greenland are also granted to United States airlines on a route or routes between the United States and Europe.”

If the revisions of Sections A and B of the Annex as set forth above are agreeable to the Danish Government, my Government will be pleased to consider the revised Agreement effective as from the date of the Danish Government's reply of acceptance.

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

For the Secretary of State:

WILLIAM L. CLAYTON

The Honorable

HENRIK DE KAUFFMANN,
Minister of Denmark.

The Danish Minister to the Secretary of State

ROYAL DANISH LEGATION

WASHINGTON, D.C.

March 21, 1946

93.D.b/1 (2)

SIR:

I have the honor to advise you that after receiving your note of December 5th regarding the Air Transport Agreement between the United States of America and Denmark of December 16, 1944, I passed the contents of the note on to the Ministry for Foreign Affairs in Copenhagen.

I have now been instructed to inform you that the Danish Government agrees to the two amendments to Section A and B of the Annex to the Agreement as set forth in your aforementioned note and that the revised Agreement will become effective as from today's date.

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

HENRIK KAUFFMANN

The Honorable

JAMES F. BYRNES

Secretary of State

Department of State

Washington, D.C.

SPECIAL TARIFF POSITION OF PHILIPPINES

*Exchange of notes at Washington May 4 and September 10, 1946,
modifying convention of April 26, 1826*

Entered into force September 10, 1946

Convention replaced July 30, 1961, by treaty of October 1, 1951¹

61 Stat. 2439; Treaties and Other
International Acts Series 1572

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

DEPARTMENT OF STATE
WASHINGTON

May 4 1946

SIR:

With reference to the forthcoming independence of the Philippines on July 4, 1946, my Government considers that provision for a transitional period for dealing with the special tariff position which Philippine products have occupied for many years in the United States is an essential accompaniment to Philippine independence. Accordingly, under the Philippine Trade Act approved April 30, 1946,² goods the growth, produce or manufacture of the Philippines will enter the United States free of duty until 1954, after which they will be subject to gradually and regularly increasing rates of duty or decreasing duty-free quotas until 1974 when general rates will become applicable and all preferences will be completely eliminated.

Since the enactment of the Philippine Independence Act approved March 24, 1934,³ my Government has foreseen the probable necessity of providing for such a transitional period and has since then consistently excepted from most-favored-nation obligations which it has undertaken toward foreign governments advantages which it might continue to accord to Philippine products after the proclamation of Philippine independence. Some thirty instruments in force with other governments, for example, permit the continuation of the exceptional tariff treatment now accorded by my Govern-

¹ 12 UST 908; TIAS 4797.

² 60 Stat. 141.

³ 48 Stat. 456.

ment to Philippine products, irrespective of the forthcoming change in the Commonwealth's political status.

With a view, therefore, to placing the relations between the United States and Denmark upon the same basis, with respect to the matters involved, as the relations existing under the treaties and agreements referred to in the preceding paragraph, my Government proposes that the most-favored-nation provisions of the Treaty of Friendship, Commerce and Navigation between the United States and the Kingdom of Denmark signed April 26, 1826,⁴ shall not be understood to require the extension to Denmark of advantages accorded by the United States to the Philippines.

In view of the imminence of the inauguration of an independent Philippine Government, I should be glad to have the reply of your Government to this proposal at an early date.

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

DEAN ACHESON
Acting Secretary of State

Mr. CARL A. C. BRUN,
Chargé d'Affaires ad interim of Denmark.

The Danish Minister to the Acting Secretary of State

SEPTEMBER 10, 1946

SIR:

I have the honor to acknowledge receipt of the Department of State's note of May 4th, according to which the Government of the United States of America considers that provision for a transitional period for dealing with the special tariff position which the Philippines products have occupied for many years in the United States, is an essential accompaniment to Philippine independence.

Accordingly, under the Philippine Trade Act approved April 30, 1946, goods the growth, produce or manufacture of the Philippines, will enter the United States free of duty until 1954, after which they will be subject to gradually and regularly increasing rates of duty or decreasing duty-free quotas until 1974 when general rates will become applicable and all preferences will be completely eliminated.

Upon instructions received, I have the honor to inform you that the Danish Government agree that the most-favored-nation provisions of the Treaty of Friendship, Commerce and Navigation between the United States and the Kingdom of Denmark signed on April 26, 1826, shall not be understood to

⁴ TS 65, *ante*, p. 1.

require during the said period the extension to Denmark of the above-mentioned advantages accorded by the United States of America to the Republic of the Philippines.

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

POVL BANG-JENSEN

The Honorable

WILLIAM L. CLAYTON

Acting Secretary of State

Department of State

Washington, D.C.

AIR SERVICE FACILITIES: KASTRUP AIRPORT

*Exchange of notes at Copenhagen September 26 and October 1, 1946
Entered into force October 1, 1946*

61 Stat. 3851 ; Treaties and Other
International Acts Series 1734

The American Minister to the Minister of Foreign Affairs

AMERICAN LEGATION
COPENHAGEN, DENMARK
September 26, 1946

No. 304

EXCELLENCY :

I have the honor to refer to the Legation's Aide Memoire of April 30, 1946, with regard to the United States Army air navigation, air communication and weather facilities located at Kastrup airport and to the communication of July 9, 1946, from Direktoren for Luftfartsvaesenet on the same subject.

I am instructed by my Government to inform Your Excellency that my Government is prepared to turn over to the Royal Danish Government the facilities mentioned above, under the following arrangement :

“The Danish Government agree :

1. To operate and maintain the facilities in a manner adequate for the air traffic in the airport at which the facilities are located and along the recognized international air routes converging on that airport and in pursuance of the rules for the time being in force within PICAO,¹ of which Denmark is a member.

2. To provide on a non-discriminatory basis the service of the facilities to all aircraft under the rules of PICAO. All messages permitted under PICAO shall be conveyed, and computation of charges, if any, shall also be made in pursuance of the rules of PICAO.

3. To instruct the Danish Meteorological Aeronautical Service to take care that the messages necessary for the air traffic and the meteorological institutions are transmitted according to the rules laid down by PICAO and OMI, and to transmit to aircraft over Danish territory the messages necessary for the air traffic.

¹ EAS 469, *ante*, vol. 3, p. 929.

4. To keep and operate the facilities in the airport of Copenhagen until new facilities are supplied in pursuance of the rules fixed by PICAQ, or until it may be agreed upon between the Danish and United States Governments that there is no longer a need for the original facilities for complying with PICAQ's rules. The Danish Government agree that the facilities will be devoted exclusively to the aeronautical service and will not be diverted to other communication service.

5. To provide staff at the air, ground, and tower services in pursuance of the PICAQ's rules. The Danish authorities will, if and when in their opinion it is of importance for the service, call in a representative of the owner of the aircraft concerned.

6. To use to the necessary extent the frequencies for air, ground, and control tower operations laid down by PICAQ.

7. To permit direct contact between the Sections of the Civil Air Department in the airport of Copenhagen and the local representatives of USA airlines.

The United States Government agrees:

1. To include in the transfer of the facilities one year's consumption of maintenance parts and expendable supplies, wherever their stocks permit.

2. To do everything possible to assist the Government of Denmark or its representatives in purchasing through regular commercial channels maintenance parts and expendable supplies for the operation of the facilities."

I should appreciate being advised by Your Excellency whether the Royal Danish Government is likewise agreeable to this arrangement so that necessary documents of transfer may be completed by the competent authorities of our two Governments.

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

JOSHIAH MARVEL, Jr.,

His Excellency

GUSTAV RASMUSSEN

*Royal Minister for Foreign Affairs,
Copenhagen*

The Minister of Foreign Affairs to the American Minister

UDENRIGSMINISTERIET

Ø.P. III. Journal Nr. 93, Dan. 1/3

COPENHAGEN, October 1, 1946

MONSIEUR LE MINISTRE,

I have the honour to acknowledge with thanks the receipt of your note No. 304 of September 26, 1946, in which you have been good enough to

inform me of the terms of an arrangement between Denmark and the United States of America, under which the American Government is prepared to transfer to the Danish Government the United States Army air navigation, air communication and weather facilities located at Kastrup airport.

In reply, I have the honour to inform you, that the Danish Government accept this arrangement, which reads as follows:

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

I avail myself of this opportunity to renew to you, Monsieur le Ministre, the assurances of my highest consideration.

GUSTAV RASMUSSEN

Monsieur JOSIAH MARVEL, Jr.,
Minister of the United States of America,
Copenhagen.

WAIVER OF VISA FEES FOR NONIMMIGRANTS

*Exchange of notes at Copenhagen June 9 and 21 and July 7 and 8,
1947*

Entered into force July 8, 1947

Supplemented by agreement of April 30 and May 1, 1958¹

62 Stat. 4068; Treaties and Other
International Acts Series 2110

The American Embassy to the Ministry for Foreign Affairs

AMERICAN EMBASSY
COPENHAGEN, June 9, 1947

AIDE MEMOIRE

It is understood that the Danish Embassy at Washington has informally discussed with the Department of State the possibility of effecting a reciprocal arrangement for the abolition of non-immigrant passport visa requirements. Unfortunately Section 30 of the Alien Registration Act of 1940² makes it impossible for the United States Government to enter into an agreement for the abolition of visas for persons entering the United States.

However, should the Danish Government feel disposed to waive visa requirements for American citizens entering Denmark for a temporary period, the Government of the United States would be inclined to grant gratis visas valid for twenty-four months to Danish subjects coming to the United States for a temporary visit. Such visas would be valid for any number of entries into the United States or United States territory within the period above mentioned, provided the non-immigrant status of the bearer is maintained

¹ In an exchange of notes at Washington April 30 and May 1, 1958 (not printed), the United States and Denmark agreed that:

"1. American citizens who wish to stay in Denmark for a period exceeding *three months* after the entry from a non-Nordic country into one of the countries party to the above-mentioned convention [convention of July 12, 1957, between Denmark, Finland, Norway, and Sweden regarding abolition of passport control at inter-Nordic frontiers] must apply for a residence permit in Denmark.

"2. The time-limit of three months will be counted from and including the date of his last entry into the territory of the said Nordic countries. A visitor who during the last six months before his last entry has been staying in one of the Nordic countries will, however, have such a period of stay deducted from the said period of three months."

² 54 Stat. 673.

at the time of each application for admission. The period of validity of a visa relates only to the period within which it may be used in connection with an application for admission to the United States, but does not refer to the length of the stay of the alien in the United States, which is a matter within the discretion of the immigration authorities.

C.T.S.

ROYAL MINISTRY FOR FOREIGN AFFAIRS,
Copenhagen.

The Ministry for Foreign Affairs to the American Embassy

UDENRIGSMINISTERIET

A. Journal Nr. 36. D. 57. a.

NOTE VERBALE

Referring to the American Embassy's Aide Memoire no. 261 of September 3rd, 1946, regarding American joint passports being valid for entry into Denmark and later conversations on the same subject the Ministry for Foreign Affairs have the honour to inform the Embassy that the Ministry of Justice have informed the authorities concerned that American passports including the bearer's wife and children under 21 years of age are valid for entry into Denmark as from June 14th, 1947. 2 copies of the circular regarding this matter are enclosed.³

Furthermore the Ministry of Justice have agreed in principle to the abolition of non-immigrant visa requirements for United States citizens coming to Denmark provided that the visa facilities mentioned in the Embassy's Aide Memoire of June 9th, 1947, be granted Danish subjects visiting the United States.

In order to expedite the abovementioned visa arrangement the Ministry for Foreign Affairs would appreciate at the earliest convenience to be informed of the American Government's attitude towards the matter.

COPENHAGEN, *June 21st, 1947.*

[SEAL]

THE AMERICAN EMBASSY,
Copenhagen.

The Ministry for Foreign Affairs to the American Embassy

UDENRIGSMINISTERIET

A. Journal Nr. 36. D. 57. a.

NOTE VERBALE

The Ministry for Foreign Affairs present their compliments to the American Embassy and with reference to their note verbale of June 21st, 1947,

³ Not printed here.

have the honour to inform the Embassy that according to a decree issued by the Ministry of Justice on June 27th, 1947, no visas are required as from that date for citizens of the United States of America visiting Denmark.

In case it is desired to extend the visit for a period exceeding 3 months, or, if the visitor should wish to take up employment in this country, an application to that effect must be submitted to the competent Danish authorities.

COPENHAGEN, *July 7th, 1947.*

[SEAL]

THE AMERICAN EMBASSY,
Copenhagen.

The American Embassy to the Ministry for Foreign Affairs

AMERICAN EMBASSY

No. 142

COPENHAGEN, DENMARK, *July 8, 1947*

The American Embassy presents its compliments to the Royal Ministry for Foreign Affairs and has the honor to acknowledge the receipt of the Ministry's note verbale (A. Journal Nr. 36. D. 57. a.) of July 7, 1947. It is noted with satisfaction that according to a decree issued by the Ministry of Justice on June 27, 1947, visas are no longer required for citizens of the United States of America visiting Denmark. Note has also been taken of the fact that this decree does not affect the length of stay in the country and that application must be made to the competent Danish authorities if the stay exceeds three months or if the visitor wishes to take employment in Denmark.

The United States Government in view of the above action regarding requirements for United States citizens proceeding to Denmark, has authorized its consular offices to issue to non-immigrant Danish subjects, other than officials, visas valid for any number of entries into the United States and its possessions during the period of 24 months from the date of issuance, provided they hold valid Danish passports and continue to maintain non-immigrant status. The period of validity of the visa relates to the period within which the visa is used for presentation at a port of entry and not to the length of stay in the United States, which is a matter for determination by the immigration or other appropriate authorities. The provisions of the agreement of July 1925⁴ relative to the waiver of visa fees for non-immigrants continue in effect.

C.T.S.

ROYAL MINISTRY FOR FOREIGN AFFAIRS
Copenhagen, Denmark

⁴ *Ante*, p. 76.

DOUBLE TAXATION: TAXES ON INCOME

Convention signed at Washington May 6, 1948

*Senate advice and consent to ratification, with a reservation, June 17, 1948*¹

Ratified by Denmark, with the exception of article XII, November 23, 1948

*Ratified by the President of the United States, with a reservation, November 24, 1948*¹

Ratifications exchanged at Washington December 1, 1948

Entered into force December 1, 1948; operative from January 1, 1948, for United States tax and April 1, 1948, for Danish tax

Proclaimed by the President of the United States December 8, 1948

62 Stat. 1730; Treaties and Other
International Acts Series 1854

The President of the United States of America and His Majesty the King of Denmark, desiring to conclude a convention for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on income, have appointed for that purpose as their respective Plenipotentiaries:

The President of the United States of America:

Mr. George C. Marshall, Secretary of State of the United States of America, and

His Majesty the King of Denmark:

Mr. Henrik Kauffmann, Ambassador Extraordinary and Plenipotentiary of Denmark to the United States of America, who, having communicated to one another their full powers, found in good and due form, have agreed upon the following Articles:

ARTICLE I

- (1) The taxes referred to in this Convention are:
- (a) In the case of the United States of America:
The Federal income tax, including surtaxes.

¹ The U.S. reservation reads as follows:

"The Government of the United States of America does not accept Article XII of the convention relating to gains from the sale or exchange of capital assets."

- (b) In the case of Denmark:
 - The national income tax, including the war profits tax.
 - The intercommunal income tax.
 - The communal income tax.

(2) The present Convention shall also apply to any other taxes of a substantially similar character imposed by either contracting State subsequently to the date of signature of the present Convention.

ARTICLE II

- (1) As used in this Convention:

- (a) The term “United States” means the United States of America, and when used in a geographical sense includes only the States, the Territories of Alaska and Hawaii, and the District of Columbia.

- (b) The term “Denmark” means the Kingdom of Denmark; the provisions of the Convention shall not, however, extend to the Faroe Islands; nor do they apply to Greenland.

- (c) The term “permanent establishment” means a branch office, factory, warehouse or other fixed place of business, but does not include the casual and temporary use of merely storage facilities, nor does it include an agency unless the agent has and exercises a general authority to negotiate and conclude contracts on behalf of an enterprise or has a stock of merchandise from which he regularly fills orders on its behalf. An enterprise of one of the contracting States shall not be deemed to have a permanent establishment in the other State merely because it carries on business dealings in such other State through a *bona fide* commission agent, broker or custodian acting in the ordinary course of his business as such. The fact that an enterprise of one of the contracting States maintains in the other State a fixed place of business exclusively for the purchase of goods or merchandise shall not of itself constitute such fixed place of business a permanent establishment of such enterprise. The fact that a corporation of one contracting State has a subsidiary corporation which is a corporation of the other State or which is engaged in trade or business in the other State shall not of itself constitute that subsidiary corporation a permanent establishment of its parent corporation.

- (d) The term “enterprise of one of the contracting States” means, as the case may be, “United States enterprise” or “Danish enterprise”.

- (e) The term “enterprise” includes every form of undertaking whether carried on by an individual, partnership, corporation, or any other entity.

- (f) The term “United States enterprise” means an enterprise carried on in the United States of America by a resident of the United States of America or by a United States corporation or other entity; the term “United States corporation or other entity” means a partnership, corporation or other entity

created or organized in the United States of America or under the law of the United States of America or of any State or Territory of the United States of America.

(g) The term "Danish enterprise" means an enterprise carried on in Denmark by a resident of Denmark or by a Danish corporation or other entity; the term "Danish corporation or other entity" means a partnership, corporation or other entity created or organized in Denmark or under Danish laws.

(h) The term "competent authorities" means, in the case of the United States the Commissioner of Internal Revenue or his authorized representative; and in the case of Denmark, the Chief of the Taxation Department of the Ministry of Finance (Generaldirektøren for Skattevaesenet) or his authorized representative.

(2) In the application of the provisions of the present Convention by one of the contracting States any term not otherwise defined shall, unless the context otherwise requires, have the meaning which such term has under its own tax laws.

ARTICLE III

(1) An enterprise of one of the contracting States shall not be subject to taxation in the other contracting State in respect of its industrial and commercial profits unless it is engaged in trade or business in such other State through a permanent establishment situated therein. If it is so engaged such other State may impose its tax upon the entire income of such enterprise from sources within such other State.

(2) In determining the industrial or commercial profits from sources within the territory of one of the contracting States of an enterprise of the other contracting State, no profits shall be deemed to arise from the mere purchase of goods or merchandise within the territory of the former contracting State by such enterprise.

(3) Where an enterprise of one of the contracting States is engaged in trade or business in the territory of the other contracting State through a permanent establishment situated therein, there shall be attributed to such permanent establishment the industrial or commercial profits which it might be expected to derive if it were an independent enterprise engaged in the same or similar activities under the same or similar conditions and dealing at arm's length with the enterprise of which it is a permanent establishment and the profits so attributed shall, subject to the law of such other contracting State, be deemed to be income from sources within the territory of such other contracting State.

ARTICLE IV

Where an enterprise of one of the contracting States, by reason of its participation in the management or the financial structure of an enterprise of

the other contracting State, makes with 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 would normally have accrued to one of the enterprises but by reason of those conditions have not so accrued, may be included in the profits of that enterprise and taxed accordingly.

ARTICLE V

(1) 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.

(2) The present Convention shall not be deemed to affect the arrangement between the United States and Denmark providing for relief from double income taxation on shipping profits, effected by exchanges of notes dated May 22, August 9 and 18, October 24, 25, and 28, and December 5 and 6, in the year 1922.²

ARTICLE VI

(1) Dividends shall be taxable only in the contracting State in which the shareholder is resident or, if the shareholder is a corporation or other entity, in the contracting State in which such corporation or other entity is incorporated or organized.

(2) Each of the contracting States reserves, however, the right to collect and retain the tax which, under its revenue laws, is deductible at the source with respect to such dividends, but the tax shall not exceed 15 percent of the amount of dividends derived from sources within such State by a resident, corporation or other entity of the other State, if the recipient has no permanent establishment in the contracting State from which the dividends are derived.

(3) It is agreed, however, that the rate of dividend tax at the source shall not exceed five percent if the shareholder is a corporation controlling, directly or indirectly, at least 95 percent of the entire voting power in the corporation paying the dividend, and if not more than 25 percent of the gross income of such paying corporation is derived from interest and dividends, other than interest and dividends received from its own subsidiary corporations. Such reduction of the rate to five percent shall not apply if the relationship of the two corporations has been arranged or is maintained primarily with the intention of securing such reduced rate.

ARTICLE VII

Interest on bonds, securities, notes, debentures, or on any other form of indebtedness derived from sources within one of the contracting States by a resident or corporation or other entity of the other contracting State not

² EAS 14, *ante*, p. 65.

having a permanent establishment in the former State shall be exempt from tax by such former State.

ARTICLE VIII

Royalties and other amounts derived as consideration for the right to use copyrights, patents, designs, secret processes and formulas, trade-marks and other like property (including rentals and like payments in respect of motion picture films) derived from sources within one of the contracting States by a resident or corporation or other entity of the other contracting State not having a permanent establishment in the former State shall be exempt from taxation in such former State.

ARTICLE IX

(1) Income from real property (not including interest derived from mortgages and bonds secured by real property) and royalties in respect of the operation of mines, quarries, or other natural resources, shall be taxable only in the contracting State in which such property, mines, quarries, or other natural resources are situated.

(2) A resident or corporation of one of the contracting States deriving any such income from sources within the other contracting State may, for any taxable year, elect to be subject to the tax of such other contracting State, on a net basis, as if such resident or corporation were engaged in trade or business within such other contracting State through a permanent establishment therein during such taxable year.

ARTICLE X

(1) Wages, salaries, and similar compensation and pensions paid by one of the contracting States or by any other public authority within that State to individuals residing in the other State shall be taxable only in the former State.

(2) Private 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.

(3) The term "life annuities" as used herein 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 paid for such obligation.

ARTICLE XI

(1) Compensation for labor or personal services, including the practice of the liberal professions, shall be taxable only in the contracting State in which such services are rendered.

(2) The provisions of paragraph (1) are, however, subject to the following exceptions:

(a) A resident of Denmark shall be exempt from United States tax upon compensation for labor or personal services if he is temporarily present in the United States 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 \$3,000 in the aggregate. If, however, his compensation is received for labor or personal services performed as an employee of, or under contract with, a resident or corporation or other entity of Denmark, he will be exempt from United States tax if his stay in the United States does not exceed a total of 180 days during the taxable year.

(b) The provisions of paragraph (2)(a) of this Article shall apply, *mutatis mutandis*, to a resident of the United States with respect to compensation for personal services otherwise subject to income tax in Denmark.

(3) The provisions of this Article shall have no application to the income to which Article X (1) relates.

ARTICLE XII ³

Gains derived in one of the contracting States from the sale or exchange of capital assets by a resident or corporation or other entity of the other contracting State shall be exempt from taxation in the former State if such resident or corporation or other entity is not engaged in trade or business in such former State.

ARTICLE XIII

Students or apprentices, citizens of one of the contracting States, residing in the other contracting State exclusively for purposes of study or for acquiring business experience, shall not be taxable in the latter State in respect of remittances (other than their own income) received by them from abroad for the purposes of their maintenance or studies.

ARTICLE XIV

A professor or teacher, a resident of one of the contracting States, who temporarily visits the territory of the other contracting State for the purpose of teaching for a period not exceeding two years at a university, college, school or other educational institution in the other contracting State, shall be exempted in such other contracting State from tax on his remuneration for such teaching for such period.

ARTICLE XV

It is agreed that double taxation shall be avoided in the following manner:

(a) The United States in determining the income taxes, including surtaxes, of its citizens, residents or corporations may, regardless of any other provision of this Convention, include in the basis upon which such taxes are

³ Art. XII deleted upon Danish acceptance of U.S. reservation.

imposed all items of income taxable under the revenue laws of the United States as if this convention had not come into effect. The United States shall, however, subject to the provisions of section 131, Internal Revenue Code, deduct from its taxes the amount of Danish taxes specified in Article I of this Convention.

(b) Denmark, in determining its taxes specified in Article I of this Convention, may, regardless of any other provision of this Convention, include in the basis upon which such taxes are imposed all items of income subject to such taxes under the taxation laws of Denmark. Denmark shall, however, deduct from the taxes so calculated the United States tax on income coming within the provisions of Articles III, IX, X (1), XIII and XIV of this Convention and on earned income earned within the United States, but in an amount not exceeding that proportion of the Danish taxes which such income bears to the entire income subject to tax by Denmark. Denmark will also allow as a deduction from its taxes an amount equal to 15 percent (five percent in the case of dividends covered by Article VI (3)) of the gross amount of dividends (reduced by the United States tax applicable to such dividends) from sources within the United States.

ARTICLE XVI

(1) The citizens of one of the contracting States shall not, while resident in the other contracting State, be subjected therein to other or more burdensome taxes than are the citizens of such other contracting State residing in its territory. As used in this paragraph,

(a) the term "citizens" includes all legal persons, partnerships, and associations created or organized under the laws in the respective contracting States, and

(b) the term "taxes" means taxes of every kind or description whether national, Federal, state, provincial or municipal.

(2) It is agreed that section 25, paragraph 5, of the Danish law No. 391 of July 12, 1946, prescribing an addition of 50 percent to the capital increment tax on corporations in cases where more than 50 percent of the entire stock capital is owned by a single shareholder residing outside Denmark, shall not be applicable when the shareholder in question is a resident of the United States or a United States corporation or other entity.

ARTICLE XVII

The competent authorities of the contracting States shall exchange such information (being information available under the respective taxation laws of the contracting States) as is necessary for carrying out the provisions of the present Convention or for the prevention of fraud or the administration of statutory provisions against tax avoidance in relation to the taxes which

are the subject of the present Convention. Any information so exchanged shall be treated as secret and shall not be disclosed to any person other than those concerned with the assessment and collection of the taxes which are the subject of the present Convention. No information shall be exchanged which would disclose any trade secret or trade process.

ARTICLE XVIII

(1) The contracting States undertake to lend assistance and support to each other in the collection of the taxes which are the subject of the present Convention, together with interest, costs, and additions to the taxes.

(2) In the case of applications for enforcement of taxes, revenue claims of each of the contracting States which have been finally determined may be accepted for enforcement by the other contracting State and may be collected in that State in accordance with the laws applicable to the enforcement and collection of its own taxes.

(3) Any application shall include a certification that under the laws of the State making the application the taxes have been finally determined.

(4) The assistance provided for in this Article shall not be accorded with respect to the citizens, corporations, or other entities of the State to which application is made, except as is necessary to insure that the exemption or reduced rate of tax granted under the present Convention to such citizens, corporations, or other entities shall not be enjoyed by persons not entitled to such benefits.

ARTICLE XIX

The State to which application is made for information or assistance shall comply as soon as possible with the request addressed to it except that such State may refuse to comply with the request for reasons of public policy or if compliance would involve violation of a trade, business, industrial or professional secret or trade process.

ARTICLE XX

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, if he is not a citizen of either of the contracting States, with the State of which he is a resident, or, if the taxpayer is a corporation or other entity, with the State in which it is created or organized. Should the claim be upheld, the competent authority of such State may come to an agreement with the competent authority of the other State with a view to equitable avoidance of the double taxation in question.

ARTICLE XXI

(1) The provisions of this Convention shall not be construed to deny or affect in any manner the right of diplomatic and consular officers to other or additional exemptions now enjoyed or which may hereafter be granted to such officers.

(2) 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.

(3) Should any difficulty or doubt arise as to the interpretation or application of the present Convention, or its relationship to Conventions between one of the contracting States and any other State, the competent authorities of the contracting States may settle the question by mutual agreement.

ARTICLE XXII

The competent authorities of the two contracting States may prescribe regulations necessary to interpret and carry out the provisions of this Convention. With respect to the provisions of this Convention relating to exchange of information and mutual assistance in the collection of taxes, such authorities may, by common agreement, prescribe rules concerning matters of procedure, forms of application and replies thereto, conversion of currency, disposition of amounts collected, minimum amounts subject to collection and related matters.

ARTICLE XXIII

(1) The present Convention shall be ratified and the instruments of ratification shall be exchanged at Washington as soon as possible.

(2) Upon the exchange of instruments of ratification, the present Convention shall have effect

(a) in the case of United States tax, for the taxable years beginning on or after the first day of January of the year in which such exchange takes place;

(b) in the case of Danish tax, for the taxable years beginning on or after the first day of April of the year in which such exchange takes place.

(3) The present Convention shall continue effective for a period of five years 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 and, in such event, the present Convention shall cease to be effective

(a) as respects United States tax, for the taxable years beginning on or after the first day of January next following the expiration of the six-month period;

(b) as respects Danish tax, for the taxable years beginning on or after the first day of April next following the expiration of the six-month period.

DONE at Washington, in duplicate, in the English and Danish languages, the two texts having equal authenticity, this 6th day of May, 1948.

For the President of the United States of America:

G. C. MARSHALL [SEAL]

For His Majesty the King of Denmark:

HENRIK KAUFFMANN [SEAL]

ECONOMIC COOPERATION

*Agreement signed at Copenhagen June 29, 1948, with annex
Notice of Danish ratification given to the United States July 2, 1948
Entered into force July 2, 1948*

*Amended by agreements of November 4 and 18, 1948;¹ February 7,
1950;² February 2 and 9, 1951;³ and November 24, 1952⁴*

62 Stat. 2199; Treaties and Other
International Acts Series 1782

ECONOMIC COOPERATION AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND DENMARK

Preamble

The Government of the United States of America and the Government of Denmark:

Recognizing that the restoration or maintenance in European countries of principles of individual liberty, free institutions, and genuine independence rests largely upon the establishment of sound economic conditions, stable international economic relationships, and the achievement by the countries of Europe of a healthy economy independent of extraordinary outside assistance;

Recognizing that a strong and prosperous European economy is essential for the attainment of the purposes of the United Nations;

Considering that the achievement of such conditions calls for a European recovery plan of self-help and mutual cooperation, open to all nations which cooperate in such a plan, based upon a strong production effort, the expansion of foreign trade, the creation or maintenance of internal financial stability and the development of economic cooperation, including all possible steps to establish and maintain valid rates of exchange and to reduce trade barriers;

Considering that in furtherance of these principles the Government of Denmark has joined with other like-minded nations in a Convention for European Economic Cooperation signed at Paris on April 16, 1948, under

¹ TIAS 1904, *post*, p. 157.

² 1 UST 148; TIAS 2022.

³ 2 UST 647; TIAS 2218.

⁴ 3 UST 5181; TIAS 2713.

which the signatories of that Convention agreed to undertake as their immediate task the elaboration and execution of a joint recovery program, and that the Government of Denmark is a member of the Organization for European Economic Cooperation created pursuant to the provisions of that Convention;

Considering also that, in furtherance of these principles, the Government of the United States of America has enacted the Economic Cooperation Act of 1948,⁵ providing for the furnishing of assistance by the United States of America to nations participating in a joint program for European recovery, in order to enable such nations through their own individual and concerted efforts to become independent of extraordinary outside economic assistance;

Taking note that the Government of Denmark has already expressed its adherence to the purposes and policies of the Economic Cooperation Act of 1948;

Desiring to set forth the understandings which govern the furnishing of assistance by the Government of the United States of America under the Economic Cooperation Act of 1948, the receipt of such assistance by Denmark, and the measures which the two Governments will take individually and together in furthering the recovery of Denmark as an integral part of the joint program for European recovery;

Have agreed as follows:

ARTICLE I

Assistance and Cooperation

1. The Government of the United States of America undertakes to assist Denmark, by making available to the Government of Denmark or to any person, agency or organization designated by the latter Government such assistance as may be requested by it and approved by the Government of the United States of America. The Government of the United States of America will furnish this assistance under the provisions, and subject to all of the terms, conditions and termination provisions, of the Economic Cooperation Act of 1948, acts amendatory and supplementary thereto and appropriation acts thereunder, and will make available to the Government of Denmark only such commodities, services and other assistance as are authorized to be made available by such acts.

2. The Government of Denmark, acting individually and through the Organization for European Economic Cooperation, consistently with the Convention for European Economic Cooperation signed at Paris on April 16, 1948, will exert sustained efforts in common with other participating countries speedily to achieve through a joint recovery program economic conditions in Europe essential to lasting peace and prosperity and to enable the

⁵ 62 Stat. 137.

countries of Europe participating in such a joint recovery program to become independent of extraordinary outside economic assistance within the period of this Agreement. The Government of Denmark reaffirms its intention to take action to carry out the provisions of the General Obligations of the Convention for European Economic Cooperation, to continue to participate actively in the work of the Organization for European Economic Cooperation, and to continue to adhere to the purposes and policies of the Economic Cooperation Act of 1948.

3. With respect to assistance furnished by the Government of the United States of America to Denmark and procured from areas outside the United States of America, its territories and possessions, the Government of Denmark will cooperate with the Government of the United States of America in ensuring that procurement will be effected at reasonable prices and on reasonable terms and so as to arrange that the dollars thereby made available to the country from which the assistance is procured are used in a manner consistent with any arrangements made by the Government of the United States of America with such country.

ARTICLE II

General Undertakings

1. In order to achieve the maximum recovery through the employment of assistance received from the Government of the United States of America, the Government of Denmark will use its best endeavors:

a) to adopt or maintain the measures necessary to ensure efficient and practical use of all the resources available to it, including

(i) such measures as may be necessary to ensure that the commodities and services obtained with assistance furnished under this Agreement are used for purposes consistent with this Agreement and, as far as practicable, with the general purposes outlined in the schedules furnished by the Government of Denmark in support of the requirements of assistance to be furnished by the Government of the United States of America;

(ii) the observation and review of the use of such resources through an effective followup system approved by the Organization for European Economic Cooperation; and

(iii) to the extent practicable, measures to locate, identify and put into appropriate use in furtherance of the joint program for European recovery, assets, and earnings therefrom, which belong to nationals of Denmark 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 Denmark to dispose of such assets;

b) to promote the development of industrial and agricultural production on a sound economic basis; to achieve such production targets as may be established through the Organization for European Economic Cooperation; and when desired by the Government of the United States of America, to communicate to that Government detailed proposals for specific projects contemplated by the Government of Denmark to be undertaken in substantial part with assistance made available pursuant to this Agreement, including whenever practicable projects for increased production of food and transportation facilities;

c) to stabilize its currency, establish or maintain a valid rate of exchange, balance its governmental budget, create or maintain internal financial stability, and generally restore or maintain confidence in its monetary system; and

d) to cooperate with other participating countries in facilitating and stimulating an increasing interchange of goods and services among the participating countries and with other countries and in reducing public and private barriers to trade among themselves and with other countries.

2. Taking into account Article 8 of the Convention for European Economic Cooperation looking toward the full and effective use of manpower available in the participating countries, the Government of Denmark will accord sympathetic consideration to proposals made in conjunction with the International Refugee Organization directed to the largest practicable utilization of manpower available in any of the participating countries in furtherance of the accomplishment of the purposes of this Agreement.

3. The Government of Denmark will take the measures which it deems appropriate, and will cooperate with other participating countries, to prevent, on the part of private or public commercial enterprises, business practices or business arrangements affecting international trade which restrain competition, limit access to markets or foster monopolistic control whenever such practices or arrangements have the effect of interfering with the achievement of the joint program of European recovery.

ARTICLE III

Guaranties

1. The Governments of the United States of America and Denmark will, upon the request of either Government, consult respecting projects in Denmark proposed by nationals of the United States of America and with regard to which the Government of the United States of America may appropriately make guaranties of currency transfer under section 111(b)(3) of the Economic Cooperation Act of 1948.

2. The Government of Denmark agrees that if the Government of the United States of America makes payment in United States dollars to any person under such a guaranty, any kroner, or credits in kroner, assigned or transferred to the Government of the United States of America pursuant to

that section shall be recognized as property of the Government of the United States of America.

ARTICLE IV

Local Currency

1. The provisions of this Article shall apply only with respect to assistance which may be furnished by the Government of the United States of America on a grant basis.

2. The Government of Denmark will establish a special account in Danmarks Nationalbank in the name of the Government of Denmark (hereinafter called the Special Account) and will make deposits in kroner to this account as follows:

(a) The unencumbered balances of the deposits made by the Government of Denmark pursuant to the exchange of notes between the two Governments dated April 20, 1948.⁶

(b) Amounts commensurate with the indicated dollar cost to the Government of the United States of America of commodities, services and technical information (including any costs of processing, storing, transporting, repairing or other services incident thereto) made available to Denmark on a grant basis by any means authorized under the Economic Cooperation Act of 1948, less, however, the amount of the deposits made pursuant to the exchange of notes referred to in sub-paragraph (a). The Government of the United States of America shall from time to time notify the Government of Denmark of the indicated dollar cost of any such commodities, services and technical information, and the Government of Denmark will thereupon deposit in the Special Account a commensurate amount of kroner computed at a rate of exchange which shall be the par value agreed at such time with the International Monetary Fund. The Government of Denmark may at any time make advance deposits in the Special Account which shall be credited against subsequent notifications pursuant to this paragraph.

3. The Government of the United States of America will from time to time notify the Government of Denmark of its requirements for administrative expenditures in kroner within Denmark incident to operations under the Economic Cooperation Act of 1948, and the Government of Denmark will thereupon make such sums available out of any balances in the Special Account in the manner requested by the Government of the United States of America in the notification.

4. Five percent of each deposit made pursuant to this Article in respect of assistance furnished under authority of the Foreign Aid Appropriation Act, 1949,⁷ shall be allocated to the use of the Government of the United States

⁶ Not printed here; for background, see *Department of State Bulletin*, May 23, 1948, p. 686.

⁷ 62 Stat. 1054.

of America for its expenditures in Denmark, and sums made available pursuant to paragraph 3 of this Article shall first be charged to the amounts allocated under this paragraph.

5. The Government of Denmark will further make such sums of kroner available out of any balances in the Special Account as may be required to cover costs (including port, storage, handling and similar charges) of transportation from any point of entry in Denmark to the consignee's designated point of delivery in Denmark of such relief supplies and packages as are provided for in section 117(c) of the Economic Cooperation Act of 1948.

6. The Government of Denmark may draw upon any remaining balance in the Special Account for such purposes as may be agreed from time to time with the Government of the United States of America. In considering proposals put forward by the Government of Denmark for drawings from the Special Account the Government of the United States of America will take into account the need for promoting or maintaining internal monetary and financial stabilization in Denmark and for stimulating productive activity and international trade and the exploration for and development of new sources of wealth within Denmark, including in particular:

(a) expenditures upon projects or programs, including those which are part of a comprehensive program for the development of the productive capacity of Denmark and the other participating countries, and projects or programs the external costs of which are being covered by assistance rendered by the Government of the United States of America under the Economic Cooperation Act of 1948 or otherwise, or by loans from the International Bank for Reconstruction and Development;

(b) expenditures upon the exploration for and development of additional production of materials which may be required in the United States of America because of deficiencies or potential deficiencies in the resources of the United States of America; and

(c) effective retirement of the national debt, especially debt held by the central bank or other banking institutions.

7. Any unencumbered balance, other than unexpended amounts allocated under paragraph 4 of this Article remaining in the Special Account on June 30, 1952, shall be disposed of within Denmark for such purposes as may hereafter be agreed between the Governments of the United States of America and Denmark, it being understood that the agreement of the United States of America shall be subject to approval by Act or joint resolution of the Congress of the United States of America.

ARTICLE V

Access to Materials

1. The Government of Denmark will facilitate the transfer to the United States of America, for stockpiling or other purposes, of materials originating

in Denmark 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 Denmark, after due regard for the reasonable requirements of Denmark for domestic use and commercial export of such materials. The Government of Denmark will take such specific measures as may be necessary to carry out the provisions of this paragraph, including the promotion of the increased production of such materials within Denmark, and the removal of any hindrances to the transfer of such materials to the United States of America. The Government of Denmark 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 Denmark will, when so requested by the Government of the United States of America, negotiate such arrangements as are appropriate to carry out the provisions of paragraph (9) of sub-Section 115 (b) of the Economic Cooperation Act of 1948, which relates to the development and transfer of materials required by the United States of America.

3. The Government of Denmark, 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 Denmark.

ARTICLE VI

Travel Arrangements

The Government of Denmark will cooperate with the Government of the United States of America in facilitating and encouraging the promotion and development of travel by citizens of the United States of America to and within participating countries.

ARTICLE VII

Consultation and Transmittal of Information

1. The two Governments will, upon the request of either of them, consult regarding any matter relating to the application of this Agreement or to operations or arrangements carried out pursuant to this Agreement.

2. The Government of Denmark 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 Denmark:

(a) detailed information of projects, programs and measures proposed or adopted by the Government of Denmark to carry out the provisions of this Agreement and the General Obligations of the Convention for European Economic Cooperation;

(b) full statements of operations under this Agreement, including a statement of the use of funds, commodities and services received thereunder, such statements to be made in each calendar quarter;

(c) information regarding its economy and any other relevant information, necessary to supplement that obtained by the Government of the United States of America from the Organization for European Economic Cooperation, which the Government of the United States of America may need to determine the nature and scope of operations under the Economic Cooperation Act of 1948, and to evaluate the effectiveness of assistance furnished or contemplated under this Agreement and generally the progress of the joint recovery program.

3. The Government of Denmark will assist the Government of the United States of America to obtain information relating to the materials originating in Denmark referred to in Article V which is necessary to the formulation and execution of the arrangements provided for in that Article.

ARTICLE VIII

Publicity

1. The Governments of the United States of America and Denmark recognize that it is in their mutual interest that full publicity be given to the objectives and progress of the joint program for European recovery and of the actions taken in furtherance of that program. It is recognized that wide dissemination of information on the progress of the program is desirable in order to develop the sense of common effort and mutual aid which are essential to the accomplishment of the objectives of the program.

2. The Government of the United States of America will encourage the dissemination of such information and will make it available to the media of public information.

3. The Government of Denmark will encourage the dissemination of such information both directly and in cooperation with the Organization for European Economic Cooperation. It will make such information available to the media of public information and take all practicable steps to ensure that appropriate facilities are provided for such dissemination. It will further provide other participating countries and the Organization for European Economic Cooperation with full information on the progress of the program for economic recovery.

4. The Government of Denmark will make public in Denmark in each calendar quarter, full statements of operations under this Agreement, including information as to the use of funds, commodities and services received.

ARTICLE IX

Missions

1. The Government of Denmark agrees to receive a Special Mission for Economic Cooperation which will discharge the responsibilities of the Government of the United States of America in Denmark under this Agreement.

2. The Government of Denmark will, upon appropriate notification from the Ambassador of the United States of America in Denmark, consider the Special Mission and its personnel, and the United States Special Representative in Europe, as part of the Embassy of the United States of America in Denmark for the purpose of enjoying the privileges and immunities accorded to that Embassy and its personnel of comparable rank. The Government of Denmark will further accord appropriate courtesies to the members and staff of the Joint Committee on Foreign Economic Cooperation of the Congress of the United States of America, and grant them the facilities and assistance necessary to the effective performance of their responsibilities.

3. The Government of Denmark, directly and through its representatives on the Organization for European Economic Cooperation, will extend full cooperation to the Special Mission, to the United States Special Representative in Europe and his staff, and to the members and staff of the Joint Committee. Such cooperation shall include the provision of all information and facilities necessary to the observation and review of the carrying out of this Agreement, including the use of assistance furnished under it.

ARTICLE X

Settlement of Claims of Nationals

1. The Governments of the United States of America and Denmark 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 interest 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.⁸ The provisions of this paragraph shall be in all

⁸ TS 993, *ante*, vol. 3, p. 1186.

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 Denmark further agree that such claims may be referred, in lieu of the Court, to any arbitral tribunal mutually agreed upon.

3. It is further understood that neither Government will espouse a claim pursuant to this Article until its national has exhausted the remedies available to him in the administrative and judicial tribunals of the country in which the claim arose.

ARTICLE XI

Definitions

As used in this Agreement:

(a) "Denmark" means the Kingdom of Denmark together with its dependent territory, Greenland.

(b) The term "participating country" means

(i) any country which signed the Report of the Committee of European Economic Cooperation at Paris on September 22, 1947, and territories for which it has international responsibility and to which the Economic Cooperation Agreement concluded between that country and the Government of the United States of America has been applied, and

(ii) any other country (including any of the zones of occupation of Germany, and areas under international administration or control, and the Free Territory of Trieste or either of its zones) wholly or partly in Europe, together with dependent areas under its administration;

for so long as such country is a party to the Convention for European Economic Cooperation and adheres to a joint program for European recovery designed to accomplish the purposes of this Agreement.

ARTICLE XII

Entry into Force, Amendment, Duration

1. This Agreement shall be subject to ratification in Denmark. It shall come into force on the day on which notice of such ratification is given to the Government of the United States of America. Subject to the provisions of paragraphs 2 and 3 of this Article, it shall remain in force until June 30, 1953, and, unless at least six months before June 30, 1953, either Government shall have given notice in writing to the other of intention to terminate the Agreement on that date, it shall remain in force thereafter until the expiration of six months from the date on which such notice shall have been given.

2. If, during the life of this Agreement, either Government should consider there has been a fundamental change in the basic assumptions underlying this Agreement, it shall so notify the other Government in writing and the two Governments will thereupon consult with a view to agreeing upon the amendment, modification or termination of this Agreement. If, after three months from such notification, the two Governments have not agreed upon the action to be taken in the circumstances, either Government may give notice in writing to the other of intention to terminate this Agreement. Then, subject to the provisions of paragraph 3 of this Article, this Agreement shall terminate either:

- (a) six months after the date of such notice of intention to terminate, or
- (b) after such shorter period as may be agreed to be sufficient to ensure that the obligations of the Government of Denmark are performed in respect of any assistance which may continue to be furnished by the Government of the United States of America after the date of such notice;

provided, however, that Article V and paragraph 3 of Article VII shall remain in effect until two years after the date of such notice of intention to terminate, but not later than June 30, 1953.

3. Subsidiary agreements and arrangements negotiated pursuant to this Agreement may remain in force beyond the date of termination of this Agreement and the period of effectiveness of such subsidiary agreements and arrangements shall be governed by their own terms. Article IV shall remain in effect until all the sums in the currency of Denmark required to be deposited in accordance with its own terms have been disposed of as provided in that Article. Paragraph 2 of Article III shall remain in effect for so long as the guaranty payments referred to in that Article may be made by the Government of the United States of America.

4. This Agreement may be amended at any time by agreement between the two Governments.

5. The Annex to this Agreement forms an integral part thereof.

6. This Agreement shall be registered with the Secretary-General of the United Nations.

IN WITNESS WHEREOF the respective representatives, duly authorized for the purpose, have signed the present Agreement.

DONE at Copenhagen in duplicate, in the English and Danish languages, both texts authentic, this twenty-ninth day of June, 1948.

JOSIAH MARVEL Jr.	[SEAL]
GUSTAV RASMUSSEN	[SEAL]

ANNEX

Interpretative Notes

1. It is understood that the requirements of paragraph 1(a) of Article II, relating to the adoption of measures for the efficient use of resources, would include, with respect to commodities furnished under the Agreement, effective measures for safeguarding such commodities and for preventing their diversion to illegal or irregular markets or channels of trade.

2. It is understood that the obligation under paragraph 1(c) of Article II to balance the budget would not preclude deficits over a short period but would mean a budgetary policy involving the balancing of the budget in the long run.

3. It is understood that the business practices and business arrangements referred to in paragraph 3 of Article II mean:

(a) fixing prices, terms or conditions to be observed in dealing with others in the purchase, sale or lease of any product;

(b) excluding enterprises from, or allocating or dividing, any territorial market or field of business activity, or allocating customers, or fixing sales quotas or purchase quotas;

(c) discriminating against particular enterprises;

(d) limiting production or fixing production quotas;

(e) preventing by agreement the development or application of technology or invention whether patented or unpatented;

(f) extending the use of rights under patents, trademarks or copyrights granted by either country to matters which, according to its laws and regulations, are not within the scope of such grants, or to products or conditions of production, use or sale which are likewise not the subjects of such grants; and

(g) such other practices as the two Governments may agree to include.

4. It is understood that the Government of Denmark is obligated to take action in particular instances in accordance with paragraph 3 of Article II only after appropriate investigation or examination.

5. It is understood that the rate of exchange according to which the amount of kroner to be deposited in the Special Account provided for in Article IV should be computed is the par value agreed with the International Monetary Fund, which is at present 4.79901 kroner to one dollar.

6. It is understood that the order of sub-paragraphs (a), (b) and (c) in paragraph 6 of Article IV implies no order of priority or preference.

7. It is understood that the phrase in Article V "after due regard for the reasonable requirements of Denmark for domestic use" would include the maintenance of reasonable stocks of the materials concerned and that the phrase "commercial export" might include barter transactions. It is also understood that arrangements negotiated under Article V might appropri-

ately include provision for consultation, in accordance with the principles of Article 32 of the Havana Charter for an International Trade Organization,⁹ in the event that stockpiles are liquidated.

8. It is understood that the Government of Denmark will not be requested, under paragraph 2 (a) of Article VII, to furnish detailed information about minor projects or confidential commercial or technical information the disclosure of which would injure legitimate commercial interests.

9. It is understood that the Government of the United States of America in making the notifications referred to in paragraph 2 of Article IX would bear in mind the desirability of restricting, so far as practicable, the number of officials for whom full diplomatic privileges would be requested. It is also understood that the detailed application of Article IX would, when necessary, be the subject of inter-governmental discussion.

10. It is understood that any agreements which might be arrived at pursuant to paragraph 2 of Article X would be subject to ratification by the Senate of the United States of America.

⁹ Unperfected. Art. 32(3) of the Havana Charter reads as follows:

"Such Member shall, at the request of any Member which considers itself substantially interested, consult as to the best means of avoiding substantial injury to the economic interests of producers and consumers of the primary commodity in question. In cases where the interests of several Members might be substantially affected, the Organization may participate in the consultations, and the Member holding the stocks shall give due consideration to its recommendations."

MOST-FAVORED-NATION TREATMENT FOR AREAS UNDER OCCUPATION OR CONTROL

Exchange of notes at Copenhagen June 29, 1948

Notice of Danish ratification given to the United States July 2, 1948

Entered into force July 2, 1948

Expired in accordance with its terms

62 Stat. 2883; Treaties and Other
International Acts Series 1822

The American Ambassador to the Minister of Foreign Affairs

AMERICAN EMBASSY
COPENHAGEN, June 29, 1948

No. 179

SIR:

I have the honor to refer to the conversations which have recently taken place between representatives of our two Governments relating to the territorial application of commercial arrangements between the United States of America and Denmark and have the honor to confirm the understanding reached as a result of these conversations as follows:

1. For such time as the Government of the United States of America participates in the occupation or control of any areas in western Germany or the Free Territory of Trieste, the Government of Denmark will apply to the merchandise trade of such area the provisions relating to the most-favored-nation treatment of the merchandise trade of the United States of America set forth in the General Convention of Friendship, Commerce and Navigation signed April 26, 1826,¹ as amended by the Convention of April 11, 1857,² or, for such time as the Governments of the United States of America and Denmark may both be contracting parties to the General Agreement on Tariffs and Trade, dated October 30, 1947,³ the provisions of that Agreement, as now or hereafter amended, relating to the most-favored-nation treatment of such trade.

¹ TS 65, *ante*, p. 1.

² TS 67, *ante*, p. 11.

³ TIAS 1700, *ante*, vol. 4, p. 641.

It is understood that the undertaking in this paragraph relating to the application of the most-favored-nation provisions of the General Convention of Friendship, Commerce and Navigation shall be subject to the exceptions recognized in the General Agreement on Tariffs and Trade permitting departures from the application of most-favored-nation treatment; provided that nothing in this sentence shall be construed to require compliance with the procedures specified in the General Agreement with regard to the application of such exceptions.

2. The undertaking in point 1, above, will apply to the merchandise trade of any area referred to therein only for such time and to such extent as such area accords reciprocal most-favored-nation treatment to the merchandise trade of Denmark.

3. The undertakings in points 1 and 2, above, are entered into in the light of the absence at the present time of effective or significant tariff barriers to imports into the areas herein concerned. In the event that such tariff barriers are imposed, it is understood that such undertakings shall be without prejudice to the application of the principles set forth in the Havana Charter for an International Trade Organization ⁴ 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 area in western Germany referred to in point 1 above may have the effect of indirectly subsidizing the exports of such area to an extent which it would be difficult to calculate exactly. So long as such a condition exists, and if consultation with the Government of the United States of America fails to reach an agreed solution to the problem, it is understood that it would not be inconsistent with the undertaking in point 1 for the Government of Denmark to levy a countervailing duty on imports of such goods equivalent to the estimated amount of such subsidization, where the Government of Denmark 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 will enter into force on the day on which the Government of Denmark notifies the Government of the United States of America that this note has been ratified and 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.

⁴ Unperfected; for excerpts, see *A Decade of American Foreign Policy: Basic Documents, 1941-49* (S. Doc. 123, 81st Cong., 1st sess.), p. 391.

Please accept, Excellency, the renewed assurances of my highest consideration.

JOSIAH MARVEL JR.

His Excellency,

GUSTAV RASMUSSEN,

*Royal Minister for Foreign Affairs,
Copenhagen.*

The Minister of Foreign Affairs to the American Ambassador

UDENRIGSMINISTERIET

COPENHAGEN, June 29, 1948

SIR:

I have the honour to refer to the conversations which have recently taken place between representatives of our two Governments relating to the territorial application of commercial arrangements between Denmark and the United States of America and have the honour to confirm, subject to ratification, the understanding reached as a result of these conversations as follows:

[For text of understanding, see numbered paragraphs in U.S. note, above.]

Please accept, Excellency, the renewed assurances of my highest consideration.

GUSTAV RASMUSSEN

His Excellency

Ambassador JOSIAH M. MARVEL, Jr.,

*The Embassy of the United States of America,
Copenhagen.*

ECONOMIC COOPERATION

*Exchange of notes at Copenhagen November 4 and 18, 1948, correcting
Danish text of agreement of June 29, 1948
Entered into force November 18, 1948*

62 Stat. 3753; Treaties and Other
International Acts Series 1904

The Minister of Foreign Affairs to the American Ambassador

UDENRIGSMINISTERIET

Ø. P. VI. Journal Nr. 73.D.139

COPENHAGEN, November 4, 1948

MONSIEUR L'AMBASSADEUR,

With reference to the Economic Cooperation Agreement signed in Copenhagen on June 29th, 1948,¹ I have the honour to inform you that after consultation with Mr. Dahl, former Commercial Attaché to the American Embassy in Copenhagen, the following typographical errors in the Danish text have been corrected:

Page 4, Art. II § 1, line 4: delete Comma after "Regering",

Page 18, Art. XII, § 1, line 5: change "I Henhold til" to "med de Forbehold, som følger af Bestemmelserne i",

Page 18, penultimate line: "maate" should read "maatte",

Page 22, line 9: Insert "af" after "bevilget".

I hope you will have no objections to the above corrections and will be good enough to notify me of your agreement.

I avail myself of this opportunity to renew to you, Monsieur l'Ambassadeur, the assurance of my high consideration.

GUSTAV RASMUSSEN

His Excellency Ambassador

JOSIAH MARVEL, Jr.

*The Embassy of the United States of America,
Copenhagen.*

¹ TIAS 1782, *ante*, p. 141.

The American Ambassador to the Minister of Foreign Affairs

No. 347

AMERICAN EMBASSY,
COPENHAGEN, November 18, 1948

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's Note of November 4, 1948, which reads as follows:

[For text of Danish note, see above.]

I have pleasure in informing Your Excellency that my Government agrees that the Danish text of the Agreement will be read with these corrections incorporated.

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

JOSIAH MARVEL, Jr.

His Excellency

GUSTAV RASMUSSEN,
Minister for Foreign Affairs,
Copenhagen.

EXCHANGE OF PUBLICATIONS

Exchange of notes at Copenhagen July 27 and August 1, 1949
Entered into force August 1, 1949

63 Stat. 2680; Treaties and Other
International Acts Series 1971

The American Chargé d'Affaires ad interim to the Minister of Foreign Affairs

AMERICAN EMBASSY
COPENHAGEN, July 27, 1949

No. 235

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 Denmark 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 Denmark shall be the Institut Danois des Echanges Internationaux de Publications Scientifiques et Littéraires, the Royal Library.

3. The publications shall be received on behalf of the United States of America by the Library of Congress and on behalf of the Kingdom of

Denmark by the Institut Danois des Echanges Internationaux de Publications Scientifiques et Littéraires, the Royal Library.

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 Denmark, 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.

EDWARD J. SPARKS

Chargé d'Affaires ad interim

His Excellency

GUSTAV RASMUSSEN,

*Minister for Foreign Affairs,
Copenhagen.*

The Minister of Foreign Affairs to the American Chargé d'Affaires ad interim

UDENRIGSMINISTERIET

P. J. III. Journal Nr. 101. D. 10. a.

COPENHAGEN, August 1, 1949

MONSIEUR LE CHARGÉ D'AFFAIRES,

With reference to your note of July 27, 1949, and to the conversations between representatives of the Government of Denmark 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 you that the Government of Denmark 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 numbered paragraphs in U.S. note, above.]

The Government of Denmark 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.

I avail myself of this opportunity to renew to you, Monsieur le Chargé d'Affaires, the assurances of my high consideration.

For the Minister
JENS RUDOLPH DAHL

Monsieur EDWARD J. SPARKS,
Chargé d'Affaires a. i.,
The Embassy of the United States of America,
Copenhagen.

Dominican Republic

AMITY, COMMERCE, AND NAVIGATION; EXTRADITION

General convention signed at Santo Domingo February 8, 1867

Senate advice and consent to ratification March 20, 1867

Ratified by the Dominican Republic July 20, 1867

Ratified by the President of the United States July 31, 1867

Ratifications exchanged at Santo Domingo October 5, 1867

Entered into force October 5, 1867

Proclaimed by the President of the United States October 24, 1867

*Terminated January 13, 1898*¹

15 Stat. 473; Treaty Series 73

The United States of America and the Dominican Republic, equally animated with the desire of maintaining the cordial relations, and of tightening, if possible, the bonds of friendship between the two countries, as well as to augment, by all the means at their disposal, the commercial intercourse of their respective citizens, have mutually resolved to conclude a general convention of amity, commerce, and navigation, and for the surrender of fugitive criminals. For this purpose they have appointed as their plenipotentiaries, to wit: the President of the United States, John Somers Smith, Commercial Agent of the United States at the city of Santo Domingo, and the President of the Dominican Republic, José Gabriel Garcia, Secretary of State in the Department of Foreign Relations, and Juan Raymon Fiallo, ex-Secretary of the Treasury, who, after a communication of their respective full powers, have agreed to the following articles:

ARTICLE 1

It is the intention of the high contracting parties that there shall continue to be a firm, inviolable, and universal peace, and a true and sincere friend-

¹ Pursuant to notice of termination by the Dominican Republic dated Jan. 12, 1897.

ship between the Republic of the United States of America and the Dominican Republic, and between their respective countries, territories, cities, towns, and people, without exception of persons or places. If, unfortunately, the two nations should become involved in war, one with the other, the term of six months after the declaration thereof shall be allowed to the merchants and other citizens and inhabitants, respectively, on each side, during which time they shall be at liberty to withdraw themselves, with their effects and movables, which they shall have the right to carry away, send away, or sell, as they please, without the least obstruction; nor shall their effects, much less their persons, be seized during such term of six months; on the contrary, passports shall be valid for a term necessary for their return, and shall be given to them for their vessels and the effects which they may wish to carry with them or send away, and such passports shall be a safe conduct against the insults and captures which privateers may attempt against their persons and effects, and the money, debts, shares in the public funds, or in banks, or any other property, personal or real, belonging to the citizens of the one party in the territories of the other, shall not be confiscated or sequestered.

ARTICLE 2

The citizens of each of the high contracting parties, residing or established in the territory of the other, shall be exempt from all compulsory military service by sea or by land, and from all forced loans or military exactions or requisitions; nor shall they be compelled to pay any contributions whatever, higher or other than those that are or may be paid by native citizens.

ARTICLE 3

The citizens of the contracting parties shall be permitted to enter, sojourn, settle, and reside in all parts of said territories, and such as may wish to engage in business shall have the right to hire and occupy warehouses, provided they submit to the laws, as well general as special, relative to the rights of travelling, residing, or trading. While they conform to the laws and regulations in force, they shall be at liberty to manage themselves their own business, subject to the jurisdiction of either party, as well in respect to the consignment and sale of their goods by wholesale or retail as with respect to the loading, unloading, and sending off their ships. They may also employ such agents or brokers as they may deem proper, and shall in all these cases be treated as the citizens of the country wherein they reside; it being, nevertheless, distinctly understood that they shall be subject to such laws and regulations also in respect to wholesale or retail. They shall have free access to the tribunals of justice, in cases to which they may be a party, on the same terms which are granted by the laws and usage of the country to native citizens; for which purpose they may employ in defence of their interests and rights such advocates, attorneys, and other agents as they may think proper.

ARTICLE 4

The citizens of each of the high contracting parties, residing in the other, shall enjoy the most perfect liberty of conscience. They shall be subjected to no inconveniences whatever on account of their religious belief, nor shall they in any manner be annoyed or disturbed in the exercise of their religious worship in private houses, or in the chapels and places which they may select for that purpose; provided, that in so doing they observe the decorum due to the laws, usages, and customs of the country. It is likewise agreed that the citizens of the one country dying in the territory of the other, may be interred either in the ordinary cemeteries or in such others as may be selected for that purpose by their own government, or by their personal friends or representatives, with the consent of the local authorities. All such cemeteries and funeral processions, going to or returning from them, shall be protected from violation or disturbance.

ARTICLE 5

The citizens of each of the high contracting parties, within the jurisdiction of the other, shall have power to dispose of their personal property by sale, donation, testament, or otherwise; and their personal representatives, being citizens of the other contracting party, shall succeed to their personal property, whether by testament or *ab intestato*. They may take possession thereof, either by themselves or by others acting for them, at their pleasure, and dispose of the same, paying such duty only as the citizens of the country wherein the said personal property is situated shall be subject to pay in like cases. In the absence of a personal representative, the same care shall be taken of the property as by law would be taken of the property of a native in a similar case, whilst the lawful owner may take measures for securing it. If a question should arise among claimants as to the rightful ownership of the property, the same shall be finally decided by the judicial tribunals of the country in which it is situated.

When on the decease of any person holding real estate within the territory of one party, such real estate would by the law of the land descend on a citizen of the other, were he not disqualified by alienage, the longest term which the laws of the country in which it is situated will permit, shall be accorded to him to dispose of the same; nor shall he be subjected, in doing so, to higher or other dues than if he were a citizen of the country wherein such real estate is situated.

ARTICLE 6

The high contracting parties hereby agree, that whatever kind of produce, manufactures, or merchandise, of any foreign country can be, from time to time, lawfully imported into the United States in their own vessels, may also be imported in the vessels of the Dominican republic, and no higher or other duties upon the tonnage or cargo of the vessels shall be levied or col-

lected, whether the importation be made in a vessel under the flag of the United States, or a vessel under the flag of the Dominican republic. And, reciprocally, whatever kind of produce, manufactures, or merchandise of any foreign country can be, from time to time, lawfully imported into the Dominican republic in her own vessels, may also be imported in vessels of the United States, and no higher or other duties upon the tonnage or cargo of the vessel shall be levied or collected, whether the importation be made in a vessel under the flag of the Dominican republic, or under the flag of the United States.

Whatever can be lawfully exported or re-exported by one party in its own vessels to any foreign country, may, in like manner be exported or re-exported in the vessels of the other; and the same duties, bounties, and drawbacks shall be collected and allowed, whether such exportation or re-exportation be made in vessels of the one or the other. Nor shall higher or other charges of any kind be imposed in the ports of one party on vessels of the other than are or shall be payable in the same ports by national vessels.

ARTICLE 7

The preceding article is not applicable to the coasting trade of the contracting parties, which is respectively reserved by each exclusively for its own citizens.

But vessels of either country shall be allowed to discharge a part of their cargoes at one port, and proceed to any other port or ports in the territories of the other to discharge the remainder, without paying higher or other port charges or tonnage dues than would be paid by national vessels in such cases, so long as this liberty shall be conceded to any foreign vessels by the laws of both countries.

ARTICLE 8

For the better understanding of the preceding stipulations, it has been agreed that every vessel belonging exclusively to a citizen or citizens of the Dominican republic, and whose captain is also a citizen of the same, such vessel having also complied with all the other requisites established by law to acquire such national character, though the construction and crew are or may be foreign, shall be considered, for all the objects of this treaty, as a Dominican vessel.

ARTICLE 9

No higher or other duty shall be imposed on the importation into the United States of any article the growth, produce, or manufacture of the Dominican republic, or of her fisheries; and no higher or other duty shall be imposed on the importation into the Dominican republic of any article the growth, produce, or manufacture of the United States, or their fisheries, than are or shall be payable on the like articles the growth, produce, or manufacture of any other foreign country, or its fisheries.

No other or higher duties or charges shall be imposed in the United States on the exportation of any article to the Dominican republic, nor in the Dominican republic, on the exportation of any article to the United States, than such as are or shall be payable on the exportation of the like article to any other foreign country.

No prohibition shall be imposed on the importation of any article, the growth, produce, or manufacture of the United States or their fisheries, or of the Dominican republic and her fisheries, from or to the ports of the United States or the Dominican republic, which shall not equally extend to every other foreign country.

ARTICLE 10

Should one of the high contracting parties hereafter impose discriminating duties upon the products of any other nation, the other party shall be at liberty to determine the manner of establishing the origin of its own products intended to enter the country by which the discriminating duties are imposed.

ARTICLE 11

When any vessel of either party shall be wrecked, stranded, or otherwise damaged on the coasts or within the jurisdiction of the other, their respective citizens shall receive, as well for themselves as for their vessels and effects, the same assistance which would be due to the inhabitants of the country where the accident happened, and they shall be liable to pay the same charges and dues of salvage as the said inhabitants would be liable to pay in a like case.

If the repairs which a stranded vessel may require shall render it necessary that the whole or any part of her cargo should be unloaded, no duties of custom, charges, or fees on such cargo as may be carried away shall be paid, except such as are payable in like case by national vessels. It is understood, nevertheless, that if, while the vessel is under repair, the cargo shall be unladen and kept in a place of deposit destined for the reception of goods, the duties on which have not been paid, the cargo shall be liable to the charges and fees lawfully due to the keepers of such warehouses.

ARTICLE 12

It shall be lawful for the citizens of either country to sail with their ships and merchandise (contraband goods always excepted) from any port whatever, to any port of the enemy of the other, and to sail and trade with their ships and merchandise, with perfect security and liberty, from the countries, ports, and places of those who are enemies of either party, without any opposition or disturbance whatsoever, and to pass not only directly from the places and ports of the enemy aforementioned, to neutral ports and places, but also from one place belonging to an enemy to another place belonging to an enemy, whether they be or be not under the jurisdiction of the same power, unless such ports or places be effectively blockaded, besieged, or invested.

And whereas it frequently happens that vessels sail for a port or place belonging to an enemy without knowing that the same is either besieged, blockaded, or invested, it is agreed that every vessel so circumstanced may be turned away from such port or place, but she shall not be detained, nor any part of her cargo, if not contraband, be confiscated, unless, after notice of such blockade or investment, she shall again attempt to enter; but she shall be permitted to go to any other port or place she shall think proper; provided the same be not blockaded, besieged, or invested. Nor shall any vessel of either of the parties that may have entered into such port or place before the same was actually besieged, blockaded, or invested by the other, be restrained from quitting such place with her cargo, nor if found therein after the reduction and surrender of such place shall such vessel or her cargo be liable to confiscation, but they shall be restored to the owners thereof.

ARTICLE 13

The liberty of navigation and commerce shall extend to all kinds of merchandise, excepting those only which are distinguished by the name of contraband of war, and under this name shall be comprehended

1°. Cannons, mortars, howitzers, swivels, blunderbusses, muskets, fuses, rifles, carbines, pistols, pikes, swords, sabres, lances, spears, halberds, grenades, bombs, powder, matches, balls, and every thing belonging to the use of arms.

2°. Buckles, helmets, breastplates, coats of mail, accoutrements, and clothes made up in military form and for military use.

3°. Cavalry belts and horses, with their harness.

4°. And generally, all offensive or defensive arms, made of iron, steel, brass, copper, or of any other material prepared and formed to make war by land or at sea.

ARTICLE 14

All other merchandises and things not comprehended in the articles of contraband explicitly enumerated and classified as above, shall be held and considered as free, the subjects of free and lawful commerce, so that they be carried and transported in the freest manner by the citizens of both the contracting parties, even to places belonging to an enemy, excepting only those places which are at the time besieged or blockaded.

ARTICLE 15

The two high contracting parties recognize as permanent and immutable the following principles, to wit:

1°. That free ships make free goods; that is to say: that the effects or goods belonging to subjects or citizens of a power or state at war are free from capture or confiscation when found on board neutral vessels with the exception of articles contraband of war.

2°. That the property of neutrals on board of an enemy's vessel is not subject to confiscation, unless the same be contraband of war.

The like neutrality shall be extended to persons who are on board a neutral ship with this effect, that although they may be enemies of both or either party, they are not to be taken out of that ship, unless they are officers or soldiers, and in the actual service of the enemy. The contracting parties engage to apply these principles to the commerce and navigation of all such powers and states as shall consent to adopt them as permanent and immutable.

ARTICLE 16

In time of war the merchant ships belonging to the citizens of either of the contracting parties, which shall be bound to a port of the enemy of one of the parties, and concerning whose voyage and the articles of their cargo there shall be just grounds of suspicion, shall be obliged to exhibit as well upon the high seas as in the ports or roads not only their passports but likewise their certificates, showing that their goods are not of the quality of those which are specified to be contraband in the thirteenth article of the present convention.

ARTICLE 17

And that captures on light suspicions may be avoided, and injuries thence arising prevented, it is agreed that when one party shall be engaged in war, and the other party be neutral, the ships of the neutral party shall be furnished with passports, that it may appear thereby that the ships really belong to the citizens of the neutral party; they shall be valid for any number of voyages, but shall be renewed every year; that is, if the ship happens to return home in the space of a year. If the ships are laden they shall be provided, not only with the passports above mentioned, but also with certificates, so that it may be known whether they carry any contraband goods. No other paper shall be required, any usage or ordinance to the contrary notwithstanding. And if it shall not appear from the said certificates that there are contraband goods on board, the ships shall be permitted to proceed on their voyage. If it shall appear from the certificates that there are contraband goods on board any such ship, and the commander of the same shall offer to deliver them up, the offer shall be accepted, and a receipt for the same shall be given, and the ship shall be at liberty to pursue its voyage unless the quantity of the contraband goods be greater than can conveniently be received on board the ship-of-war or privateer, in which case, as in all other cases of just detention, the ship shall be carried into the nearest safe and convenient port for the delivery of the same.

If any ship shall not be furnished with such passport or certificates as are above required for the same, such case may be examined by a proper judge or tribunal and if it shall appear from other documents or proofs, admissible

by the usage of nations, that the ship belongs to the citizens or subjects of the neutral party, it shall not be confiscated, but shall be released with her cargo, (contraband goods excepted,) and be permitted to proceed on her voyage.

If the master of a ship, named in the passport, should happen to die, or be removed by any other cause, and another put in his place, the ship and cargo shall, nevertheless, be equally secure and the passport remain in full force.

ARTICLE 18

In order to prevent all kinds of disorder in the visiting and examination of the vessels and cargoes of both the contracting parties on the high seas, it is hereby agreed that whenever a ship-of-war shall meet with a neutral of the other contracting party, the first shall remain at a convenient distance, and may send its boats, with two or three men only, in order to execute the examination of the papers concerning the ownership and cargo of the vessel, without causing the least extortion, violence, or ill treatment, for which the commanders of the said armed ships shall be responsible with their persons and property; for which purpose the commanders of all private armed vessels shall, before receiving their commissions, give sufficient security to answer for all damages they may commit; and it is hereby agreed and understood that the neutral party shall in no case be required to go on board the examining vessel for the purpose of exhibiting his papers, or for any other purpose whatever.

ARTICLE 19

It is expressly agreed by the high contracting parties that the stipulations above mentioned, relative to the conduct to be observed on the sea by the cruisers of the belligerent party towards the ships of the neutral party, shall be applicable only to ships sailing without convoy, and when the said ships shall be convoyed, it being the intention of the parties to observe all the regards due to the protection of the flag displayed by public ships, it shall not be lawful to visit them; but the verbal declaration of the commander of the convoy that the ships he convoys belong to the nation whose flag he carries, and that they have no contraband goods on board shall be considered by the respective cruisers as fully sufficient; the two parties reciprocally engaging not to admit under the protection of their convoys, ships which shall have on board contraband goods destined to an enemy.

ARTICLE 20

In all cases where vessels shall be captured or detained, to be carried into port under pretence of carrying to the enemy contraband goods, the captor shall give a receipt for such of the papers of the vessel as he shall retain, which receipt shall be annexed to a copy of the said papers; and it shall be unlawful to break up or open the hatches, chests, trunks, casks, bales, or vessels found

on board, or remove the smallest part of the goods, unless the lading be brought on shore in presence of the competent officers, and an inventory be made by them of the same. Nor shall it be lawful to sell, exchange, or alienate the said articles of contraband in any manner, unless there shall have been lawful process, and the competent judge or judges shall have pronounced against such goods sentence of confiscation.

ARTICLE 21

And in such time of war, that proper care may be taken of the vessel and cargo, and embezzlement prevented, it is agreed that it shall not be lawful to remove the master, commander, or supercargo of any captured ship from on board thereof, during the time the ship may be at sea after her capture, or pending the proceedings against her, or her cargo, or anything relating thereto; and in all cases where a vessel of the citizens of either party shall be captured or seized and held for adjudication, her officers, passengers, and crew shall be hospitably treated. They shall not be imprisoned or deprived of any part of their wearing apparel, nor of the possession and use of their money, not exceeding for the captain, supercargo, mate, and passengers five hundred dollars each, and for the sailors one hundred dollars each.

ARTICLE 22

It is further agreed that in all cases the established courts for prize causes, in the country to which the prizes may be conducted, shall alone take cognizance of them. And whenever such tribunal of either of the parties shall pronounce judgment against any vessel or goods, or property claimed by the citizens of the other party, the sentence or decree shall mention the reasons or motives on which the same shall have been founded, and an authenticated copy of the sentence or decree, and of all the proceedings in the case, shall, if demanded, be delivered to the commander or agent of the said vessel without any delay, he paying the legal fees for the same.

ARTICLE 23

When the ships-of-war of the two contracting parties, or those belonging to their citizens, which are armed in war, shall be admitted to enter with their prizes the ports of either of the two parties, the said public or private ships, as well as their prizes, shall not be obliged to pay any duty either to the officers of the place, the judges, or any others; nor shall such prizes, when they come to and enter the ports of either party, be arrested or seized, nor shall the officers of the place make examination concerning the lawfulness of such prizes, but they may hoist sail at any time and depart and carry their prizes to the places expressed in their commissions, which the commanders of such ships-of-war shall be obliged to show. It is understood, however, that the privileges conferred by this article shall not extend beyond those allowed by law or by treaty with the most favored nations.

ARTICLE 24

It shall not be lawful for any foreign privateers who have commissions from any prince or State in enmity with either nation, to fit their ships in the ports of either, to sell their prizes, or in any manner to exchange them; neither shall they be allowed to purchase provisions, except such as shall be necessary to their going to the next port of that prince or State from which they have received their commissions.

ARTICLE 25

No citizen of the Dominican Republic shall apply for or take any commission or letters of marque for arming any ship or ships to act as privateers against the said United States, or any of them, or against the citizens, people, or inhabitants of the said United States, or any of them, or against the property of any of the inhabitants of any of them, from any prince or State with which the said United States shall be at war; nor shall any citizen or inhabitant of the said United States, or any of them, apply for or take any commission or letters of marque for arming any ship or ships to act as privateers against the citizens or inhabitants of the Dominican Republic, or any of them, or the property of any of them, from any prince or State with which the said Republic shall be at war; and if any person of either nation shall take such commissions of letters of marque, he shall be punished according to their respective laws.

ARTICLE 26

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

It is understood that whenever either of the two contracting parties shall select a citizen of the other for a consular agent, to reside in any ports or commercial places of the latter, such consul or agent shall continue to be regarded, notwithstanding his quality of a foreign consul, as a citizen of the nation to which he belongs, and consequently shall be subject to the laws and regulations to which natives are subjected in the place of his residence. This obligation, however, shall in no respect embarrass the exercise of his consular functions or affect the inviolability of the consular archives.

The said consuls and vice consuls shall have the right, as such, to sit as judges and arbitrators in such differences as may arise between the masters and crews of the vessel belonging to the nation whose interests are committed to their charge, without the interference of the local authorities, unless their assistance should be required, or the conduct of the crews or of the captain should disturb the order or tranquility of the country. It is, however, under-

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

The said consuls and vice consuls are authorized to require the assistance of the local authorities for the arrest and imprisonment of the deserters from the ships-of-war and merchant vessels of their country. For this purpose they shall apply to the competent tribunals, judges, and officers, and shall, in writing, demand such deserters, proving by the exhibition of the registers of the vessels, the muster rolls of the crews, or by any other official documents, that such individuals formed part of the crews; and on this claim being substantiated, the surrender shall not be refused. Such deserters, when arrested, shall be placed at the disposal of the consuls and vice consuls, and may be confined in the public prisons at the request and cost of those who shall claim them, in order to be sent to the vessels to which they belong, or to others of the same country. But if not sent back within three months of the day of their arrest, they shall be set at liberty, and shall not again be arrested for the same cause. However, if the deserter shall be found to have committed any crime or offence, his surrender may be delayed until the tribunal before which his case shall be pending shall have pronounced its sentence, and such sentence shall have been carried into effect.

ARTICLE 27

The United States of America and the Dominican republic, on requisitions made in their name through the medium of their respective diplomatic and consular agents, shall deliver up to justice persons who, being charged with the crimes enumerated in the following article, committed within the jurisdiction of the requiring party, shall seek asylum or shall be found within the territories of the other: *Provided*, That this shall be done only when the fact of the commission of the crime shall be so established as to justify their apprehension and commitment for trial, if the crime had been committed in the country where the persons so accused shall be found; in all of which the tribunals of said country shall proceed and decide according to their own laws.

ARTICLE 28

Persons shall be delivered up according to the provisions of this convention, who shall be charged with any of the following crimes, to wit: murder, (including assassination, parricide, infanticide, and poisoning;) attempt to commit murder; rape; forgery; the counterfeiting of money; arson; robbery with violence, intimidation, or forcible entry of an inhabited house; piracy; embezzlement by public officers, or by persons hired or salaried, to the detriment of their employers, when these crimes are subject to infamous punishment.

ARTICLE 29

On the part of each country the surrender shall be made only by the authority of the executive thereof. The expenses of detention and delivery effected in virtue of the preceding articles, shall be at the cost of the party making the demand.

ARTICLE 30

The provisions of the foregoing articles relating to the surrender of fugitive criminals, shall not apply to offences committed before the date hereof, nor to those of a political character.

ARTICLE 31

This convention is concluded for the term of eight years, dating from the exchange of the ratifications; and if one year before the expiration of that period neither of the contracting parties shall have announced, by an official notification, its intention to the other to arrest the operations of said convention, it shall continue binding for twelve months longer, and so on, from year to year, until the expiration of the twelve months which will follow a similar declaration, whatever the time at which it may take place.

ARTICLE 32

This convention shall be submitted on both sides to the approval and ratification of the respective competent authorities of each of the contracting parties, and the ratifications shall be exchanged at Santo Domingo as soon as circumstances shall admit.

In faith whereof, the respective plenipotentiaries have signed the foregoing articles, in the English and Spanish languages, and they have hereunto affixed their seals.

Done in duplicate, at the city of Santo Domingo, this eighth day of February, in the year of our Lord one thousand eight hundred and sixty-seven.

JNO. SOMERS SMITH	[SEAL]
JOSÉ G. GARCIA	[SEAL]
JUAN R. FIALLO	[SEAL]

COMMERCIAL RELATIONS

*Exchange of notes and protocol of agreement on publication signed at
Washington June 4, 1891*

Proclaimed by the President of the United States August 1, 1891

Entered into force September 1, 1891

Terminated October 27, 1894¹

Treaty Series 75 and 74

EXCHANGE OF NOTES

The Dominican Minister to the Special Plenipotentiary for the United States

[TRANSLATION]

LEGATION OF THE DOMINICAN REPUBLIC

WASHINGTON, June 4, 1891

MR. MINISTER: The Government of the Dominican Republic having been officially informed of the action of the Congress of the United States of America in the enactment of the tariff law of October 1, 1890,² authorizing the admission through the custom-houses of said United States, free of all duty, of the articles enumerated in section 3 of said law, with a view to secure reciprocal trade with countries producing the articles named, I am pleased to be able to state to you that the Dominican Government, likewise animated by the desire to maintain the relations of sincere friendship which happily exist between the Dominican Republic and the United States of America, and especially recognizing that the close proximity of the two countries suggests the good policy of establishing the reciprocal commerce upon such a basis as shall encourage the development of trade and strengthen friendly feeling between their respective peoples, has resolved to respond in the most liberal manner within its power to the legislation above referred to of the Congress of the United States.

I have, therefore, the honor to inform you that the Government of the Dominican Republic, in reciprocity for, and in consideration of, the free admission into all the ports of the United States exempt from the payment of duties, whether national, State, or municipal, of the products of the Domini-

¹ Pursuant to exchange of notes at Washington Oct. 26 and 27, 1894.

² 26 Stat. 567.

can Republic enumerated in section 3 of said law, is prepared, by virtue of the legislative resolution of the National Congress of March 23 last, to decree the admission into all the established ports of entry of the Dominican Republic, on and after the 1st day of September, 1891, free of all customs duty and any other national or port charges, of the articles or merchandise named in the following Schedule A, provided that the said articles or merchandise are exported directly from, and are the product or manufacture of, the United States of America :

SCHEDULE A

Articles to be admitted free of duty into the Dominican Republic :

1. Animals, live.
2. Meats of all kinds, salted or in brine, but not smoked.
3. Corn or maize, corn meal and starch.
4. Oats, barley, rye and buckwheat, and flour of these cereals.
5. Hay, bran and straw for forage.
6. Trees, plants, vines and seeds and grains of all kinds for propagation.
7. Cotton seed oil and meal cake of same.
8. Tallow in cake or melted, and oil for machinery, subject to examination and proof respecting the use of said oil.
9. Resin, tar, pitch and turpentine.
10. Manures, natural and artificial.
11. Coal, mineral.
12. Mineral waters, natural and artificial.
13. Ice.
14. Machines, including steam-engines and those of all other kinds, and parts of the same, implements and tools for agricultural, mining, manufacturing, industrial and scientific purposes, including carts, wagons, handcars and wheelbarrows, and parts of the same.
15. Material for the construction and equipment of railways.
16. Iron, cast and wrought, and steel, in pigs, bars, rods, plates, beams, rafters and other similar articles for the construction of buildings, and in wire, nails, screws and pipes.
17. Zinc, galvanized and corrugated iron, tin and lead in sheets, asbestos, tar paper, tiles, slate and other material for roofing.
18. Copper in bars, plates, nails and screws.
19. Copper and lead pipe.
20. Bricks, fire bricks, cement, lime, artificial stone, paving tiles, marble and other stones in rough, dressed or polished, and other earthy materials used in building.
21. Windmills.
22. Wire, plain or barbed, for fences, with hooks, staples, nails, and similar articles used in the construction of fences.

23. Telegraph wire and telegraphic, telephonic and electrical apparatus of all kinds for communication and illumination.

24. Wood and lumber of all kinds for building, in logs or pieces, beams, rafters, planks, boards, shingles, flooring, joists, wooden houses, mounted or unmounted, and accessory parts of buildings.

25. Cooperage of all kinds, including staves, headings and hoops, barrels and boxes, mounted or unmounted.

26. Materials for shipbuilding.

27. Boats and lighters.

28. School furniture, blackboards, and other articles exclusively for the use of schools.

29. Books, bound or unbound, pamphlets, newspapers and printed matter, and paper for printing newspapers.

30. Printers' inks of all colors, type, leads and all accessories for printing.

31. Sacks, empty, for packing sugar.

32. Gold and silver coin and bullion.

It is understood that the packages or coverings in which the articles named in the foregoing schedule are imported shall be free of duty if they are usual and proper for the purpose.

The Government of the Dominican Republic is, further, prepared to decree the admission into all the established ports of entry of the said Republic, at a reduction of 25 per cent. of the duty designated in the customs tariff now in force or which may hereafter be adopted in said Republic (which reduction shall likewise apply to all duties which are imposed on these articles by authority of the National Government), of the articles or merchandise named in the following Schedule B, provided that said articles or merchandise are exported directly from, and are the product or manufacture of, the United States of America:

SCHEDULE B

Articles to be admitted into the Dominican Republic at a reduction of duty of 25 percent.:

33. Meats not included in Schedule A and meat products of all kinds, except lard.

34. Butter, cheese, and condensed or canned milk.

35. Fish and shellfish, salted, dried, smoked, pickled or preserved in cans.

36. Fruits and vegetables, fresh, canned, dried, pickled or preserved.

37. Manufactures of iron and steel, single or mixed, not included in Schedule A.

38. Cotton, manufactured, spun or twisted, and in fabrics of all kinds, woven or knit, and the same fabrics mixed with other vegetable or animal fibers in which cotton is the equal or greater component part.

39. Boots and shoes in whole or in part of leather or skins.
40. Paper for writing, in envelopes, ruled or blank books, wall paper, paper for wrapping and packing, for cigarettes, in cardboard, boxes and bags, sandpaper and pasteboard.
41. Tin plate and tinware for arts, industries and domestic uses.
42. Cordage, rope and twine of all kinds.
43. Manufactures of wood of all kinds not embraced in Schedule A, including wooden ware, implements for household use, and furniture in whole or in part of wood.

The Government of the Dominican Republic gives the assurance that no increase whatever shall be made in the export duties of any character now in force on the articles enumerated in section 3 of the said tariff law of the United States, nor upon any article, the product of said Republic, now on the free list of the tariff of said United States, so long as such article continues to be admitted free of duty; and, further, that if the Dominican Republic makes any reduction in the export duty on any of its products, such reduction shall immediately apply to said products when exported to the United States.

The Government of the Dominican Republic also gives the assurance that no greater municipal taxes than those now in force, nor than those levied upon national products, shall be imposed upon articles imported from the United States.

The Government of the Dominican Republic reserves the right to adopt the necessary laws and regulations to protect its revenue and prevent fraud in the declarations and proof that the articles enumerated in the foregoing schedules are exported directly from, and are the product or manufacture of, the United States; but the laws and regulations to be adopted shall place no undue restrictions upon the importer, nor occasion any additional charges or fees therefor upon the articles imported.

For the better application of the foregoing schedules by the custom-houses of the Dominican Republic, it would be mutually convenient that a repertory³ or classification of articles or merchandise should be compiled before the present commercial arrangement goes into operation, under the joint supervision of the Legation of the Dominican Republic and the Department of State in Washington.

I have confidence that the President of the United States will duly regard the present proof that the Government of the Dominican Republic has met the legislation of the Congress of the United States in a spirit of friendly accord and wise reciprocity; and, in that event, I shall hold myself ready to agree with you upon a time when the decree of the Dominican Republic and the proclamation of the President of the United States may be simultaneously and officially published in both countries, with the understanding

³ A repertory of schedules A and B was signed at Washington Aug. 11, 1891.

that the commercial arrangement, when it shall have been thus promulgated, shall remain in force so long as it shall not be modified by the legislative action of either Government or by mutual agreement of the Executive Power of the two countries.

Be so kind as to accept, Mr. Minister, the assurances of my most distinguished consideration.

MANUEL DE J. GALVAN

Honorable JOHN W. FOSTER,
*Special Minister Plenipotentiary of the
United States of America, Washington.*

The Special Plenipotentiary for the United States to the Dominican Minister

DEPARTMENT OF STATE
WASHINGTON, June 4, 1891

SIR: I have great pleasure in acknowledging the receipt of your note of this date, in which you inform me that the Government of the Dominican Republic, in due reciprocity for, and in consideration of, the admission into the ports of the United States free of all duty, whether national, State, or municipal, of the products of said Republic enumerated in section 3 of the tariff law of the Congress of the United States of October 1, 1890, is prepared by legal enactment to authorize the free or privileged admission, on and after the 1st day of September, 1891, of the articles directly imported from, and the product or manufacture of, the United States of America named in your note; that your Government gives the assurance that no increase shall be made in the export tax on the articles admitted free into the United States; that all future reduction in the export tax shall immediately apply to such articles when sent to the United States; that no greater municipal taxes than those now in force, nor than those which national products pay, shall be imposed on articles imported from said States; and that the laws and regulations adopted by the Dominican Republic to prevent fraud shall not impose any additional charges or fees therefor on the articles named in your note imported from the United States.

I am directed by the President to state to you that he accepts this action of the Government of the Dominican Republic, in granting exemption of duties to the products and manufactures of the United States, as a due reciprocity for the action of the Congress of the United States, as contained in section 3 of the tariff law above cited.

I am also pleased to reciprocate the assurances contained in your note, and to state that no export tax, whether national, State, or municipal, can or will be imposed in the United States upon the products or manufactures enumerated in schedules A and B of your note of this date sent to San Domingo.

It may be further understood that, while the Government of the United States reserves the right to adopt the laws and regulations necessary to protect its revenue and prevent fraud in the declarations and proof that the articles enumerated in section 3 of the law cited are the product or manufacture of San Domingo, the laws and regulations to be adopted shall place no undue restrictions upon the importer, nor impose any additional charges or fees upon the articles imported.

It is also understood that, for the better application of said schedules in the custom-houses of San Domingo, a repertory shall be compiled before the present commercial arrangement goes into operation, under the joint supervision of the Department of State and the Dominican Legation in Washington.

I have, therefore, to request that you will meet me at the Department of State at your early convenience, to agree upon the time and manner of making public announcement of this commercial arrangement, which, it is understood, shall remain in force so long as it shall not be modified by the legislation of either Government or by the mutual agreement of the Executive Power of the two countries.

I improve the occasion, Mr. Minister, to convey to you the assurances of my high consideration and esteem.

JOHN W. FOSTER,
Special Plenipotentiary for the United States

The Honorable MANUEL DE J. GALVAN,
*Envoy Extraordinary and Minister Plenipotentiary
of the Dominican Republic.*

The Dominican Minister to the Special Plenipotentiary for the United States

[TRANSLATION]

LEGATION OF THE DOMINICAN REPUBLIC
WASHINGTON, June 4, 1891

MR. MINISTER: In confirmation of the assurances, given in advance, during the course of the negotiations which resulted in the commercial arrangement concluded this day, I now have the honor to inform you that, in consideration of the aforesaid arrangement, and as one of the conditions thereof, the Government of the Dominican Republic pledges itself to endeavor, during the next legislative session, to secure the repeal of the law of June 26, which was promulgated July 4, 1887, declaring the importation into the Republic of the articles mentioned in the said law to be free or subject to a reduced duty; and that the Executive will take the initiative, as he is privileged to do by the constitution, to the end that the effects of the aforesaid law cease on the 31st day of March, 1892, or sooner if possible, so far as they relate to the said

articles, and to the end that the articles in question be subjected to the tax required by the tariff and to the payment of import duties on and after the day aforesaid; it being, however, understood and stipulated that all the articles enumerated in schedules A and B, referred to in my note of this date, that shall have been produced in, and imported directly from, the United States shall be exempt from the payment of such duties, as provided in the aforementioned commercial arrangement.

It is further understood that, if the above-mentioned law of July 4, 1887, shall not be repealed, as above stipulated, before the 31st day of March, 1892, the United States Government shall have the right to declare the aforesaid commercial arrangement annulled at any time subsequent to the date designated, if it shall think proper so to do.

I reiterate to you, Mr. Minister, the assurances of the consideration and respect with which I am your most obedient and faithful servant,

MANUEL DE J. GALVAN

Honorable JOHN W. FOSTER,
*Special Minister Plenipotentiary
of the United States of America,
Washington, D.C.*

DECREE OF THE NATIONAL CONGRESS OF JULY 4, 1887

[TRANSLATION]

ARTICLE 1. From the date of this decree until the 31st of December, 1890, and from the latter date until the enactment of another decree repealing the present, the following-named articles shall be exempted in this Republic from all fiscal duty, to wit:

All kinds of machinery to be used in the sugar and other estates and in the agricultural and industrial establishments, and the pieces accessory or sent extra to replace those worn out or damaged; crude tallow and oil, when, upon careful investigation at the custom-house, it is ascertained that it is to be used exclusively for the said machinery; phosphatic and ammoniacal guanos, zinc, galvanized and corrugated iron, hand and steam water pumps, windmills; hogshead staves, heads, and shooks; box shooks and bags for sugar; rails and spikes, railroad cars, axles and boxes for carts and wagons, barbed wire for fences, coal; plows, hoes, axes, spades, hand rakes, short machetes for agricultural purposes, and, generally, all instruments exclusively applicable to the cultivation of the soil or the clearing of forests.

The exemption provided for in this article for such pieces as are considered accessory to engines or machinery does not apply to screws, screw nuts, nails, bars or sheets of iron or of other metals which can be used for other purposes.

ART. 2. The following-named articles, by whomsoever imported, shall be subject only to the payment of 10 per cent. ad valorem, to wit: Boards, planks, and scantlings of pine, pitch pine, or any other lumber; shingles, roofing tiles, roofing slates, tarred roofing paper, and all other kinds of roofing; bricks, flagstones of the Canary Islands; iron, steel, and copper in bars or sheets; nails and screws of iron or copper, whether galvanized or not; Portland Roman cement, manilla rope; iron, copper, or lead pipes; lighters, whether large or small; iron tanks; wheelbarrows, picks, mattocks, and shovels of all shapes; and ox carts and wagons and the wheels therefor.

ART. 5. Panama hats and revolvers and cartridges shall only pay 10 per cent., to be assessed, in the case of hats, upon the tariff valuation, and in the case of revolvers and cartridges upon appraisement; and the duty thus collected shall be used for the same purposes as were set forth in the preceding article. Pianos, organs, and all other musical instruments, safes, and all pieces of furniture or articles imported free from duty, unless mentioned in article 1 of this decree, shall be subject to the provisions of the present article.

ABROGATION OF DECREE OF JULY 4, 1887

[TRANSLATION]

Ulises Heureaux, General of Division, Commander in Chief of the National Army, Pacifier of the Country, and Constitutional President of the Republic.

Whereas the decree of the National Congress relating to the free entry of agricultural supplies, dated the 4th of July, 1887, was fixed to remain in force until the 31st of December, 1890, and after that date until other dispositions should be substituted for or abrogate it.

Whereas the commercial arrangement recently concluded between the Government of the Dominican Republic and that the United States of America allows to agricultural industries, for whose benefit the decree of free entry was made, to enjoy equally the advantages of its protectionist character.

Having heard the views of the members of the cabinet,

Resolved, The decree relating to the free entry of agricultural implements of the 4th of July, 1887, is hereby abrogated.

Given in the National Palace in Santo Domingo, capital of the Republic, the 5th of August, 1891, the forty-eighth year of the independence and the twenty-eighth of the restoration.

U. HEUREAUX,
President of the Republic.

Countersigned:

A. W. Y GIL,
Minister of Fomento and of Public Works

SANCHEZ,
Minister of Finance and of Commerce

DECREE AS TO NEW DUTIES

[TRANSLATION]

Ulises Heureaux, General of Division, Commander in Chief of the National Army, Pacifier of the Country, and Constitutional President of the Republic.

The law relating to the free entry of agricultural implements, which was to cease to be in force on the 30th of December, 1890, having been abrogated by a previous resolution, Considering that the commerce of revolvers, cartridges for the same, Panama hats, and musical instruments, including pianos and harmoniums, had been favored by said law by a duty of only 10 per cent. on the invoice value;

Considering that it is necessary to again regulate the commerce of said articles, among which are some prohibited by the law above mentioned,

Resolved, (1) From and after the date of the publication of the present resolution the custom-houses throughout the territory of the Republic shall collect duties of importation upon the following articles:

- (1) Revolvers, each, fixed duty, \$2.
- (2) Caps for revolvers, per 100, fixed duty, \$2.

(3) Pianos, large and small, harmoniums, organs, and every kind of musical instruments for bands or orchestras, 10 per cent. upon the invoice value. Accordions are excepted from this remission, which shall pay the 60 per cent. ad valorem levied upon other merchandise.

(4) Panama hats in the proportion established by the tariff in force.

Given at Santo Domingo, in the National Palace of the Government, capital of the Dominican Republic, on the 5th of August, 1891, the forty-eighth year of the independence and the twenty-eighth of the restoration.

U. HEUREAUX

SANCHEZ,
Minister of Finance and Commerce.

PROTOCOL

Protocol of an agreement made between John W. Foster, Special Plenipotentiary of the United States, and Señor Don Manuel de J. Galvan, Envoy Extraordinary and Minister Plenipotentiary of the Dominican Republic, at the Department of State in Washington, June 4, 1891.

In the act of exchanging the notes of this date which constitute the commercial arrangement between the United States of America and the Dominican Republic, it is agreed by and between the Undersigned that the Proclamation of the President of the United States and the Decree of the President of the Dominican Republic, to carry this arrangement into execution, shall be simultaneously published in the two Republics on the 1st day of August, 1891.

In testimony whereof, we have interchangeably signed this Protocol this 4th day of June, 1891.

JOHN W. FOSTER
MANUEL DE J. GALVAN

ARBITRATION OF OZAMA BRIDGE CLAIM

Exchange of notes at Santo Domingo March 5 and 7, 1898

Entered into force March 7, 1898

*Terminated upon fulfillment of its terms*¹

1898 For. Rel. 274

Mr. Powell to General Heureaux

LEGATION OF THE UNITED STATES

Santo Domingo, March 5, 1898

No. 15

EXCELLENCY: I have received by cable this evening instructions from my Government informing me that it has named Mr. Alfred Noble, engineer, to examine and finally determine value of Ozama Bridge concession and franchise; his compensation and expenses to be borne by your Government and claimant in equal proportions.

You will kindly favor me, your excellency, in giving your assent to this proposition.

I have, etc.

W. F. POWELL

General Heureaux to Mr. Powell

DOMINICAN REPUBLIC

DEPARTMENT OF FOREIGN RELATIONS

Santo Domingo, March 7, 1898

MY DEAR SIR: At the hands of Gen. Ulises Heureaux I have received the letter which your honor kindly remitted to him of the date of yesterday under cover of my official address.

Through an excess of courtesy that I consider unnecessary, but which is satisfactory to me, General Heureaux has requested me in his place to say to your honor that he agrees with entire contents of the letter, and particularly in that which regards the naming of Mr. Alfred Noble.

I salute your honor, etc.,

ENRIQUE HEUREAUX

¹ In a decision dated May 20, 1898 (for text, see 1898 For. Rel. 288), the United States was awarded \$74,411.17. For an exchange of notes regarding procedure for payment, see *ibid.*, p. 289.

ARBITRATION OF SALA CLAIM

Convention and arbitral convention signed at Santo Domingo

April 28, 1902

Entered into force April 28, 1902

*Terminated upon fulfillment of its terms*¹

Treaty Series 435²

CONVENTION

[TRANSLATION]

The Dominican Government, represented by Dr. Henriquez y Carvajal, Minister of Posts and Telegraphs, acting as Minister of Foreign Relations of said Government, party of the first part, and the Government of the United States of America, represented by Mr. W. F. Powell, Chargé d'Affaires of said latter Government before the Government of the Dominican Republic, party of the second part, being earnestly desirous of maintaining in all their splendor the good and cordial relations happily existing between the two Governments and of putting an end to the dispute raised in connection with the claim presented by the Legation of the United States of America on behalf of Madame Sala and other successors of the commercial firm of J. Sala & Co. of New York, for sums which the Dominican Government has acknowledged to owe to said firm as well as for other sums which relate to deals transacted at a former time by said firm with the late General U. Heureaux while the latter held the office of President of the Dominican Republic and which are likewise claimed of the Dominican Government, although the latter has been unable as yet to persuade itself that it really owes them, have agreed as follows:

Firstly. The Dominican Government, keeping within the obligation assumed by it in the contract under date of December 30, 1898, signed by the Auditor General of the Treasury of the Republic and Mr. J. B. Vicini, hereby declares that it will pay to the aforementioned persons the value of the drafts mentioned in said contract, and it discharges the successors of J. Sala & Co. of New York of all manner of responsibility, with respect to the payment of the value of said drafts, toward the said successors of J. B.

¹ On Apr. 30, 1904, the arbitral tribunal awarded \$215,812 to Emilia C. de Sala, surviving partner of the firm of J. Sala and Co.

² Not previously printed.

Vicini or their assigns. The drafts herein referred to amount to a total value of \$189,939.38 (one hundred and eighty-nine thousand nine hundred and thirty-nine dollars and thirty-eight cents gold), of which the said General Heureaux has already paid the sum of \$41,783.33 (forty-one thousand seven hundred and eighty-three dollars and thirty-three cents gold), which reduces the original amount to \$148,156.05 (one hundred and forty-eight thousand one hundred and fifty-six dollars and five cents gold). The Dominican Government therefore undertakes to procure, within the shortest possible period, an agreement signed by the heirs or successors of J. B. Vicini, according to which the successors of J. Sala & Co. shall be actually relieved of all responsibility for the payment of the aforementioned drafts and neither the successors of J. B. Vicini nor their assigns shall be able to begin or prosecute any judicial action against them in this regard. The Dominican Government also declares (them) relieved of all responsibility for the payment of a certain number of drafts issued by General U. Heureaux against the firm of J. Sala & Co. in the months of May, June, and July, 1898, and which, as shown in the statement appended to this Convention, amount to a total of \$39,783.33 (thirty-nine thousand seven hundred and eighty-three dollars and thirty-three cents American gold). As regards draft No. 2461 in favor of Mr. P. A. Lluberes for the sum of \$2,200 (two thousand two hundred dollars gold), not included in the contract of the Auditor General of the Treasury but also in possession of the successors of J. B. Vicini, the Government promises to make friendly overtures to said gentlemen in order to have it included in the settlement of the other drafts.

Secondly. As the American Government, in order to prevent the impending commercial ruin and very grave injuries threatening the successors of J. Sala & Co. by reason of the delay in the payment of the aforesaid drafts by the Dominican Government, demands of the latter an immediate payment on the general account of the successors of J. Sala & Co., the Dominican Government, yielding to the pressure of the American Government, agrees to pay to the latter the sum of fifty thousand dollars as follows: Twenty-five thousand dollars to be paid within fifteen days following the signature of the present Convention, and the remaining twenty-five thousand dollars to be paid, within the period of ninety days from the date of receipt of the first twenty-five thousand dollars, in two equal installments of which the first shall be paid at the end of the first forty-five days and the second at the end of the ninety-day period.

Thirdly. The two Governments agree that the balance found on March 31 last, amounting to one hundred and seventy-eight thousand seven hundred and six dollars and eighteen cents (\$178,706.18) after deducting the foregoing sum of fifty thousand dollars from the total recognized by the Dominican Government as due the successors of J. Sala & Co. and inscribed since

April 1900 in the Internal Floating Debt, on which total two cash payments were made during said year of 1900, shall be paid by the Dominican Government, in regular semiannual installments, within the period of twenty-five years, allowing interest at 3 per cent per annum. The American Government agrees to accept this form of payment and this moderate annual interest in consideration of the present critical financial situation of the Dominican Government and because it is desirous of thus aiding said Government in its efforts to relieve this situation while seeking to satisfy all creditors in an equitable manner. The Dominican Government, on its part, being desirous that the greatest advantages granted to other creditors of equal rank be granted to the successors of J. Sala & Co., agrees that, as long as the semiannual pro rata distributions of the amounts allotted or to be allotted in future to the payment of the Internal Floating Debt exceed the quota due each time to the successors of J. Sala & Co. in accordance with the above-stipulated payment and by reason of the balance and the twenty-five year period, it will apply such semiannual payments on the said Internal Floating Debt to the payment of principal and interest on the balance due the successors of J. Sala & Co.

Fourthly. As regards the payment of the sum of two hundred and fifteen thousand eight hundred and twelve dollars claimed by the American Government from the Dominican Government on account of supplies furnished to General U. Heureaux by Messrs. J. Sala & Co., since it is impossible for the latter Government to admit by any means that it owes this sum, for the reason that it paid it in due time to the said General U. Heureaux, the two Governments agree that this point shall be referred to arbitration. Both Governments therefore agree that the manner in which such arbitration is to take place shall be definitely arranged as soon as possible after the signature of the present Convention, it being understood that in case the award is against the Dominican Government the same rule shall be applied, to the payment of principal and interest of the sum which the latter Government may be sentenced to pay, as has been agreed upon in this Convention with regard to the balance already recognized as due the successors of J. Sala & Co. from the Dominican Government.

Done in duplicate, in the city of Santo Domingo, capital of the Dominican Republic, signed by the undersigned, and sealed with the official seal of each party on April 28, 1902.

DR. HENRIQUEZ Y CARVAJAL [SEAL]

W. F. POWELL [SEAL]

Chargé d'Affaires

ANNEX

Drafts which the Dominican Government relieves the firm of J. Sala & Co. of the responsibility of paying, the fact being attested by the seal of this Department.

<i>1898</i>					
June	7	2380 Frame Alston & Co.	August	6	\$10, 000
		2381 H. R. A Grieser	"	"	5, 000
		2382 id. id.	"	"	5, 000
		2437 J. Parra Alba	Sept.	9	3, 000
		2491 Successors of C. Battle	"	"	5, 000
		Which we are informed have been paid			
Total					\$28, 000
<i>1898</i>					
May	31	2345 W. R. Thormann	July	30	5, 000
June	7	2346 id. id.	August	6	250
"	"	2362 C. J. den Tex. Bondt	"	"	6, 000
"	16	2269 Viñamata i Huttlinger	"	15	533. 33
Grand total					\$39, 783. 33

[SEAL]

ARBITRAL CONVENTION

[TRANSLATION]

The Dominican Government and the Legation of the United States of America accredited to it being unable to come to an understanding with regard to the responsibility for the payment of the sum of two hundred and fifteen thousand eight hundred and twelve dollars American gold (\$215,812) which said Legation claims from the Dominican Government in favor of the heirs of J. Sala & Co. of New York for supplies of merchandise and other goods furnished at a former time by the commercial firm of J. Sala & Co. to General U. Heureaux, then President of the Dominican Republic, and the payment of which the Dominican Government positively refuses to make because it already paid the sum to the aforesaid General Heureaux, who acted as an intermediary between said Dominican Government and the aforementioned J. Sala & Co., it has been agreed upon between the parties to settle the matter before a tribunal of arbitration on the following conditions:

First. In order to constitute the said tribunal of arbitration, the Dominican Government shall appoint an arbitrator for the purpose and the heirs of J. Sala & Co. shall appoint another.

Second. It shall be the exclusive purpose of this tribunal to examine and decide whether the Dominican Government is or not indebted to the heirs of J. Sala & Co. and whether the latter are or not the rightful creditors of the Dominican Government for the whole or part of the sum of \$215,812 American gold represented by bills for supplies furnished at a former time to General U. Heureaux, former President of the Republic.

Third. Thirty days after the signature of the present agreement each of the interested parties shall notify the other of the appointment of its arbitrator.

Fourth. Sixty days afterwards at the latest, or before if voluntarily so agreed, the arbitrators shall meet at New York City and proceed to examine and decide the question.

Fifth. The interested parties agree to immediately place in the hands of the arbitrators all the documents which they may deem suitable in the case, as well as to furnish all documents to the arbitrators which the latter may require in relation to the said question. The parties shall also be obliged to transmit to each other, through their attorneys, agents, or arbitrators, all documents which may be in the possession of either of them and which it may be suitable for the other to know, as well as the defenses, replications, and counter-replications which may be presented in the trial. Such transmission shall take place in accordance with the general or special rules which the arbitrators may prescribe.

Sixth. In case the arbitrators are unable to agree either on all or on one or more points of the question, they shall, after three formal disagreements on the same point, agree on the appointment of an umpire to decide the matter finally. In case they are unable to agree on the umpire within a period not exceeding fifteen days, this circumstance shall be made known by the arbitrators to the Dominican Government. The latter shall then request the Chief Justice of the Supreme Court of the United States to accept the office of umpire, or in case it is impossible for him to discharge the office, to appoint an umpire.

Seventh. The umpire shall decide, if possible, within sixty days, hearing both parties in all their means of defense.

Eighth. The expenses of the arbitration shall be borne equally by both parties, the attorneys' fees being paid by each party independently.

Ninth. The award in this arbitration case shall be final and unappealable either before any court of any country or before an international tribunal.

Tenth. The award shall be communicated in writing, accompanied by a copy of all the documents supporting it, simultaneously to the Dominican and United States Governments.

Done in duplicate, in the city of Santo Domingo, capital of the Dominican Republic, signed by the undersigned, and sealed with the official seal of each party, on the 28th day of April, 1902.

Dr. HENRIQUEZ Y CARVAJAL [SEAL]

W. F. POWELL, [SEAL]

Chargé d'Affaires

ARBITRATION OF SAN DOMINGO IMPROVEMENT COMPANY CLAIM

Protocol and agreement to naming of arbitrators signed at Santo Domingo January 31, 1903

Entered into force January 31, 1903

*Terminated upon fulfillment of its terms*¹

Treaty Series 417

PROTOCOL

of an agreement between the United States of America and the Dominican Republic, for the submission to arbitration of certain questions as to the payment of the sum hereinafter agreed to be paid by the Dominican Government to the Government of the United States on account of the claims of the San Domingo Improvement Company of New York, a corporation under the laws of the State of New Jersey and a citizen of the United States, and its allied companies.

WHEREAS, differences exist between the Dominican Government and the "San Domingo Improvement Company" and its allied companies; and

WHEREAS, as the result of those differences, the interests of the Improvement Company and its allied companies, viz: "The San Domingo Finance Company of New York," "The Company of The Central Dominican Railway," both being corporations created under the laws of New Jersey, and the National Bank of San Domingo, a company originally organized under a French charter, the two latter companies being owned and controlled by the San Domingo Finance Company, are seriously affected; and

WHEREAS, it is agreed, as the basis of the present settlement, that the Improvement Company and its allied Companies shall withdraw from the Dominican Republic, and that they shall be duly indemnified by the latter for the relinquishment of their rights, properties and interests.

The United States of America and the Dominican Republic through their respective representatives, W. F. Powell, Chargé d'Affaires, and Juan Fco. Sanchez, Secretary of State for Foreign Relations, have agreed upon the following articles:

¹ Award rendered July 14, 1904. For text, see 1904 For. Rel. 274.

I

It being hereby agreed that the Dominican Government shall pay to the Government of the United States the sum of \$4,500,000 (four millions five hundred thousand dollars) in American gold, on terms to be fixed by the arbitrators, said payment to be made and accepted as full indemnity for the relinquishment by the companies above-mentioned of all their rights, properties and interests, and in full settlement of all accounts, claims and differences between the Dominican Government and the said companies; the terms on which the indemnity thus agreed upon shall be paid shall be referred to a board of three arbitrators, one to be named by the President of the United States, one by the President of the Dominican Republic, and the third by the President of the United States and the President of the Dominican Republic jointly; but if, within sixty days after the signature of the present protocol, the third arbitrator shall not have been so named, he shall then be selected by the Dominican Government from members of the United States Supreme Court or the United States Circuit Court of Appeals, from names presented.

In case of the death, absence or incapacity of any arbitrator, or in the event of his ceasing or omitting to act, the vacancy shall be filled in the same manner as the original appointment, the period of sixty days to be calculated from the date of the happening of the vacancy.

II

The arbitrators shall meet in the city of Washington, within sixty days after the date of the appointment of the third arbitrator.

The vote of the majority shall suffice for the decision of all questions submitted to the tribunal, including the final award.

III

Within six months after the signature of this protocol, each party shall present to the other and to its agent, and also to each of the arbitrators, two printed copies of its case, accompanied with the documents and evidence on which it relies, together with the affidavits of their respective witnesses.

Within a further period of two months, either party may, in like manner, present a counter-case, with additional documents and evidence and affidavits, in reply to the case, documents and evidence of the other party.

If the other party shall, in its case or counter-case, refer to any document in its exclusive possession without annexing a copy, it shall, upon the request of the other party, furnish the latter with a copy; and either party may call upon the other through the arbitrators, to produce the originals or certified copies of any papers adduced as evidence.

IV

Within two months after the expiration of the term allowed for the filing of counter-cases, each Government may, by its agent, as well as by additional

counsel, argue its cause before the arbitrators, both orally and in writing. Each side shall furnish to the other copies of any written arguments, and each party shall be at liberty to make a written reply, provided that such reply be submitted within the two months specified.

V

The Companies above mentioned shall cede and transfer to the Dominican Government, and the latter shall acquire from the Companies, the properties mentioned herein, the times, terms and conditions of the delivery of which shall be fixed by the arbitrators:

1. All the rights and interests which they may possess in the section of the Central Dominican Railway already constructed, as well as all rights and interests which they may have in the extension of the railways from Santiago to Moca, and from Moca to San Francisco de Macoris.

2. All rights and interests which they may have in the National Bank.

3. All bonds of the Republic of which they may be the holders, the amount of which shall not exceed £850,000, nominal (eight hundred and fifty thousands sterling pounds), nominal and shall be no less than £825,000 (eight hundred and twenty five thousands sterling pounds nominal).

It is understood that all these bonds are of the class bearing four per cent, annual interests excepting as to £24,000 (twenty four thousands sterling pounds) two and three-quarter per cent bonds, which shall be accepted at the rate of sixteen $2\frac{3}{4}\%$ bonds for eleven 4% bonds. A list of the bonds shall accompany the case of the United States.

VI

It is agreed, as the basis of the award to be made by the arbitrators, that the sum specified in Article I hereof shall be paid in monthly instalments, the amount and manner of collection of which shall be fixed by the tribunal. The award shall bear interest from the date of its rendition at the

The Dominican Government having, in its recent negotiations with the American Companies, proposed to pay, on account of its indebtedness to them, a minimum sum of \$225,000 (two hundred and twenty five thousands dollars) per annum, which was to be increased on a sliding scale, it is agreed that the Dominican Government shall, pending the present arbitration, and beginning with the 1st of January 1903, pay to the Government of the United States for the use of the American Companies, the sum of \$225,000 (two hundred and twenty five thousands dollars) per annum, in equal monthly instalments, the aggregate amount so paid, at the date of the award, to be taken into account by the arbitrators.

VII

The award of the tribunal shall be rendered within a year from the date of the signature of the present protocol. It shall be in writing, and shall be final and conclusive.

VIII

Reasonable compensation to the arbitrators for their services and all expenses incident to the arbitration, including the cost of such clerical aid as may be necessary, shall be paid by the Governments in equal moieties.

Done in quadruplicate, in English and Spanish, at San Domingo City, this 31st day of January 1903.

W. F. POWELL [SEAL]
Chargé d'Affaires

JNO FCO SÁNCHEZ [SEAL]
Ministro de Relaciones Exteriores

AGREEMENT TO THE NAMING OF ARBITRATORS

It is hereby agreed, on the part of the Dominican Government, through Juan Francisco Sanchez, Secretary of State for Foreign Relations, and the Chargé d'Affaires of the United States of North América, in the person of W. F. Powell, each acting for his respective Government, agree that neither of the signatory parties to this Protocol for International Arbitration, to which has been referred certain disagreements existing between the Dominican Government on the one side, and the Santo Domingo Improvement Company on the other, shall name its Arbitrator as stated in said Protocol, until after a period of ninety (90) days from the date of signing the same, in order to allow the Dominican Government to come to an agreement with the Santo Domingo Improvement Company, and the date referred to in the appointment of the third Arbitrator shall bear same as that expressed above.

To the above we agree, and with good faith to carry the same into effect, have here-unto affixed our names and attached thereto the Seals of our respective Offices.

Done this 31st Day of January, 1903.

W. F. POWELL [SEAL]
*Chargé d'Affaires of the
United States of North America*

JNO FCO SÁNCHEZ [SEAL]
*Secretary of State
for Foreign Relations of the
Republic of San Domingo*

COLLECTION AND DISBURSEMENT OF CUSTOMS REVENUES

*Exchange of notes at Santo Domingo March 31 and April 1, 1905;
modus vivendi proposed by President of Dominican Republic
March 31, 1905*

Entered into force April 1, 1905

Expired July 8, 1907, upon entry into force of convention of February 8, 1907¹

1905 For. Rel. 365

EXCHANGE OF NOTES

The American Minister to the Minister of Foreign Affairs

MARCH 31, 1905

MR. MINISTER: I have the honor to inform your excellency that I am in receipt of the following telegram from the Secretary of State:

“WASHINGTON, March 29, 1905

“Answering your telegram of the 25th, the President is favorable to the modus which the Dominican Republic proposes to adopt for the purpose of keeping the pending treaty alive until the Senate shall have acted upon it and in order to permit of its full execution should it be ratified, while at the same time not prejudicing any rights should the treaty eventually fail. You are instructed that the Government of the United States will acquiesce in the Dominican proposal. The President of the United States will present for nomination by the President of the Dominican Republic men to act in the positions referred to in both the northern and the southern ports, using utmost care to select men of capacity and absolute integrity, with some knowledge of Spanish. All moneys collected from both northern and southern ports not turned over to the Dominican Government in the proportion prescribed in your telegram will be deposited in some New York bank, to be designated by the President of the United States, there to be kept until the Senate has acted; if the action is adverse, the money will be turned over to the Dominican Government; if it is favorable, the money will be distributed among the creditors in proportion to their just claims under the treaty.”

Will you do me the honor of indicating your acceptance or rejection thereof so that I may transmit your answer to my government?

¹ TS 465, *post*, p. 196.

I should also be grateful if you would transmit to me a copy of the action of the Dominican Executive by which it is proposed to put the *modus vivendi* into operation.

I improve, etc.,

T. C. DAWSON

The Minister of Foreign Affairs to the American Minister

[TRANSLATION]

DOMINICAN REPUBLIC

MINISTRY OF FOREIGN RELATIONS

Santo Domingo, April 1, 1905

MR. MINISTER: I have the honor to advise your excellency of the receipt of your note dated yesterday, announcing to me that the Government of the United States of America is disposed to accept the *modus vivendi* that the Dominican Government proposes to adopt for the administration of the custom-house revenues of the Republic until the American Senate shall approve or reject the Dominican-American convention signed on the 7th of February² last between both governments.

Our respective governments being in accord as to the basis on which said *modus vivendi* should rest, according as appears from the telegram received by your excellency and which you have just communicated to me and from the official document published in the Gazette of this date, I take pleasure in notifying your excellency of said accord, inclosing you a copy of the Gazette, in which is inserted the resolution of my government about the matter.

I salute, etc.,

JUAN FCO. SÁNCHEZ

MODUS VIVENDI

[TRANSLATION]

Carlos F. Morales L., constitutional President of the Republic:

For the purpose of protecting all the creditors of the Republic until the Dominican Congress and the Senate of the United States shall act upon the convention signed on the 7th of February of the current year by the representatives of the governments of the Dominican Republic and of the United States, of maintaining alive meanwhile the said convention, and of facilitating its full execution if it should be ratified or not prejudicing any right should it be rejected;

The opinion of the council of secretaries of state having been heard,

Resolves: 1. To name a person to receive the revenues of all the custom-houses of the Republic, and, for the better guaranteeing of the latter's

² Unperfected; replaced by convention of Feb. 8, 1907.

creditors, to leave to the President of the United States the designation of the person who will receive said revenues, the Dominican Executive conferring upon him the office, providing always that the designation shall be satisfactory to it.

2. The sums collected shall be distributed in the following manner:

- (a) Forty-five per cent to be used in administrative expenses;
- (b) The necessary expenses of collection, including the salaries of all employees of the custom-houses.

3. The remainder, as a sum destined to the payment of debts, shall be immediately deposited in a bank in New York which shall be designated by the President of the United States, remaining on deposit for the benefit of all the creditors of the Republic, Dominican as well as foreign, and shall not be withdrawn before the Dominican Congress and the Senate of the United States shall have acted upon the pending convention.

4. If the final action of the Congress of the Dominican Republic and of the Senate of the United States should be favorable to the pending convention, the sums so deposited shall be distributed among the creditors in proportion to their just claims in accordance with said convention. If the action of the said Congress and Senate should be adverse, the said sums shall be at the disposition of the Dominican Government for equitable distribution among the creditors, according to the arrangement that it shall make with them.

5. In order to do effectively what is above provided for, the Executive suspends all payments upon the debts of the Republic of whatever nature during the time that this *modus vivendi* continues in operation.

§ No document shall be received in payment of customs or port duties, and the total amount of all revenues payable through the custom-houses shall be delivered to the receiver of whom this resolution makes mention.

6. This *modus vivendi* is not intended to interfere with or change the substantive rights of the creditors, nor to repudiate or modify any of the agreements heretofore made by the government, except in so far as the immediate enforcement of such rights and agreements may be suspended by the general moratorium herein declared.

7. This *modus vivendi* will take effect from the 1st of April of the current year.

Given in the national palace of Santo Domingo, capital of the Republic, on the 31st day of March, 1905, sixty-second year of independence and forty-second of the restoration.

MORALES L.

Countersigned:

FEDERICO VELÁSQUEZ H.,

The Minister of Finance and Commerce.

COLLECTION AND APPLICATION OF CUSTOMS REVENUES

Convention signed at Santo Domingo February 8, 1907

Senate advice and consent to ratification, with amendments, February 25, 1907¹

Ratified by the Dominican Republic June 18, 1907

Ratified by the President of the United States, with amendments, June 22, 1907¹

Ratifications exchanged at Washington July 8, 1907

Entered into force July 8, 1907

Proclaimed by the President of the United States July 25, 1907

Terminated October 24, 1925, by convention of December 27, 1924²

38 Stat. 1880; Treaty Series 465

Whereas during disturbed political conditions in the Dominican Republic debts and claims have been created, some by regular and some by revolutionary governments, many of doubtful validity in whole or in part, and amounting in all to over \$30,000,000 nominal or face value;

And Whereas the same conditions have prevented the peaceable and continuous collection and application of National revenues for payment of interest or principal of such debts or for liquidation and settlement of such claims; and the said debts and claims continually increase by accretion of interest and are a grievous burden upon the people of the Dominican Republic and a barrier to their improvement and prosperity;

And Whereas the Dominican Government has now effected a conditional adjustment and settlement of said debts and claims under which all its foreign creditors have agreed to accept about \$12,407,000 for debts and claims amounting to about \$21,184,000 of nominal or face value, and the holders of internal debts or claims of about \$2,028,258 nominal or face value have agreed to accept about \$645,827 therefor, and the remaining holders of

¹ The U.S. amendments read as follows:

"Article I, after 'shall appoint,' delete 'by and with the advice and consent of the Senate of the United States'.

"Article III, after 'Dominican Government and' delete 'the President of'."

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

² TS 726, *post*, p. 220.

internal debts or claims on the same basis as the assents already given will receive about \$2,400,000 therefor, which sum the Dominican Government has fixed and determined as the amount which it will pay to such remaining internal debt holders; making the total payments under such adjustment and settlement, including interest as adjusted and claims not yet liquidated, amount to not more than about \$17,000,000.

And Whereas a part of such plan of settlement is the issue and sale of bonds of the Dominican Republic to the amount of \$20,000,000 bearing five per cent interest payable in fifty years and redeemable after ten years at 102½ and requiring payment of at least one per cent per annum for amortization, the proceeds of said bonds, together with such funds as are now deposited for the benefit of creditors from customs revenues of the Dominican Republic heretofore received, after payment of the expenses of such adjustment, to be applied first to the payment of said debts and claims as adjusted and second out of the balance remaining to the retirement and extinction of certain concessions and harbor monopolies which are a burden and hindrance to the commerce of the country and third the entire balance still remaining to the construction of certain railroads and bridges and other public improvements necessary to the industrial development of the country;

And Whereas the whole of said plan is conditioned and dependent upon the assistance of the United States in the collection of customs revenues of the Dominican Republic and the application thereof so far as necessary to the interest upon and the amortization and redemption of said bonds, and the Dominican Republic has requested the United States to give and the United States is willing to give such assistance:

The Dominican Government, represented by its Minister of State for Foreign Relations, Emiliano Tejera, and its Minister of State for Finance and Commerce, Federico Velasquez H., and the United States Government, represented by Thomas C. Dawson, Minister Resident and Consul General of the United States to the Dominican Republic, have agreed:

I. That the President of the United States shall appoint,³ a General Receiver of Dominican Customs, who, with such Assistant Receivers and other employees of the Receivership as shall be appointed by the President of the United States in his discretion, shall collect all the customs duties accruing at the several customs houses of the Dominican Republic until the payment or retirement of any and all bonds issued by the Dominican Government in accordance with the plan and under the limitations as to terms and amounts hereinbefore recited; and said General Receiver shall apply the sums so collected, as follows:

First, to paying the expenses of the receivership; second, to the payment of interest upon said bonds; third, to the payment of the annual sums pro-

³ For an amendment to art. I, see footnote 1, p. 196.

vided for amortization of said bonds including interest upon all bonds held in sinking fund; fourth, to the purchase and cancellation or the retirement and cancellation pursuant to the terms thereof of any of said bonds as may be directed by the Dominican Government; fifth, the remainder to be paid to the Dominican Government.

The method of distributing the current collections of revenue in order to accomplish the application thereof as hereinbefore provided shall be as follows:

The expenses of the receivership shall be paid by the Receiver as they arise. The allowances to the General Receiver and his assistants for the expenses of collecting the revenues shall not exceed five per cent unless by agreement between the two Governments.

On the first day of each calendar month the sum of \$100,000 shall be paid over by the Receiver to the Fiscal Agent of the loan, and the remaining collection of the last preceding month shall be paid over to the Dominican Government, or applied to the sinking fund for the purchase or redemption of bonds, as the Dominican Government shall direct.

Provided, that in case the customs revenues collected by the General Receiver shall in any year exceed the sum of \$3,000,000, one half of the surplus above such sum of \$3,000,000 shall be applied to the sinking fund for the redemption of bonds.

II. The Dominican Government will provide by law for the payment of all customs duties to the General Receiver and his assistants, and will give to them all needful aid and assistance and full protection to the extent of its powers. The Government of the United States will give to the General Receiver and his assistants such protection as it may find to be requisite for the performance of their duties.

III. Until the Dominican Republic has paid the whole amount of the bonds of the debt its public debt shall not be increased except by previous agreement between the Dominican Government and the United States.⁴ A like agreement shall be necessary to modify the import duties, being an indispensable condition for the modification of such duties that the Dominican Executive demonstrate and that the President of the United States recognize that, on the basis of exportations and importations to the like amount and the like character during the two years preceding that in which it is desired to make such modification, the total net customs receipts would at such altered rates of duties have been for each of such two years in excess of the sum of \$2,000,000 United States gold.

IV. The accounts of the General Receiver shall be rendered monthly to the Contaduria General of the Dominican Republic and to the State Department of the United States and shall be subject to examination and verifica-

⁴ For an amendment to art. III, see footnote 1, p. 196.

tion by the appropriate officers of the Dominican and the United States Governments.

V. This agreement shall take effect after its approval by the Senate of the United States and the Congress of the Dominican Republic.

Done in four originals, two being in the English language, and two in the Spanish, and the representatives of the high contracting parties signing them in the City of Santo Domingo this 8th day of February, in the Year of our Lord 1907.

THOMAS C. DAWSON
EMILIANO TEJERA
FEDERICO VELÁSQUEZ H.

EXTRADITION

Treaty signed at Santo Domingo June 19, 1909

*Senate advice and consent to ratification, with an amendment,
July 26, 1909¹*

*Ratified by the President of the United States, with an amendment,
April 29, 1910¹*

Ratified by the Dominican Republic July 11, 1910

Ratifications exchanged at Santo Domingo August 2, 1910

Entered into force August 2, 1910

Proclaimed by the President of the United States August 26, 1910

36 Stat. 2468; Treaty Series 550

ARTICLE I

It is agreed that the Government of the United States and the Government of the Dominican Republic shall, upon mutual requisition duly made as herein provided, deliver up to justice any person who may be charged with, or may have been convicted of any of the crimes specified in article two 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 offence had been there committed.

ARTICLE II

Persons shall be delivered up according to the provisions of this Convention, who shall have been charged with or convicted of any of the following crimes:

1. Murder, comprehending the crimes designated by the terms of paricide, assassination, manslaughter, when voluntary, poisoning or infanticide.

¹ The U.S. amendment called for deletion of the phrase “, or by statute” at the end of para. 7 (a) of art. II.

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

2. The attempt to commit murder.
3. Rape, abortion, carnal knowledge of children under the age of twelve years.
4. Bigamy.
5. Arson.
6. Willful and unlawful destruction or obstruction of railroads, which endangers human life.
7. Crimes committed at sea:
 - (a) Piracy, as commonly known and defined by the laws of Nations²;
 - (b) Wrongfully sinking or destroying a vessel at sea or attempting to do so;
 - (c) Mutiny or conspiracy by two or more members of the crew or other persons on board of a vessel on the high seas, for the purpose of rebelling against the authority of the Captain or Commander of such vessel, or by fraud or violence taking possession of such vessel;
 - (d) Assault on board ships upon the high seas with intent to do bodily harm.
8. Burglary, defined to be the act of breaking into and entering the house of another in the night time with intent to commit a felony therein;
9. The act of breaking into and entering into the offices of the Government and public authorities, or the offices of banks, banking houses, saving banks, trust companies, insurance companies, or other buildings not dwellings with intent to commit a felony therein.
10. Robbery, defined to be the act of feloniously and forcibly taking from the person of another, goods or money by violence or by putting him in fear.
11. Forgery or the utterance of forged papers.
12. The forgery or falsification of the official acts of the Government or public authority, including Courts of Justice, or the uttering or fraudulent use of 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 two hundred dollars.
15. Embezzlement by any person or persons hired, salaried or employed, to the detriment of their employers or principals, when the crime or offence

² For an amendment of art. II, para. 7(a), see footnote 1, p. 200.

is punishable by imprisonment or other corporal punishment by the laws of both countries, and where the amount embezzled exceeds two hundred dollars.

16. Kidnapping of minors or adults, defined to be the abduction or detention of a person or persons, in order to exact money from them or their families, or for any other unlawful end.

17. Larceny, defined to be the theft of effects, personal property, or money of the value of twenty-five dollars or more.

18. Obtaining money, valuable securities or other property by false pretenses or receiving any money, valuable securities or other property knowing the same to have been unlawfully obtained, where the amount of money or the value of the property so obtained or received exceeds two hundred dollars.

19. Perjury or subornation of perjury.

20. Fraud or breach of trust by a bailee, banker, agent, factor, trustee, executor, administrator, guardian, director or officer of any Company or Corporation, or by any one in any fiduciary position, where the amount of money or the value of the property misappropriated exceeds two hundred dollars.

21. Crimes and offences against the laws of both countries for the suppression of slavery and slave trading.

22. 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 offence of a political character, nor for acts connected with such crimes or offences; and no persons surrendered by or to either of the Contracting Parties in virtue of this Convention shall be tried or punished for a political crime or offence. When the offence charged comprises the act either of murder or assassination or of poisoning, either consummated or attempted, the fact that the offence was committed or attempted against the life of the Sovereign or Head of a foreign State or against the life of any member of his family, shall not be deemed sufficient to sustain that such a crime or offence was of a political character, or was an act connected with crimes or offences of a political character.

ARTICLE IV

No person shall be tried for any crime or offence 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 offence 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 offence 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.

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 offence, or which may be material as evidence in making proof of the crime, shall, so far as practicable, according to the laws of either of the Contracting Parties, be delivered up with his person at the time of the surrender. Nevertheless, the rights of a third party with regard to the articles aforesaid, shall be duly respected.

ARTICLE XI

The stipulations of this Convention shall be applicable to all territory wherever situated, belonging to either of the Contracting Parties or in the occupancy and under the control of either of them, during such occupancy or control.

Requisitions for the surrender of fugitives from justice shall be made by the respective diplomatic agents of the Contracting Parties. In the event of the absence of such agents from the country or its seat of Government, or where extradition is sought from territory included in the preceding paragraph, other than the United States or the Dominican Republic, requisition may be made by superior consular officers.

It shall be competent for such diplomatic or superior consular officers to ask and obtain a mandate or preliminary warrant of arrest for the person whose surrender is sought, whereupon the judges and magistrates of the two Governments shall respectively have power and authority, upon complaint made under oath, to issue a warrant for the apprehension of the person charged, in order that he or she may be brought before such judge or magistrate, that the evidence of criminality may be heard and considered; and if, on such hearing, the evidence be deemed sufficient to sustain the charge, it shall be the duty of the examining judge or magistrate to certify the same to the proper executive authority, that a warrant may issue for the surrender of the fugitive.

If the fugitive criminal shall have been convicted of the crime for which his surrender is asked, a copy of the sentence of the Court before which such conviction took place, duly authenticated, shall be produced. If, however, the fugitive is merely charged with crime, a duly authenticated copy of the warrant of arrest in the country where the crime was committed, and of the depositions upon which such warrant may have been issued, shall be produced with such other evidence or proof as may be deemed competent in the case.

ARTICLE XII

If, when a person accused shall have been arrested in virtue of the mandate or preliminary warrant of arrest, issued by the competent authority as provided in Article XI hereof, and been brought, before a judge or 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 their duty, receive no salary or compensation other than specific fees for services performed, shall be entitled to receive from the Government demanding the extradition the customary fees for the acts or services performed by them, in the same manner and to the same amount as though such acts or services had been performed in ordinary criminal proceedings under the laws of the country of which they are officers.

ARTICLE XIV

This Convention shall take effect from the day of the exchange of the ratifications thereof; but either Contracting Party may at any time terminate the same on giving to the other six months notice of its intention to do so.

The ratifications of the present Treaty shall be exchanged at the City of Santo Domingo 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 Santo Domingo, this nineteenth day of June, one thousand nine hundred and nine.

FENTON R. MCCREERY

[SEAL]

E. TEJERA BONETTI

[SEAL]

RATIFICATION OF AGREEMENT OF EVACUATION

Convention signed at Santo Domingo June 12, 1924

Senate advice and consent to ratification January 21, 1925

Ratified by the President of the United States June 1, 1925

Ratified by the Dominican Republic June 30, 1925

Ratifications exchanged at Santo Domingo December 4, 1925

Entered into force December 4, 1925

Proclaimed by the President of the United States December 8, 1925

44 Stat. 2193; Treaty Series 729

WHEREAS, in the month of May, 1916, the territory of the Dominican Republic was occupied by the forces of the United States of America, during which occupation there was established, in substitution of the Dominican Government, a Military Government which issued governmental regulations under the name of Executive Orders and Resolutions and Administrative Regulations, and also celebrated several contracts by virtue of said Executive Orders or by virtue of some existing laws of the Republic;

WHEREAS, the Dominican Republic has always maintained its right to self-government, the disoccupation of its territory and the integrity of its sovereignty and independence; and the Government of the United States has declared that, on occupying the territory of the Dominican Republic, it never had, nor has at present, the purpose of attacking the sovereignty and independence of the Dominican Nation; and these rights and declarations gave rise to a Plan or *Modus Operandi* of Evacuation signed on June 30, 1922, by Monseñor A. Nouel, General Horacio Vasquez, Don Federico Velasquez y H., Don Elías Brache, hijo, and Don Francisco J. Peynado, and the Department of State, represented by the Honorable William W. Russell, Envoy Extraordinary and Minister Plenipotentiary of the United States in the Dominican Republic, and the Honorable Sumner Welles, Commissioner of the President of the United States, which met with the approval of the Dominican people, and which approval was confirmed at the elections that took place on March 15, of the present year;

WHEREAS, although the Dominican Republic has never delegated authority to any foreign power to legislate for it, still, it understands that the internal interests of the Republic require the validation or ratification of several

of the Executive Orders and Resolutions, published in the Official Gazette, as well as the Administrative Regulations and Contracts of the Military Government celebrated by virtue of said Orders or of any Law of the Republic; and, on its part, the United States considers that it is also to its interest that said acts be validated or ratified; for these reasons one of the stipulations in the above-mentioned Plan of Evacuation provides for the celebration of a Treaty or Convention of Ratification or Validation of said Orders, Resolutions, Regulations and Contracts;

THEREFORE, the United States of America and the Dominican Republic, desirous of celebrating the above-mentioned Treaty or Convention, have named for this purpose their Plenipotentiaries as follows:

The President of the United States, William W. Russell, Envoy Extraordinary and Minister Plenipotentiary of the United States in Santo Domingo, and,

The Provisional President of the Dominican Republic, Don Horacio Vasquez, Don Federico Velasquez y H., and Don Francisco J. Peynado, who, after having exchanged their full powers, and after having found them in due and proper form, have agreed upon the following:

I. The Dominican Government hereby recognizes the validity of all the Executive Orders and Resolutions, promulgated by the Military Government and published in the Official Gazette, which may have levied taxes, authorized expenditures, or established rights on behalf of third persons, and the administrative regulations issued, and contracts which may have been entered into, in accordance with those Orders or with any law of the Republic. Those Executive Orders and Resolutions, Administrative Regulations and Contracts are those listed below:

EXECUTIVE ORDERS

2, 8, 9, 14, 17, 19, 23, 27, 28, 31, 34-38 inclusive, 43, 44, 46, 48, 52, 53, 55, 58, 60, 61, 64, 65, 68, 69, 71, 75, 79, 81-85 inclusive, 88, 89, 91, 92, 94, 95, 97, 104, 106, 108, 110-112 inclusive, 114, 116, 118, 119, 121, 126, 128-130 inclusive, 133-136 inclusive, 139, 142, 143, 145, 146, 148-151 inclusive, 153-163 inclusive, 166, 168, 169, 171, 173, 174, 176-178 inclusive, 183, 185-187 inclusive, 190-195 inclusive, 197-203 inclusive, 205-212 inclusive, 214, 215, 218, 220, 223-225 inclusive, 229-231 inclusive, 233-243 inclusive, 245-250 inclusive, 252, 254-260 inclusive, 262-266 inclusive, 269-277 inclusive, 280-282 inclusive, 285-298 inclusive, 300-302 inclusive, 304-307 inclusive, 311, 312, 314-318 inclusive, 320-322 inclusive, 324-326 inclusive, 328-336 inclusive, 338-367 inclusive, 369-375 inclusive, 377-391 inclusive, 393, 395, 396, 398, 400, 402-413 inclusive, 415-433 inclusive, 435-443 inclusive, 445, 447, 449, 451, 454-461 inclusive, 463-489 inclusive, 491-498 inclusive, 500, 502, 504-506 inclusive, 509, 510, 513-517 inclusive, 519-526 inclusive, 530, 532-547 inclusive, 549, 550, 552-556 inclusive, 558-563 inclusive, 566, 569, 570, 574-577 inclusive, 579-590 inclusive, 593, 594, 596, 597, 599-610 inclusive, 612-615 inclusive, 617-629 inclusive, 634-643 inclusive, 645, 647-651 inclusive, 653-656 inclusive, 658, 660-668 inclusive, 670-685 inclusive, 687, 689, 690, 692-697 inclusive, 699, 701-703 inclusive, 706-710 inclusive, 712-719 inclusive, 721, 723-733 inclusive, 735-738 inclusive, 741-748 inclusive, 750, 752-759 inclusive, 761-764 inclusive, 766, 768-775 inclusive, 777-779 inclusive, 782, 783, 784, 785, 786, 787, 789, 790, 791, 792, 793, 794, 795, 796, 799, 800.

RESOLUTIONS

Fomento and Communications

Resolution Official Gazette No. 2790 Barahona Company.	Resolution Official Gazette No. 3106 Central Romana.
Resolution Official Gazette No. 2821 Santa Fe Plantation Sugar Co.	Resolution Official Gazette No. 3106 Castillo Hnos.
Resolution Official Gazette No. 2845 Central Romana.	Resolution Official Gazette No. 3106 Barahona Company.
Resolution Official Gazette No. 2849 Central Romana.	Resolution Official Gazette No. 3106 Barahona Company.
Resolution Official Gazette No. 2850 Santa Fe Plantation Sugar Co.	Resolution Official Gazette No. 3121 Consuelo Sugar Co.
Resolution Official Gazette No. 2861 Central Boca Chica Co.	Resolution Official Gazette No. 3126 Sres. Noboa Hnos.
Resolution Official Gazette No. 2862 Installation of a telephone line.	Resolution Official Gazette No. 3129 Barahona Company.
Resolution Official Gazette No. 2911 Installation of a telephone line.	Resolution Official Gazette No. 3129 Consuelo Sugar Co.
Resolution Official Gazette No. 2911 Santa Fe Plantation Sugar Co.	Resolution Official Gazette No. 3159 Barahona Company.
Resolution Official Gazette No. 2929 Ingenio Cristobal Colon.	Resolution Official Gazette No. 3159 Central Romana.
Resolution Official Gazette No. 2967 Cancellation.	Resolution Official Gazette No. 3160 Barahona Company.
Resolution Official Gazette. No. 2993 Cía. Anónima de Explotaciones Industriales.	Resolution Official Gazette No. 3162 Pardo y Ely Dorsey. Registered 1, 2 and 3.
Resolution Official Gazette No. 2993 San Cristobal Mining Co.	Resolution Official Gazette No. 3162 J. Amando Bermudez.
Resolution Official Gazette No. 3008 Bentz Hnos.	Resolution Official Gazette No. 3196 Lorenzo Gautier Olives.
Resolution Official Gazette No. 3015 Bentz Hnos.	Resolution Official Gazette No. 3203 Barahona Company.
Resolution Official Gazette No. 3036 Barahona Company.	Resolution Official Gazette No. 3235 Barahona Company.
Resolution Official Gazette No. 3037 Julio V. Abreu.	Resolution Official Gazette No. 3242 Central Romana.
Resolution Official Gazette No. 3076 Central Romana.	Resolution Official Gazette No. 3243 Manuel Bermudez.
Resolution Official Gazette No. 3076 Barahona Company.	Resolution Official Gazette No. 3274 Cía. Anónima de Inversiones In- mobiliarias.
Resolution Official Gazette No. 3093 Luis del Monte.	Resolution Official Gazette No. 3243 Cía. Anónima de Inversiones Inmobiliarias.
Resolution Official Gazette No. 3093 Jose Mota Ranché.	Resolution Official Gazette No. 3354 Barahona Company.
Resolution Official Gazette No. 3106 Central Romana.	

Resolution Official Gazette
No. 3313 Ingenio Santa Fe de San Pedro
de Macoris.

Resolution Official Gazette
No. 2786 Central Romana.

Resolution Official Gazette
No. 2787 L. E. Alvarez.

Resolution Official Gazette
No. 3358 Barahona Company.

Agriculture and Immigration

Resolution No. 61
Official Gazette No. 2838
Declaración de Zonas Agrícolas en la Pro-
vincia de Barahona.

Resolution No. 64
Official Gazette Nos. 2853 and 2854—
Declaración de Zonas Agrícolas en la Pro-
vincia de Barahona.

Resolution No. 66
Official Gazette No. 3003—
Declaración de Zonas Agrícolas en la Pro-
vincia de Barahona.

Resolution No. 86
Official Gazette No. 3089—
Luis Holguer.

Todos los permisos de inmigración y ordenes
de deportación expedidos por esta
Secretaría.

Resolution No. 88
Official Gazette No. 3133—
Declaración de Zonas Agrícolas en Bara-
hona.

Resolution No. 89
Official Gazette No. 3145—
Declaración de Zonas Agrícolas en la Pro-
vincia de Barahona.

Resolution No. 91
Official Gazette No. 3167—
Declaración de Zonas Agrícolas en la Pro-
vincia de Santo Domingo.

Resolution No. 92
Official Gazette No. 3180—
Industrial Alcohol Cía.

Resolution No. 93
Official Gazette No. 3180—
Declaración de Zonas Agrícolas en la Pro-
vincia de Santo Domingo.

Resolution No. 94
Official Gazette No. 3197—
Declaración de Zonas Agrícolas en la Pro-
vincia de Santo Domingo.

Resolution No. 95
Official Gazette No. 3219—
Declaración de Zonas Agrícolas en la Pro-
vincia de Monte Cristi.

Resolution No. 96
Official Gazette No. 3242—
Alvaro Fernández.

Resolution No. 97
Official Gazette No. 3243—
Rectificación Límites
Mencionados en Resolución
No. 94 referente a Baní.

Resolution No. 98
Official Gazette No. 3301—
Cancelando Resolución No. 97.

Resolution No. 99
Official Gazette No. 3332—
Asociación de Regantes.

Water titles issued by the Secretariat of
State for Agriculture by virtue of Execu-
tive Order No. 318, to the following:

Domingo Rodríguez—
Agua del Río San Juan, Azua.

Jesús M. Vargas—
Agua del Río el Caño de Boña,
Neiba, Barahona.

Alberto Perdomo—
Agua del Río Plaza Cacique.

Santiago J. Rodríguez—
Agua del Río Macasía, Matas de Farfán.

J. Julio Coiscou—
Agua del Río Birán, Barahona.

Asociación La Altagracia—
Agua del Río El Manguito, Nciba.

Arbaje Hnos—
Agua del Río Macasía, Matas de Farfán.

A. Santiago—
Agua del Río Macasía, Matas de Farfán.

Manuel de Pérez—
Agua del Río Camana, Nciba.

Sociedad de Irrigación Los Tres—
Agua del Río San Juan, San Juan, Azua.

Joaquín Gracia—
Agua del Río Yaque del Sur, Barahona

Sociedad de Irrigación Amantes de las
Agricultura—
Agua del Río San Juan, San Juan, Azua.

Ismael Mateo—
Agua del Río de Jacahueque, Matas de Farfán.

Inomina Palmer—
Agua del Río Jacahueque, Matas de Farfán.

Sociedad de Irrigación La Unión—
Agua del Río San Juan, San Juan, Azua.

Sociedad de Irrigación La Unión—
Agua del Río Macasía, Matas de Farfán.

Sociedad de Irrigación La Competencia—
Agua del Río María Chiquita, Neiba.

Francisco Tomillo—
Agua del Río San Juan, San Juan, Azua.

Sociedad de Irrigación El Porvenir—
Río Las Marias, Neiba.

Sociedad de Irrigación El Esfuerzo—
Agua del Río Bani.

Sociedad de Irrigación El Progreso—
Agua del Río Bani.

Sociedad de Irrigación La Voluntad—
Agua del Río Bani.

Sociedad de Irrigación La Legalidad—
Agua del Río Bani.

Sociedad de Irrigación El Adelanto—
Agua del Río Bani.

Wenceslao Ramirez—
Agua del Río Mijo, San Juan, Azua.

Resolution No. 74—
Official Gazette No. 3355—Luis L. Bogaert.

All letters of naturalization and permits to establish residence granted for the purpose of naturalization, in accordance with Article 11 of the Constitution.

All permits issued to establish legal residence in the Republic in accordance with Article 14 of the Civil Code.

Resolution regarding the sale of the Cruiser INDEPENDENCIA, under date of February 20, 1918, and the tugboat AGUILA, under date of June 6, 1918. (Not yet published)

Resolution—Official Gazette No. 3203, approving the increase in the tariff tax of the municipal aqueduct (Puerto Plata).

All the resolutions passed by the Ayuntamientos and approved by the Military Government.

Sanitation and Charity

Sanitary Code published in the Official Gazette No. 3181, December 29, 1920.

Treasury

Circular E-105, December 8, 1919.

INTERNATIONAL CONVENTIONS ENTERED INTO DURING THE PERIOD OF THE MILITARY GOVERNMENT

Fomento and Communications

Spanish-American Postal Convention of Madrid of November 2, 1920.

Resolution No. 7, of March 12, 1921.

Universal Postal Convention of Madrid of November 30, 1920. Resolution No. 21 of December 31, 1921.

Universal Parcel Post Convention of Madrid of November 30, 1920. Resolution No. 32 of December 31, 1921.

Dominican-Spanish Postal Convention of November 17, 1921. Resolution No. 13 of April 29, 1922.

Pan-American Convention of Buenos Aires dated September 15, 1921. Resolution No. 25 of July 26, 1922.

Resolution approving the Postal Convention between the Dominican Republic and the United States of America, under date of May 19, 1917.

ADMINISTRATIVE REGULATIONS

Fomento and Communications

- | | |
|---|--|
| Departmental Order—Official Gazette No. 2801—Department of Fomento Order No. 1. | Departmental Order—No. 19—Official Gazette No. 2933. |
| Departmental Order—No. 6—Official Gazette No. 2841. | Departmental Order—No. 21—Official Gazette No. 2960. |
| Departmental Order—No. 8—Official Gazette No. 2852. | Departmental Order—No. 22—Official Gazette No. 2988. |
| Departmental Order—No. 10—Official Gazette No. 2856. | Departmental Order—No. 23—Official Gazette No. 2998. |
| Departmental Order—No. 12—Official Gazette No. 2861. | Departmental Order—No. 24—Official Gazette No. 3026. |
| Departmental Order—No. 11—Official Gazette No. 2862. | Departmental Order—No. 25—Official Gazette No. 3035. |
| Departmental Order—No. 14—Official Gazette No. 2863. | Departmental Order—No. 27—Official Gazette No. 3124. |
| Departmental Order—No. 15—Official Gazette No. 2868 B. | Departmental Order—No. 28—Official Gazette No. 3159. |
| Departmental Order—No. 16—Official Gazette No. 2923. | Departmental Order—No. 29—Official Gazette No. 3192. |

Agriculture and Immigration

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| Departmental Order No. 2—Official Gazette No. 2992. | Departmental Order No. 36—Official Gazette No. 3153. |
| Departmental Order No. 5—Official Gazette No. 3084. | Departmental Order No. 38—Official Gazette No. 3159. |
| Departmental Order No. 13—Official Gazette No. 3124. | Departmental Order No. 57—Official Gazette No. 3203. |
| Departmental Order No. 20—Official Gazette No. 3128. | Departmental Order No. 60—Official Gazette No. 3211. |
| Departmental Order No. 21—Official Gazette No. 3128. | Departmental Order No. 85—Official Gazette No. 3291. |
| Departmental Order No. 27—Official Gazette No. 3152. | Departmental Order No. 89—Official Gazette No. 3328. |
| Departmental Order No. 31—Official Gazette No. 3355. | Departmental Order No. 92—Official Gazette No. 3346. |

Interior and Police

Departmental Order No. 13 granting authorization to the Junta de Caridad "Padre Bilini" in order that it might contract a loan of \$15,000. (Not yet published)

Justice and Public Instruction

Departmental Order No. 1 of 1921, under date of February 19 of the same year. (Division of "comunero" lands)

All the Departmental orders of the Department of Justice and Public Instruction relative to public instruction, with the exception of Orders Nos. 5, 9 and 16 of 1917; No. 97 of 1918; and Special Order No. 1 of 1919, until the installation of the Provisional Government.

CONTRACTS

Treasury

Contracts entered into between the Military Government and the persons listed below for the rental of urban properties of the Republic:

- Contract No. 58 with A. Humberto Aybar, under date of March 7, 1918. (one lot)
- Contract with Selidonia Petitón Vda. Parisiën, under date of December 12, 1918. (one lot)
- Contract with Elías José, under date of December 4, 1918. (one lot)
- Contract with Justiniano Acosta, under date of December 4, 1918. (one lot)
- Contract with Donato Pérez, under date of December 2, 1918. (one lot)
- Contract with Anita Buenrostro, under date of December 4, 1918. (one lot)
- Contract with Urbano Acosta, under date of December 2, 1918. (one lot)
- Contract with Celestino Fontana, under date of December 20, 1918. (one lot)
- Contract with Ulises Cuello, under date of May 26, 1919. (one lot)
- Contract with Alejandro Deño, under date of May 26, 1919. (one lot)
- Contract No. 59 with Agustín Hernández, under date of July 21, 1919. (one house)
- Contract No. 60 with R. O. Galvan, under date of October 31, 1919. (one lot)
- Contract No. 61 with Pablo Gobaira, under date of November 11, 1919. (one lot)
- Contract No. 62 with Abelardo José Romano, under date of November 11, 1919. (one lot)
- Contract No. 63 with Jorge Bazil, under date of November 11, 1919. (one lot)
- Contract with Earle T. Fiddler for the extraction of sand and other products.
- Contract No. 1 with Francisco J. Peynado, under date of December 14, 1917: Rental of house No. 33 de la Calle José Reyes.
- Contract No. 2 with Felix Gonzalez, under date of January 1, 1918: Transfer service in the Port of Macoris.
- Contract with Francisco J. Peynado, No. 4, under date of April 12, 1918: Rental of house No. 46 de la Calle Mercedes.
- Contract No. 5 with Alej. Penso, under date of December 17, 1918: Rental of house No. 15 Calle Beler and the upper floors of house No. 13/36 de la Calle Beler, corner of Comercio, both in Santiago.
- Contract No. 6 with J. L. Manning, under date of July 12, 1919: (Designating International Banking Corporation as depository of Government funds)
- Contract No. 8 with the La Fé Lodge, under date of September 29, 1919: Rescinding a rental contract covering the building known by the name of "Logia La Fé".
- Contract No. 9 with Ig. Cat. Apostólica Romana, under date of September 25, 1919: Establishing an agreement pending the determination of ownership of the buildings annexed to the Iglesia de Regina.
- Contract No. 26 with Suc. Juan Nieves Reyes, under date of June 4, 1920: Transfer of rights to a tract of land in Nigua.
- Contract No. 27 with Agapito, Lorenzo and Mercedes Ant. Reyes, under date of June 27, 1920: Purchase of land in Nigua for the National Leper Colony of Nigua.
- Contract No. 29 with Alberto Ascencio, under date of October 1, 1920: Rental of a piece of land located in Santiago in Bella Vista which measures 96 tareas. (The Government is the renter)
- Contract No. 30 with Junta Fábrica Iglesia del Rosario in Moca, under date of September 30, 1920: Payment of \$32,315.52 in order that the Board might relieve the Government of all responsibility occasioned by Executive Order No. 420 and its amendments.

Contract No. 31 with Junta Fábrica Iglesia Salcedo, under date of October 5, 1920: Payment of \$26,400.00 in order to relieve the Government of all claims by reason of Executive Order No. 420.

Contract No. 32 with Melendez y Godoy, under date of March 14, 1921: Payment of \$85,891.00 in order that the Government might be relieved of all claims by reason of Executive Order No. 513.

Contract No. 34 with R. M. Lepervanche, under date of February 11, 1922: Printing stamps.

Contract No. 35 with R. M. Lepervanche, under date of March 16, 1921: Printing stamps.

Contract with Divanna-Grisolia & Compañía, under date of November 18, 1920: Purchase and sale of Tobacco.

Contract with Grace & Co., under date of November 18, 1920: Purchase and sale of Tobacco in Europe.

Contract with Grace & Co., under date of September 29, 1919: Purchasing Agency.

Contract with Frank L. Mitchell, under date of September 19, 1921: Construction of a pump and installation of piping for pumping salt water.

Contract with Frank L. Mitchell, under date of March 16, 1921: Construction of a railroad bridge.

Contract with Gaetan Bucher y Nicolas Cortina, under date of March 4, 1921: Construction of warehouses.

Contract with Frank L. Mitchell, under date of March 16, 1921: Construction of a wharf.

Contract with G. H. Lippitt, under date of September 3, 1920: Installation of a pipe line for molasses.

Contract with Lee, Higginson & Co., under date of April 4, 1922: Loan of \$6,700,000.

Contract with the Compañía de Miesles Dominicana C. por A., under date of March 25, 1922: Extension of the concessions and for a pipe line for molasses.

Fomento and Communications

All the contracts existing between the Department of Fomento and Communications and other persons for the rental of buildings for postoffices in force on the date of the installation of the Provisional Government.

Marck Engineering & Contracting Co.—Contract dated August 23, 1921, for "Construction Barahona Market"

Chief of Surveyors—(Land Survey) Four contracts which have been made for the advance of funds as follows:

- (a) *Central Romana, Inc.*, June 29, 1921.
- (b) *Barahona and allied companies*: December 31, 1921.
- (c) *Ingenio Santa Fé*—March 3, 1922.
- (d) *Ingenio Santa Fé*—May 16, 1920.

Interior and Police

Contract between the Military Government and the Commune of Azua for a loan of \$20,000.00 (veinte mil pesos) at a rate of interest of 5%, under date of December 31, 1919.

Contract between the Commune of Azua and the International Banking Corporation for a loan of \$15,000.00 (quince mil pesos), under date of December 31, 1919.

Cancellation, under date of June 8, 1920, of the loan of \$15,000.00 (quince mil pesos) with the International Banking Corporation mentioned above.

Loan of the Military Government to the Commune of Azua of \$15,000.00 (quince mil pesos) at a rate of interest of 5%, under date of June 8, 1920.

Contract between the Commune of Barahona and the Military Government for a loan of \$25,000.00 (veinticinco mil pesos) at a rate of interest of 5%, under date of April 8, 1920.

Contract between the Commune of Villa Mella and the Military Government for a loan of \$14,650.00 (catorce mil seis cientos cincuenta pesos) at a rate of interest of 5% under date of May 25, 1920.

The Dominican Government likewise agrees that those Executive Orders, those resolutions, those administrative regulations, and those contracts shall remain in full force and effect unless and until they are abrogated by those bodies which, in accordance with the Dominican Constitution, can legislate. But, this ratification, in so far as concerns those of the above mentioned Executive Orders, resolutions, administrative regulations, and contracts, which have been modified or abrogated by other Executive Orders, resolutions, or administrative regulations of the Military Government, only refers to the legal effects which they created while they were in force.

The Dominican Government further agrees that neither the subsequent abrogation of those Executive Orders, resolutions, administrative regulations, or contracts, or any other law, Executive Order, or other official act of the Dominican Government, shall affect the validity or security of rights acquired in accordance with those orders, those resolutions, those administrative regulations and those contracts of the Military Government; the controversies which may arise related with those rights acquired will be determined solely by the Dominican Courts, subject, however, in accordance with the generally accepted rules and principles of international law, to the right of diplomatic intervention if those Courts should be responsible for cases of notorious injustice or denial of justice. The determination of such cases in which the interests of the United States and the Dominican Republic only are concerned shall, should the two Governments disagree, be by arbitration. In the carrying out of this agreement, in each individual case, the High Contracting Parties, once the necessity of arbitration is determined, shall conclude a special agreement defining clearly the scope of the 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 thereto, and on the part of the Dominican Republic shall be subject to the procedure required by the Constitution and laws thereof.

II. The Dominican Government, in accordance with the provisions of Article I, specifically recognize the bond issue of 1918 and the twenty-year five and one-half per cent Customs Administration Sinking Fund Gold Bond Issue authorized in 1922, as legal, binding, and irrevocable obligations of the Republic, and pledges its full faith and credit to the maintenance of the service of those bond issues. With reference to the stipulation contained in Article 10 of the Executive Order No. 735, in accordance with which the loan of five and one-half per cent authorized in 1922 was issued, which provides:

‘That the present customs tariff will not be changed during the life of this loan without previous agreement between the Dominican Government and the Government of the United States;’

the two Governments concerned agree in interpreting this stipulation in the sense that, in accordance with article 3 [III] of the Convention of 1907,¹ a previous agreement between the Dominican Government and the United States shall be necessary to modify the import duties of the Dominican Republic, it being an indispensable condition for the modification of such duties that the Dominican Executive demonstrate and that the President of the United States recognize that, on the basis of exportations and importations to the like amount and the like character during the two years preceding that in which it is desired to make such modification, the total net customs receipts would at such altered rates of duties have been, for each of such two years, in excess of the sum of \$2,000,000 United States gold.

III. The Dominican Government and the Government of the United States agree that the Convention signed on February 8, 1907, between the United States and the Dominican Republic, shall remain in force so long as any bonds of the issues of 1918 and 1922 shall remain unpaid, and that the duties of the General Receiver of Dominican Customs appointed in accordance with that Convention shall be extended to include the application of the revenues pledged for the service of those bond issues in accordance with the terms of the Executive Orders and of the contracts under which the bonds were issued.

IV. This arrangement shall take effect after its approval by the Senate of the United States and the Congress of the Dominican Republic.

DONE in four originals, two in the English language, and two in the Spanish, and the representatives of the High Contracting Powers signing them in the City of Santo Domingo, this twelfth day of June, nineteen hundred and twenty-four.

WILLIAM W. RUSSELL [SEAL]

HORACIO VASQUEZ [SEAL]

FED^{co} VELÁSQUEZ Y H. [SEAL]

FRAN^c J. PEYNADO [SEAL]

¹ Convention signed at Santo Domingo Feb. 8, 1907 (TS 465), *ante*, p. 196.

MOST-FAVORED-NATION TREATMENT IN CUSTOMS MATTERS

Exchange of notes at Washington September 25, 1924

Entered into force September 25, 1924

*Terminated May 19, 1950*¹

Treaty Series 700

The Secretary of State to the Dominican Minister

DEPARTMENT OF STATE

WASHINGTON, *September 25, 1924*

SIR:

I have the honor to make the following statement of my understanding of the agreement reached through recent conversations held at Washington by representatives of the Government of the United States and the Government of the Dominican Republic with reference to the treatment which the United States shall accord to the commerce of the Dominican Republic and which the Dominican Republic shall accord to the commerce of the United States.

These conversations have disclosed a mutual understanding between the two Governments which is that, in respect to import, export and other duties and charges affecting commerce, as well as in respect to transit, warehousing and other facilities, the United States will accord to the Dominican Republic and the Dominican Republic will accord to the United States, its territories and possessions, unconditional most-favored-nation treatment.

It is understood that

No higher or other duties shall be imposed on the importation into or disposition in the United States, its territories or possessions, of any articles the produce or manufacture of the Dominican Republic than are or shall be payable on like articles the produce or manufacture of any foreign country;

No higher or other duties shall be imposed on the importation into or disposition in the Dominican Republic of any articles the produce or manufacture of the United States, its territories or possessions than are or shall be payable on like articles the produce or manufacture of any foreign country;

¹ Date on which the Dominican Republic became a contracting party to the General Agreement on Tariffs and Trade (TIAS 1700, *ante*, vol. 4, p. 641).

Similarly, no higher or other duties shall be imposed in the United States, its territories or possessions, or in the Dominican Republic on the exportation of any articles to the other, or to any territory or possession of the other, than are payable on the exportation of like articles to any foreign country;

Every concession with respect to any duty or charge affecting commerce now accorded or that may hereafter be accorded by the United States or by the Dominican Republic, by law, proclamation, decree or commercial treaty or agreement, to the products of any third country will become immediately applicable without request and without compensation to the commerce of the Dominican Republic and of the United States, its territories and possessions, respectively:

Provided that this understanding does not relate to

(1) The treatment which the United States accords or may hereafter accord to the commerce of Cuba or any of the territories or possessions of the United States or the Panama Canal Zone, or to the treatment which is or may hereafter be accorded to the commerce of the United States with any of its territories or possessions or to the commerce of its territories or possessions with one another;

(2) Prohibitions or restrictions of a sanitary character or designed to protect human, animal or plant life or regulations for the enforcement of police or revenue laws.

The present arrangement shall become operative on the day of signature and, unless sooner terminated by mutual agreement, shall continue in force until thirty days after notice of its termination shall have been given by either party; but should either party be prevented by future action of its legislature from carrying out the terms of this agreement, the obligations thereof shall thereupon lapse.

I shall be glad to have your confirmation of the accord thus reached.

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

CHARLES E. HUGHES

Señor JOSÉ DEL CARMEN ARIZA,
Minister of the Dominican Republic.

The Dominican Minister to the Secretary of State

[TRANSLATION]

LEGATION OF THE DOMINICAN REPUBLIC

WASHINGTON, *September 25, 1924*

MR. SECRETARY OF STATE:

I have the honor to acknowledge receipt of the note dated this day in which your Excellency sums up the agreement reached in the conferences

recently held in this city between the Government of the United States and the Government of the Dominican Republic concerning the treatment which the United States will grant to the commerce of the Dominican Republic and which the Dominican Republic will grant to the commerce of the United States.

Those conferences disclosed a mutual understanding between the two Governments which is that with regard to importation, exportation and other duties and dues to which commerce is subject as also with regard to the transit, storage, and other facilities, the United States, its territories or possessions will grant to the Dominican Republic, and the Dominican Republic will grant to the United States, its territories or possessions, unconditional most favored nation treatment.

It is understood that there shall not be imposed duties of importation or of disposal in the United States, its territories or possessions on articles that are the products of the soil or of the industry of the Dominican Republic higher or other than those that are, or may be payable on said articles when they proceed from the soil or the industry of any other foreign country and, in the same manner, there shall not be levied duties of importation or disposal in the Dominican Republic on articles that are the product of the soil or the industry of the United States, its territories or possessions higher or other than those which are or may be payable on said articles when they proceed from the soil or the industry of any other foreign country whatsoever.

In the same sense there shall not be imposed in the United States, its territories or possessions, nor in the Dominican Republic on articles exported from one country to the other or to any territory or possession of the other, export duties higher or other than those that are or may be assessed when the said articles are exported to any other foreign country whatsoever.

Any concession granted or that may be hereafter granted by the United States, or by the Dominican Republic by means of a law, decree, resolution, or agreement on the products of any other country with respect to the duties or dues that affect commerce, will as of right extend without request or compensation of any kind to the commerce of the Dominican Republic and that of the United States, its territories and possessions respectively.

Provided, however, that this understanding does not refer:

1. To the treatment that the United States now accords or may hereafter accord to the commerce of Cuba or any of the territories or possessions of the United States or the Panama Canal Zone or to the treatment that is granted or may be granted to the commerce between the United States and any of its territories or possessions or to the commerce of its territories and possessions with one another.

2. To the prohibitions or restrictions of a sanitary character or for the protection of human beings, animals or plants, or the regulations for the enforcement of the revenue or police laws.

It is understood that this agreement will go into effect immediately upon the date of its signature and unless terminated before, by common accord, will continue in force until thirty days shall have elapsed after the notice given by one party to the other of its intention to terminate the agreement; but in case either one of the two parties should be unable to fulfill the terms of this agreement by reason of future action of its legislature the obligations which it imposes will be without effect.

I have the honor to inform your Excellency that I have received instructions from my Government to confirm this agreement and to send to Your Excellency this note in reply to yours.

I avail myself of this opportunity to renew to Your Excellency, the assurances of my highest consideration.

J. C. ARIZA

E. E. and Minister Plenipotentiary

Honorable CHARLES E. HUGHES,
Secretary of State of the United States.

COLLECTION AND APPLICATION OF CUSTOMS REVENUES

Convention signed at Washington December 27, 1924

Senate advice and consent to ratification January 21, 1925

Ratified by the President of the United States January 26, 1925

Ratified by the Dominican Republic August 17, 1925

Ratifications exchanged at Washington October 24, 1925

Entered into force October 24, 1925

Proclaimed by the President of the United States October 26, 1925

*Terminated March 10, 1941, by convention of September 24, 1940*¹

44 Stat. 2162; Treaty Series 726

WHEREAS a convention between the United States of America and the Dominican Republic providing for the assistance of the United States in the collection and application of the customs revenues of the Dominican Republic, was concluded and signed by their respective Plenipotentiaries at the City of Santo Domingo, on the eighth day of February, one thousand nine hundred and seven,² and

WHEREAS that convention was entered into to enable the Dominican Government to carry out a plan of settlement for the adjustment of debts and claims against the Government; and

WHEREAS, in accordance with that plan of settlement, the Dominican Republic issued in 1908, bonds to the amount of \$20,000,000, bearing 5 per cent interest, payable in 50 years and redeemable after 10 years at 102½, and requiring payment of at least 1 per cent per annum for amortization; and

WHEREAS additional obligations have been incurred by the Dominican Government in the form of the issuance, in 1918, of bonds to the amount of \$5,000,000, bearing 5 per cent interest, payable in 20 years, and redeemable at par on each interest date as the amount of amortization fund available on such interest dates will permit, and requiring payment of at least 5 per

¹ TS 965, *post*, p. 224. In accordance with terms of art. IX of convention of Sept. 24, 1940, arts. I, II, and V continued in force until Mar. 31, 1941; see exchange of notes, *post*, p. 238.

² TS 465, *ante*, p. 196.

cent per annum for amortization; and in the form of the issuance of bonds, in 1922, to the amount of \$10,000,000, bearing $5\frac{1}{2}$ per cent interest, payable in 20 years, and redeemable after 8 years at 101. and requiring payment after such period of at least \$563,916.67 per annum for amortization; and

WHEREAS certain of the terms of the contracts under which these bonds have been issued have proven by experience unduly onerous to the Dominican Republic and have compelled it to devote a larger portion of the customs revenues to provide the interest and sinking fund charges pledged to the service of such bonds than is deemed advisable or necessary; and

WHEREAS it is the desire of the Dominican Government and appears to be to the best interest of the Dominican Republic to issue bonds to a total amount of \$25,000,000, in order to provide for the refunding on terms more advantageous to the Republic of its obligations represented by the bonds of the three issues above mentioned still outstanding and for a balance remaining after such operation is concluded to be devoted to permanent public improvements and to other projects designed to further the economic and industrial development of the country; and

WHEREAS the whole of this plan is conditioned and dependent upon the assistance of the United States in the collection of customs revenues of the Dominican Republic and the application thereof so far as necessary to the interest upon and the amortization and redemption of said bonds, and the Dominican Republic has requested the United States to give and the United States is willing to give such assistance:

The United States of America, represented by Charles Evans Hughes, Secretary of State of the United States of America; and the Dominican Republic, represented by Señor José del Carmen Ariza, Envoy Extraordinary and Minister Plenipotentiary of the Dominican Republic in Washington, have agreed:

ARTICLE I

That the President of the United States shall appoint a General Receiver of Dominican Customs, who, with such Assistant Receivers and other employees of the Receivership as shall be appointed by the President of the United States in his discretion, shall collect all the customs duties accruing at the several customs houses of the Dominican Republic until the payment or retirement of any and all bonds issued by the Dominican Government in accordance with the plan and under the limitations as to terms and amounts hereinbefore recited; and said General Receiver shall apply the sums so collected, as follows:

First, to paying the expenses of the receivership; second, to the payment of interest upon all bonds outstanding; third, to the payment of the annual sums provided for amortization of said bonds including interest upon all bonds held in sinking fund; fourth, to the purchase and cancellation or the retirement and cancellation pursuant to the terms thereof of any of said

bonds as may be directed by the Dominican Government; fifth, the remainder to be paid to the Dominican Government.

The method of distributing the current collections of revenue in order to accomplish the application thereof as hereinbefore provided shall be as follows:

The expenses of the receivership shall be paid by the Receiver as they arise. The allowances to the General Receiver and his assistants for the expenses of collecting the revenues shall not exceed five per cent unless by agreement between the two Governments.

On the first day of each calendar month shall be paid over by the Receiver to the Fiscal Agent of the loan a sum equal to one twelfth of the annual interest of all the bonds issued and of the annual sums provided for amortization of said bonds and the remaining collection of the last preceding month shall be paid over to the Dominican Government, or applied to the sinking fund for the purchase or redemption of bonds or for other purposes as the Dominican Government shall direct.

Provided, that in case the customs revenues collected by the General Receiver shall in any year exceed the sum of \$4,000,000, 10 per cent of the surplus above such sum of \$4,000,000 shall be applied to the sinking fund for the redemption of bonds.

ARTICLE II

The Dominican Government will provide by law for the payment of all customs duties to the General Receiver and his assistants, and will give to them all needful aid and assistance and full protection to the extent of its powers. The Government of the United States will give to the General Receiver and his assistants such protection as it may find to be requisite for the performance of their duties.

ARTICLE III

Until the Dominican Republic has paid the whole amount of the bonds of the debt, its public debt shall not be increased except by previous agreement between the Dominican Government and the United States.

ARTICLE IV

The Dominican Government agrees that the import duties will at no time be modified to such an extent that, on the basis of exportations and importations to the like amount and the like character during the two years preceding that in which it is desired to make such modification, the total net customs receipts would not at such altered rates have amounted for each of such two years to at least 1½ times the amount necessary to provide for the interest and sinking fund charges upon its public debt.

ARTICLE V

The accounts of the General Receiver shall be rendered monthly to the Ministry of Finance and Commerce of the Dominican Republic and to the State Department of the United States and shall be subject to examination and verification by the appropriate officers of the Dominican and the United States Governments.

ARTICLE VI

The determination of any controversy which may arise between the Contracting Parties in the carrying out of the provisions of this Convention shall, should the two Governments be unable to come to an agreement through diplomatic channels, be by arbitration. In the carrying out of this agreement in each individual case, the Contracting Parties, once the necessity of arbitration is determined, shall conclude a special agreement defining clearly the scope of the 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. The special agreement providing for arbitration shall, in all cases, be signed within a period of three months from the date upon which either one of the Contracting Parties shall notify the other Contracting Party of its desire to resort to arbitration. 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 thereto, and on the part of the Dominican Republic, shall be subject to the procedure required by the Constitution and laws thereof.

ARTICLE VII

This agreement shall take effect after its approval by the Contracting Parties in accordance with their respective Constitutional methods. Upon the exchange of ratifications of this convention, which shall take place at Washington as soon as possible, the Convention between the United States of America and the Dominican Republic providing for the assistance of the United States in the collection and application of the customs revenues, concluded and signed at the City of Santo Domingo on the 8th day of February, 1907, shall be deemed to be abrogated.

Done in duplicate in the English and Spanish languages at the City of Washington this 27th day of December, nineteen hundred and twenty-four.

CHARLES EVANS HUGHES	[SEAL]
J. C. ARIZA	[SEAL]

COLLECTION AND APPLICATION OF CUSTOMS REVENUES

Convention signed at Washington September 24, 1940; exchanges of notes at Washington September 24, 1940, and March 10 and 31, 1941

Ratified by the Dominican Republic October 31, 1940

Senate advice and consent to ratification February 14, 1941

Ratified by the President of the United States March 8, 1941

Ratifications exchanged at Washington March 10, 1941

Entered into force March 10, 1941

Proclaimed by the President of the United States March 17, 1941

*Terminated October 1, 1947, upon fulfillment of its terms*¹

55 Stat. 1104; Treaty Series 965

CONVENTION

WHEREAS at the City of Washington, D.C. on the twenty-seventh day of December of 1924 a Convention was concluded and signed² between the Plenipotentiaries of the United States of America and the Dominican Republic, providing for the assistance of the United States of America in the collection and application of the customs revenues of the Dominican Republic; and

WHEREAS the Government of the United States of America and the Government of the Dominican Republic have performed their obligations under the said Convention of 1924 in a manner satisfactory to both parties; and

WHEREAS the Government of the United States of America and the Government of the Dominican Republic are both desirous of modifying the said Convention to the advantage of both parties and at the same time of safeguarding the rights of the holders of the bonds of the issues of 1922 and 1926;

The President of the United States of America, represented by Cordell Hull, Secretary of State of the United States of America, and

The President of the Dominican Republic, represented by Generalissimo Rafael Leonidas Trujillo Molina, Benefactor of the Country, Ambassador Extraordinary on Special Mission,

¹ See exchange of notes at Washington Aug. 9, 1951 (106 UNTS 342; TIAS 2365).

² TS 726, *ante*, p. 220.

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

ARTICLE I

The Government of the Dominican Republic shall collect through its appropriate national officials the customs revenues of the Dominican Republic and all revenues pertaining to the customs duties. The General Receivership of the Dominican Customs provided for in the Convention of December 27, 1924, shall cease to operate on the day on which the Dominican Government undertakes the collection of customs revenues.

All property and funds of the General Receivership shall be turned over on that day to the Government of the Dominican Republic.

No claim shall be advanced by either Government against the other on account of any act of the General Receivership.

ARTICLE II

The Government of the United States of America and the Government of the Dominican Republic, in common accord, shall designate a Bank, with establishment in the Dominican Republic, as sole depository of all revenues and public funds of whatsoever nature of the Dominican Government. They likewise shall designate, by common accord, an official who shall act in the said Bank as representative of the holders of the bonds of the external debt of 1922 and 1926, in all matters that concern the service of the said external debt. If at any time the Bank so designated ceases for any reason to function in this capacity or if either Government shall deem a change advisable, a successor shall be designated under the procedure stipulated above. If the representative of the holders of the bonds of the external debt of 1922 and 1926 shall, for any reason, be unable to continue in that capacity, or if either Government shall deem a change advisable, his successor shall be designated in accordance with the same procedure established for the original designation. In the event that it should become necessary to designate a successor to either the Bank or the official representing the holders of the bonds of the external debt of 1922 and 1926, and in the further event that the two Governments should be unable to reach mutual accord on such designation within a period of three months, the Foreign Bondholders Protective Council, Incorporated, shall be requested to nominate said successor, and in the event of its failure to make such nomination the President or a Vice President of the American Bankers Association, or his duly authorized representative, shall be requested to make the nomination; provided, however, that neither a Bank nor a person previously rejected by either Government may be so nominated. In the event that a Bank or person is nominated in accordance with this procedure, the two Governments shall designate such nominee.

The official representing the holders of the bonds of the external debt of 1922 and 1926 shall, with the approval of the two Governments, designate a deputy to serve in his stead in the event of his temporary absence or incapacity.

ARTICLE III

During the first ten days of each calendar month the representative of the holders of the bonds of the external debt of 1922 and 1926 or his deputy shall receive, by endorsement and orders of payment which shall be issued to the Depository Bank by the Dominican Government through the intermediary of the Secretary of State for Treasury and Commerce, the sum necessary to cover monthly payments as follows:

(1) the payment of one-twelfth of the annual interest charges of all of the outstanding bonds of the external debt of 1922 and 1926;

(2) the payment of one-twelfth of the annual amounts designated for the amortization of the said bonds, including the interest of all the bonds which are or may be retained in the sinking fund. The said amortization shall be computed and effected in accordance with the loan contracts as modified by the agreement between the Dominican Republic and the Foreign Bondholders Protective Council, Incorporated, concluded on August 16, 1934, and by the provisions of Article V of the present Convention;

(3) the payment of one-twelfth of the annual cost of the services rendered by the representative of the holders of the bonds of the external debt of 1922 and 1926, or his deputy, who shall receive salaries which are the subject of an exchange of notes attached hereto, which shall be given full force and effect as integral parts of this Convention, and a reasonable amount for expenses incurred in the performance of their duties, and the payment of one-twelfth of the annual amount agreed upon between the Dominican Government and the Depository Bank as the compensation for the services of the said Bank.

No disbursements of funds of the Dominican Government shall be made by the Depository Bank until the payments provided for in this Article shall have been made.

The sums received by the above-mentioned representative for the service of the bonds shall be immediately transmitted by him to the Fiscal Agent or Agents of the loans.

ARTICLE IV

The Government of the Dominican Republic declares that the interest and amortization service of the bonds of the external debt of 1922 and 1926 as well as the payments stipulated in the third numbered paragraph of Article III of the present Convention, constitute an irrevocable first lien upon all of its revenues of whatsoever nature.

ARTICLE V

In case the total collections from all the revenues of whatsoever nature of the Dominican Government should in any calendar year exceed twelve million five hundred thousand dollars (\$12,500,000) there shall be applied to the sinking fund for the redemption of bonds of the external debt of 1922 and 1926 which may be outstanding, ten percent (10%) of the excess above twelve million five hundred thousand dollars (\$12,500,000) but less than thirteen million five hundred thousand dollars (\$13,500,000), and in addition five percent (5%) of all sums exceeding thirteen million five hundred thousand dollars (\$13,500,000).

ARTICLE VI

The representative of the holders of the bonds of the external debt of 1922 and 1926 shall have complete access to all records and books of the Depository Bank relating to the public revenues.

The Secretary of State for Treasury and Commerce of the Dominican Government shall supply monthly to the representative of the holders of the bonds of the loans of 1922 and 1926 complete and detailed reports, duly certified, of all the revenues and disbursements and other fiscal operations of the Dominican Government.

ARTICLE VII

The system of deposit of all revenues of the Dominican Republic shall be carried out in accordance with the Dominican laws of accounting and of the Treasury now governing such matters, and these laws as well as the powers conferred by this Convention upon the representative of the holders of the bonds of the loans of 1922 and 1926, shall not be modified by the Dominican Government during the life of this Convention without the previous consent of both Governments.

ARTICLE VIII

Any controversy which may arise between the Government of the United States of America and the Government of the Dominican Republic in relation to the execution of the provisions of the present Convention shall, if possible, be settled through diplomatic channels. Upon notification by either the Government of the United States of America or the Government of the Dominican Republic that, in its opinion, possibilities of settlement by this means have been exhausted, such controversies shall be settled in accordance with the procedure stipulated in the Inter-American Arbitration Convention signed at Washington, January 5, 1929,³ notwithstanding the provisions of Article 2 (a) thereof.

³ TS 886, *ante*, vol. 2, p. 737.

ARTICLE IX

The Convention signed by the United States of America and the Dominican Republic on December 27, 1924, shall cease to have effect, and the present Convention shall enter into force upon the exchange of ratifications which shall take place in the City of Washington within thirty days following ratification by the Government which ratifies the later in point of time; provided, however, that Articles I, II and V of the said Convention of December 27, 1924 shall continue in full force and effect until the two Governments agree that there have been adopted and put into operation all the measures necessary for the execution of the present Convention.

The present Convention shall continue in full force and effect during the existence of the outstanding external bonds of 1922 and 1926. After the redemption or cancellation of the said bonds, the provisions of this Convention shall automatically cease to have effect.

IN WITNESS WHEREOF the respective Plenipotentiaries have signed the present Convention in duplicate in the English and Spanish languages, both texts being equally authoritative, and have hereunto affixed their seals.

Done in the City of Washington this twenty-fourth day of September, 1940.

CORDELL HULL	[SEAL]
RAFAEL L. TRUJILLO	[SEAL]

EXCHANGES OF NOTES

*The Dominican Ambassador Extraordinary on Special Mission
to the Secretary of State*

[TRANSLATION]

LEGATION OF THE DOMINICAN REPUBLIC

WASHINGTON

September 24, 1940

MR. SECRETARY:

I have the honor, on instructions of my Government, to refer to the agreement between the Dominican Republic and the United States of America, signed today, and to confirm the understanding reached by our two Governments with respect to the salary of the Representative, in the following terms:

The Dominican Government undertakes to pay to the representative of the holders of the bonds of the external debt of 1922 and 1926, a salary not to exceed ten thousand dollars (\$10,000) per annum, payable monthly. In the temporary absence, leave, or incapacity of the representative his salary will continue; provided, however, that his leave of absence may not exceed sixty (60) days with pay in each calendar year plus the number of days

necessary to travel to and from his home. During the temporary absence or incapacity of the representative the Dominican Government will pay to his deputy a salary at a rate not to exceed five thousand dollars (\$5,000) per annum, payable monthly.

The Dominican Government will pay a sum not to exceed five thousand dollars (\$5,000) annually to defray the necessary expenditures of the representative and his deputy for transportation, the operation of an office, cost of bonding, and other similar expenditures incurred in performing their official duties.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

RAFAEL L. TRUJILLO
Ambassador Extraordinary on Special Mission

His Excellency
CORDELL HULL,
Secretary of State,
Washington, D.C.

*The Secretary of State to the Dominican Ambassador Extraordinary
on Special Mission*

DEPARTMENT OF STATE
WASHINGTON
September 24, 1940

EXCELLENCY:

I have the honor to acknowledge the receipt of your note of today's date relating to the agreement arrived at by our two Governments concerning the salaries for the representative of the holders of the bonds of the external debt of 1922 and 1926 and his deputy, in which you confirm your Government's understanding of the agreement in the following terms:

[For terms of agreement, see Dominican note, above.]

Your statement of the agreement represents my understanding of the arrangement and is satisfactory to the Government of the United States of America.

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

CORDELL HULL

His Excellency
DR. RAFAEL L. TRUJILLO,
*Ambassador Extraordinary of the
Dominican Republic on Special Mission.*

*The Dominican Ambassador Extraordinary on Special Mission
to the Secretary of State*

[TRANSLATION]

LEGATION OF THE DOMINICAN REPUBLIC

WASHINGTON

September 24, 1940

MR. SECRETARY:

I have the honor, on instructions of my Government, to refer to the convention between the Dominican Republic and the United States of America, signed today, and to confirm to you the understanding reached by our two Governments with respect to certain claims, in the following terms:

The Dominican Government desires to seize this propitious moment to settle a further matter outstanding between the two Governments, thus reinforcing the harmonious relations already existing between our two countries.

The Dominican Republic will include in its next annual budget and in ensuing budgets as long as may be necessary, an annual appropriation of one hundred and twenty-five thousand dollars (\$125,000) which shall be paid out each year exclusively to the liquidation of *bona fide* claims by nationals of the United States of America against the Government of the Dominican Republic.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

RAFAEL L. TRUJILLO

Ambassador Extraordinary on Special Mission

His Excellency

CORDELL HULL,

Secretary of State,

Washington, D.C.

*The Secretary of State to the Dominican Ambassador Extraordinary
on Special Mission*

DEPARTMENT OF STATE

WASHINGTON

September 24, 1940

EXCELLENCY:

I have the honor to acknowledge the receipt of your note of today's date relating to the agreement arrived at by our two Governments in relation to the policy of the Dominican Government concerning the liquidation of its unfunded indebtedness to nationals of the United States of America in which

you confirm your Government's understanding of the agreement in the following terms:

[For terms of agreement, see Dominican note, above.]

Your statement of the agreement represents my understanding of the arrangement and is satisfactory to the Government of the United States of America.

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

CORDELL HULL

His Excellency

Dr. RAFAEL L. TRUJILLO,

Ambassador Extraordinary of the

Dominican Republic on Special Mission.

*The Dominican Ambassador Extraordinary on Special Mission
to the Secretary of State*

[TRANSLATION]

LEGATION OF THE DOMINICAN REPUBLIC

WASHINGTON

September 24, 1940

MR. SECRETARY:

I have the honor, on instructions of my Government, to refer to the convention between the Dominican Republic and the United States of America, signed today, and to confirm to you the understanding reached by our two Governments with regard to pensions, in the following terms:

In recognition of the long and faithful services of Messrs. W. E. Pulliam and N. L. Orme, performed in connection with their duties as officials of the General Receivership of Customs, and who have, since their retirement, been receiving pensions of two hundred dollars (\$200.00) per month, the Dominican Government agrees to pay to Messrs. Pulliam and Orme pensions of that amount during their lifetimes.

The Dominican Government will initiate and insure the passage of legislation making the necessary provisions for these payments on the date on which the convention signed today becomes effective.

During the first ten days of each calendar month thereafter the Dominican Government undertakes to notify the Depository Bank of the Dominican Government of the payment of the above-mentioned pensions. A copy of this note, after it has been duly authenticated and when it shall have been received by the Depository Bank of the Dominican Government, shall constitute the Bank's authority for withholding any disbursement of the Government until notice of the said payment of the above-mentioned pensions has been received.

The Dominican Government formally agrees that the undertaking herein expressed has the same force and validity as the convention signed today.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

RAFAEL L. TRUJILLO

Ambassador Extraordinary on Special Mission

His Excellency

CORDELL HULL,

Secretary of State,

Washington, D.C.

*The Secretary of State to the Dominican Ambassador Extraordinary
on Special Mission*

DEPARTMENT OF STATE

WASHINGTON

September 24, 1940

EXCELLENCY:

I have the honor to acknowledge the receipt of your note of today's date, relating to the agreement arrived at by our two Governments concerning pensions to certain individuals, in which you confirm your Government's understanding of the agreement in the following terms:

[For terms of agreement, see Dominican note, above.]

Your statement of the agreement represents my understanding of the arrangement and is satisfactory to the Government of the United States of America.

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

CORDELL HULL

His Excellency

DR. RAFAEL L. TRUJILLO,

Ambassador Extraordinary of the

Dominican Republic on Special Mission.

*The Dominican Ambassador Extraordinary on Special Mission
to the Secretary of State*

[TRANSLATION]

LEGATION OF THE DOMINICAN REPUBLIC

WASHINGTON

September 24, 1940

MR. SECRETARY:

I have the honor, on instructions of my Government, to refer to the convention between the Dominican Republic and the United States of America,

signed today, and to confirm to you the understanding reached by our two Governments with regard to interpretations, in the following terms:

The term "all revenues and public funds of whatsoever nature of the Dominican Government" employed in the Convention signed by us today to replace the Convention of December 27, 1924, embraces the deposit and pledge of any and all income and receipts of the Dominican Government, from whatsoever source derived, whether known as taxes, duties, excises, fees, contributions to the State, fines, imposts, charges, levies or any other kind of similar income, receipts, or funds which belong to and are under the control of the Government of the Dominican Republic. It is understood that the term does not include funds under the control of the Dominican Government which under existing law are collected for, belong to, and are distributed among the municipalities, which are autonomous under the constitution of the State.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

RAFAEL L. TRUJILLO

Ambassador Extraordinary on Special Mission

His Excellency

CORDELL HULL,

Secretary of State,

Washington, D.C.

*The Secretary of State to the Dominican Ambassador Extraordinary
on Special Mission*

DEPARTMENT OF STATE

WASHINGTON

September 24, 1940

EXCELLENCY:

I have the honor to acknowledge the receipt of your note of today's date relating to the agreement arrived at by our two Governments concerning the term "all revenues and public funds of whatsoever nature of the Dominican Republic" employed in Article II of the convention signed by us today, in which you confirm your Government's understanding of the agreement in the following terms:

[For terms of agreement, see Dominican note, above.]

Your statement of the agreement represents my understanding of the

arrangement and is satisfactory to the Government of the United States of America.

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

CORDELL HULL

His Excellency

Dr. RAFAEL L. TRUJILLO,
*Ambassador Extraordinary of the
Dominican Republic on Special Mission.*

*The Dominican Ambassador Extraordinary on Special Mission
to the Secretary of State*

[TRANSLATION]

LEGATION OF THE DOMINICAN REPUBLIC

WASHINGTON

March 10, 1941

MR. SECRETARY:

I have the honor, on instructions from my Government, to refer to the convention between the Dominican Republic and the United States of America, the ratifications of which we exchanged today, and particularly to the following sentence of article II which provides that:

“They (the Government of the Dominican Republic and the Government of the United States of America) likewise shall designate, by common accord, an official who shall act in the said Bank as representative of the holders of the bonds of the external debt of 1922 and 1926, in all matters that concern the service of the said external debt.”

The Government of the Dominican Republic proposes accordingly that, by mutual accord between our two Governments and for the purposes stipulated in the convention, Mr. Oliver P. Newman be designated as the representative of the holders of the bonds of the external debt of 1922 and 1926.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

RAFAEL L. TRUJILLO
*Ambassador Extraordinary and
Plenipotentiary on Special Mission*

His Excellency

CORDELL HULL,
*Secretary of State,
Washington, D.C.*

*The Secretary of State to the Dominican Ambassador Extraordinary
on Special Mission*

DEPARTMENT OF STATE
WASHINGTON
March 10, 1941

EXCELLENCY:

I have the honor to acknowledge the receipt of your note of today's date, reading as follows:

[For text of Dominican note, see above.]

In reply I have the honor to state that the proposal of the Dominican Government is agreeable to the Government of the United States, namely, that Mr. Oliver P. Newman be designated as the representative of the holders of the bonds of the external debt of 1922 and 1926.

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

CORDELL HULL

His Excellency

Dr. RAFAEL L. TRUJILLO,
*Ambassador Extraordinary of the
Dominican Republic on Special Mission.*

*The Dominican Ambassador Extraordinary on Special Mission
to the Secretary of State*

[TRANSLATION]

LEGATION OF THE DOMINICAN REPUBLIC
WASHINGTON
March 10, 1941

MR. SECRETARY:

I have the honor, on instructions of my Government, to refer to the notes which we exchanged in this Capital on September 24, 1940 with regard to the salary of the official who is to act in the Depository Bank of the Dominican Government as representative of the holders of the bonds of the external debt of 1922 and 1926.

In this connection, I have the honor to inform Your Excellency that the Government of the Dominican Republic proposes to pay to that representative a salary of ten thousand dollars (\$10,000) per annum, payable monthly.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

RAFAEL L. TRUJILLO
*Ambassador Extraordinary and
Plenipotentiary on Special Mission*

His Excellency
CORDELL HULL,
*Secretary of State,
Washington, D.C.*

*The Secretary of State to the Dominican Ambassador Extraordinary
on Special Mission*

DEPARTMENT OF STATE
WASHINGTON
March 10, 1941

EXCELLENCY:

I have the honor to acknowledge the receipt of your note of today's date, reading as follows:

[For text of Dominican note, see above.]

In reply, I have the honor to state that the proposal of the Dominican Government is agreeable to the Government of the United States, namely, that the Dominican Government will pay the official who is to act as the representative of the bonds of the external debt of 1922 and 1926 a salary of ten thousand dollars (\$10,000) per annum, payable monthly.

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

CORDELL HULL

His Excellency
Dr. RAFAEL L. TRUJILLO,
*Ambassador Extraordinary of the
Dominican Republic on Special Mission.*

*The Dominican Ambassador Extraordinary on Special Mission
to the Secretary of State*

[TRANSLATION]

LEGATION OF THE DOMINICAN REPUBLIC
WASHINGTON
March 10, 1941

MR. SECRETARY:

I have the honor, on instructions of my Government, to refer to the convention between the Dominican Republic and the United States of America,

the ratifications of which we exchanged today, and particularly to the following sentence of article II which provides that :

“The Government of the Dominican Republic and the Government of the United States of America, in common accord, shall designate a Bank, with establishment in the Dominican Republic, as sole depository of all revenues and public funds of whatsoever nature of the Dominican Government.”

The Government of the Dominican Republic proposes accordingly that, by mutual accord between our two Governments and for the purposes stipulated in the convention, the branch of the National City Bank of New York established in Ciudad Trujillo, Dominican Republic, be designated as the Depository Bank.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

RAFAEL L. TRUJILLO
*Ambassador Extraordinary and
Plenipotentiary on Special Mission*

His Excellency
CORDELL HULL,
*Secretary of State,
Washington, D.C.*

*The Secretary of State to the Dominican Ambassador Extraordinary
on Special Mission*

DEPARTMENT OF STATE
WASHINGTON
March 10, 1941

EXCELLENCY:

I have the honor to acknowledge the receipt of your note of today's date, reading as follows :

[For text of Dominican note, see above.]

In reply I have the honor to state that the proposal of the Dominican Government is agreeable to the Government of the United States, namely, that the branch of the National City Bank of New York established in Ciudad Trujillo, Dominican Republic, be designated as the Depository Bank for the purposes stipulated in the Convention, the ratifications of which were exchanged today.

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

CORDELL HULL

His Excellency

Dr. RAFAEL L. TRUJILLO,
*Ambassador Extraordinary of the
Dominican Republic on Special Mission.*

The Secretary of State for Foreign Affairs to the American Minister

[TRANSLATION]

DOMINICAN REPUBLIC
DEPARTMENT OF STATE
FOR FOREIGN AFFAIRS

CIUDAD TRUJILLO
DISTRICT OF SANTO DOMINGO

March 31, 1941

445

MR. MINISTER:

I have the honor to inform Your Excellency that, with reference to the provisions of the first paragraph of article IX of the convention between the Government of the Dominican Republic and the Government of the United States of America signed in the city of Washington, D.C., on September 24, 1940, and in view of all of the measures adopted through mutual agreement between both Governments subsequent to the exchange of ratifications of the said convention, the Dominican Government, by means of the present note, states that, for its part, it recognizes that all of the measures necessary for the execution of the above-mentioned convention of September 24, 1940 have been adopted and put into operation.

And that, consequently, beginning with this date the normal and satisfactory execution of the said convention can be initiated.

In requesting Your Excellency to advise me of the opinion of your Government on this matter, I avail myself of the opportunity to renew to Your Excellency the assurances of my highest consideration.

A. DESPRADEL

His Excellency

ROBERT MCGREGOR SCOTTEN,
*E. E. and Minister Plenipotentiary
of the United States of America.*

The American Minister to the Secretary of State for Foreign Affairs

No. 43

CIUDAD TRUJILLO, D.R., *March 31, 1941*

EXCELLENCY:

I have the honor to acknowledge the receipt of your communication No. 445 of March 31, 1941, in which Your Excellency states that, with reference to the provisions of the first paragraph of Article IX of the Convention signed in the City of Washington, D.C., between the Government of the United States of America and the Government of the Dominican Republic, on September 24, 1940, and in view of the measures adopted through mutual agreement between both Governments subsequent to the exchange of ratifications of the said Convention, the Dominican Government agrees that all of the necessary measures for the execution of the above-mentioned Convention of September 24, 1940 have been adopted and put into operation.

In reply to this communication I have the honor to inform Your Excellency that, in view of all of the measures adopted through mutual agreement between both Governments subsequent to the exchange of ratifications of the aforesaid Convention, the American Government, for its part, agrees that all of the measures necessary for the execution of the above-mentioned Convention of September 24, 1940 have been adopted and put into operation.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

ROBERT M. SCOTTEN

His Excellency

ARTURO DESPRADEL,

*Secretary of State for Foreign Affairs,
Ciudad Trujillo, D.R.*

LEND-LEASE ¹

Agreement signed at Washington August 2, 1941

Entered into force August 2, 1941

Supplemented by agreement of August 6, 1941 ²

1941 For. Rel. (VII) 253

Whereas the United States of America and the Dominican Republic 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, 1938,³ they, together with all the other American republics, are united in the defense of the Americas and are determined to secure for themselves and for each other the enjoyment of their own fortunes and their own talents;

And whereas the President of the United States of America has determined, pursuant to the Act of the Congress of the United States of America of March 11, 1941,⁴ that the defense of each of the American republics is vital to the defense of all of them, and for that reason the United States of America proposes to provide certain defense articles and defense information to the Dominican Republic;

And whereas the United States of America and the Dominican Republic 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, 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 Dominican Republic 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 Dominican Republic under the terms of this Agreement armaments and munitions of

¹ Final settlement payment made on Apr. 26, 1949, and reported in 29th Report to Congress on Lend-Lease Operations, p. 1.

² *Post*, p. 243.

³ *Ante*, vol. 3, p. 534.

⁴ 55 Stat. 31.

war to a total value of about \$1,600,000. The United States of America proposes to begin deliveries immediately and to continue deliveries as expeditiously as practicable during the coming twelve months to an approximate total value of \$250,000 for use by the Dominican Army and an approximate total value of \$100,000 for use by the Dominican Navy.

The United States of America, however, reserves the right at any time to suspend, defer, or stop deliveries whenever in the opinion of the President of the United States of America further deliveries are not consistent with the needs of the defense of the United States of America or the Western Hemisphere.

ARTICLE II

Records shall be kept of all defense articles transferred under this agreement, and not less than every ninety days schedules of such defense articles shall be exchanged and reviewed.

Thereupon the Dominican Republic 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 \$900,000, less all payments theretofore made, and the Dominican Republic shall not be required to pay more than a total of \$150,000 before July 1, 1942, more than a total of \$300,000 before July 1, 1943, more than a total of \$450,000 before July 1, 1944, more than a total of \$600,000 before July 1, 1945, more than a total of \$750,000 before July 1, 1946, or more than a total of \$900,000 before July 1, 1947.

ARTICLE III

The United States of America and the Dominican Republic, 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 Dominican Republic 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 1940,⁵ to cooperate with each other and with other nations to negotiate fair and equitable commodity agreements with respect to the products of either of them and of other nations in which marketing problems exist, and to cooperate with each other and with other nations to relieve the distress and want caused by the war wherever, and as soon as, such relief will be succor to the oppressed and will not aid the aggressor.

⁵ For text, see *Department of State Bulletin*, Aug. 24, 1940, p. 141.

ARTICLE IV

The Dominican Republic 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 Dominican Republic.

ARTICLE V

If, as a result of the transfer to the Dominican Republic of any defense article or defense information, it is necessary for the Dominican Republic 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 Dominican Republic will do so, when so requested by the President of the United States of America.

ARTICLE VI

Should circumstances arise in which the United States of America in its own defense or in the defense of the Americas shall require defense articles or defense information which the Dominican Republic is in a position to supply, the Dominican Republic will make such defense articles and defense information available to the United States of America on terms similar to those expressed in this agreement.

ARTICLE VII

This Agreement shall continue in force from the date on which it is signed until a date agreed upon between the two Governments.

Signed and sealed at Washington in duplicate, in the English and Spanish languages, this second day of August, 1941.

On Behalf of the United States of America:

SUMNER WELLES

*Acting Secretary of State
of the United States of America*

On Behalf of the Dominican Republic:

A. PASTORIZA

*Envoy Extraordinary and Minister Plenipotentiary
of the Dominican Republic at Washington*

LEND-LEASE ¹

Agreement signed at Washington August 6, 1941, supplementing agreement of August 2, 1941

Entered into force August 6, 1941

1941 For. Rel. (VII) 256

WHEREAS the United States of America and the Dominican Republic are desirous of concluding an Agreement supplementary to the Agreement between the two Governments signed at Washington August 2, 1941,² for the purpose of stating the terms and conditions on which certain additional materials which the Dominican Republic wishes to obtain from the United States of America shall be procured and supplied;

And whereas the making of such a supplementary 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 Dominican Republic have been performed, fulfilled or executed as required;

The undersigned, being duly authorized for that purpose, have agreed as follows:

ARTICLE I

The Dominican Republic will pay in advance for all articles and commodities, in addition to the defense articles and defense information provided for in the Agreement between the two Governments signed August 2, 1941, which shall be procured and supplied in accordance with this Agreement. The United States of America, however, reserves the right at any time to suspend, defer, or stop deliveries whenever in the opinion of the President of the United States of America further deliveries are not consistent with the needs of the defense of the United States of America or the Western Hemisphere.

Records shall be kept of all such articles and commodities agreed to be procured and of all deliveries, and of any other pertinent information; and not less than every ninety days these records shall be exchanged, reviewed, and verified.

¹ Final settlement payment made on Apr. 26, 1949, and reported in 29th Report to Congress on Lend-Lease Operations, p. 1.

² *Ante*, p. 240.

ARTICLE II

The Dominican Republic will submit to the Department of State of the United States of America for the approval of the President of the United States of America a complete list of all the persons to whom the title, possession, or use of such articles or commodities is to be transferred and undertakes that it will not, without the prior consent of the President of the United States of America, transfer title to or possession of any such article or commodity or any part thereof or permit its use by anyone not the recipient designated on such list so approved.

ARTICLE III

If, as a result of the sale to the Dominican Republic of any articles or commodities in accordance with this Agreement, it is necessary for the Dominican Republic 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 article or commodity, the Dominican Republic will do so, when so requested by the President of the United States of America.

ARTICLE IV

This Agreement shall continue in force from the date on which it is signed until a date agreed upon between the two Governments.

Signed and sealed in duplicate, in the English and Spanish languages, at Washington this sixth day of August 1941.

For the United States of America:

SUMNER WELLES

*Under Secretary of State
of the United States of America*

For the Dominican Republic:

A. PASTORIZA

*Envoy Extraordinary and Minister Plenipotentiary
of the Dominican Republic at Washington*

COMMERCIAL RELATIONS

Exchange of notes at Ciudad Trujillo November 14, 1942

Entered into force November 14, 1942

*Terminated March 24, 1944*¹

56 Stat. 1617; Executive Agreement Series 274

The Secretary of State for Foreign Affairs to the American Minister

[TRANSLATION]

DOMINICAN REPUBLIC
DEPARTMENT OF STATE
FOR FOREIGN AFFAIRS

CIUDAD TRUJILLO
DISTRICT OF SANTO DOMINGO

November 14, 1942

21430

MR. MINISTER:

I have the honor to inform Your Excellency that under date of August 26, 1941 a commercial agreement was signed in the city of Port-au-Prince by means of which the Dominican Republic and that of Haiti, in their status of contiguous countries, established a special treatment in the commercial relations existing between the two nations. The exchange of ratifications of this commercial agreement was effected in this capital on March 23 of the present year.

This agreement establishes, among other stipulations, the reduction of Dominican import customs duties according to a list specifying the products which, upon being imported from Haiti, are to be introduced to our country with the reductions in the Dominican import tariff provided in that list.

The Government of the Dominican Republic has always supported the multilateral development of international commerce on the basis that nations may have access to the said commerce on equal conditions and that they may be able to obtain, through such conditions, the raw materials required for a satisfactory and prosperous development of their respective economies.

In this connection I have the honor to refer to the formula of contractual tariff preferences between contiguous countries which was recommended

¹ Date of termination of Haitian-Dominican commercial treaty of Aug. 26, 1941, as amended Mar. 24, 1942.

by the Inter-American Economic and Financial Advisory Committee. It is in conformity with the spirit of that recommendation of the aforesaid inter-American body that the above-mentioned commercial agreement between the Dominican Republic and that of Haiti was concluded.

Notes were exchanged between the two Governments on March 24, 1942 by means of which certain products are added to the lists originally agreed upon.

As the *modus vivendi* concluded between the Dominican Republic and the United States of America on September 25, 1924 ² provided that tariff reductions which our country may grant to other countries must benefit, to the measure indicated by the principles relative to the most-favored-nation clause, like products of United States manufacture and origin, I request Your Excellency to be good enough to inform this chancellery whether the Government of the United States of America, in view of the above-stated considerations, will agree not to invoke the clauses of the agreement of September 25, 1924 mentioned above for the purpose of claiming the benefit of the tariff preferences granted to the contiguous State of Haiti, which my Government considers to be in harmony with the conditions of the form recommended by the Inter-American Economic and Financial Advisory Committee.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

A. DESPRADEL

His Excellency

AVRA M. WARREN,

*E.E. and Minister Plenipotentiary
of the United States of America,
Legation.*

The American Minister to the Secretary of State for Foreign Affairs

LEGATION OF THE UNITED STATES OF AMERICA

CIUDAD TRUJILLO, D.R., November 14, 1942

No. 21

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's note of today's date in which you reiterate the adherence of your Government to the principle of promoting the multilateral development of international trade on the unconditional most-favored-nation basis and refer to the exclusive tariff reductions to the Republic of Haiti specifically provided for in the Commercial Agreement between the Dominican Republic and that country signed on August 26, 1941, as modified by an exchange of notes on March 24,

² TS 700, *ante*, p. 216.

1942 by which certain products were added to the list specified in the Commercial Agreement. In this connection you mention the contractual formula for tariff preferences to contiguous countries recommended on September 18, 1941 by the Inter-American Financial and Economic Advisory Committee, and inquire whether, in view of the Committee's recommendation and considering the special and unusual conditions affecting the trade between the Dominican Republic and Haiti, my Government would be willing to refrain from claiming, under the provisions of the *modus vivendi* between our two countries of September 25, 1924, the benefit of the tariff preferences to the Republic of Haiti specifically provided for in the Commercial Agreement of August 26, 1941 as modified by the exchange of notes of March 24, 1942.

I have the honor to inform Your Excellency that my Government, in view of the considerations set forth, agrees not to invoke the pertinent provisions of the *modus vivendi* for the purpose of claiming the benefit of such tariff preferences.

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

A. M. WARREN

His Excellency

ARTURO DESPRADEL,

*Secretary of State for Foreign Affairs,
Ciudad Trujillo, D.R.*

EXCHANGE OF PUBLICATIONS

Exchange of notes at Ciudad Trujillo December 9 and 10, 1942
Entered into force December 10, 1942

56 Stat. 1851; Executive Agreement Series 297

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

No. 34

CIUDAD TRUJILLO, D.R., December 9, 1942

EXCELLENCY:

I have the honor to refer to the Legation's note of October 30 last and to other correspondence and conversations concerning the conclusion of an agreement between the Government of the United States of America and the Government of the Dominican Republic for an exchange of official publications and to express our agreement for that exchange as follows:

There shall be an exchange of official publications between the Government of the United States of America and the Government of the Dominican Republic, which shall be conducted in accordance with the following provisions:

1. The official exchange office for the transmission of publications of the United States of America is the Smithsonian Institution. The official exchange office on the part of the Dominican Republic is the Library of the University of Santo Domingo.

2. The publications exchanged shall be received on behalf of the United States of America by the Library of Congress; on behalf of the Dominican Republic by the Library of the University of Santo Domingo. Official publications shall be understood to include those published in printed or mimeographed form by the two Governments or their official agencies.

3. The Government of the United States shall furnish regularly one copy of each of the publications enumerated in the attached list headed "List 1". This list shall be extended to include, without the necessity of subsequent negotiation, any important publications that may be issued by any instrumentalities of the Government in the future.

4. The Government of the Dominican Republic shall furnish regularly one copy of each of the publications enumerated in the attached list headed "List 2". This list shall be extended to include, without the necessity of sub-

sequent negotiation, any important publications that may be issued by any instrumentalities of the Government in the future.

5. With respect to instrumentalities which at this time do not issue publications and which are not mentioned in the attached lists, it is understood that important publications which they may issue in the future 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. This agreement shall not be understood to modify the already existing exchange agreements between the various Government instrumentalities of the two countries.

Upon the receipt of an identical note from Your Excellency, my Government will consider that the foregoing agreement enters into effect.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

EDWARD P. LAWTON
Chargé d' Affaires ad interim

His Excellency
Lic. ARTURO DESPRADEL
Secretary of State for Foreign Affairs
Ciudad Trujillo, Dom. Rep.

Secretary of State for Foreign Affairs to the American Chargé d' Affaires ad interim

[TRANSLATION]

DOMINICAN REPUBLIC
DEPARTMENT OF STATE
FOR FOREIGN RELATIONS

CIUDAD TRUJILLO
DISTRICT OF SANTO DOMINGO
December 10, 1942

No. 23203-bis

MR. CHARGÉ D'AFFAIRES:

I have the honor to acknowledge the receipt of the kind note no. 34 of the 9th instant, in which you are good enough to propose to the Dominican Government an agreement for an exchange of official publications between the two Governments, on the bases and provisions which appear in the said note, the text of which reads as follows:

[For text of U.S. note, see above.]

I have the honor likewise to inform Your Excellency that the Dominican Government accepts the foregoing provisions for the conclusion of the said agreement, which it considers concluded by the exchange of Your Excellency's above-mentioned note of the 9th instant and this note of reply.

The Dominican Government deems it well to explain that for the reason that due to present difficulties many publications which were formerly issued regularly have been discontinued, this agreement will be carried out on its part so far as its possibilities permit under the difficulties to which reference has been made.

I avail myself of this opportunity to renew to Your Excellency the assurances of my most distinguished consideration.

A. DESPRADEL

His Excellency

EDWARD P. LAWTON,

*Chargé d'Affaires ad interim
of the United States of America,
His Legation.*

LIST 1

LIST OF PUBLICATIONS OF THE UNITED STATES WHICH ARE TO BE FURNISHED IN EXCHANGE

AGRICULTURE, DEPARTMENT OF

Farmers' Bulletin (irregular)
Report of the Secretary of Agriculture (annual)

COMMERCE, DEPARTMENT OF

Annual Report of the Secretary of Commerce

Census, Bureau of the

Abstract (irregular)
Foreign Commerce and Navigation of the United States (annual)
Report (irregular)
Statistical Abstract of the United States (annual)

Foreign and Domestic Commerce, Bureau of

Foreign Commerce Weekly
Survey of Current Business (monthly)

National Bureau of Standards

Technical News Bulletin (monthly)

Weather Bureau

Monthly Weather Review

CONGRESS OF THE UNITED STATES

House Journal (bound)
Senate Journal (bound)
Statutes at Large (bound)
United States Code, and Supplements (bound)

DISTRICT OF COLUMBIA

Report of the Government of the District of Columbia (annual)

FEDERAL SECURITY AGENCY

Education, United States Office of
Education for Victory (semi-monthly)

Public Health Service, United States
Public Health Reports (weekly)

Social Security Board
Social Security Bulletin (monthly)

FEDERAL WORKS AGENCY

Public Roads Administration
Public Roads (monthly)

INTERIOR, DEPARTMENT OF THE

Annual Report of the Secretary of the Interior

Fish and Wildlife Service
Conservation Bulletin (irregular)

Mines, Bureau of
Minerals Yearbook

INTERSTATE COMMERCE COMMISSION

Annual Report

JUSTICE, DEPARTMENT OF

Annual Report of the Attorney General

LABOR, DEPARTMENT OF

Annual Report of the Secretary of Labor

Labor Statistics, Bureau of
Bulletin (irregular)
Monthly Labor Review

LIBRARY OF CONGRESS

Annual Report of the Librarian of Congress

NATIONAL ADVISORY COMMITTEE FOR AERONAUTICS

Annual Report

NATIONAL ARCHIVES, THE

Annual Report

NAVY, DEPARTMENT OF THE

Annual Report of the Secretary of the Navy

Nautical Almanac Office
American Ephemeris and Nautical Almanac (annual)

POST OFFICE DEPARTMENT

Annual Report of the Postmaster General

SMITHSONIAN INSTITUTION

Annual Report

STATE, DEPARTMENT OF

Department of State Bulletin (weekly)
Inter-American Series (irregular)
Foreign Relations of the United States (annual)
Treaty Series (irregular)

TREASURY, DEPARTMENT OF THE

Annual Report of the Secretary of the Treasury

Internal Revenue, Bureau of
Annual Report of the Commissioner of Internal Revenue
Mint, Bureau of the
Annual Report of the Director

WAR, DEPARTMENT OF

Annual Report of the Secretary of War (annual)

LIST NO. 2

LIST OF PUBLICATIONS OF THE DOMINICAN REPUBLIC WHICH ARE TO BE
FURNISHED IN EXCHANGE

PODER LEGISLATIVO

Senado

Boletín (irregular)

Cámara de Diputados

Boletín (irregular)

PODER EJECUTIVO

Presidencia de la República

Mensajes Presidenciales (annual)

Ejército, Marina y Aviación Nacional

Revista Militar (monthly)

Secretaría de Estado de Agricultura, Industria y Trabajo

Memoria (annual)—*Revista de Agricultura* (bi-monthly)

Secretaría de Estado de Educación Pública y Bellas Artes

Memoria (annual)*Revista de Educación* (bi-monthly)

Museo Nacional

Universidad de Santo Domingo

Anales (quarterly)*Anuario* (annual)*Publicaciones* (irregular)

Secretaría de Estado de la Presidencia

Gaceta Oficial (bi-weekly)*Colección de Leyes* (annual)

Dirección General de Estadística

Anuario Estadístico (annual)*Boletín de Estadística Bancaria* (quarterly)*Exportación de la República Dominicana* (monthly)*Importación de la República Dominicana* (monthly)

Dirección del Presupuesto

Ley de Presupuesto

Secretaría de Estado de lo Interior y Policía

Memoria (annual)

Archivo General de la Nación

Boletín (irregular)

Policía Nacional

Dirección General de Obras Públicas

Memoria (annual)

Secretaría de Estado de Relaciones Exteriores

Memoria (annual)

Secretaría de Estado de Sanidad y Beneficencia

Memoria (annual)

Secretaría de Estado del Tesoro y Comercio

Memoria (annual)

Presupuesto de gastos

Oficina del Contralor y Auditor General

Dirección General de Aduanas y Puertos

Cámara de Cuentas

PODER JUDICIAL

Procuraduría General de la República

Revista Jurídica Dominicana (quarterly)

Suprema Corte de Justicia

Boletín Judicial

Academia Dominicana de la Historia

Clío (bi-monthly)

Academia Dominicana de la Lengua

Boletín (irregular)

Consejo Administrativo del Distrito de Santo Domingo

Memoria (annual)*Revista Municipal* (monthly)

NAVAL MISSION

Agreement signed at Washington January 25, 1943

Entered into force January 25, 1943

Expired January 25, 1947

57 Stat. 910; Executive Agreement Series 312

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE DOMINICAN REPUBLIC

In conformity with the request of the Government of the Dominican Republic 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 Dominican Republic under the conditions specified below:

TITLE I

Purpose and Duration

ARTICLE 1. The purpose of this Mission is to cooperate with the Ministry of War and Marine of the Dominican Republic with the object of increasing and perfecting the efficiency of the Dominican Coast Guard and Dominican Aviation and in the various subjects correlated with both.

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 Dominican Republic, unless previously terminated or extended as hereinafter provided. Any member of the Mission may be recalled by the Government of the United States of America after the expiration of two years of service, in which case another member shall be furnished to replace him.

ARTICLE 3. If the Government of the Dominican Republic 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 Dominican Republic 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 War and Marine of the Dominican Republic 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 War and Marine of the Dominican Republic and the Chief of the Mission.

ARTICLE 8. The members of the Mission shall be responsible solely to the Ministry of War and Marine of the Dominican Republic, 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, but shall take precedence over all Dominican Republic officers of the same rank.

ARTICLE 10. Each member of the Mission shall be entitled to all the benefits and privileges which the regulations for the Dominican Armed Forces provide for Dominican 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.

TITLE IV

Compensation and Perquisites

ARTICLE 12. Members of the Mission shall receive from the Government of the Dominican Republic 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 Dominican Republic 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 Dominican Republic or of any of its political or administrative subdivisions. Should there, however, at present or while this Agreement is in effect, be any taxes that might affect this compensation, such taxes shall be borne by the Ministry of War and Marine of the Dominican Republic in order to comply with the provision of this Article that the compensation agreed upon shall be net.

ARTICLE 13. The compensation agreed upon as indicated in the preceding Article shall commence upon the date of departure from the United States of America of each member of the Mission, and, except as otherwise expressly provided in this Agreement, shall continue, following the termination of duty with the Mission, for the return voyage to the United States of America and thereafter for the period of any accumulated leave which may be due.

ARTICLE 14. The compensation due for the period of the return trip and accumulated leave shall be paid to a detached member of the Mission before his departure from the Dominican Republic, and such payment shall be computed for travel by the shortest usually traveled route to the port of entry in the United States of America, regardless of the route and method of travel used by the member of the Mission.

ARTICLE 15. Each member of the Mission and his family shall be furnished by the Government of the Dominican Republic 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 Dominican Republic, both for the outward and for the return voyage. The Government of the Dominican Republic 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 Dominican Republic as well as all expenses incidental to the transportation of such household effects, baggage and automobile from the Dominican Republic to the port of entry in the United States of America. Transportation of such household effects, baggage and automobile shall be effected in one shipment, and all subsequent shipments shall be at the expense of the respective members of the Mission except as otherwise provided in this Agreement, or when such shipments are necessitated by circumstances beyond their control. Payment of expenses for the transportation of families, household effects and automobiles, in the case of personnel who may join the Mission for temporary duty at the request of the Ministry of War and Marine of the Dominican Republic,

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 War and Marine of the Dominican Republic in Washington at such time as the detail of personnel for such temporary duty may be agreed upon.

ARTICLE 16. The Government of the Dominican Republic 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 traveling expenses in the Dominican Republic on official business of the Government of the Dominican Republic shall be provided by the Government of the Dominican Republic in accordance with the provisions of Article 10.

ARTICLE 18. The Government of the Dominican Republic 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 Dominican Republic for use by the members of the Mission for the conduct of the official business of the Mission.

ARTICLE 19. The Government of the Dominican Republic 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 the Dominican Republic, the Government of the Dominican Republic 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 Dominican Republic 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 baggage, household effects and automobile shall be provided as prescribed in Article 15. All compensation due the deceased member, including salary for fifteen (15) days subsequent to his death, and reimbursement for expenses and transportation due the deceased member for travel performed on official business of the Dominican Republic, 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 Dominican Republic shall not engage the services of any personnel of any other foreign government for duties of any nature connected with the Dominican Armed Forces, except by mutual agreement between the Government of the United States of America and the Government of the Dominican Republic.

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 the Dominican Republic, 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 Dominican Republic 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 Dominican Republic.

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 the Dominican Republic 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 and Marine of the Dominican Republic, 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 Dominican Republic shall be paid by the Government of the Dominican Republic. 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 Dominican Republic. 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. The Government of the Dominican Republic shall not be responsible for any indemnity in case of permanent disability to a member of the Mission.

ARTICLE 29. Any member of the Mission unable to perform his duties with the Mission by reason of long continued physical disability shall be replaced.

ARTICLE 30. The 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, Cordell Hull, Secretary of State of the United States of America, and J. M. Troncoso, Envoy Extraordinary and Minister Plenipotentiary of the Dominican Republic at Washington, duly authorized thereto, have signed this Agreement in duplicate in the English and Spanish languages, at Washington, this twenty-fifth day of January, one thousand nine hundred and forty-three.

For the United States of America:

CORDELL HULL [SEAL]

For the Dominican Republic:

J. M. TRONCOSO [SEAL]

PURCHASE BY UNITED STATES OF
EXPORTABLE SURPLUSES OF RICE, CORN,
AND PEANUT MEAL

Exchange of notes at Ciudad Trujillo June 10, 1943, approving memorandum of understanding dated May 20, 1943

Entered into force June 10, 1943

Expired July 1, 1945

57 Stat. 1142; Executive Agreement Series 350

The American Ambassador to the Secretary of State for Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
Ciudad Trujillo, D.R., June 10, 1943

No. 105

EXCELLENCY:

I have the honor to refer to recent conversations held in Washington between the Ambassador of the Dominican Republic, Dr. Jesús María Troncoso, the Special Representative of the Dominican Government, Sr. Manuel de Moya, and representatives of the interested agencies of my Government, regarding the purchase by the Government of the United States of the exportable surplus of a number of Dominican food products.

I enclose herewith a "Memorandum of Understanding" containing a statement of the agreements which were arrived at as a result of the conversations to which reference has been made. If the understanding set forth in the memorandum is acceptable to the Government of the Dominican Republic, this note and Your Excellency's reply thereto will be regarded as placing on record the agreement between our Governments regarding these matters.

Furthermore, I am authorized by my Government to suggest that at Your Excellency's convenience I shall be happy to continue in this capital the discussions concerning other agricultural products which were mentioned in the conversations held in Washington but which have not yet become the subject of an agreement between the two Governments.

Accept, Excellency, the assurances of my most distinguished consideration.

A. M. WARREN

His Excellency

ARTURO DESPRADEL,

*Secretary of State for Foreign Affairs
of the Dominican Republic*

May 20, 1943

MEMORANDUM OF UNDERSTANDING

1. Representatives of the Governments of the United States and of the Dominican Republic have discussed the program of the Dominican Government for agricultural diversification and the supplying of foodstuffs for distribution where needed in other areas of the Caribbean and elsewhere.

2. To aid in this objective the Government of the United States, through its agency, the Commodity Credit Corporation or its nominee, agrees to purchase from this date until July 1, 1945 the entire exportable surplus of rice grown in the Dominican Republic upon the following basis: Commodity Credit Corporation will pay \$7.90, United States currency, per hundred pounds for milled rice, f.a.s. vessel, or warehouse designated by Commodity Credit Corporation, official shipped weight final at Monte Cristi, Puerto Plata, Sánchez, San Pedro de Macorís, La Romana, or Ciudad Trujillo, Dominican Republic. The port of delivery shall be the one designated by Commodity Credit Corporation. The rice shall be delivered in sound usable bags, the cost of which is included in the price. Rice will be accepted, subject to inspection by an approved representative of Commodity Credit Corporation, which is of a quality equal to or better than the requirements for Grade No. 5 (classes I to VII), as defined in the official Milled Rice Standards of the United States, effective May 15, 1942. The rice shall be reasonably well milled and may be dark gray or rosy in color. Requirements for Grade U.S. No. 5 milled rice (classes I to VII) follow: The number of cereal grains, seeds, and heat-damaged kernels in 500 grams shall not exceed a total of 25, of which there shall be not more than 15 heat-damaged kernels and seeds (singly or combined). The quantity of red rice and damaged kernels other than heat-damaged (singly or combined) shall not exceed 6 per cent. The quantity of chalky kernels shall not exceed 6 per cent. The quantity of broken kernels shall not exceed a total of 35 per cent of which there shall be not more than 1 per cent through No. 6 sieve. If a mixture of other classes exceeds 10 per cent the rice is classified and graded as mixed rice.

3. The Government of the United States, through its agency the Commodity Credit Corporation or its nominee, agrees to purchase from July 1, 1943 to July 1, 1945 the entire exportable surplus of corn grown in the Dominican Republic upon the following basis: Commodity Credit Corporation will pay \$2.00, United States currency, per hundred pounds, for shelled corn, f.a.s. vessel, or warehouse designated by Commodity Credit Corporation, official shipped weight final at Monte Cristi, Puerto Plata, Sánchez, San Pedro de Macorís, La Romana, or Ciudad Trujillo, Dominican Republic. The port of delivery shall be the one designated by Commodity Credit Corporation. The corn shall be delivered in sound usable bags, the cost of which is included in the price. Shelled corn will be accepted,

subject to inspection by an approved representative of Commodity Credit Corporation, which is sound, merchantable, and not sour, musty, heating or weevily, which does not have any commercially objectionable foreign odor, which is No. 3 or better Yellow Flint Corn and will at least meet the requirements for No. 3 Yellow Flint Corn as defined in the official Grain Standards of the United States. The definition for No. 3 Yellow Flint Corn is as follows: "The corn shall be shelled, free from weevils, and shall weigh not less than 51 pounds per bushel. It shall contain not more than 4 per cent of cracked corn and foreign material, not more than a total of 7 per cent of damaged kernels of which not more than 0.5 per cent may be heat-damaged and shall not contain more than 17.5 per cent of moisture."

4. The Government of the United States through its agency, the Commodity Credit Corporation, or its nominee, agrees to purchase from July 1, 1943 to July 1, 1945, the entire exportable surplus of peanut meal produced in the Dominican Republic upon the following basis: Commodity Credit Corporation will pay \$35.00 United States Currency per short ton (2000 U.S. pounds) for peanut meal, f.a.s. vessel, or warehouse designated by Commodity Credit Corporation, at Monte Cristi, Puerto Plata, San Pedro de Macorís, La Romana, Sánchez or Ciudad Trujillo, Dominican Republic. The port of delivery shall be the one designated by Commodity Credit Corporation. Peanut meal will be accepted which is prepared in accordance with good commercial practice by the expeller or hydraulic process, and shall be finely ground and free from lumps. The meal shall contain not less than 50 per cent of protein ($N \times 6.25$), calculated on a moisture free basis, and shall contain not more than 10.0 per cent of moisture. (Meal containing 50 per cent of protein calculated on a moisture free basis is equivalent to meal containing 45 per cent of protein on a 10 per cent moisture basis.) For peanut meal containing less than 50 per cent protein, Commodity Credit Corporation shall pay 75 cents a ton less for each percentage point or fraction thereof less than 50 per cent. Peanut meal shall be delivered in sound usable bags, the cost of which is included in the price. Official shipped weights shall be final. All acceptances shall be subject to inspection by an approved representative of Commodity Credit Corporation.

5. The Government of the Dominican Republic through its appropriate agency agrees to transmit to the Commodity Credit Corporation or its representative on January 1, April 1, July 1, and October 1 of each year for the duration of this Memorandum, written statements as to the amount of rice, corn, and peanut meal which it expects to have available for sale to the Commodity Credit Corporation for the three months' period immediately following.

6. A representative of the Commodity Credit Corporation will be stationed in the Dominican Republic to make the purchases of rice, corn, and

peanut meal on the bases hereinbefore stated. The Dominican Government agrees to give this representative adequate notice as to the quantities of the foregoing commodities available for sale and to inform the representative whenever there exist exportable surpluses of soyabean oil or of peanut oil.

7. The Dominican Government agrees to forbid the exportation of corn and peanut meal from July 1, 1943 until July 1, 1945 except by the Commodity Credit Corporation or its nominee. The Dominican Government agrees to forbid the exportation of rice from the present date until July 1, 1945 except by the Commodity Credit Corporation or its nominee.

8. Payments for purchases will be effected by appropriate letters of credit opened in Ciudad Trujillo by the Commodity Credit Corporation or its nominee, in favor of the sellers. The prices hereinbefore stated include the payment by the sellers of all export taxes and other charges, fees or levies of whatsoever nature imposed by the Dominican Government.

9. The "official shipped weight" mentioned in the paragraphs above shall be determined by the representative of the Commodity Credit Corporation stationed in the Dominican Republic.

10. The phrase "exportable surplus" as used in this Memorandum shall include all amounts of a given commodity beyond those normally required for local consumption.

The Secretary of State for Foreign Affairs to the American Ambassador

[TRANSLATION]

DOMINICAN REPUBLIC
DEPARTMENT OF STATE
FOR FOREIGN AFFAIRS

CIUDAD TRUJILLO
DISTRICT OF SANTO DOMINGO
June 10, 1943

11549

MR. AMBASSADOR:

I have the honor to acknowledge the receipt of the kind note of this same date, in which Your Excellency is good enough to refer to the conversations recently held in Washington between the Ambassador of the Dominican Republic, Lic. Jesús Ma. Troncoso, and the special representative of the Dominican Government, Mr. Manuel de Moya, on the one hand, and the representatives of the interested agencies of the Government of the United States of America, on the other, regarding the purchase by your Government of all exportable surpluses of certain Dominican food products.

Your Excellency is good enough to transmit a memorandum, attached to the said note, with the stipulations which were fixed in the above-mentioned conversations for the agreement which might be concluded on this subject between the Governments of the two countries, and you are good enough to add that if these stipulations which are found in the said memorandum

are acceptable to the Dominican Government, your above-mentioned note and this Chancellery's note in reply would be considered as placing on record the agreement of the two Governments on the subject.

The above-mentioned memorandum which Your Excellency was good enough to transmit with your note, copied literally reads as follows:

[For text of memorandum, see p. 260.]

In reply to the said note, I have the honor to inform Your Excellency that the Dominican Government accepts the foregoing stipulations as constituting the agreement which is concluded between the two Governments for the sale of the exportable surpluses of the Dominican food products which are referred to limitatively in the said stipulations.

As a consequence of this acceptance the Dominican Government is interested in making the clarifications which are detailed below:

(1) The obligations contracted by the Dominican Government by the said stipulations in no way affect nor refer to the export permits issued by the competent Dominican authorities prior to the date of this note to the exporting firms situated in this country and concerning the following products covered by the above-mentioned stipulations:

Corn:

Sociedad Comercial Exportadora, C. por A	493, 890 kgs.
Munné & Co. C. por A	1, 323, 722 "
Francisco Marcano	77, 114 "
Teodoro Morales	111, 551 "
Cia. Antillana de Importación & Exportación, C. por A	817, 922 "
Richo M. Schiffino	125, 000 "
J. Arismendi Trujillo Molina	266, 170 "
Pascual Negroni (Representative of Bonnin & Co.)	200, 000 "
TOTAL	3, 415, 369 "
or: 75,292 quintals.	

Rice:

Badui M. Dumit & Co	3, 000 quintals
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This rice is consigned to Aruba and of this quantity 1,500 quintals are being shipped today, from the Monte Cristi dock.

(2) The acceptance which the Dominican Government gives is with the understanding that the competent authorities of the Government of the United States of America will lift the suspension they have placed on the export licenses and priorities granted for the shipment to the Dominican Government of the agricultural machinery and equipment for the intensification and development of agriculture in our country, the acquisition of which was contracted by the Dominican Government under Project No. 11 of Credit No. 266 granted by the Export-Import Bank of Washington, which project has been approved in the amount of \$300,000.

Please accept, Excellency, the assurances of my highest and most distinguished consideration.

A. DESPRADEL

His Excellency

AVRA M. WARREN,

*Ambassador Extraordinary and Plenipotentiary
of the United States of America,
Embassy.*

HEALTH AND SANITATION PROGRAM

Exchange of notes at Ciudad Trujillo June 19 and July 7, 1943

Entered into force July 7, 1943

*Terminated December 31, 1947*¹

57 Stat. 1115; Executive Agreement Series 346

The American Ambassador to the Secretary of State for Foreign Affairs

EMBASSY OF THE

UNITED STATES OF AMERICA

Ciudad Trujillo, D.R., June 19, 1943

No. 107

EXCELLENCY:

I have the honor to refer 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.

If desired by the Government of the Dominican Republic, the Government of the United States is prepared to contribute a sum not to exceed one hundred thousand dollars (\$100,000) for a cooperative program of health and sanitation in the Dominican Republic, 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 technicians in public health to cooperate with the officials of the Government of the Dominican Republic in the execution of the proposed program of health and sanitation.

It is understood that the Government of the Dominican Republic will furnish such personnel, services and funds for local expenditures as it may consider necessary for the efficient development of the program.

It is further understood that a special cooperative service of health and sanitation will be established within the Department of State for Health and Public Welfare, 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 the Dominican Republic 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

¹ An agreement recording the termination and providing for disposition of certain assets was signed at Ciudad Trujillo Feb. 12, 1948, by representatives of Institute of Inter-American Affairs and Dominican Secretary of State for Sanitation and Public Welfare.

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 the Dominican Republic and the appropriate official of the Government of the Dominican Republic.

It is understood that the sum not to exceed one hundred thousand dollars (\$100,000) contributed by the Government of the United States for execution of the cooperative program of health and sanitation in the Dominican Republic will be expended in accordance with mutual agreements between the appropriate official of the Government of the Dominican Republic and a representative of the Institute of Inter-American Affairs in the Dominican Republic.

All projects completed in the prosecution of this program will be the property of the Government of the Dominican Republic.

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.

A. M. WARREN

His Excellency

Lic. ARTURO DESPRADEL

Secretary of State for Foreign Affairs

Ciudad Trujillo, D.R.

The Secretary of State for Foreign Affairs to the American Ambassador

[TRANSLATION]

DOMINICAN REPUBLIC
DEPARTMENT OF STATE
FOR FOREIGN AFFAIRS

CIUDAD TRUJILLO
DISTRICT OF SANTO DOMINGO

13630

July 7, 1943

MR. AMBASSADOR:

I have the honor to acknowledge the receipt of the kind note no. 107 of June 19 last, in which Your Excellency is good enough to communicate to this Department of State the general bases which the Government of the United States of America proposes for the establishment in the Dominican Republic of the Inter-American Cooperative Service of Public Health, in accordance with resolution no. XXX, approved at the Third Consultative

Meeting of Ministers of Foreign Affairs of the American Republics, held at Rio de Janeiro in the month of January 1942.

I take the liberty to transcribe below the text of Your Excellency's above-mentioned note:

[For text of U.S. note, see above.]

In reply to the said note, I have the honor to state to Your Excellency that the Dominican Government accepts the general bases proposed therein for the said end, in the understanding that, as those general bases include all the details which were indicated by the Department of State for Health and Public Welfare of the Dominican Republic for the establishment and execution in the country of the said Inter-American Cooperative Service of Public Health, those details will be clarified subsequently by means of conversations between representatives sent by the Coordinator of Inter-American Affairs of the Government of the United States of America and the Department of State for Health and Public Welfare of the Dominican Republic.

I avail myself of this opportunity to renew to Your Excellency my highest and most distinguished consideration.

A. DESPRADEL

His Excellency

AVRA M. WARREN,

*Ambassador Extraordinary and Plenipotentiary
of the United States of America,
Embassy.*

WORKMEN'S COMPENSATION

*Exchange of notes at Ciudad Trujillo October 14 and 19, 1943
Entered into force October 19, 1943*

57 Stat. 1180; Executive Agreement Series 353

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

EMBASSY OF THE
UNITED STATES OF AMERICA

Ciudad Trujillo, D.R., October 14, 1943

No. 141

EXCELLENCY:

I have the honor to refer to conversations which have taken place between officers of the Dominican Department of State for Foreign Affairs and of the Embassy with respect to compensation benefits which may be claimed by American citizens employed on projects under construction or operation by cost plus contractors with the Government of the United States in the Dominican Republic.

The Congress of the United States by Public Law 208, 77th Congress,¹ as amended by Public Law 784, 77th Congress,² has provided a mandatory and uniform system of compensation benefits as embodied in the Longshoremen's and Harbor Workers' Act, and administered by the United States Employees' Compensation Commission for American nationals employed by contractors in foreign countries on or in connection with United States Government projects.

The purpose of this legislation was two-fold (1) to insure that all American workmen engaged outside the United States on these Government projects would be treated equally and (2) since these American workmen have rights under the compensation acts of the country in which they are working in the absence of some arrangement with that country, there is every possibility of an American workman collecting double benefits. Such double benefits would be ultimately paid for by the United States Government since the contracts above referred to are on a cost-plus-a-fixed-fee basis under which the Government reimburses for such expenditures.

¹ 55 Stat. 622.

² 56 Stat. 1035.

Furthermore, in view of the fact that these workmen performing work in foreign countries are there temporarily it is necessary to provide them and their families (in the event of their death) with a system of benefits administered in the United States as well as in foreign countries, as is the situation under the Longshoremen's and Harbor Workers' Act. This is particularly true since in the event of a workman's disability or death, as the case may be, compensation payments to himself or dependents will continue for a long period of years. If some such arrangement had not been made by Congress (in the passage of Public Laws 208 and 784 hereinabove referred to) it would have been necessary for American workmen or their families to return to foreign countries in order to litigate or collect local compensation benefits.

It is the desire of the Government of the United States that Public Law 208, 77th Congress, as amended by Public Law 784, 77th Congress, will be made the exclusive remedy for workman's compensation, injury or death therein of American employees of American contractors with the United States Government.

Inasmuch as the insurance furnished these American employers is written by American companies it would be appreciated if Your Excellency's government would permit American insurance companies to service the insured risks involved, by furnishing claim adjustors and safety engineers and to maintain any facilities that may be necessary solely and only for such purpose.

I avail myself of the opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

ROBERT NEWBIGIN
Chargé d'Affaires ad interim

His Excellency
MANUEL PEÑA BATLLE
Secretary of State for Foreign Affairs
Ciudad Trujillo, D.R.

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

[TRANSLATION]

DOMINICAN REPUBLIC
DEPARTMENT OF STATE
FOR FOREIGN AFFAIRS

CIUDAD TRUJILLO
DISTRICT OF SANTO DOMINGO
October 19, 1943

21702

MR. CHARGÉ D'AFFAIRES:

I have the honor to acknowledge receipt of your note 141 of October 14, 1943, in which the Embassy, in the name of the Government of the United

States, transmits to the Dominican Government the request quoted below in Spanish translation:

[For text of U.S. note, see above.]

M. PEÑA BATLLE

The Honorable

ROBERT NEWBEGIN

*Chargé d'Affaires ad interim
of the United States of America,
Embassy.*

PURCHASE OF FOOD SURPLUSES

Exchange of notes at Ciudad Trujillo December 17, 1943, and February 11, 1944, approving memorandum of understanding dated November 1, 1943

Entered into force February 11, 1944

Expired July 1, 1945

58 Stat. 1273; Executive Agreement Series 404

The American Ambassador to the Secretary of State for Foreign Affairs

EMBASSY OF THE

UNITED STATES OF AMERICA

Ciudad Trujillo, D.R., December 17, 1943

No. 164

EXCELLENCY:

I have the honor to refer to recent conversations held in Washington between the Special Representative of the Dominican Government, Sr. Manuel de Moya, and representatives of the interested agencies of my government, regarding the purchase by the Government of the United States of the exportable surpluses of a number of Dominican food products.

I enclose herewith a "Memorandum of Understanding" dated November 1, 1943 containing a statement of the agreements which were arrived at as a result of the above-mentioned conversations. For purposes of clarification, I am instructed to point out it is the understanding of my Government that paragraph 8(a) of the Memorandum means that the Commodity Credit Corporation or its nominee is guaranteed the entire exportable surplus of live cattle and that no frozen or prepared beef may be exported in any month until the Commodity Credit Corporation or its nominee has received in that month 1000 head in live form. If the Dominican Government concurs in this understanding, I should appreciate confirmation of such concurrence.

I also desire to invite Your Excellency's attention to paragraph number 3 of the "Memorandum of Understanding", which provides that, upon the exchange of notes, adequate publicity to the contents thereof will be given simultaneously in the United States and in the Dominican Republic. I should therefore appreciate information from Your Excellency at the time of exchange of notes as to the manner of the proposed announcement of the Dominican Government and the date on which its announcement will be made. This information is desired in order that public announcement may

be made simultaneously in the United States and the Dominican Republic.

Accept, Excellency, the assurances of my highest and most distinguished consideration.

A. M. WARREN

Enclosure

His Excellency

Lic. M. A. PEÑA BATLLE,

*Secretary of State for Foreign Affairs,
Ciudad Trujillo, D.R.*

MEMORANDUM OF UNDERSTANDING

1. On September 10, 1943, a memorandum prepared by Mr. Samuel Herman, Foreign Economic Administration; Mr. Robert J. McArdle, Commodity Credit Corporation and Mr. Don Catlett, American Embassy, Dominican Republic, was submitted to Mr. Manuel de Moya at Santiago, Dominican Republic, for submission to the President of the Dominican Republic. This memorandum stated the interest of Commodity Credit Corporation in entering into negotiations with the Dominican Government for the procurement for export of the exportable surpluses of certain named Dominican agricultural products until July 1, 1945. Accordingly, President Trujillo designated Mr. De Moya to enter into the aforesaid negotiations on behalf of the Dominican Republic. Such negotiations ensued in Washington, D.C. on September 27, 1943.

2. This memorandum of understanding embodies the agreements reached as a result of the Washington negotiations. It is initialed officially on behalf of the Dominican Republic by Mr. De Moya and on behalf of the Foreign Economic Administration, the State Department and Commodity Credit Corporation by the proper officials thereof. The understandings contained herein will be incorporated in notes to be exchanged, as soon as possible, by the Government of the United States and the Government of the Dominican Republic in Ciudad Trujillo, Dominican Republic.

3. Upon the exchange of the aforesaid notes, adequate publicity to the contents thereof will be given simultaneously in the United States and in the Dominican Republic.

4. On June 10, 1943, the Dominican Government Foreign Office transmitted note No. 11549¹ accepting the memorandum of understanding of May 20, 1943 by which the Dominican Republic undertook to sell to Commodity Credit Corporation its entire exportable surpluses of rice, corn and peanut meal until July 1, 1945. It is further understood as to that undertaking:

(a) Since Commodity Credit Corporation is the exclusive purchaser for export of such products, no export permits will be required by the Dominican

¹ EAS 350, *ante*, p. 262.

Government of Dominican sellers to Commodity Credit Corporation.

(b) The forthcoming exchange of notes will embody as to rice and corn a detailed *tarifa* or schedule of components of the price to be paid for rice and corn by Commodity Credit Corporation which would include specifically a price to be paid to the *campesinos* or producers. Each *tarifa* will be promulgated officially in the Dominican Republic and will be published throughout the Dominican Republic by the Secretary of Agriculture of the republic. As to corn, this does not affect the agreement by Mr. De Moya on September 10 to arrange for immediate publication by the Secretary of Agriculture of the corn *tarifa* agreed to at Santiago.

(c) As to rice, corn and peanut meal, the Dominican Republic during the life of the agreement with respect thereto will not increase export taxes, and other charges, fees or levies of whatsoever nature applicable thereto.

(d) As to corn and peanut meal, Commodity Credit Corporation, or its representative, shall purchase through one or more of four intermediaries of which two shall be designated by Commodity Credit Corporation and two shall be designated by the Dominican Government. Commodity Credit Corporation, or its representative or intermediaries, shall be free to purchase in any area of the Dominican Republic.

(e) As to rice, Commodity Credit Corporation, or its representative, shall purchase from qualified sellers for export pursuant to applicable legislation of the Dominican Government. This shall not preclude mutual discussions between Commodity Credit Corporation and the Government of the Dominican Government as to some other basis of purchase should the existing method prove inadequate or undesirable.

5. Commodity Credit Corporation, or its nominee, agrees to purchase until July 1, 1945 the entire exportable surplus of shelled peanuts grown in the Dominican Republic upon the following basis: Commodity Credit Corporation will pay \$6.75, United States Currency, per hundred pounds for shelled peanuts, f.a.s. vessel, or warehouse designated by Commodity Credit Corporation, official shipped weight final at Ciudad Trujillo, Dominican Republic. The shelled peanuts shall be delivered in sound usable bags, the cost of which is included in the price. Peanuts will be accepted, subject to inspection by an approved representative of Commodity Credit Corporation, which are equal to Grade U.S. No. 1 red Spanish peanuts.

(a) Only such shelled peanuts shall be considered to be exportable surplus which are in excess of the crushing capacity of peanut crushing facilities in the Dominican Republic devoted to the satisfaction of domestic requirements.

6. Commodity Credit Corporation, or its nominee, agrees to purchase until July 1, 1945, the entire exportable surplus of red kidney beans grown in the Dominican Republic upon the following basis: Commodity Credit Cor-

poration will pay \$5.25, United States Currency, per hundred pounds, for red kidney beans, f.a.s. vessel, or warehouse designated by Commodity Credit Corporation, official shipped weight final at Monte Cristi, Puerto Plata, Sanchez, San Pedro de Macorís, La Romana or Ciudad Trujillo, Dominican Republic. The port of delivery shall be the one designated by Commodity Credit Corporation. The red kidney beans shall be delivered in sound usable bags, the cost of which is included in the price. Red kidney beans shall be accepted which are sound, merchantable and will equal the requirements of U.S. Grade No. 1.

(a) Commodity Credit Corporation will arrange to secure and to sell to the Dominican Government a mutually agreeable quantity of red kidney bean seed to develop the variety of red kidney beans which Commodity Credit Corporation has undertaken to purchase. The Foreign Economic Administration will endeavor by all practical means to facilitate the development of a red kidney bean surplus.

7. Commodity Credit Corporation, or its nominee, agrees to purchase until July 1, 1945, butter, eggs, fresh vegetables and fruits produced or grown in the Dominican Republic upon the following basis: Commodity Credit Corporation desires to be in a position to purchase substantial quantities of the aforementioned perishables. Since refrigerated ocean transportation is controlling and requirements cannot be forecast at this time, it is understood that the Dominican Republic will grant Commodity Credit Corporation the first refusal on all butter, eggs, fresh vegetables and fruits offered for export by vendors. Export permits for these perishables will be granted only to Commodity Credit Corporation or its nominee, except when a written offer of the foodstuff has been made to Commodity Credit Corporation, or its nominee, and a written non-acceptance of the offer is received by the offeror from Commodity Credit Corporation, or when the offeror fails to receive any reply within ten days of its submission.

(a) Whenever Commodity Credit Corporation or its nominee, can forecast requirements for a six months' period it will publically announce in the Dominican Republic, the price and specifications and quantities of the aforesaid perishables which it will buy during the ensuing six months' period and thereafter, during the life of the undertaking, will make similar announcements for similar periods.

(b) It is intended that the above announcement procedure will permit production planning by Dominican producers.

8. Commodity Credit Corporation, or its nominee, agrees to purchase until July 1, 1945, the entire exportable surplus of live cattle produced in the Dominican Republic upon the following basis: Commodity Credit Corporation will pay 12¢, United States Currency, per kilo for live cattle, delivered within reach of ship's tackle at any port of the Dominican Republic

designated by Commodity Credit Corporation. Official shipped weight shall be determined at ship's tackle. Live cattle delivered hereunder may be accepted or rejected by inspectors of Commodity Credit Corporation for failure to meet specifications which shall be: All cattle to be purchased by Commodity Credit Corporation shall be the top grade of steers produced in the Dominican Republic, shall average no less than 1,000 United States pounds in weight, shall be no older than 4 years of age, shall be free of disease, contain no serious bruises and be in condition for export, and be such cattle as will produce wholesome meat for human consumption.

(a) The Government of the Dominican Republic undertakes to issue export licenses only to the Commodity Credit Corporation, or its nominee, for the export of live cattle, or beef, during each month, until the number of live cattle so licensed and exported during such month by Commodity Credit Corporation shall amount to at least 1000 head, and the Government of the Dominican Republic will not permit the exportation of live cattle except by the Commodity Credit Corporation or its nominee. At least 1000 head of the exportable surplus during each month are to be made available for export, and will be exported, in the form of live cattle. Commodity Credit Corporation, or its nominee, will accept offerings of live cattle, under the aforesaid conditions, in the excess of one thousand (1,000) head per month whenever the Dominican Government indicates that such excess will not adversely affect the Dominican domestic economy.

(b) Nothing contained in the paragraph shall be interpreted to relieve the Dominican Republic of the obligation to Commodity Credit Corporation to deliver, or cause the delivery, to Commodity Credit Corporation of 700 head of live cattle at 11¢ per kilo as referred to in the letter of October 12, 1943 by Mr. Leon Falk, Director of Foreign Commodities Division, Commodity Credit Corporation, to Mr. Manuel de Moya.

9. Commodity Credit Corporation, or its nominee, agrees to purchase until July 1, 1945, any exportable surplus of frozen carcasses of beef, produced from cattle of the nature described in Paragraph 8 hereof, offered for sale to Commodity Credit Corporation, or its nominee, to be delivered c.i.f. San Juan, Puerto Rico. Commodity Credit Corporation, or its nominee, will be prepared to pay a price for frozen carcass beef determined on the basis of 13¢ per pound, f.o.b. ocean going vessel, Ciudad Trujillo, Dominican Republic, official shipped weight final, plus a mutually agreed amount representing the cost of a shroud and the cost of ocean freight from Ciudad Trujillo, Dominican Republic to San Juan, Puerto Rico.

(a) Frozen carcasses of beef shall be properly slaughtered in accordance with the applicable rules and regulations of the United States Department of Agriculture and shall be subject to all necessary and proper inspection as

determined by the Commodity Credit Corporation, or its nominee. Maintenance of temperature and condition until delivery at San Juan, Puerto Rico, shall likewise be in accordance with the applicable regulations of the United States Department of Agriculture, or as determined by Commodity Credit Corporation, or its nominee.

(b) The Dominican Republic agrees to forbid the exportation of such frozen carcasses of beef except by Commodity Credit Corporation or its nominees during the period ending July 1, 1945 and beginning on the date the Dominican Republic indicates its assent to the price offered and terms and conditions specified for the purchase of such frozen carcasses of beef by Commodity Credit Corporation.

10. The Government of the Dominican Republic will transmit to Commodity Credit Corporation, or its nominee, on January 1, April 1, July 1, and October 1 of each year for the duration of the agreement, written statements as to the amount of the commodities, relative to which new undertakings are made herein, which it expects to be available for sale to Commodity Credit Corporation for the three months' period immediately following. A similar existing commitment as to rice, corn and peanut meal is not affected hereby.

11. A representative or representatives of Commodity Credit Corporation, or its nominee, will be stationed in the Dominican Republic to make purchases provided for hereunder on the basis hereinbefore stated, and to aid in the effectuation of the other conditions of development and procurement contained herein.

12. Payments for purchases provided for hereunder will be effected by appropriate letters of credit opened in Ciudad Trujillo by Commodity Credit Corporation or its nominee.

13. The "official shipped weight" mentioned in the paragraphs above shall be determined by the representative of the Commodity Credit Corporation, or its nominee, stationed in the Dominican Republic.

14. Commodity Credit Corporation, or its nominee, shall act as the purchasing agency for all agencies of the Government of the United States, including the armed forces, for the purchase of meat, eggs, fresh fruits and vegetables and other foodstuffs which any of such agencies may purchase in the Dominican Republic.

15. In connection with the undertakings provided herein, except as otherwise provided, the Dominican Government agrees to forbid the exportation of the aforesaid commodities or products from the present date until July 1, 1945 except by Commodity Credit Corporation or its nominee. Since Commodity Credit Corporation shall be the exclusive purchaser for export of such commodities or products, no export permits will be required by the

Dominican Government of Dominican sellers to Commodity Credit Corporation or its nominees.

16. The prices hereinabove stated include the payment by the sellers of all export taxes and other charges, fees or levies of whatsoever nature imposed by the Dominican Government and the Dominican Government will not during the life of the undertakings contained herein increase any such existing export taxes, charges, fees or levies of whatsoever nature.

17. The forthcoming exchange of notes will embody as to all commodities or products hereinabove contained, relative to which firm undertakings as to price are made or will be made, detailed tariffs or schedules of components of the prices to be paid for such commodities or products by Commodity Credit Corporation which will include specifically prices to be paid to the campesinos or producers. Each tariffa will be promulgated officially in the Dominican Republic and will be published throughout the Dominican Republic by the Secretary of Agriculture of the Republic.

(a) As to peanuts, it is understood that the tariffa will provide that the campesinos will receive no less than \$2.75 per hundred pounds of unshelled peanuts.

18. Commodity Credit Corporation, or its representative, shall purchase commodities or products hereinabove contained through one or more of four intermediaries of which two shall be designated by Commodity Credit Corporation and two shall be designated by the Dominican Government. Commodity Credit Corporation shall be free to purchase, in its discretion, in any area of the Dominican Republic: *provided, however*, that Commodity Credit Corporation, or its representative, shall consult with the appropriate agency of the Government of the Dominican Republic as to areas within the Dominican Republic in which live cattle shall be purchased.

19. Except as otherwise provided herein, the phrase "exportable surplus" as used herein shall include all amounts of a given commodity beyond those normally required for local consumption.

20. All or any part of Commodity Credit Corporation's right, title, and interest in and obligations under this Memorandum of Understanding may be assigned by the Commodity Credit Corporation to any other agency of the Government of the United States upon the Commodity Credit Corporation giving notice of such assignment to the Government of the Dominican Republic.

Initialed in Washington, D.C. on November 1, 1943.

1. Cleared by phone 11:09 a.m. James Maddox for FEA
2. A. R. Himbert, State Department
3. Leon Falk, Jr., Commodity Credit Corporation
4. M. De Moya, Dominican Republic

The Secretary of State for Foreign Affairs to the American Ambassador

[TRANSLATION]

DOMINICAN REPUBLIC
DEPARTMENT OF STATE
FOR FOREIGN AFFAIRS

CIUDAD TRUJILLO, D.R.

3751

February 11, 1944

MR. AMBASSADOR:

I have the honor to acknowledge the receipt of your courteous note of December 17, 1943, in which Your Excellency refers to the conversations carried on in Washington between the special representative of the Dominican Government, Mr. Manuel de Moya, on the one hand, and the representatives of interested agencies of the Government of the United States of America, on the other, regarding the purchase by your Government of the exportable surpluses of certain food products.

Attached to the above-mentioned note Your Excellency transmits a "Memorandum of Understanding" containing the stipulations which were arrived at as a result of the conversations referred to, the text of which reads thus:

[For text of memorandum of understanding, see p. 272.]

In response to said note, I have the honor to inform Your Excellency that the Dominican Government accepts in their entirety the stipulations set forth as constituting the agreement concluded between the two Governments for the sale of the exportable surpluses of Dominican food products to which the said stipulations refer in a limitative manner.

In relation to paragraph 8 (a) of the memorandum of understanding, my Government desires to explain that the entire exportable surplus of live cattle is guaranteed to the Commodity Credit Corporation or its nominee, and that in no month may there be exported frozen or prepared meats until the Commodity Credit Corporation or its nominee shall have received in that month the stipulated 1,000 head of cattle.

Therefore, my Government understands that any number of cattle existing as a surplus after the consumption needs of the Dominican Republic are satisfied will be sold to the Commodity Credit Corporation or its nominee, even though this number may not reach 1,000 head, in the understanding that only after arriving at that number will it be possible to export frozen or prepared meats.

In accordance with paragraph 4 (b) and paragraph 17 of the agreement with which this note deals, the detailed *tarifa* of schedule of prices which will be paid by the Commodity Credit Corporation and which stipulates also the price which will be paid to the farmers or producers, is as follows:

	Price for the producer:	Price free alongside ship in any of the ports of Ciudad Trujillo, San Pedro de Macoris, Romana, Puerto Plata, Monte Cristi, and Sanchez:
Rice (2d class) (per 100 pounds)	\$6 at any location in the country	\$7.90
Frozen meat (per 100 pounds)		13.00
Red beans (per 100 pounds)	San J. de Ocoa	\$3. 55
	San Juan	3. 20
	El Cercado	3. 00
	Constanza	3. 45
	Jarabacoa	3. 70
		5.25
Corn (per 100 pounds)	Santiago, Moca, La Vega, S. F. de Macoris and all points on the railroad	1. 10
	Puerto Plata, Azua, S. Pedro de Macoris and Ciudad Trujillo	1. 35
	Higüey	1. 15
Shelled peanuts (per 100 pounds)	\$3 per quintal unshelled	2. 00
		6. 75
Cattle (per 100 pounds)	\$9	12. 00
Peanut cake (Meal)		35.00 per ton of 2000 American lbs.

In order to fulfill the terms of paragraph 3 of the agreement, I take pleasure in confirming to Your Excellency the note verbale from this Department of State under date of January 26, 1944, numbered 2170, in which was expressed the agreement of the Dominican Government to make public, simultaneously with the Government of the United States of America, a press release in both countries, with the following text:

"Conclusion of an agreement which stipulates the sale of the entire exportable surplus of several Dominican foodstuffs exclusively to the Government of the United States, through the Foreign Economic Administration, in order to check shortage of food in the Caribbean and other areas was announced today jointly by the Dominican Government and the Department of State of the United States. The agreement shall be in force until June 30, 1945.

"The cooperative efforts of the Government of the Dominican Republic and of its food producers have resulted in an increase in production in these critical times and constitute an important contribution to the total United Nations food-supply program and a contribution to the total available supplies which will be distributed in areas affected by the shortage. It will be of appreciable importance to Puerto Rico and other Caribbean islands which now depend to a great extent on exports of food from the United States.

"Direct shipments of Dominican foods to these islands represent an economy in shipping. The Dominican Government is contributing substantially in this respect by providing a fleet of vessels for inter-island transportation of foodstuffs.

"In conformity with an agreement signed previously, the Dominican Republic is selling to the United States exclusively its surpluses of corn, rice, and peanut cakes, for use in the Caribbean areas. The new agreement adds the items of peanuts, red kidney beans, and live cattle. Moreover, a refusal is granted to the United States for purchases of butter, eggs, fresh vegetables, and fruits."

My Government proposes to release the above for publication in the morning newspapers of Friday, February 18, 1944.

I avail myself of this opportunity to reiterate to Your Excellency the assurances of my highest consideration.

M. A. PEÑA BATLLE

His Excellency

AVRA M. WARREN,

*Ambassador Extraordinary and Plenipotentiary
of the United States of America,
Embassy*

COOPERATIVE EDUCATION PROGRAM

Exchange of notes at Ciudad Trujillo October 13, 1945

Entered into force October 13, 1945

Expired June 30, 1948

60 Stat. 1730; Treaties and Other
International Acts Series 1530

The Secretary of State for Foreign Affairs to the American Ambassador

[TRANSLATION]

DOMINICAN REPUBLIC
DEPARTMENT OF STATE
FOR FOREIGN AFFAIRS

CIUDAD TRUJILLO
DISTRICT OF SANTO DOMINGO
October 13, 1945

24732

MR. AMBASSADOR:

I have the honor to inform Your Excellency that, as a result of the conversations held between the Secretary of State for Education and Fine Arts, Mr. Telésforo R. Calderón, representing the Dominican Government, on the one hand and, on the other, the Inter-American Educational Foundation, Inc., a corporation of the Office of Inter-American Affairs and an Agency of the Government of the United States of America, represented by its President, Mr. Kenneth Holland, there was definitively signed in this city on the 3d instant the agreement for a cooperative educational program which, copied literally, reads as follows:

"The Government of the Dominican Republic (hereinafter called the "Republic"), represented by the Secretary of State for Education and Fine Arts (hereinafter called the "Secretary") and the Inter-American Educational Foundation, Inc., a corporation of the Office of Inter-American Affairs and an Agency of the Government of the United States of America (hereinafter called the "Foundation"), represented by its President, have decided to conclude the following agreement in order to carry out a cooperative educational program to promote Inter-American understanding by bringing about a better interchange of educators, educational ideas and methods between the Dominican Republic and the United States of America, pursuant to Resolution 28 adopted by the First Conference of Ministers and Directors

of Education of the American Republics held in Panama in September and October, 1943, and pursuant to Resolution 58 adopted by the Inter-American Conference on Problems of War and Peace,¹ held at Mexico City in February and March 1945.

"1. The said cooperative educational program may include:

a. Furnishing by the Foundation of a small Field Staff of educational specialists requested by the Secretary for service in the Dominican Republic in carrying out the cooperative educational program;

b. Grants to permit Dominican educators to go to the United States for specialized training, to lecture, to teach and to interchange ideas and experience with United States educators;

c. Exploration and survey in the Dominican Republic of local needs, and resources for carrying out educational projects in the field of physical education at the primary, secondary, and teacher education levels and in the field of vocational education;

d. Development, adaptation, and exchange of suitable teaching materials necessary for the programs mentioned in paragraph c);

e. Local projects needed to implement this program in the Dominican Republic.

"2. The Field Staff of specialists shall be under the direction of an official who shall have the title of "Special Representative, Inter-American Educational Foundation, Inc.," and who shall be the representative of the Foundation in connection with the program to be undertaken in accordance with this agreement. The special representative and the specialists shall not be appointed until the candidates have been previously approved by the Secretary of State for Education and Fine Arts.

"3. There shall be created in the Department of State for Education and Fine Arts, and as a dependency of and attached to the same, a special technical service which shall have the name of "Servicio Cooperativo Interamericano de Educación" (hereinafter called the "Servicio"), which shall act as an intermediary between the Republic and the Foundation and which shall carry out under the authority of the Secretary of State for Education and Fine Arts the Educational Program referred to in this agreement. The Special Representative of the Foundation shall be named as Director of the Servicio.

"4. The activities that shall be carried out by virtue of this agreement and the allocation of funds therefor will be agreed upon in writing by the Secretary and the Special Representative. The decisions will be executed by the Director of the Servicio in accordance with standards approved by the Secretary. The Dominican Educators who will be sent to the United States of America, shall be mutually agreed upon by the Secretary and the Special

¹ 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), p. 129.

Representative, who will agree to the conditions of the Scholarships and the terms of their grants.

"5. The Foundation shall determine and pay the salaries and other expenses payable directly to members of the Field Staff, as well as such other expenses of an administrative nature, as the Foundation may incur in connection with the inauguration and administration of the program in a total amount not to exceed \$37,500, U. S. C., which it will retain in the United States and shall in addition deposit in a Bank of the Dominican Republic mutually agreed upon by the Secretary and the Special Representative of the Foundation, to the account of the Servicio an amount not to exceed \$37,500, U. S. C.

"The Republic shall deposit in the same Bank and to the account of the Servicio the sum of \$75,000, U. S. C., which deposit by the Republic shall be in addition to the Government's regular budget for education. The payments of the deposits shall be made by the Republic and the Foundation on the following dates and in the amounts specified:

	<i>Foundation</i>	<i>Dominican Republic</i>
November 1, 1945	\$12, 500	\$25, 000
November 1, 1946	\$12, 500	\$25, 000
November 1, 1947	\$12, 500	\$25, 000
Total to be deposited	\$37, 500	\$75, 000
Salaries, travel and administrative expenses to be paid in connection with the personnel from the United States	\$37, 500	
Total	\$75, 000	\$75, 000

"The funds deposited by either party for any particular year are not to be drawn against until the funds for the same year are deposited by the other party.

"6. Inasmuch as the program funds will be used entirely for the benefit of the Cooperative Educational Program, the funds introduced into the Dominican Republic by the Foundation for the purpose of the cooperative program shall be exempt from taxes, service charges, investment or deposit requirements, and other currency controls.

"7. In view of the fact that many purchases of materials and supplies and other disbursements relating to the execution of the Program, must necessarily be made in the United States of America, the Secretary and the Special Representative of the Foundation may agree to withhold from the payments to be made by the Foundation into the said Servicio Bank account, as provided in the preceding articles of this agreement, an amount deemed necessary to pay for such purchases and disbursements in the United States of America. Said amount shall be considered as if deposited under the terms of this agreement. Any funds so withheld by the Foundation for such purposes and not expended or obligated therefor shall be deposited in the said Servicio Bank account at any time upon the mutual agreement of the Secretary and the Special Representative of the Foundation.

"8. All contracts necessary to carry out the terms of the projects mutually agreed to as herein provided shall be made in the name of the Servicio and shall be signed by the Secretary and the Director of the Servicio. Personnel to be paid out of the Program funds deposited in the Dominican Republic shall be selected by the Director of the Servicio, subject to the approval of the Secretary. The general policies, programs, and procedures for the execution of the Cooperative Educational Program 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 Special Representative of the Foundation. No disbursement from the said Servicio bank account may be made without the signed authorization of the Director of the Servicio or his delegate and of the Secretary or his delegate. The books and records of the Servicio relating to the said cooperative educational program shall be open at all times for inspection by representatives of the Republic and of the Foundation, and the Director of the Servicio shall render financial reports to the Republic and to the Foundation at such intervals as may be agreed upon between the Secretary and the Special Representative of the Foundation.

"9. The Foundation shall use its best efforts to obtain such assistance and cooperation of the Office of Inter-American Affairs and other Agencies, both public and private, in the United States, as may be appropriate for the execution of the said cooperative educational program. The Republic, in addition to its cash contribution as provided herein, shall (a) appoint specialists, in agreement with the Director of the Servicio, to collaborate with the Field Staff of the Foundation; (b) make available office space, furnishings and such other facilities, materials, equipment and supplies as it may conveniently provide for the said program; and (c) lend the general assistance thereto of the other Departments of the Republic.

"10. The funds payable by the Foundation under this agreement or paid by the parties hereto into the said Servicio bank account shall continue to be available for the said cooperative educational program during the existence of this agreement, without regard to annual periods or fiscal years.

"In the event that upon the expiration of each twelve month period of this agreement, and again six months before its final expiration, the Foundation deems that the funds which it has set aside for the payment of salaries and other expenses directly payable to members of the Field Staff, as provided in Clause 5 hereof, will be more than is needed for the purpose, the Foundation will thereupon advise the Republic of the surplus which it can accordingly make available for projects and such additional sum shall be paid into the Servicio bank account or be otherwise disposed of pursuant to this agreement.

"The Secretary and the Special Representative of the Foundation shall determine by mutual agreement the disposition of any unobligated funds and

of any other property remaining in the control of the Servicio upon the termination of this agreement.

"11. All rights and privileges which are enjoyed by governmental and official divisions or agencies of the Republic shall accrue to the Servicio. Such rights and privileges shall include, for example, free postal, telegraph and telephone service, special government rates on transportation companies, and also freedom and immunity from all types of taxes, (stamp tax, income tax, etc.) as well as from consular charges and customs duties upon imports for the use of the Servicio in the cooperative educational program. The Foundation shall enjoy the same rights and exemptions with respect to its acts and property relating to the cooperative program.

"12. All materials, equipment, and supplies purchased with program funds shall become and remain the property of the Republic and shall be devoted to the program.

"13. Any right, power, or duty conferred by this agreement upon either the Secretary, the Special Representative of the Foundation, or the Director of the Servicio, 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 Special Representative of the Foundation shall have the right to refer any matter directly each to the other for discussion and decision.

"14. The personnel of the Foundation, who are citizens of the United States of America, engaged in carrying out the said cooperative educational program, shall be exempt in the Dominican Republic from all 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. Such employees shall also be exempt from payment of customs or other duties on their personal effects and on equipment and supplies imported or exported for their own use.

"15. This agreement may be amended from time to time if deemed advisable by the parties hereto, such amendments to be in writing and signed by the representatives of the Republic and the Foundation.

"16. The Executive Power of the Republic will take the necessary steps to obtain legislation, decrees, orders or resolutions necessary to carry out the terms of this agreement.

"17. This agreement shall be in force upon the completion of an exchange of notes between the Secretary of State for Foreign Affairs and the American Ambassador, until June 30, 1948, and may be extended by mutual agreement for additional periods. This agreement may be terminated on October 31, 1946, or October 31, 1947, by notice in writing to that effect being given by either party to the other not less than one year prior to either of said dates.

"IN WITNESS WHEREOF, the parties hereto sign this agreement, two originals in Spanish and two originals in English, in Ciudad Trujillo on the 3rd day of October 1945. (Signed): For the Dominican Republic, Telésforo R. Calderón, Secretary of State for Education and Fine Arts; (Signed): For the Inter-American Educational Foundation, Mr. Kenneth Holland, President."

The present note relative to the agreement transcribed above and Your Excellency's reply in a like sense will make the said agreement effective in accordance with article 17.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

M. PEÑA BATLLE

His Excellency,

JOSEPH F. MCGURK,

*Ambassador Extraordinary and Plenipotentiary
of the United States of America,
The Embassy.*

The American Ambassador to the Secretary of State for Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 192

Ciudad Trujillo, R. D., October 13, 1945

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's note of October 13, 1945, transmitting the text of the Cooperative Educational Agreement signed by Señor T. R. Calderón, Secretary of State for Education and Fine Arts, and Mr. Kenneth Holland, President of the Inter-American Educational Foundation on October 3.

The text of the Agreement, as transmitted in Your Excellency's note under reference, is entirely acceptable to my Government.

As stipulated in Article 17, the Agreement is to be effective upon the completion of the present exchange of notes.

Please accept, Excellency, the renewed assurances of my highest consideration.

J. F. MCGURK

His Excellency

Lic. M. A. PEÑA BATLLE,

*Secretary of State for Foreign Affairs,
Ciudad Trujillo, R.D.*

SPECIAL TARIFF POSITION OF PHILIPPINES

Exchange of notes at Washington May 4 and October 7, 1946

Entered into force October 7, 1946

*Terminated May 19, 1950*¹

61 Stat. 2441; Treaties and Other
International Acts Series 1572

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

DEPARTMENT OF STATE

WASHINGTON

May 4 1966

SIR:

With reference to the forthcoming independence of the Philippines on July 4, 1946, my Government considers that provision for a transitional period for dealing with the special tariff position which Philippine products have occupied for many years in the United States is an essential accompaniment to Philippine independence. Accordingly, under the Philippine Trade Act approved April 30, 1946,² goods the growth, produce or manufacture of the Philippines will enter the United States free of duty until 1954, after which they will be subject to gradually and regularly increasing rates of duty or decreasing duty-free quotas until 1974 when general rates will become applicable and all preferences will be completely eliminated.

Since the enactment of the Philippine Independence Act approved March 24, 1934,³ my Government has foreseen the probable necessity of providing for such a transitional period and has since then consistently excepted from most-favored-nation obligations which it has undertaken toward foreign governments advantages which it might continue to accord to Philippine products after the proclamation of Philippine independence. Some thirty instruments in force with other governments, for example, permit the continuation of the exceptional tariff treatment now accorded by my Government to Philippine products, irrespective of the forthcoming change in the Commonwealth's political status.

¹ Date on which the Dominican Republic became a contracting party to the General Agreement on Tariffs and Trade (TIAS 1700, *ante*, vol. 4, p. 641).

² 60 Stat. 141.

³ 48 Stat. 456.

With a view, therefore, to placing the relations between the United States and the Dominican Republic upon the same basis, with respect to the matters involved, as the relations existing under the treaties and agreements referred to in the preceding paragraph, I have the honor to propose that the provisions of the Agreement between the United States and the Dominican Republic effected by an exchange of notes signed September 25, 1924,¹ shall not be understood to require the extension to the Dominican Republic of advantages accorded by the United States to the Philippines.

In view of the imminence of the inauguration of an independent Philippine Government, I should be glad to have the reply of your Government to this proposal at an early date.

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

DEAN ACHESON
Acting Secretary of State

The Honorable
Señor Dr. DON J. R. RODRIGUEZ,
Chargé d'Affaires ad interim
of the Dominican Republic.

The Dominican Ambassador to the Acting Secretary of State

[TRANSLATION]

EMBASSY OF THE DOMINICAN REPUBLIC

WASHINGTON
October 7, 1946

MR. SECRETARY:

I have the honor to refer to Your Excellency's note of the 4th of May of the present year, and to inform Your Excellency, in conformity with instructions that I have received to that effect, that the Dominican Government agrees that the provisions of the Agreement between the United States and the Dominican Republic, effected by an exchange of notes signed the 25th of September 1924, shall not be understood to imply the extension to the Dominican Republic of the advantages accorded by the United States to the Philippines.

Accept, Mr. Secretary, the renewed assurances of my highest consideration.

EMILIO G. GODOY

His Excellency DEAN ACHESON,
Acting Secretary of State
of the United States of America,
Washington, D.C.

¹ TS 700, *ante*, p. 216.

AIR TRANSPORT SERVICES

*Agreement signed at Ciudad Trujillo July 19, 1949, with annex and
exchange of notes*

Entered into force July 19, 1949

63 Stat. 2615; Treaties and Other
International Acts Series 1955

AIR TRANSPORT AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE DOMINICAN REPUBLIC

Having in mind the resolution signed under date of December 7, 1944, at the International Civil Aviation Conference in Chicago, for the adoption of a standard form of agreement for air routes and services, and the desirability of mutually stimulating and promoting the further development of air transportation between the United States of America and the Dominican Republic, the two Governments parties to this arrangement agree that the establishment and development of air transport services between their respective territories shall be governed by the following provisions:

ARTICLE 1

Each contracting party grants to the other contracting party the rights as specified in the Annex hereto necessary for establishing the international civil air routes and services therein described, whether such services be inaugurated immediately or at a later date at the option of the contracting party to whom the rights are granted.

ARTICLE 2

a) Each of the air services so described shall be placed in operation as soon as the contracting party to whom the rights have been granted by Article 1 to designate an airline or airlines for the route concerned has authorized an airline for such route, and contracting party granting the rights shall, subject to Article 6 hereof, be bound to give the appropriate operating permission to the airline or airlines concerned; provided that the airlines so designated may be required to qualify before the competent aeronautical authorities of the contracting party granting the rights under the laws and regulations normally applied by these authorities before being permitted to engage in the operations contemplated by this agreement; and provided that

in areas of hostilities or of military occupation, or in areas affected thereby, such inauguration shall be subject to the approval of the competent military authorities.

ARTICLE 3

In order to prevent discriminatory practices and to assure equality of treatment, both contracting parties agree that:

a) Each of the contracting parties may impose or permit to be imposed just and reasonable charges for the use of public airports and other facilities under its control. Each of the contracting parties agrees, however, that these charges shall not be higher than would be paid for the use of such airports and facilities by its national aircraft engaged in similar international services.

b) Fuel, lubricating oils and spare parts introduced into the territory of one contracting party by the other contracting party or its nationals, and intended solely for use by aircraft of 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 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 routes and services described in the Annex shall, upon arriving in or leaving the territory of the other contracting party, be exempt from customs, inspection fees or similar duties or charges, even though such supplies be used or consumed by such aircraft on flights in that territory.

ARTICLE 4

Certificates of airworthiness, certificates of competency and licenses issued or rendered valid by one contracting party 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 Annex. Each contracting party reserves the right, however, to refuse to recognize, for the purpose of flight above its own territory, certificates of competency and licenses granted to its own nationals by another State.

ARTICLE 5

a) The laws and regulations of one contracting party relating to the admission to or departure from its territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft while within its territory, shall be applied to the aircraft of the other contracting party, and shall be complied with by such aircraft upon entering or departing from or while within the territory of the first party.

b) The laws and regulations of one contracting party as to the admission to or departure from its territory of passengers, crew, or cargo of aircraft,

such as regulations relating to entry, clearance, immigration, passports, customs, and quarantine shall be complied with by or on behalf of such passengers, crew or cargo of the airlines designated by 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 of any airline designated by the other contracting party in the event 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 the airline designated by the other contracting party to comply with the laws and regulations of the contracting party over whose territory it operates as described in Article Five hereof, or otherwise to fulfill the conditions under which the rights are granted in accordance with this agreement and its Annex.

ARTICLE 7

This agreement and all contracts connected therewith shall be registered with the International Civil Aviation Organization.

ARTICLE 8

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 according to their terms.

ARTICLE 9

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 six (6) months 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 10

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 11

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 diplomatic 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 International Civil Aviation Organization from a panel of arbitral personnel maintained in accordance with the practice of International Civil Aviation Organization. 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. A moiety of the expenses of the arbitral tribunal shall be borne by each party.

ARTICLE 12

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 at Ciudad Trujillo this nineteenth day of July 1949, in duplicate in the English and Spanish languages, each of which shall be of equal authenticity.

RALPH H. ACKERMAN [SEAL]

V. D. ORDÓÑEZ [SEAL]

ANNEX TO AIR TRANSPORT AGREEMENT BETWEEN THE GOVERNMENT OF THE
UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE DOMINICAN
REPUBLIC

1. Airlines of the United States authorized under the present agreement are accorded rights of transit and nontraffic stop in the Dominican Republic, as well as the right to pick up and discharge international traffic in passengers, cargo and mail at Ciudad Trujillo, over various routes in both directions from the United States to the Dominican Republic and beyond to Caribbean and South American points.

2. Airlines of the Dominican Republic are accorded rights of transit and nontraffic stop in the territory of the United States of America, as well as the right to pick up and discharge international traffic in passengers, cargo, and mail on the following routes, or via intermediate points, and in both directions:

- (1): The Dominican Republic to Miami.
- (2): The Dominican Republic to San Juan, Puerto Rico.

3. It is agreed between the contracting parties:

A. The air carriers of the two contracting parties operating on routes described in the Annex of said Agreement shall enjoy fair and equal opportunity for the operation of the said routes.

B. That the air transport capacity offered by the carriers of both countries should bear a close relationship to traffic requirements.

C. That in the operation of common sections of trunk routes the air carriers of the contracting parties should take into account their reciprocal interests so as not to affect unduly their respective services.

D. That the services provided by a designated air carrier under this agreement and its Annex shall retain as their primary objective the provision of capacity adequate to the traffic demands between the country of which such air carrier is a national and the country of ultimate destination of the traffic.

E. That the right to embark and to disembark at points in the territory of the other country international traffic destined for or coming from third countries at a point or points specified in this Annex, shall be applied in accordance with the general principles of orderly development to which both Governments subscribe and shall be subject to the general principle that capacity shall be related:

(1) To traffic requirements between the country of origin and the countries of destination;

(2) To the requirements of through airline operation, and

(3) To the traffic requirements of the area through which the airline passes after taking account of local and regional services.

4. Changes made by either contracting party in the routes provided for above, 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 Section 3 of the present Annex, interests of their air carrier

or carriers are prejudiced by the carriage by the air carrier or carriers 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 arrive at a satisfactory agreement.

Points on any of the specified routes may at the option of the designated airlines be omitted on any or all flights. Air services operated on each of the air routes specified may be operated via intermediate points and in both directions.

EXCHANGE OF NOTES

The American Ambassador to the Secretary of State for Foreign Affairs

No. 360

CIUDAD TRUJILLO, D. R., July 19, 1949

EXCELLENCY:

I have the honor to refer to the description of routes to be operated by United States airlines in paragraph 1 of the annex to the air transport agreement signed today by the Government of the United States of America and the Government of the Dominican Republic, and to inform Your Excellency that it is the understanding of my Government that the words "from the United States" shall be construed to include any and all territory under the jurisdiction of the United States.

Please accept, Excellency, the assurances of my highest and most distinguished consideration.

RALPH H. ACKERMAN

His Excellency

Lic. VIRGILIO DÍAZ ORDÓÑEZ,
Secretary of State for Foreign Affairs,
Ciudad Trujillo.

The Secretary of State for Foreign Affairs to the American Ambassador

[TRANSLATION]

DOMINICAN REPUBLIC
DEPARTMENT OF STATE
FOR FOREIGN RELATIONS

CIUDAD TRUJILLO
DISTRICT OF SANTO DOMINGO

July 19, 1949

21589

EXCELLENCY:

I have the honor to acknowledge to Your Excellency receipt of the courteous note No. 360, dated today, and, with reference to the description of routes to be operated by United States airlines in paragraph 1 of the annex

to the air transport agreement signed today by the Government of the Dominican Republic and the Government of the United States of America, to inform Your Excellency that it is the understanding of my Government that the words "from the United States" shall be construed to include any and all territory under the jurisdiction of the United States.

Please accept, Excellency, the assurances of my highest and most distinguished consideration.

V. D. ORDÓÑEZ

His Excellency

RALPH H. ACKERMAN,

*Ambassador Extraordinary and Plenipotentiary
of the United States of America,
Ciudad Trujillo.*

Ecuador

PEACE, FRIENDSHIP, NAVIGATION, AND COMMERCE

Treaty signed at Quito June 13, 1839

Senate advice and consent to ratification July 15, 1840

Ratified by the President of the United States July 31, 1840

Ratified by Ecuador February 19, 1842

Ratifications exchanged at Quito April 9, 1842

Entered into force April 9, 1842

Proclaimed by the President of the United States September 23, 1842

*Provisions relating to commerce and navigation terminated August 25,
1892*¹

8 Stat. 534; Treaty Series 76²

TREATY OF PEACE, FRIENDSHIP, NAVIGATION AND COMMERCE, BETWEEN THE UNITED STATES OF AMERICA AND THE REPUBLIC OF ECUADOR

The United States of America and the Republic of Ecuador, desiring to make lasting and firm, the friendship and good understanding which happily prevails between both nations, have resolved to fix, in a manner, clear, distinct and positive, the rules which shall, in future, be religiously observed between the one and the other, by means of a treaty of friendship, commerce and navigation. For this most desirable object, the President of the United States of America, has conferred full powers on James C. Pickett, a citizen of the said States, and the President of the Republic of Ecuador, on Doctor Luis de Saa, Minister of Finance, charged with the Department of the Interior and Foreign Relations; who, after having exchanged their said full powers, in due and proper form, have agreed to the following articles:

¹ Pursuant to notice of termination by Ecuador dated July 17, 1891.

² For a detailed study of this treaty, see 4 Miller 207.

ARTICLE 1

There shall be a perfect, firm and inviolable peace and sincere friendship, between the United States of America and the Republic of Ecuador, in all the extent of their possessions and territories, and between their people and citizens, respectively, without distinction of persons or places.

ARTICLE 2

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

ARTICLE 3

The two high contracting parties, being likewise desirous of placing the commerce and navigation of their respective countries on the liberal basis of perfect equality and reciprocity, mutually agree, that the citizens of each, may frequent all the coasts and countries of the other, and reside and trade there, in all kinds of produce, manufactures and merchandise; 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. And it is further agreed, that this article shall be subject to the following modification; that whereas by a law of Ecuador of March 21st. 1837, vessels built in the dockyard of Guayaquil, shall be exempted from various charges, therefore, vessels of the United States cannot claim this privilege, but shall enjoy it if it should be granted to vessels belonging to Spain, or to Mexico and to the other Hispano-American Republics.

ARTICLE 4

They likewise agree, that whatever kind of produce, manufactures or merchandise of any foreign country can be, from time to time, lawfully imported into the United States, in their own vessels, may be also imported in the vessels of the Republic of Ecuador; and that no higher or other duties upon the tonnage of the vessel and her cargo, shall be levied and collected, whether the importation be made in the vessels of the one country or of the other: and, in like manner, that whatever kind of produce, manufactures or merchandise of any foreign country, can be, from time to time, lawfully imported

into the Republic of Ecuador 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 of the other. And they 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 Republic of Ecuador.

ARTICLE 5

For the better understanding of the preceding article, and taking into consideration, the actual state of the commercial marine of Ecuador, it has been stipulated and agreed, that all vessels belonging exclusively to a citizen or citizens of said Republic, and whose captain is also a citizen of the same, though the construction or the crew are, or may be foreign, shall be considered for all the objects of this treaty, as an Ecuadorian vessel.

ARTICLE 6

No higher or other duties shall be imposed on the importation into the United States, of any articles, the produce or manufactures of the Republic of Ecuador; and no higher or other duties shall be imposed on the importation into the Republic of Ecuador, 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 Ecuador, 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 Ecuador, to or from the territories of the United States, or to or from the territories of the Republic of Ecuador, which shall not equally extend to all other nations.

ARTICLE 7

It is likewise agreed, that it shall be wholly free for all merchants, commanders of ships and other citizens of both countries, to manage themselves, their own business, in all the ports and places subject to the jurisdiction of each other, as well with respect to the consignment and sale of their goods and merchandise 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 favored nation. They shall be subject, how-

ever, to such general taxes and contributions, as are, or may be established by law.

ARTICLE 8

The citizens of neither of the contracting parties, shall be liable to any embargo, nor be detained with their vessels, cargoes, merchandises, or effects for any military expedition, nor for any public or private purpose whatever, without allowing to those interested, a sufficient indemnification.

ARTICLE 9

Whenever the citizens of either of the contracting parties, shall be forced to seek refuge or asylum, in the rivers, bays, ports or dominions of the other, with their vessels, whether merchant or of war, public or private, through stress of weather, pursuit of pirates or enemies, they shall be received and treated with humanity; giving to them all 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 10

All the ships, merchandise, and the effects belonging to the citizens of one of the contracting parties, which may be captured by pirates, whether within the limits of its jurisdiction or on the high seas, and may be carried or found in the rivers, roads, bays, ports or dominions of the other, shall be delivered up to the owners, 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 11

When any vessels 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 merchandise and effects, without exacting for it, any duty, impost, or contribution whatever, unless they be destined for consumption.

ARTICLE 12

The citizens of each of the contracting parties shall have power to dispose of their personal goods within the jurisdiction of the other, by sale, donation, testament or otherwise, and their representatives, being citizens of the other party, shall succeed to their said personal goods, whether by testament or *ab intestato*, and they may take possession thereof, either by themselves or by

others acting for them, and dispose of the same at their will, paying such duties only, as the inhabitants of the country wherein the said goods are, shall be subject to pay in like cases. And if in the case of real estate, the said heirs would be prevented from entering into the possession of the inheritance on account of their character of aliens, there shall be granted to them, the term of three years, to dispose of the same as they may think proper, and to withdraw the proceeds without molestation, nor any other charges than those which are imposed by the laws of the country.

ARTICLE 13

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

ARTICLE 14

It is likewise agreed that the most perfect and entire security of conscience may be enjoyed by the citizens of both the contracting parties, in the countries subject to the jurisdiction of the one & 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 15

It shall be lawful for the citizens of the United States of America and of the Republic of Ecuador, to sail with their ships, with all manner of liberty and security, no distinction being made who are the proprietors of the merchandises laden thereon, from any port, to the places of those who now are, or hereafter shall be at enmity with either of the contracting parties. It shall likewise be lawful, for the citizens aforesaid, to sail with their ships and merchandises before mentioned, and to trade with the same liberty and security from the places, ports and havens of those who are enemies of both, or either party, without any opposition or disturbance whatsoever; not only directly

from the places of the enemy before mentioned, to neutral places, but also from one place belonging to an enemy, to another place belonging to an enemy, whether they be under the jurisdiction of one power, or under several. And it is hereby stipulated, that free ships shall also give freedom to goods, and that every thing shall be deemed free and exempt, which shall be found on board the ships belonging to the citizens of either of the contracting parties, although the whole lading, or any part thereof, should appertain to the enemies of either; contraband goods being always excepted. It is also agreed in like manner, that the same liberty shall be extended to persons who are on board a free ship, with this effect, that, although they may 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 16

It is likewise agreed that in the case where the neutral flag of one of the contracting parties shall protect the property of the enemies of the other, by virtue of the above stipulations, it shall always be understood, that the neutral property found on board such 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 six 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 & merchandises of the neutral, embarked in such enemy's ship, shall be free.

ARTICLE 17

This liberty of navigation and commerce, shall extend to all kinds of merchandise, excepting those only, which are distinguished by the name of contraband: and under this name of contraband or prohibited goods, shall be comprehended:

1st. Cannons, mortars, howitzers, swivels, blunderbusses, muskets, 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.

2nd. Bucklers, helmets, breastplates, coats of mail, infantrybelts, and clothes made up in military form and for military use.

3rd. Cavalry belts, and horses with their furniture.

4th. And generally, all kinds of arms and instruments of iron, steel, brass, and copper, or of any other materials, manufactured, prepared and formed expressly to make war, by sea or land.

ARTICLE 18

All other merchandises and things, not comprehended in the articles of contraband explicitly enumerated and classified as above, shall be held and considered as free, and subjects of free and lawful commerce, so that they may be carried and transported in the freest manner, by the citizens of both the contracting parties, even to places belonging to an enemy; excepting only, those places, which are, at that time, besieged or blockaded: and to avoid all doubt in this particular, it is declared that those places only are besieged or blockaded which are actually attacked by a belligerent force capable of preventing the entry of a neutral.

ARTICLE 19

The articles of contraband before enumerated and classified, which may be found in a vessel bound for an enemy's port, shall be subject to detention and confiscation, leaving free the rest of the cargo and the ship, that the owners may dispose of them as they may see proper. No vessel of either of the two nations shall be detained on the high seas, on account of having on board, articles of contraband, whenever the master, captain or supercargo of said vessel, will deliver up the articles of contraband to the captor, unless the quantity of such articles be so great or of so large a bulk, that they cannot be received on board the capturing ship, without great inconvenience; but in this and in all other cases of just detention, the vessel detained shall be sent to the nearest convenient and safe port, for trial and judgment according to law.

ARTICLE 20

And whereas it frequently happens, that vessels sail for a port or places belonging to an enemy, without knowing that the same is besieged, blockaded or invested, it is agreed that every vessel so circumstanced, may be turned away from such port or place, but shall not be detained, nor shall any part of her cargo, if not contraband, be confiscated; unless after warning of such blockade or investment, from any officer commanding a vessel of the blockading forces, they shall again attempt to enter; but she shall be permitted to go to any other port or place, she shall think proper. Nor shall any vessel of either, that may have entered into such port before the same was actually besieged, blockaded or invested by the other, be restrained from quitting such place with her cargo; nor, if found therein, after the reduction and surrender, shall such vessel or her cargo be liable to confiscation, but they shall be restored to the owners thereof.

ARTICLE 21

In order to prevent all 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 out of cannon shot, and may send its boats with two or three men only, in order to execute the said examination of the papers, concerning the ownership and cargo of the vessel, without causing the least extortion, violence or ill-treatment, for which, the commanders of the said armed ships, shall be responsible, with their persons and property: for which purpose, the commanders of the said private armed vessels shall, before receiving their commissions, give sufficient security, to answer for all the damages, they may commit; and it is expressly agreed, that the neutral party shall, in no case, be required to go on board the examining vessel, for the purpose of exhibiting his papers, or for any other purpose whatever.

ARTICLE 22

To avoid all kinds 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 ships; as also, the name and place of habitation of the master and commander of said vessel, in order that it may thereby appear that said ship 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 such requisites said vessels may be detained, to be adjudged by the competent tribunal, and may be declared legal prize, unless the said defect shall be proved to be owing to accident, and satisfied or supplied by testimony entirely equivalent.

ARTICLE 23

It is further agreed that the stipulations above expressed relative to the visiting and examination of vessels, shall apply only to those which sail without convoy, & 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 24

It is further agreed, that in all cases, the established courts for prize causes, in the country to which the prizes may be conducted, shall alone take cognizance of them; and whenever such tribunals, of either party, shall pronounce judgment against any vessel, or goods or property claimed by the citizens of the other party, the sentence or decree shall mention the 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 25

Whenever one of the contracting parties shall be engaged in war with another State, no citizen of the other contracting party shall accept a commission or letter of marque, for the purpose of assisting or co-operating hostilely with the said enemy, against the said party so at war, under the pain of being considered as a pirate.

ARTICLE 26

If, by any fatality, which cannot be expected, and which God forbid, the two contracting parties should be engaged in a war with each other, they have agreed, and do agree, now for then, that there shall be allowed the term of six months to the merchants residing on the coasts and in the ports of each other, and the term of one year to those who dwell in the interior, to arrange their business and transport their effects, wherever they please, giving to them, the safe-conduct necessary for it, which may serve as a sufficient protection, until they arrive at the designated port. The citizens of all other occupations, who may be established in the territories or dominions of the United States and the Republic of Ecuador, shall be respected, and maintained in the full enjoyment of their personal liberty and property, unless their particular conduct shall cause them to forfeit this protection, which, in consideration of humanity, the contracting parties engage to give them.

ARTICLE 27

Neither the debts due from individuals of the one nation to the individuals of the other, nor shares, nor moneys which they may have in public funds, nor in public nor private banks, shall ever, in any event of war, or of national difference, be sequestered or confiscated.

ARTICLE 28

Both the contracting parties being desirous of avoiding all inequality in relation to their public communications and official intercourse, have agreed

and do agree, to grant to the envoys, ministers and other public agents, the same favors, immunities and exemptions, which those of the most favored nation do or shall enjoy: it being understood, that whatever favors, immunities or privileges, the United States of America or the Republic of Ecuador may find it proper to give to the ministers and other public agents of any other power, shall, by the same act be extended to those of each of the contracting parties.

ARTICLE 29

To make more effectual the protection which the United States and the Republic of Ecuador 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 favored nation; each contracting party, however, remaining at liberty to except those ports and places, in which the admission and residence of such consuls and vice-consuls, may not seem convenient.

ARTICLE 30

In order that the consuls and vice-consuls of the two contracting parties, may enjoy the rights, prerogatives and immunities which belong to them by their public character, they shall, before entering on the exercise of their functions, exhibit their commission or patent in due form to the Government to which they are accredited, and, having obtained their *exequatur*, they shall be held and considered as such, by all the authorities, magistrates and inhabitants in the consular district in which they reside.

ARTICLE 31

It is likewise agreed that the consuls, their secretaries, officers and persons attached to the service of consuls, they not being citizens of the country in which the consul resides, shall be exempted from all kinds of taxes, imposts and contributions, except those which they shall be obliged to pay on account of commerce or their property, to which the citizens and inhabitants, native and foreign, of the country in which they reside, are subject; being in every thing besides, subject to the laws of the respective States. The archives and papers of the consulates shall be respected inviolably, and, under no pretext whatever, shall any magistrate seize, or in any way interfere with them.

ARTICLE 32

The said consuls shall have power to require the assistance of the authorities of the country, for the arrest, detention and custody, of deserters from the public and private vessels of their country, and for that purpose, they shall address themselves to the courts, judges and officers competent, and shall demand the said deserters in writing; proving by an exhibition of the register

of the vessel's or ship's roll, or other public documents, that those men were part of the said crews, and on this demand so proved, (saving, however, where the contrary is proved,) the delivery shall not be refused. Such deserters, when arrested, shall be put at the disposal of 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 33

For the purpose of more effectually protecting their commerce and navigation, the two contracting parties do hereby agree, as soon hereafter as circumstances will permit them, to form a consular convention, which shall declare especially, the powers and immunities of the consuls and vice-consuls of the respective parties.

ARTICLE 34

It is further agreed, that the words, '*most favored nation*', that occur in this treaty, shall not be so construed as to prevent either of the contracting parties, from concluding any treaty or convention, with any other nation or state, it may think proper, as freely and as fully as though said words were not used: Provided however, that notwithstanding any such treaty or convention, the citizens of the United States shall be placed in Ecuador, with respect to navigation and commerce, upon an equal footing with the subjects of Spain and with the citizens of Mexico and of the other Hispano-American States, with which treaties have been, or may be, concluded; and that the citizens of Ecuador shall be entitled to enjoy, in the United States, the same rights and privileges, with respect to navigation and commerce, that the citizens of the United States enjoy, or shall enjoy, in Ecuador.

ARTICLE 35

The United States of America and the Republic of Ecuador, desiring to make as durable, as circumstances will permit, the relations which are to be established between the two parties, by virtue of this treaty of peace, amity, commerce and navigation, have declared solemnly, and do agree to the following points:

1st. The present treaty shall remain in full force and virtue for the term of twelve years, to be counted from the day of 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 on one year, after such notice

shall have been received by either, from the other party, this treaty, in all its parts relative to commerce and navigation, shall altogether cease and determine, and in all those parts which relate to peace and friendship, it shall be perpetually and permanently binding on both powers.

2nd. If any one or more of the citizens of either party, shall infringe any of the articles of this treaty, such citizen shall be held personally responsible for the same, and harmony and good correspondence between the two nations shall not be interrupted thereby, each party engaging in no way to protect the offender, or sanction such violation.

3rd. If, (what indeed cannot be expected) unfortunately, any of the articles contained in the present treaty, shall be violated or infringed in any way whatever, it is expressly stipulated, that neither of the contracting parties will order or authorize any act of reprisal, nor declare war against the other on complaints of injuries or damages, until the said party considering itself offended, shall first have presented to the other, a statement of such injuries or damages, verified by competent proofs, and demanded justice, and the same shall have been either refused or unreasonably delayed.

4th. Nothing in this treaty shall, however, be construed or operate contrary to former and existing public treaties with other sovereigns and states.

The present treaty of peace, amity, commerce and navigation, shall be approved and ratified by the President of the United States of America, by and with the advice and consent of the Senate thereof, and by the President of the Republic of Ecuador, with the consent and approbation of the Congress of the same; and the ratifications shall be exchanged in the city of Quito, within three years, 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 Ecuador, have signed and sealed these presents.

Done in the city of Quito, on the thirteenth day of June, in the year of our Lord, one thousand eight hundred and thirty-nine, and in the sixty third year of the Independence of the United States of America and the twenty ninth of that of the Republic of Ecuador.

J. C. PICKETT [SEAL]

LUIS DE SAA [SEAL]

CLAIMS: SETTLEMENT OF CASES OF BRIG "JOSEPHINE" AND SCHOONER "RANGER"

Convention signed at Quito June 15, 1849

Ratified by Ecuador June 20, 1849

Entered into force June 20, 1849

5 Miller 581

The Undersigned Chargé d'Affaires of the United States and Marcos Espinel Plenipotentiary of Ecuador being duly authorized to enter into a convention for the payment of the debt which pertains to Ecuador in the indemnification claimed by the owners of the Brig Josephine and of the Schooner Ranger, after exchanging their full powers, have agreed to the following articles.

ARTICLE 1st The Government of Ecuador obligates itself to pay to the order of the Charge d'Affaires of the United States, or to the order of any person or persons duly empowered by the Government of the United States, the sum of five thousand nine hundred and fifty five dollars $\frac{20}{100}$ Spanish, on account of all losses and damages which the owners of the Brig Josephine have claimed through the Legation of the United States, together with interest upon the said sum at the rate of six per cent per annum, to be calculated from the fifth day of May one thousand eight hundred and thirty until paid.

ARTICLE 2^d The Government of Ecuador also agrees to pay to the order of the Chargé d'Affaires of the United States, or to the order of any person or persons duly empowered by the Government of the United States, the sum of one thousand and ninety nine dollars $\frac{42}{100}$ Spanish, on account of the Schooner Ranger and part of her cargo which were confiscated in contravention of the treaty ¹ between the United States and Colombia,² together with interest upon the said sum at the rate of six per cent per annum, to be calculated from the second day of August one thousand eight hundred and twenty five until paid.

¹ TS 52, *ante*, vol. 6, p. 855, COLOMBIA.

² 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.

ARTICLE 3^d It is agreed by the contracting parties that the above-named sums, to be paid respectively on account of the Brig Josephine and of the Schooner Ranger, shall be paid in the following manner, Viz. the sum of two thousand dollars on the first day of July next, the same amount on the first day of October next, and the remainder in three equal annual instalments, to be counted from the twenty seventh day of April one thousand eight hundred and forty nine.

In faith whereof the respective plenipotentiaries have signed the above articles in the English and Spanish languages, and have thereto affixed their seals at the city of Quito, this fifteenth day of June, one thousand eight hundred and forty nine.

VANBRUGH LIVINGSTON	[SEAL]
MÁRCOS ESPINEL	[SEAL]

CLAIMS: SETTLEMENT OF CASE OF BRIG "MORRIS"

Convention signed at Quito February 9, 1850
Entered into force February 9, 1850

5 Miller 665 ¹

CONVENTION

The undersigned, John Trumbull Van Alen, Chargé d'affaires of the United States of America and Antonio Mata, Plenipotentiary on the part of the Republic of the Ecuador, being duly authorized to conclude a convention for the payment of the debt of the Ecuador, on account of the indemnification claimed by the proprietors of the North American Brig "Morris", which was captured and sold by the authorities of Colombia ² in the years eighteen hundred and twenty five and eighteen hundred and twenty six, have agreed to conclude and seal this affair, in all its respects, under the following articles.

ART. 1. The Government of the Ecuador obliges itself to pay, to the order of the Chargé d'affaires of the United States of North America, or to the order of any other person duly authorized by the Government of the United States, the sum of fourteen thousand and sixteen dollars and eighty two hundredths as follows: five thousand four hundred and eighty five dollars for the absolute indemnification of the principal of the losses and injuries which the persons interested in the North American Brig "Morris" have claimed of the Government of the Ecuador, through the Legation of their country, and eight thousand five hundred and thirty one dollars, and eighty two hundredths, for the current interest, at the rate of six per cent per annum from the twelfth of May, eighteen hundred and twenty five, the date of the capture, to the fifteenth of April, eighteen hundred and fifty one, the average time between the dates of payment, according to the conditions of the following article, it being stipulated that, in virtue of this Convention, the proprietors of the Brig "Morris" or persons interested shall have no right, hereafter, to prefer any new demand in relation to this subject.

¹ For details of settlement, see 5 Miller 665.

² 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.

ART. 2. The payment of the capital and interest above expressed shall be made in the following manner, one half of the whole sum on the first of February, and the other half on the first of July, eighteen hundred and fifty one.

ART. 3. This convention shall be presented by the Executive of the Ecuador to the national Congress of this Republic, at its next session, in order that it may approve it and vote the sum necessary for carrying it into effect.

ART. 4. In case that conventions for payment have not been formed between the United States and the Republics of Venezuela and New Granada, relative to the case of the Brig "Morris", the Ecuador shall not be bound by this Convention.

In witness whereof, the undersigned have signed and sealed two copies of this convention, in the city of Quito, capital of the Republic of the Ecuador, on the ninth of February, eighteen hundred and fifty.

JOHN TRUMBULL VAN ALLEN	[SEAL]
ANTON ^o MATA	[SEAL]

CLAIMS: SETTLEMENT OF CASE OF BRIG "NATIVE"

Convention signed at Guayaquil February 5, 1853

Entered into force February 5, 1853

*Terminated in October 1855 upon payment of claim*¹

6 Miller 105¹

The undersigned, to wit, Courtland Cushing Chargé d'Affaires of the United States and Francisco Marcos Plenipotenciary of Ecuador being fully authorized to adjust the payment of the twenty one and a half per cent pertaining to Ecuador in the indemnification claimed for the loss of the N.A. brig "Native" which was seized by the schooner of war "Independence" of the old Republic of Colombia, have agreed to conclude the claim at all points upon the following terms.

ARTICLE 1st

The Government of Ecuador will cause to be paid to the order of the Charge d'Affaires of the United States the sum of seven thousand two hundred and four dollars and sixty five cents (\$7,204.⁶⁵/₁₀₀) in current money, in two equal dividends, one in December of the present year and the other in December of the year 1854, as full and complete indemnification for all the losses and damages which the owners or those interested in the N.A. brig "Native" have claimed of Ecuador, by means of the Legation of the U.S. who shall have no right to prosecute any new claim arising out of the seizure of said vessel by the schooner "Independence" of the Colombian Navy.

ARTICLE 2nd

The said sum of seven thousand two hundred and four dollars and sixty five shall bear interest at the rate of six per cent per annum from the 25th day of April 1848, the day on which the Minister of the United States in Bogota and the Secretary of Foreign Relations of New Grenada³ concluded and signed their Convention² in respect to the same claim of Seth Driggs.

¹ For details of settlement, see 6 Miller 105.

² 5 Miller 437.

³ 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.

ARTICLE 3^d

The aforesaid interest shall be computed until the 15th of June 1854 and the sum total including both principal and interest, shall be divided into two equal parts one payable on the 15th of December of this present year and the other on the 15th day of December 1854.

ARTICLE 4th

This Convention shall be presented by the Executive authority of Ecuador to the next Constitutional Legislature to the end that if it approves thereof, it may appropriate the necessary sum for its exact execution.

In testimony whereof the undersigned have signed two of one tenor, in Guayaquil the 5th of February one thousand eight hundred and fifty three.

COURTLAND CUSHING
F. MARCOS

CLAIMS: THE CASE OF WHALING SHIP "GEORGE HOWLAND"

Agreement signed at Quito November 13, 1857

Entered into force November 13, 1857

*Replaced by agreement of November 25, 1862*¹

7 Miller 707

AGREEMENT

At a conference this day held in the Office of the Legation of the United States in this City, between the Honorable Francisco Javier Salazar, Plenipotentiary on the part of Ecuador for the investigation and adjustment of certain *Claims* of citizens of the United States against this Republic,—and Philo White, Minister Resident and Plenipotentiary in behalf of the United States,—the case of Matthew Howland was taken into consideration, in which a claim for indemnity from Ecuador is based upon alleged losses sustained by his Whale Ship the "George Howland", while under seizure by the Ecuatorian convicts confined on Charles Island (one of the Galápagos Group belonging to this Republic,) in the month of March, 1852.

Although the fact of the seizure of the claimant's vessel, as set forth in his complaint, is not denied, and, in the opinion of both Plenipotentiaries, he is entitled to some degree of indemnity,—yet so defective are the papers and vouchers presented to the commission,—so vague in their phraseology, and so indefinite in the sums stated,—as to cause much perplexity in ascertaining the amount of the loss really sustained by the claimant: In view of these difficulties, therefore, in the proper adjustment of this claim, the undersigned have agreed to recommend to the parties concerned, to assent to the appointment of a *Mixed Commission*, as the fairest and most feasible plan for determining what *amount* of indemnity ought equitably to be paid to Mr. Howland: Such Commission to hold its sessions at Guayaquil, and to be composed of three Gentlemen,—one of whom shall be an Ecuatorian citizen, and receive his appointment from the Central Government of the Republic;

¹ The Mixed Commission called for by the agreement was not constituted. The claim was presented to a commission set up by an agreement of Nov. 25, 1862 (TS 77, *post*, p. 316), which made an award of \$50,000, inclusive of interest and exchange (7 Miller 712).

another to be a citizen of the United States resident in Ecuador, and who shall be designated by the Minister or Consul of that country accredited in this Republic; and the third to be a Foreign Gentleman resident at Guayaquil, and who may be indifferent as to the issues in this question, to be designated by the joint vote of the two first-named Commissioners: Their award to be final as to the amount of indemnity, unless the two Governments shall mutually agree upon a different sum. The actual and necessary expenses of the Commission, will be shared equally between the two parties interested.

The Members who are to constitute the Mixed Commission provided for in this "Agreement", shall be appointed and enter upon the discharge of their duties as soon as the Minister or Consul of the United States shall announce to the Government of Ecuador that the new and amended vouchers expected from the claimant in the case, are received and ready for the use of the Commission in Guayaquil.

In testimony whereof, the undersigned, as Plenipotentiaries in behalf of their respective Governments, have signed and sealed this "Agreement" in triplicate, at the City of Quito, on the thirteenth day of November, in the year One Thousand Eight Hundred and Fifty Seven.

PHILO WHITE	[SEAL]
FRANCISCO JAVIER SALAZAR	[SEAL]

ADJUSTMENT OF CLAIMS

Convention signed at Guayaquil November 25, 1862

Senate advice and consent to ratification January 28, 1863

Ratified by the President of the United States February 13, 1863

Ratified by Ecuador July 26, 1864

Ratifications exchanged at Quito July 27, 1864

Entered into force July 27, 1864

Proclaimed by the President of the United States September 8, 1864

Terminated in March 1874 upon payment of claim

13 Stat. 631; Treaty Series 77 ¹

The United States of America and the Republic of Ecuador desiring to adjust the Claims of citizens of said States against Ecuador, and of citizens of Ecuador against the United States, have, for that purpose, appointed, and conferred full powers respectively, to wit: The President of the United States on Frederick Hassaurek, Minister Resident of the United States in Ecuador, and the President of Ecuador on Juan José Flores, General-in-Chief of the armies of the Republic, who, after exchanging their full powers, which were found in good and proper form, have agreed on the following articles:

ARTICLE 1st

All claims on the part of Corporations, Companies, or individuals, citizens of the United States upon the Government of Ecuador, or of Corporations, Companies or individuals, citizens of Ecuador, upon the Government of the United States, 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 Ecuador. In case of death, absence, resignation, 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 Ecuador respectively, or the Minister of the United States in Ecuador, in the name of his Government, shall forthwith proceed to fill the vacancy thus occasioned. The Commissioners so named shall meet in the City of Guayaquil, within ninety days from the exchange of the ratifications of this Convention; and before proceeding to business, shall make

¹ For a detailed study of this convention, see 8 Miller 869.

solemn oath that they will carefully examine, and impartially decide, according to justice, and in compliance with the provisions of this Convention, all Claims that shall be submitted to them; 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 concerning which they may disagree, or upon any point of difference which may arise in the course of their proceedings. And if they cannot agree in the selection, the umpire shall be appointed by Her Britannic Majesty's Chargé d'Affaires, or (excepting the Minister Resident of the United States) by any other Diplomatic Agent in Quito whom the two high contracting parties shall invite to make such appointment.

ARTICLE 2^d

The arbitrator or umpire being appointed the Commissioners shall, without delay, proceed to examine the claims which may be presented to them by either of the two Governments; 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 commissioner, such papers, in its possession, as may be deemed important to the just determination of any claim or claims.

In cases where they 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 umpire before whom each of the Commissioners may be heard, and whose decision shall be final.

ARTICLE 3^d

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 the umpire; and the aggregate amount of all sums decreed by the Commissioners, and of all sums accruing from awards made by the Umpire under the authority conferred by the fifth Article, shall be paid to the Government to which the respective claimants belong. Payment of said sums shall be made in equal annual instalments to be completed within nine years from the date of the termination of the labors of the Commission; the first payment to be made six months after the same date. To meet these payments both Governments pledge the revenues of their respective nations.

ARTICLE 4th

The Commission shall terminate its labors in twelve months from the date of its organization. They shall keep a record of their proceedings and may appoint a Secretary versed in the knowledge of the English and Spanish languages.

ARTICLE 5th

The proceedings of this Commission shall be final and conclusive with respect to all pending claims. Claims which shall not be presented to the Commission within the twelve months it remains in existence, will be disregarded by both Governments and considered invalid. In the event that, upon the termination of the labors of said Commission, any case or cases should be pending before the Umpire, and awaiting his decision, said umpire is hereby authorised to make his decision or award in such case or cases, and his certificate thereof, in each case, transmitted to each of the two Governments, shall be held to be binding and conclusive; provided, however that his decision shall be given within thirty days from the termination of the labors of the Commission, at the expiration of which thirty days his power and authority shall cease.

ARTICLE 6th

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 Ecuador.

ARTICLE 7th

The present Convention shall be ratified, and the ratifications exchanged in the City of Quito.

In faith whereof we, the respective Plenipotentiaries, have signed this Convention and hereunto affixed our Seals in the City of Guayaquil this twenty fifth day of November, in the year of our Lord 1862.

F. HASSAUREK	[SEAL]
JUAN JOSÉ FLORES	[SEAL]

NATURALIZATION

Convention signed at Washington May 6, 1872

Senate advice and consent to ratification May 23, 1872

Ratified by the President of the United States May 25, 1872

Ratified by Ecuador September 30, 1873

Ratifications exchanged at Washington November 6, 1873

Entered into force November 6, 1873

Proclaimed by the President of the United States November 24, 1873

*Terminated August 25, 1892*¹

18 Stat. 197; Treaty Series 78

The United States of America and the Republic of Ecuador, being desirous of regulating the citizenship of persons who emigrate from Ecuador to the United States, and from the United States to the Republic of Ecuador, have decided to treat on this subject; and for this purpose have named their respective Plenipotentiaries, to wit: the President of the United States, Hamilton Fish, Secretary of State, and the President of the Republic of Ecuador, Don Antonio Flores, accredited as Minister Resident of that Republic to the Government of the United States; 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

Each of the two Republics shall recognize as naturalized citizens of the other, those persons who shall have been therein duly naturalized, after having resided uninterruptedly in their adopted country as long as may be required by its constitution or laws.

This article shall apply as well to those already naturalized in the countries of either of the contracting parties as to those who may be hereafter naturalized.

ARTICLE II

If a naturalized citizen of either country shall renew his residence in that where he was born, without an intention of returning to that where he was naturalized, he shall be held to have reassumed the obligations of his original

¹ Pursuant to notice of termination by Ecuador dated July 17, 1891.

citizenship, and to have renounced that which he had obtained by naturalization.

ARTICLE III

A residence of more than two years in the native country of a naturalized citizen shall be construed as an intention on his part to stay there without returning to that where he was naturalized. This presumption, however, may be rebutted by evidence to the contrary.

ARTICLE IV

Naturalized citizens of either country, on returning to that where they were born, shall be subject to trial and punishment according to the laws, for offences committed before their emigration, saving always the limitations established by law.

ARTICLE V

A declaration of intention to become a citizen shall not have the effect of naturalization.

ARTICLE VI

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

ARTICLE VII

The present convention shall be ratified by the President of the United States, by and with the advice and consent of the Senate thereof, and by the President of the Republic of Ecuador, with the approval of the Congress of that Republic, and the ratifications shall be exchanged at Washington within eighteen months from the date hereof.

In faith whereof the Plenipotentiaries have signed and sealed this convention at the city of Washington this sixth day of May, in the year of our Lord one thousand eight hundred and seventy-two.

HAMILTON FISH	[SEAL]
ANTONIO FLORES	[SEAL]

EXTRADITION

Treaty signed at Quito June 28, 1872

Senate advice and consent to ratification January 6, 1873

Ratified by the President of the United States January 10, 1873

Ratified by Ecuador November 12, 1873

Ratifications exchanged at Quito November 12, 1873

Entered into force November 12, 1873

Proclaimed by the President of the United States December 24, 1873

*Second article supplemented by treaty of September 22, 1939*¹

18 Stat. 199; Treaty Series 79

EXTRADITION TREATY BETWEEN THE UNITED STATES OF AMERICA AND THE REPUBLIC OF ECUADOR

The United States of America and the Republic of Ecuador, having deemed it conducive to the better administration of justice and the prevention of crime within their respective territories that all persons convicted of or accused of the crimes enumerated below, being fugitives from justice, shall be, under certain circumstances, reciprocally delivered up, have resolved to conclude a treaty upon the subject; and the President of the United States has for this purpose named Rumsey Wing, a citizen of the United States, and their Minister-Resident in Ecuador, as Plenipotentiary on the part of the United States, and the President of Ecuador has named Francisco Javier Leon, Minister of the Interior and of Foreign Affairs, as Plenipotentiary on the part of Ecuador; who, having reciprocally communicated their full powers, and the same having been found in good and due form, have agreed upon the following articles, viz:

ARTICLE 1ST

The Government of the United States and the Government of Ecuador mutually agree to deliver up such persons as may have been convicted of or may be accused of the crimes set forth in the following article, committed within the jurisdiction of one of the contracting parties, and who may have sought refuge or be found within the territory of the other; it being understood that this is only to be done when the criminality shall be proved in such

¹ TS 972, *post*, p. 346.

manner that, according to the laws of the country where the fugitive or accused may be found, such persons might be lawfully arrested and tried, had the crime been committed within its jurisdiction.

ARTICLE 2ND

Persons convicted of or accused of any of the following crimes shall be delivered up, in accordance with the provisions of this treaty:

1st. Murder, including assassination, parricide, infanticide, and poisoning.

2d. The crime of rape, arson, piracy, and mutiny on ship-board when the crew, or a part thereof, by fraud or violence against the commanding officer, have taken possession of the vessel.

3d. The crime of burglary, this being understood as the act of breaking or forcing an entrance into another's house with intent to commit any crime; and the crime of robbery, this being defined as the act of taking from the person of another goods or money with criminal intent, using violence or intimidation.

4th. The crime of forgery, which is understood to be the wilful use or circulation of forged papers or public documents.

5th. The fabrication or circulation of counterfeit money, either coin or paper, of public bonds, bank bills and securities, and in general of any kind of titles to or instruments of credit, the counterfeiting of stamps, dies, seals, and marks of the state and of the administrative authorities, and the sale or circulation thereof.

6th. Embezzlement of public property, committed within the jurisdiction of either party, by public officers or depositaries.²

ARTICLE 3RD

The stipulations of this treaty shall not be applicable to crimes or offences of a political character; and the person or persons delivered up, charged with the crimes specified in the foregoing article, shall not be prosecuted for any crime committed previously to that for which his or their extradition may be asked.

ARTICLE 4TH

If the person whose extradition may have been applied for, in accordance with the stipulations of the present treaty, shall have been arrested for offences committed in the country where he has sought refuge, or if he shall have been sentenced therefor, his extradition may be deferred until his acquittal, or the expiration of the term for which he shall have been sentenced.

² For additions to the list of crimes enumerated in the second article, see supplementary treaty of Sept. 22, 1939 (TS 972), *post*, p. 346.

ARTICLE 5TH

Requisitions for the extradition of fugitives from justice shall be made by the respective diplomatic agents of the contracting parties, or, in case of the absence of these from the country or its capital, they may be made by superior consular officers. If the person whose extradition is asked for shall have been convicted of a crime, the requisition must be accompanied by a copy of the sentence of the court that has convicted him, authenticated under its seal, and an attestation of the official character of the judge who has signed it, made by the proper executive authority; also by an authentication of the latter by the Minister or Consul of the United States or Ecuador, respectively. On the contrary, however, when the fugitive is merely charged with crime, a duly authenticated copy of the warrant for his arrest in the country where the crime has been committed, and of any evidence in writing upon which such warrant may have been issued, must accompany the aforesaid requisition. The President of the United States, or the proper executive authority of Ecuador, may then order the arrest of the fugitive, in order that he may be brought before the judicial authority which is competent to examine the question of extradition. If, then, according to the evidence and the law, it be decided that the extradition is due in conformity with this treaty, the fugitive shall be delivered up, according to the forms prescribed in such cases.

ARTICLE 6TH

The expenses of the arrest, detention, and transportation of persons claimed shall be paid by the Government in whose name the requisition shall have been made.

ARTICLE 7TH

This treaty shall continue in force for ten (10) years from the day of the exchange of ratifications; but in case neither party shall have given to the other one (1) year's previous notice of its intention to terminate the same, then this treaty shall continue in force for ten (10) years longer, and so on.

The present treaty shall be ratified, and the ratifications exchanged in the capital of Ecuador, within two months from the day on which the session of the coming Congress of Ecuador shall terminate, which will be in October, 1873.

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

Done in the city of Quito, capital of the Republic of Ecuador, this twenty-eighth day of June, one thousand eight hundred and seventy-two.

RUMSEY WING	[SEAL]
FRANCISCO JAVIER LEON	[SEAL]

ARBITRATION OF SANTOS CLAIM

Convention signed at Quito February 28, 1893

Senate advice and consent to ratification September 11, 1893

Ratified by the President of the United States September 16, 1893

Ratified by Ecuador August 26, 1894

Ratifications exchanged at Washington November 6, 1894

Entered into force November 6, 1894

Proclaimed by the President of the United States November 7, 1894

*Terminated upon fulfillment of its terms*¹

28 Stat. 1205; Treaty Series 80

The United States of America, and the Republic of Ecuador, being desirous of removing all questions of difference between them, and of maintaining their good relations, in a manner consonant to their just interests and dignity, have decided to conclude a convention, and for that purpose have named as their respective Plenipotentiaries, to wit:

The President of the United States; Rowland Blennerhassett Mahany, Envoy Extraordinary and Minister Plenipotentiary of the United States to Ecuador; and

The President of Ecuador;

Honorato Vazquez, Plenipotentiary *ad hoc*, of that Republic,—who, having communicated to each other their respective Full Powers, found in good and due form, have agreed upon the following articles:

ARTICLE I

The two governments agree to refer to the decision of an arbitrator, to be designated in the manner hereinafter provided, the claim presented by the Government of the United States against that of the Republic of Ecuador, in behalf of Julio R. Santos, a native of Ecuador, and naturalized as a citizen of the United States in the year 1874; the said claim being for injuries to his person and property, growing out of his arrest and imprisonment by the authorities of Ecuador, and other acts of the said authorities in the years 1884 and 1885.

¹ The arbitrator made an award of \$40,000 in favor of the claimant.

ARTICLE II

1. In order to secure the services of a competent and impartial arbitrator, it is agreed that the Government of Her Britannic Majesty be requested to authorize its diplomatic representative in Quito, to act in that capacity; or in the case of his absence from the country, that this permission be given his successor.

2. In case of the failure of the diplomatic representative of Her Britannic Majesty's Government, or of the successor of the said representative, to act as such arbiter, then the said representative, or his successor, be requested to name an arbitrator who shall not be a citizen either of the United States or of Ecuador.

3. Any vacancy in the office of Arbitrator, to be filled in the same manner as the original appointment.

ARTICLE III

1. As soon as may be after the designation of the Arbitrator, not to exceed the period of ninety days, the written or printed case of each of the contracting parties, accompanied by the documents, the official correspondence and other evidence on which each relies, shall be delivered to the Arbitrator, and to the agent of the other party; and within ninety days after such delivery and exchange of the cases of the two parties, either party may, in like manner, deliver to the Arbitrator, and to the agent of the other side, a counter case to the documents and evidence presented by the other party, with such written or printed argument as may, by each, be deemed proper. And each government shall furnish upon the request of the other, or its agent, such papers in its possession as may be deemed important to the just determination of the claim.

2. Within the last named period of ninety days, the Arbitrator may also call for such evidence as he may deem proper, to be furnished within the same period; and shall also receive such oral and documentary evidence as each government may offer. Each government shall also furnish, upon the requisition of the Arbitrator, all documents in its possession, which may be deemed by him as material to the just determination of the claim.

3. Within sixty days after the last mentioned period of ninety days, the Arbitrator shall render his opinions and decisions in writing, and certify the same to the two governments. These decisions and opinions shall embrace the following points, to-wit:

(a) Whether, according to the evidence adduced, Julio R. Santos, by his return to and residence in Ecuador, did or did not, under the provisions of the Treaty of Naturalization between the two Governments, concluded May 6, 1872,² forfeit his United States citizenship as to Ecuador, and resume the obligations of the latter country.

² TS 78, *ante*, p. 319.

(b) If he did not so forfeit his United States citizenship, whether or not it was shown by the evidence adduced, that Julio R. Santos has been guilty of such acts of unfriendliness and hostility to the Government of Ecuador, as, under the Law of Nations, deprived him of the consideration and protection due a neutral citizen of a friendly Nation.

ARTICLE IV

1. In case either one or the other of the points recited in clauses (a) and (b) of the last preceding article, should be decided in favor of the contention of the Government of Ecuador, said Government shall be held to no further responsibility to that of the United States for arrest, imprisonment, and other acts of the authorities of Ecuador towards Julio R. Santos, during the years 1884 and 1885.

2. On the other hand, should the Arbitrator decide the above recited points against the contention of Ecuador, he shall, after a careful examination of the evidence touching the injuries and losses to the person and property of the said Santos, which shall have been laid before him concerning the arrest and imprisonment of said Santos, and other acts of the authorities of Ecuador towards him, during the years 1884 and 1885, award such damages for said injuries and losses as may be just and equitable; which shall be certified to the two Governments and shall be final and conclusive.

ARTICLE V

1. Both Governments agree to treat the decisions of the Arbitrator and his award as final and conclusive.

2. Should a pecuniary indemnity be awarded, it shall be specified in the gold coin of the United States, and shall be paid to the government thereof within sixty days after the beginning of the first session of the Congress of Ecuador, held subsequent to the rendition of the award, and the said award shall bear interest at six per centum from the date of its rendition.

3. The Government of Ecuador, however, reserves the right to pay, before the expiration of the above stated time, the whole amount to the Government of the United States, with interest at six per centum from the date of the announcement of the award till the date of the payment thereof.

ARTICLE VI

1. Each government shall pay its own agent and counsel, if any, for the expenses of preparing and submitting its case to the Arbitrator.

2. All other expenses, including reasonable compensation to the Secretary, if any, of the Arbitrator, shall be paid upon the certificates of the Arbitrator, by the two Governments in equal moieties.

ARTICLE VII

The present convention shall be ratified by the President of the United States, by and with the advice and consent of the Senate thereof; by the Congress of Ecuador and by the President thereof; and the ratifications exchanged at Washington as soon as possible.

In faith whereof, the Plenipotentiaries have signed and sealed this Convention in duplicate, in the City of Quito, this twenty eighth day of February, in the year of our Lord one thousand eight hundred and ninety three.

ROWLAND BLENNERHASSETT MAHANY	[SEAL]
HONORATO VÁZQUEZ	[SEAL]

ARBITRATION

Convention signed at Washington January 7, 1909

Senate advice and consent to ratification January 13, 1909

Ratified by the President of the United States March 1, 1909

Ratified by Ecuador November 5, 1909

Ratifications exchanged at Washington June 22, 1910

Entered into force June 22, 1910

Proclaimed by the President of the United States June 23, 1910

36 Stat. 2456; Treaty Series 549

The Government of the United States of America, signatory of the two conventions for the Pacific Settlement of International Disputes, concluded at The Hague, respectively, on July 29, 1899,¹ and October 18, 1907,² and the Government of the Republic of Ecuador, adherent to the said convention of July 29, 1899, and signatory of the said convention of October 18, 1907;

Taking into consideration that by Article XIX of the convention of July 29, 1899, and by Article XL of the convention of October 18, 1907, the High Contracting Parties have reserved to themselves the right of concluding Agreements, with a view to referring to arbitration all questions which they shall consider possible to submit to such treatment;

Have authorized the undersigned to conclude the following Convention:

ARTICLE I

Differences which may arise of a legal nature, or relating to the interpretation of treaties existing between the two Contracting Parties, and which it may not have been possible to settle by diplomacy, shall be referred to the Permanent Court of Arbitration established at The Hague by the convention of the 29th July, 1899, for the Pacific Settlement of International Disputes, and maintained by The Hague Convention of the 18th October, 1907; provided, nevertheless, that they do not affect the vital interests, the independence, or the honor of the two Contracting States, and do not concern the interests of third Parties.

¹ TS 392, *ante*, vol. 1, p. 230.

² TS 536, *ante*, vol. 1, p. 577.

ARTICLE II

In each individual case the High Contracting Parties, before appealing to the Permanent Court of Arbitration, shall conclude a special Agreement, defining clearly the matter in dispute, the scope of the powers of the arbitrators, and the periods to be fixed for the formation of the Arbitral Tribunal and the several stages of the procedure. It is understood that on the part of the United States such special agreements will be made by the President of the United States, by and with the advice and consent of the Senate thereof, and on the part of Ecuador 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 Ecuador 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 seventh day of January, in the year one thousand nine hundred and nine.

ELIHU ROOT	[SEAL]
L. F. CARBO	[SEAL]

ADVANCEMENT OF PEACE

Treaty signed at Washington October 13, 1914

Senate advice and consent to ratification October 20, 1914

Ratified by Ecuador November 10, 1915

Ratified by the President of the United States January 4, 1916

Ratifications exchanged at Washington January 22, 1916

Entered into force January 22, 1916

Proclaimed by the President of the United States January 24, 1916

39 Stat. 1650; Treaty Series 622

The Governments of the United States of America and of the Republic of Ecuador, being desirous of once more contributing to the consolidation of their traditional policy of peace and amity and also to advance the diffusion of the spirit of universal peace, have resolved to enter into a special treaty and to that end have appointed as their plenipotentiaries:

The President of the United States of America: The Honorable William Jennings Bryan, Secretary of State; and

The President of the Republic of Ecuador: Señor Dr. Don Gonzalo S. Córdova, Envoy Extraordinary and Minister Plenipotentiary of the Republic of Ecuador to the United States of America;

Who, after having communicated to each other their respective full powers, found to be in proper form, have agreed upon the following articles:

ARTICLE I

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, and which it has not been possible to adjust through diplomatic methods, be referred for investigation and report to an International Commission to be constituted in the manner prescribed in the following article. And they further agree not to declare war or commit any act of hostility against each other, during such investigation and before the report is submitted.

ARTICLE II

The International Commission mentioned in the preceding article shall be composed of five members, to be appointed as follows: Each Government

shall appoint two members, one of whom shall be a citizen of the country whose government appoints him, and the other a citizen of 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 of the two contracting countries. In case of disagreement regarding the appointment of the fifth member, the two Governments shall request the President of the Swiss Confederation to choose such member. Said fifth member shall be of right the President of the International Commission.

Each Government shall have the right to revoke the appointment of either or both of the members chosen by it, at any time before the investigation is begun, but must appoint his or their successors at the time his or their appointments are revoked. If the fifth member be chosen by common agreement between the High Contracting Parties, they may also at any time before the investigation is begun, withdraw their approval, but shall in such case come to an agreement within the next thirty days as to the appointment of a successor or request the President of the Swiss Confederation to make such appointment. Vacancies due to other causes than those enumerated in this article shall be filled in the manner established for the original appointment, and the new appointments shall not be delayed more than fifteen days from the date on which notice of the vacancy was received. The International Commission shall organize within six months after the exchange of the ratifications of this treaty, and shall report its organization to both Governments on the same date. It shall prescribe the rules of practice to be observed in the discharge of its mission, and shall also designate the place where the investigations are to be conducted. The expenses of the Commission and the compensation of its members shall be paid by the two contracting Governments in equal proportion.

ARTICLE III

In case the High Contracting Parties shall have failed to adjust their disputes by diplomatic methods, they shall at once be referred to the International Commission for investigation and report, and either of the two interested governments may make the respective reference. The High Contracting Parties agree to furnish the International Commission with all the facilities which it requires for the proper discharge of its trust, and it shall complete its investigation and submit its report within a period of one year from the date on which it shall declare its investigation to have begun. If for reasons of *force majeure* it shall not have found it possible to complete its investigation or submit its report within the said period, it may be extended for six months more, if the High Contracting Parties agree in this respect. Upon the submission of its report by the International Commission, or if for any reason whatsoever no report is submitted within the term fixed in this article, the High Contracting Parties reserve the right to act in the subject matter of the investigation and report as their respective interests may demand.

ARTICLE IV

The present treaty shall be ratified by the respective Governments in accordance with the provisions of their respective constitutions, and the ratifications shall be exchanged as soon as possible.

This treaty shall continue in force for five years from the date of the exchange of ratifications and if notice of an intention to terminate it is not given by one of the Contracting Parties to the other one year before the termination of this period, it shall be considered as renewed for another year, and so on successively. A strict and faithful observance of the preceding articles is entrusted to the honor of the signatory nations.

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 October, in the year of our Lord nineteen hundred and fourteen.

WILLIAM JENNINGS BRYAN	[SEAL]
G. S. CÓRDOVA	[SEAL]

MOST-FAVORED-NATION TREATMENT IN CUSTOMS MATTERS

Exchange of notes at Washington June 12, 1936

Entered into force June 12, 1936

*Superseded October 23, 1938, by agreement of August 6, 1938*¹

49 Stat. 4013; Executive Agreement Series 93

The Secretary of State to the Ecuadorean Minister

DEPARTMENT OF STATE
WASHINGTON, June 12, 1936

SIR:

I have the honor to make the following statement of my understanding of the agreement reached through recent conversations held at Washington by representatives of the Government of the United States of America and the Government of the Republic of Ecuador with reference to the treatment which the United States of America shall accord to the commerce of the Republic of Ecuador and which the Republic of Ecuador shall accord to the commerce of the United States of America.

1. These conversations have disclosed a mutual understanding between the two Governments which is that, in respect to import, export and other duties and charges affecting commerce, as well as in respect to transit, warehousing and other facilities, the United States of America will accord to the Republic of Ecuador and the Republic of Ecuador will accord to the United States of America, its territories and possessions, unconditional most-favored-nation treatment.

2. Accordingly, it is understood that with respect to customs duties or charges of any kind imposed on or in connection with importation or exportation, and with respect to the method of levying such duties or charges, and with respect to all rules and formalities in connection with importation or exportation, and with respect to all laws or regulations affecting the sale or use of imported goods within the country, any advantage, favor, privilege

¹ EAS 133, *post*, p. 338.

or immunity which has been or may hereafter be granted by the United States of America or the Republic of Ecuador 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 Ecuador or the United States of America, respectively.

3. 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.

4. 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 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.

5. The present agreement becomes operative on this twelfth day of June, 1936, and shall continue in force until superseded by a more comprehensive commercial agreement or by a definitive treaty of commerce and navigation, or until denounced by either country by advance written notice of not less than thirty days.

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

CORDELL HULL

The Honorable
Capitán COLÓN ELOY ALFARO,
Minister of Ecuador.

The Ecuadorean Minister to the Secretary of State

[TRANSLATION]

LEGATION OF ECUADOR
WASHINGTON

June 12th, 1936

No. 16

SIR,

I have the honor to make the following statement of my understanding of the Agreement reached through recent conversations held at Washington by representatives of the Government of the United States of America and the Government of the Republic of Ecuador with reference to the treatment which the United States of America shall accord to the commerce of the

Republic of Ecuador and which the Republic of Ecuador shall accord to the commerce of the United States of America.

[For text of understanding, see numbered paragraphs of U.S. note, above.]

Accept, Sir, etc.

C. E. ALFARO

His Excellency Mr. CORDELL HULL,
Secretary of State,
Washington.

WAIVER OF VISA FEES FOR NONIMMIGRANTS

Exchange of notes at Quito July 2 and 4, 1936

Entered into force July 20, 1936

*Terminated February 6, 1963, by agreement of December 11, 1962,
and January 7, 1963¹*

Department of State files

The American Minister to the Minister of Foreign Affairs

No. 88

QUITO, July 2, 1936

EXCELLENCY:

With reference to Your Excellency's courteous note No. 80 of June 16, 1936, proposing the conclusion of a reciprocal agreement for the waiver of passport visa and application fees for Ecuadorean citizens and American nationals who are nonimmigrants, I have the honor to state that my Government has given favorable consideration to the proposal and has authorized me to conclude such an agreement by an exchange of notes.

With the purpose in view of setting forth the exact scope of the agreement as agreed in our conversations, I venture to restate my understanding of the terms and to request Your Excellency's confirmation.

The Government of the United States of America will, from the 20th of July, 1936, collect no fee for visaing passports or executing applications therefor in case of citizens of the Republic of Ecuador 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 1924,² as amended by the Act of July 6, 1932; 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 between the United States and the foreign state of which he is a national under and in pursuance of the pro-

¹ 14 UST 757; TIAS 5354.

² 43 Stat. 153.

visions of a treaty of commerce and navigation, and his wife, and his unmarried children under twenty-one years of age, if accompanying or following to join him;" and the Government of the Republic of Ecuador will, from the same date, collect no fee for visaing the passports or executing the applications of nonimmigrant nationals of the United States of like classes desiring to visit the Republic of Ecuador.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

ANTONIO C. GONZALEZ

His Excellency

Señor General Don

ANGEL ISAAC CHIRIBOGA,

Minister for Foreign Affairs,

Quito, Ecuador.

The Minister of Foreign Affairs to the American Minister

[TRANSLATION]

REPUBLIC OF ECUADOR

MINISTRY OF FOREIGN RELATIONS

PROTOCOL SECTION

92

QUITO, July 4, 1936

MR. MINISTER:

I have the honor to acknowledge the receipt of the courteous note No. 88 of the 2nd instant in which Your Excellency is good enough to reply to my communication No. 80 of June 16th last, stating that the Government of the United States has given favorable consideration to the proposal which I ventured to make to Your Excellency to conclude a reciprocal agreement for the waiver of the fees for the application and the visa of passports of Ecuadorean citizens and American nationals who are not immigrants. With this understanding, Your Excellency informs me that you have been authorized to conclude the said agreement by means of an exchange of notes.

Inasmuch as this Department is in conformity with the exact scope of the agreement as set forth by Your Excellency in the note to which I am replying, I have pleasure in setting forth below the formal text of the said agreement:

[For text of agreement, see third paragraph of U.S. note, above.]

I avail myself of this opportunity to reiterate to Your Excellency the assurances of my highest and most distinguished consideration.

A. I. CHIRIBOGA

His Excellency

ANTONIO C. GONZALEZ,

*Envoy Extraordinary and Minister Plenipotentiary
of the United States of America.*

RECIPROCAL TRADE

*Agreement signed at Quito August 6, 1938*¹

Proclaimed by Ecuador August 6, 1938

Proclaimed by the President of the United States September 23, 1938, as corrected by exchanges of notes August 6 and September 9 and 13, 1938

Entered into force October 23, 1938

*Modified by agreement of March 2, 1942*²

*Terminated July 17, 1956*³

53 Stat. 1951; Executive Agreement Series 133

The President of the United States of America and the Supreme Chief of the Republic of Ecuador, being desirous of strengthening the traditional bonds of friendship between the two countries by maintaining the principle of equality of treatment as the basis of commercial relations and by granting mutual and reciprocal concessions and advantages for the promotion of trade, have through their respective Plenipotentiaries arrived at the following Agreement:

ARTICLE I

Articles the growth, produce or manufacture of the United States of America, enumerated and described in Schedule I¹ annexed to this Agreement and made a part thereof, shall, on their importation into the Republic of Ecuador, be exempt from ordinary customs duties in excess of those set forth in the said Schedule. The said articles shall also be exempt from all other duties, taxes, fees, charges or exactions, imposed on or in connection with importation, in excess of those imposed on the day of the signature of this Agreement or required to be imposed thereafter under laws of the Republic of Ecuador in force on the day of the signature of this Agreement.

ARTICLE II

Articles the growth, produce or manufacture of the Republic of Ecuador, 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

¹ For schedules annexed to agreement, see 53 Stat. 1968 or p. 18 of EAS 133.

² EAS 248, *post*, p. 372.

³ Pursuant to notice of termination given by the United States Jan. 17, 1956.

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 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 Republic of Ecuador agree that the notes included in Schedules I and II are hereby given force and effect as integral parts of this Agreement.

ARTICLE V

Articles the growth, produce or manufacture of the United States of America or the Republic of Ecuador, 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 the Republic of Ecuador, 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 Ecuador and the United States of America, respectively, in force on the day of the signature of this Agreement.

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 Republic of Ecuador 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 Ecuador enumerated and described in Schedule II, except as otherwise specifically provided for in the said Schedules.

The foregoing provision shall not apply to quantitative restrictions in whatever form imposed by the United States of America or the Republic of Ecuador 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, or imposed in order to maintain the exchange value of the currency of the country. 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 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 VIII

1. If the Government of the United States of America or the Government of the Republic of Ecuador 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 any action shall:

(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 Ecuador 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 IX

In the event that the Government of the United States of America or the Government of the Republic of Ecuador 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 X

In the event that the Government of the United States of America or the Government of the Republic of Ecuador establishes or maintains, directly or indirectly, any form of control of the means of international payment, it shall, in the administration of such control:

(a) Impose no prohibition, restriction, nor delay on the transfer of payment for imported articles the growth, produce, or manufacture of the other country, or of payments necessary for and incidental to the importation of such articles;

(b) Accord unconditionally, with respect to rates of exchange and taxes or surcharges on exchange transactions in connection with payments for or payments necessary and incidental to the importation of 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.

In the event that the Government of either country shall make representations concerning the application by the Government of the other country of the provisions of this Article, the Government of such other country shall give sympathetic consideration to such representations, and if, within thirty days after the receipt of such representations, a satisfactory adjustment has not been made or an agreement has not been reached with respect to such representations, the Government making them may, within fifteen days after the expiration of the aforesaid period of thirty days, terminate this Agreement on thirty days' written notice.

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 the Republic of Ecuador 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 Ecuador or the United States of America, respectively.

ARTICLE XII

Laws, regulations of administrative authorities and decisions of administrative or judicial authorities of the United States of America or the Republic of Ecuador, 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 Ecuador 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 pro-

tection of human, animal, or plant life, or relating to public safety, or giving effect to judicial decisions.

ARTICLE XIII

In the event that the rate of exchange between the currencies of the United States of America and the Republic of Ecuador 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 XIV

Greater than nominal penalties will not be imposed in the United States of America or in the Republic of Ecuador 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.

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.

ARTICLE XV

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

Subject to the reservations set forth in the third and fourth paragraphs 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 Republic of Ecuador, imported from or exported to any territory under the sovereignty or authority of the other country. It is understood, however, that the provisions of this paragraph do not apply to the Panama Canal Zone.

The advantages now accorded or which may hereafter be accorded by the United States of America or the Republic of Ecuador 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 Ecuador may become a party so long as such advantages are not extended to any other country, shall be excepted from the operation of this Agreement.

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

Subject to the requirement that, under like circumstances and conditions, there shall be no arbitrary discrimination by either country against the other country in favor of any third country, and without prejudice to the provisions of the second and third paragraphs of Article XIV, the provisions of this Agreement shall not extend to prohibitions or restrictions (1) imposed on moral or humanitarian grounds; (2) designed to protect human, animal or plant life or health; (3) relating to prison-made goods; (4) relating to the enforcement of police or revenue laws.

Nothing in this Agreement shall be construed to prevent the adoption of measures prohibiting or restricting the exportation of gold or silver, or to prevent the adoption of such measures as either Government may see fit with respect to the control of the export or sale for export of arms, ammunition, or implements of war, and, in exceptional circumstances, all other military supplies.

ARTICLE XVII

In the event that the Government of the United States of America or the Government of the Republic of Ecuador adopts any measure which, even though it does not conflict with the terms of this Agreement, is considered by the Government of the other country to have the effect of nullifying or impairing any object of the Agreement, the Government which has adopted any such measure shall consider such representations and proposals as the other Government may make with a view to effecting a mutually satisfactory adjustment of the matter.

ARTICLE XVIII

The present Agreement shall, from the date on which it comes into force, supplant the *modus vivendi* between the United States of America and the Republic of Ecuador, effected by exchange of notes signed on June 12, 1936.⁴

ARTICLE XIX

The present Agreement shall come into full force on the thirtieth day following proclamation thereof by the President of the United States of America and the Supreme Chief of the Republic of Ecuador, 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, subject to the provisions of Article VII, Article X, or Article XIII, shall remain in force and effect until six months from the day on which either Government shall give notice of its intention to terminate it. The Government of each country shall notify the Government of the other country of the date of its proclamation.

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 Quito this sixth day of the month of August of the year one thousand nine hundred and thirty-eight.

For the President of the United States of America

BOAZ LONG [SEAL]

For the Supreme Chief of the Republic of Ecuador

LUIS BOSSANO [SEAL]

[For schedules annexed to agreement, see 53 Stat. 1968 or p. 18 of EAS 133.]

⁴ TS 93, *ante*, p. 333.

EXTRADITION

Treaty signed at Quito September 22, 1939, supplementing treaty of June 28, 1872

Senate advice and consent to ratification November 26, 1940

Ratified by Ecuador December 11, 1940

Ratified by the President of the United States December 20, 1940

Ratifications exchanged at Washington January 23, 1941

Proclaimed by the President of the United States May 19, 1941

Entered into force May 29, 1941

55 Stat. 1196; Treaty Series 972

SUPPLEMENTARY EXTRADITION TREATY BETWEEN THE UNITED STATES AND ECUADOR

The United States of America and the Republic of Ecuador, being desirous of enlarging the list of crimes on account of which extradition may be granted under the treaty concluded between the two countries on June 28, 1872,¹ 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 treaty for this purpose and have appointed as their Plenipotentiaries, to wit:

The President of the United States of America; His Excellency Boaz Long, Envoy Extraordinary and Minister Plenipotentiary of the United States of America to Ecuador, and

The President of the Republic of Ecuador; His Excellency the Minister for Foreign Affairs, Doctor Julio Tobar Donoso.

Who, after having exhibited to each other their respective full powers, which were found to be in due and proper form, have agreed to and concluded the following articles:

ARTICLE I

The High Contracting Parties agree that the following crimes are added to the list of crimes numbered 1st to 6th in the second Article of the Treaty

¹ TS 79, *ante*, p. 321.

of Extradition concluded between the United States of America and the Republic of Ecuador on June 28, 1872; that is to say:

7th. Embezzlement by a person hired or salaried, to the detriment of his employer, where the amount of money or the value of the property embezzled exceeds two hundred dollars, or Ecuadorean equivalent.

8th. Perjury or the subornation of perjury.

9th. Malicious destruction, or attempted destruction of railways, bridges, vessels, dwellings, public edifices, or other buildings, when the act endangers human life.

10th. Abortion.

11th. Abduction or detention of women or girls for immoral purposes.

12th. Bigamy.

13th. 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.

14th. Larceny, defined to be the fraudulent taking of effects, personal property, or money, of the value of twenty-five dollars or more, or Ecuadorean equivalent.

15th. 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 Ecuadorean equivalent.

16th. 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 Ecuadorean equivalent.

17th. Bribery.

18th. Crimes against the bankruptcy laws.

19th. Crimes against the laws for the suppression of the traffic in narcotics.

20th. Wilful desertion or wilful non-support of minor or dependent children, or of other dependent persons, provided that the crime is punishable by the laws of both countries.

21st. 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.

The extradition for the crimes or misdemeanors specified in the paragraphs 7 to 21 will be granted when the individual required is accused or condemned as author, accomplice or concealer of an infraction of the Penal Code, punishable in the United States and Ecuador with a penalty of not less than one year in prison.

ARTICLE II

The present Treaty shall be considered as an integral part of the said Extradition Treaty of June 28, 1872 and it is agreed that the paragraph or crimes added by the present Treaty and numbered 21st herein shall be applicable under appropriate circumstances to all the crimes listed in the said Treaty of June 28, 1872.

ARTICLE III

The present Treaty shall be ratified and the ratifications shall be exchanged at Washington as soon as possible. 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 said Treaty of June 28, 1872.

In testimony whereof, the respective Plenipotentiaries have signed the present Treaty, in duplicate, and have hereunto affixed their seals.

Done, in duplicate, at Quito, this twenty-second day of September, one thousand nine hundred and thirty nine.

BOAZ LONG	[SEAL]
J. TOBAR DONOSO	[SEAL]

NAVAL MISSION

Agreement signed at Washington December 12, 1940

Entered into force December 12, 1940

Amended by agreements of April 30, 1941; ¹ January 27 and February 4, 1949; ² August 30 and December 6, 1954; ³ and February 25 and May 22, 1959 ⁴

Extended by agreements of July 27 and August 22, 1944 (for two years); ⁵ June 17 and December 11, 1946 (for two years); ⁵ January 27 and February 4, 1949 (for two years); ² February 7 and April 18, 1951 (for four years); ⁶ and August 30 and December 6, 1954 (indefinitely) ³

54 Stat. 2429; Executive Agreement Series 188

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF ECUADOR

In conformity with the request of the Government of the Republic of Ecuador 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 Ecuador under the conditions specified below:

TITLE I

Purpose and Duration

ARTICLE 1. The purpose of this Mission is to cooperate with the Minister of National Defense of Ecuador and with the personnel of the Ecuadoran Navy, with a view to enhancing the efficiency of the Ecuadoran Navy.

ARTICLE 2. This Mission shall continue for a period of four years from the date of the signing of this Agreement by the accredited representatives of the Government of the United States and the Government of Ecuador, unless previously terminated or extended as hereinafter provided. Any member of

¹ EAS 206, *post*, p. 359.

² TIAS 1944, *post*, p. 450.

³ 6 UST 777; TIAS 3220.

⁴ 10 UST 1095; TIAS 4249.

⁵ Not printed.

⁶ 3 UST 2957; TIAS 2478.

the Mission may be recalled by the Government of the United States 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 Ecuador 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 in the public interest of the United States, 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 Ecuador or the Government of the United States 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 the Mission of the rank of Commander, Lieutenant Commander or Lieutenant on active service in the United States Navy and such other personnel of the United States Navy as may subsequently be agreed upon between the Ministry of National Defense of Ecuador through its authorized representative in Washington, and the Navy Department of the United States.

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 National Defense of Ecuador and the Chief of the Mission.

ARTICLE 8. The members of the Mission shall be responsible solely to the Minister of National Defense of Ecuador, 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 shall wear the uniform of his rank in the United States Navy, but shall have precedence over all Ecuadorian officers of the same rank.

ARTICLE 10.⁷ Each member of the Mission shall be entitled to all benefits

⁷ For an amendment in the payment and benefit procedures under arts. 10, 12, 13, 14, 16, 17, 18, 19, 23, and 27, see agreement of Feb. 25 and May 22, 1959 (10 UST 1095; TIAS 4249).

or privileges which the Regulations of the Ecuadoran Navy provide for Ecuadoran 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.

TITLE IV

Compensation and Perquisites

ARTICLE 12. Members of the Mission shall receive from the Government of Ecuador such net annual compensation as may be agreed upon between the Government of the United States and the Government of Ecuador 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 Ecuador 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 Ecuador 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 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 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 Ecuador, and such payment shall be computed for travel by the shortest usually travelled sea route regardless of the route and method of travel used by the member of the Mission.

ARTICLE 15. The Government of Ecuador 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 use of members of their families.

ARTICLE 16. Compensation for transportation and travelling expenses in the Republic of Ecuador on official business of the Government of Ecuador shall be provided by the Government of Ecuador in accordance with the provisions of Article 10.

ARTICLE 17. The Government of Ecuador 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 a launch properly equipped, shall on call be made available by the Government of Ecuador for use by the members of the Mission for the conduct of the official business of the Mission.

ARTICLE 18. The Government of Ecuador shall provide suitable office space and facilities for the use of the members of the Mission.

ARTICLE 19. 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 Ecuador, 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 20. So long as this Agreement, or any extension thereof, is in effect, the Government of Ecuador shall not engage the services of any personnel of any other foreign government for duties of any nature connected with the Ecuadoran Navy, except by mutual agreement between the Government of the United States and the Government of Ecuador.

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 Ecuador, in the United States 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, including sea travel, shall count as leave and shall not be in addition to the time authorized in the preceding Article.

ARTICLE 25. The Government of Ecuador agrees to grant the leave specified in Article 23 upon receipt of written application, approved by the Chief of the Mission with due consideration for the convenience of the Government of Ecuador.

ARTICLE 26. Members of the Mission that may be replaced shall terminate their services on the Mission only upon the arrival of their replacements, except when otherwise mutually agreed upon in advance by the respective Governments.

ARTICLE 27. The Government of Ecuador 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 Ecuadoran naval 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 Ecuador shall be paid by the Government of Ecuador. 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 Ecuador. 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 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, Cordell Hull, Secretary of State of the United States of America, and Colón Eloy Alfaro, Ambassador of the Republic of Ecuador, duly authorized thereto, have signed this Agreement in duplicate in the English and Spanish languages, at Washington, District of Columbia, United States of America, this twelfth day of December of 1940.

CORDELL HULL	[SEAL]
C. E. ALFARO	[SEAL]

MILITARY AVIATION MISSION

Agreement signed at Washington December 12, 1940

Entered into force December 12, 1940

Amended by agreements of April 30, 1941; ¹ March 23 and May 17, 1949; ² and February 25 and May 23, 1959 ³

Extended by agreements of June 13 and July 13, 1944 (for four years); ⁴ March 23 and May 17, 1949 (for two years); ² and May 10 and 23, 1955 (indefinitely) ⁵

54 Stat. 2437; Executive Agreement Series 189

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF ECUADOR

In conformity with the request of the Government of the Republic of Ecuador to the Government of the United States of America, the President of the United States of America has authorized the appointment of officers and enlisted men to constitute a Military Aviation Mission to the Republic of Ecuador under the conditions specified below:

TITLE I

Purpose and Duration

ARTICLE 1. The purpose of this Mission is to cooperate with the Minister of National Defense of Ecuador and with the personnel of the Ecuadoran Air Force with a view to enhancing the efficiency of the Ecuadoran Air Force.

ARTICLE 2. This Mission shall continue for a period of four years from the date of the signing of this Agreement by the accredited representatives of the Government of the United States and the Government of Ecuador, unless previously terminated or extended as hereinafter provided. Any member of the Mission may be recalled by the Government of the United States after the expiration of two years of service, in which case another member shall be furnished to replace him.

¹ EAS 207, *post*, p. 361.

² TIAS 1942, *post*, p. 453.

³ 10 UST 1095; TIAS 4249.

⁴ Not printed.

⁵ 6 UST 773; TIAS 3219.

ARTICLE 3. If the Government of Ecuador 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 in the public interest of the United States, 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 Ecuador or the Government of the United States 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 Colonel, Lieutenant Colonel or Major on active service in the United States Army Air Corps and such other personnel of the United States Army Air Corps as may subsequently be agreed upon between the Ministry of National Defense of Ecuador, through its authorized representative in Washington, and the War Department of the United States.

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 National Defense of Ecuador and the Chief of the Mission.

ARTICLE 8. The members of the Mission shall be responsible solely to the Minister of National Defense of Ecuador, through the Chief of the Mission.

ARTICLE 9. Each member of the Mission shall serve on the Mission with the rank he holds in the United States Army Air Corps and shall wear the uniform of his rank in the United States Army Air Corps, but shall have precedence over all Ecuadoran officers of the same rank.

ARTICLE 10.⁶ Each member of the Mission shall be entitled to all benefits or privileges which the Regulations of the Ecuadoran Air Force provide for Ecuadoran officers and subordinate personnel of corresponding rank.

⁶ For an amendment in the payment and benefit procedures under arts. 10, 12, 13, 14, 16, 17, 18, 19, 23, and 27, see agreement of Feb. 25 and May 22, 1959 (10 UST 1095; TIAS 4249).

ARTICLE 11. The personnel of the Mission shall be governed by the disciplinary regulations of the United States Army Air Corps.

TITLE IV

Compensation and Perquisites

ARTICLE 12. Members of the Mission shall receive from the Government of Ecuador such net annual compensation as may be agreed upon between the Government of the United States and the Government of Ecuador 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 Ecuador 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 Ecuador 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 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 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 Ecuador, and such payment shall be computed for travel by the shortest usually travelled sea route regardless of the route and method of travel used by the member of the Mission.

ARTICLE 15. The Government of Ecuador 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. Compensation for transportation and travelling expenses in the Republic of Ecuador on official business of the Government of Ecuador shall be provided by the Government of Ecuador in accordance with the provisions of Article 10.

ARTICLE 17. The Government of Ecuador shall provide the Chief of the Mission with a suitable automobile with chauffeur, for use on official business. Suitable motor transportation with chauffeur, and when necessary an airplane properly equipped, shall on call be made available by the Government of Ecuador for use by the members of the Mission for the conduct of the official business of the Mission.

ARTICLE 18. The Government of Ecuador shall provide suitable office space and facilities for the use of the members of the Mission.

ARTICLE 19. 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 Ecuador, 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 20. So long as this Agreement, or any extension thereof, is in effect, the Government of Ecuador shall not engage the services of any personnel of any other foreign government for duties of any nature connected with the Ecuadoran Air Force, except by mutual agreement between the Government of the United States and the Government of Ecuador.

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 portion 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 Ecuador, in the United States 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, including sea travel, shall count as leave and shall not be in addition to the time authorized in the preceding Article.

ARTICLE 25. The Government of Ecuador agrees to grant the leave specified in Article 23 upon receipt of written application, approved by the Chief of the Mission with due consideration for the convenience of the Government of Ecuador.

ARTICLE 26. Members of the Mission that may be replaced shall terminate their services on the Mission only upon the arrival of their replacements, except when otherwise mutually agreed upon in advance by the respective Governments.

ARTICLE 27. The Government of Ecuador 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 Ecuadoran Air Force 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 Ecuador shall be paid by the Government of Ecuador. 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 Ecuador. 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 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, Cordell Hull, Secretary of State of the United States of America, and Colón Eloy Alfaro, Ambassador of the Republic of Ecuador, duly authorized thereto, have signed this Agreement in duplicate in the English and Spanish languages, at Washington, District of Columbia, United States of America, this twelfth day of December 1940.

CORDELL HULL	[SEAL]
C. E. ALFARO	[SEAL]

NAVAL MISSION

Agreement signed at Washington April 30, 1941, modifying agreement of December 12, 1940

Entered into force April 30, 1941

55 Stat. 1263; Executive Agreement Series 206

ADDITIONAL ARTICLE TO THE AGREEMENT OF DECEMBER 12, 1940 PROVIDING FOR THE DETAIL OF A UNITED STATES NAVAL MISSION TO ECUADOR

The Secretary of State of the United States of America and the Ambassador of the Republic of Ecuador at Washington hereby agree to the addition of the following article to the Agreement signed by them on December 12, 1940 ¹ providing for the detail of a United States Naval Mission to the Republic of Ecuador. This additional article shall be considered to be an integral part of the Agreement signed on December 12, 1940, as fully and completely as if it had been included in that Agreement, and as such integral part shall be subject to the provisions in regard to duration and termination concurrently with the other Articles of the Agreement.

Additional Article. 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 sea route between the port of embarkation in the United States of America and his official residence in Ecuador, and from his official residence in Ecuador 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; such reimbursement shall include all necessary expenses incident to unloading from the steamer upon arrival in Ecuador, cartage between the ship and the residence in Ecuador, and packing and loading on board the steamer upon departure from Ecuador. 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 Government of 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 the result of

¹ EAS 188, *ante*, p. 349.

circumstances beyond their control. The provisions of this Article shall likewise apply to officers and enlisted men who are subsequently detailed to Ecuador for temporary duty, as additional personnel, or replacements for members of the Mission.

IN WITNESS WHEREOF, Cordell Hull, Secretary of State of the United States of America, and Colón Eloy Alfaro, Ambassador of the Republic of Ecuador at Washington, duly authorized thereto, have signed this Agreement in duplicate, in the English and Spanish languages, at Washington, District of Columbia, United States of America, this thirtieth day of April 1941.

CORDELL HULL [SEAL]

C. E. ALFARO [SEAL]

MILITARY AVIATION MISSION

Agreement signed at Washington, April 30, 1941, modifying agreement of December 12, 1940

Entered into force April 30, 1941

55 Stat. 1265; Executive Agreement Series 207

ADDITIONAL ARTICLE TO THE AGREEMENT OF DECEMBER 12, 1940 PROVIDING FOR THE DETAIL OF A UNITED STATES MILITARY AVIATION MISSION TO ECUADOR

The Secretary of State of the United States of America and the Ambassador of the Republic of Ecuador at Washington hereby agree to the addition of the following article to the Agreement signed by them on December 12, 1940¹ providing for the detail of a United States Military Aviation Mission to the Republic of Ecuador. This additional article shall continue in effect until the termination of the Agreement to which it is an addition.

Additional Article. 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 sea route between the port of embarkation in the United States of America and his official residence in Ecuador, and from his official residence in Ecuador 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; such reimbursement shall include all necessary expenses incident to unloading from the steamer upon arrival in Ecuador, cartage between the ship and the residence in Ecuador, and packing and loading on board the steamer upon departure from Ecuador. 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 Government of 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 the result of circumstances beyond their control. The provisions of this Article shall likewise apply to officers and enlisted men who are subsequently detailed to Ecuador for temporary duty, as additional personnel, or replacements for members of the Mission.

¹ EAS 189, *ante*, p. 354.

IN WITNESS WHEREOF, Cordell Hull, Secretary of State of the United States of America, and Colón Eloy Alfaro, Ambassador of the Republic of Ecuador at Washington, duly authorized thereto, have signed this Agreement in duplicate, in the English and Spanish languages, at Washington, District of Columbia, United States of America, this thirtieth day of April 1941.

CORDELL HULL [SEAL]

C. E. ALFARO [SEAL]

DEFENSE BASE AT SALINAS

Agreement signed at Quito January 24, 1942

Entered into force January 24, 1942

*Modified and amplified by agreements of February 20, 1942,¹ and
October 1, 1942²*

1942 For. Rel. (VI) 366

Duly empowered by Colonel Carlos A. Guerrero, Minister for the National Defense of Ecuador, and by the Commanding General of the Caribbean Defense Command of the United States of America respectively, Colonel Alberto Carlos Romero, Superior Commander of the Army of Ecuador, and Brigadier General Edwin B. Lyon, United States Army, met and agreed on the following clauses which, to be of force, must be previously approved and ratified by the governments of Ecuador and the United States of America,

1. The governments of the United States of America and Ecuador have, through their diplomatic representatives, reached an agreement of Cooperation by both the countries for the defense of the continent.

2. To this effect, Colonel Alberto Carlos Romero empowers the Commanding General of the Caribbean Defense Command to occupy the fields of the district Salinas, belonging to the jurisdiction of the same name, in order to build on them landing fields, headquarters, storage for fuel, warehouses, quays for shipping, etc. and to use them for military, naval and aerial purposes; as well as to install in the waters of the same territorial section buoys and to use them for landing of airplanes and anchorage of all kinds of vessels, etc.

3. He also allows him to complete, within the same zone, radio installations, submarine cables, etc., and to use them for military purposes.

4. The boundaries of the fields and water areas where the above mentioned constructions and installations will be effected, are fixed in the adjoining sketch and plan.³

5. He also allows the Commanding General of the Caribbean Defense Command to organize an American police for internal service during the

¹ *Post*, p. 366.

² *Post*, p. 379.

³ Not printed. For an amendment to art. 4, see agreement of Oct. 1, 1942, *post*, p. 379.

stay of the personnel of the Army, Navy and Aviation of the United States of America on Ecuadorian soil.⁴

6. The above-mentioned constructions may be started as soon as the present agreement is signed. General Lyon agrees to recommend that there be paid immediately to the Government of Ecuador the sum of thirty five thousand American dollars for the expropriation of the terrains affected by this agreement and as indemnization for the constructions which must be demolished for the completion of the above mentioned works and installations, this sum to be the total cost under the present plan of the rights granted by Ecuador to the United States.⁵

7. The Government of Ecuador takes charge of the legal procedure for the expropriation and evacuation of the real estate situated within the boundaries of the aforesaid district of Salinas which General Lyon may request.

8. The Government of the United States of America may empower any of its officials to carry out the works and installations comprised in the present agreement.

9. The Government of Ecuador grants, under its guarantee, the remaining capacity of transportation by the railroad Guayaquil-Salinas, in order that it may be used to carry the passengers and cargo necessary for the authorized works and installations and for mutual defense. Such transportation will be paid for by the United States Government at the regular tariff.

10. The armed forces of the United States of America are empowered to take all measures and steps for the sanitation of the places occupied by them and their surroundings.

11. The roads and all means of conveyance and communication which are within the territory and those leading to it comprised in the present agreement, may be freely used by the armed forces of the United States.

12. In any time and under any circumstance, the Government of Ecuador retains its sovereign power on the whole territory of the Republic, including the lands of the present territory.⁶

13. The arrival of the American forces at the places comprised in the present agreement and their stay in them during the existence of the aforesaid agreement are permitted.

14. If it were necessary to use the American land forces outside the area of Salinas, in cooperation with the Ecuadorian forces for mutual defense against a common enemy, the said land forces of both the nations would be put under command of the Ecuadorian officer whom the Government of Ecuador would appoint. The American Air forces, of the Army as well as of the Navy, will remain always under the Commanding General, Caribbean Defense Command for the general defense of the Canal area.

⁴ For an amendment to art. 5, see agreement of Feb. 20, 1942, *post*, p. 366.

⁵ For amendments to art. 6, see agreements of Feb. 20, 1942, and Oct. 1, 1942, *post*, pp. 366 and 379.

⁶ For an amendment of art. 12, see agreement of Feb. 20, 1942, *post*, p. 367.

15. The present agreement will be in force until one year after the signature of peace by the Government of the United States of America with the Axis Powers, and it may be renewed after this time by agreement of both parties.⁷

QUITO, *January 24, 1942*

A. ALBÁN BORJA

R. ASTUDILLO

Witnessed by Alberto Romero
Coronel Ecuador

WILLIAM M. SERGEANT

Lt. (C.E.C.) USNR

Witnessed by E. B. Lyon
Brig. Genl. U.S. Army

⁷ For an amendment of art. 15, see agreement of Feb. 20, 1942, *post*, p. 367.

DEFENSE BASE AT SALINAS

Agreement signed at Quito February 20, 1942, modifying and amplifying agreement of January 24, 1942
Entered into force February 20, 1942

1942 For. Rel. (VI) 370

Duly empowered by Colonel Alberto C. Romero, Minister for the National Defense of Ecuador, and by the Commanding General of the Caribbean Defense Command of the United States of America, respectively, Colonel Ricardo Astudillo, Superior Commander of the Army of Ecuador, and Colonel Serafín M. Montesinos, United States Army, met to modify and amplify the Agreement which was effected January 24, 1942.¹ These modifications and amplifications, as well as the Agreement mentioned, must be previously ratified by the Governments of Ecuador and the United States in order to be in effect.

Insert a) Articles 1, 2, 3, and 4 remain the same as stated in the Agreement.

Insert b) Article 5 of the Agreement is modified as follows:

He also allows the Commanding General of the Caribbean Defense Command to organize an American police for internal service during the stay of the personnel of the Army, Navy, and Aviation of the United States of America on Ecuadoran soil, the said American police to exercise its functions in the parish of Salinas. This will not prevent the Government of the Republic of Ecuador to maintain its own police in the said zone. In order to put this article into effect, the Commander of the North American Base and the Ecuadorian Commander of the Province of Guayas will determine the norms for its execution.

Insert c) Article 6 of the Agreement is modified as follows:

The constructions and installations authorized may be started immediately upon the signing of the present Agreement. General Lyon agrees to recommend that the sum of thirty-five thousand dollars (\$35,000.00) be delivered immediately to the Government of Ecuador for the expropriation and indemnization for the lands and dwellings of the Municipality of Salinas and of private citizens established on the lands pertaining to this Agreement, and

¹ *Ante*, p. 363.

for the demolition of the existing structures that may be necessary for the constructions and installations indicated above.²

Insert d) Articles 7, 8, 9, 10, and 11 remain the same, as stated in the Agreement.

Insert e) Article 12 of the Agreement is modified as follows:

It is understood that the Government of Ecuador does not lose sovereignty over the lands nor the territorial waters gratuitously ceded, and which will be occupied by the Arms and Services referred to in this Agreement, and, therefore, the United States does not acquire ownership of them. Upon the termination of the life of this Agreement the structures erected, excepting armament, machinery, equipment, instruments, etc., will become the exclusive property of the Government of Ecuador.

Insert f) Articles 13 and 14 remain the same as stated in the Agreement.

Insert g) Article 15 of the Agreement is modified as follows:

This Agreement shall be in force and shall continue in effect for the period of the present war emergency and may continue thereafter, if, in the opinion of the two Governments, there still exists the danger of aggression by a non-American power against an American power.

Insert h) To the Agreement shall be added the following Article:

Art. 16. The Ministry of National Defense of Ecuador, through a duly authorized representative, shall have the right to inspect the works and constructions undertaken by the North American troops, and in general all the zone occupied by them, for the purpose of effecting coordination for the mutual defense.

Signed at Quito, the 20th day of February 1942.

CORONEL ING. RICARDO ASTUDILLO

SERAFÍN M. MONTESINOS
Colonel, U.S. Army

Witness:

A. ALBÁN BORJA

Witness:

T. S. STERN
Ensign, U.S.N.

² For a later amendment to art. 6, see agreement of Oct. 1, 1942, *post*, p. 379.

HEALTH AND SANITATION PROGRAM

Exchange of notes at Washington February 24, 1942

Entered into force February 24, 1942

Supplemented by agreements of December 23, 1944, and January 15, 1945;¹ June 21, 1947;² August 6 and 18, 1948;³ July 26 and August 22, 1949;⁴ September 15, 1950;⁵ September 27, 1951;⁶ October 4 and 24, 1951;⁷ and March 18 and 31, 1952⁸

Extended by agreements of December 23, 1944, and January 15, 1945;¹ June 21, 1947;² August 6 and 18, 1948;³ July 26 and August 22, 1949;⁴ September 15, 1950;⁵ and March 17 and April 12, 1955⁹

Expired June 30, 1960

57 Stat. 1370; Executive Agreement Series 379

The Acting Secretary of State to the Ecuadorean Minister Counselor

DEPARTMENT OF STATE

WASHINGTON

February 24, 1942

MY DEAR DR. SALAZAR:

I refer to point 4 of the memorandum of January 29, 1942 which was delivered to the Government of Ecuador by the Government of the United States at Rio de Janeiro, committing my Government to assist the Government of Ecuador in an amount not to exceed \$2,000,000 to be expended in ways which will contribute to the attainment of the objectives of that Government in matters of health and sanitation.

In fulfilment of this commitment and in accordance with Resolution XXX of the Third Meeting of the Ministers of Foreign Affairs of the American

¹ EAS 473, *post*, p. 398.

² TIAS 1645, *post*, p. 415.

³ TIAS 2003, *post*, p. 443.

⁴ TIAS 2018, *post*, p. 456.

⁵ 1 UST 760; TIAS 2147.

⁶ 2 UST 2133; TIAS 2339.

⁷ 3 UST 584; TIAS 2419.

⁸ 3 UST 4023; TIAS 2542.

⁹ 6 UST 3049; TIAS 3352.

Republics at Rio de Janeiro,¹⁰ the Government of the United States, acting through the agency of the Coordinator of Inter-American Affairs, is sending, upon your request, a small group of experts to Ecuador in the immediate future in order to develop a specific program in agreement with the Government of Ecuador, acting through the agency of the Municipality of Quito and the Junta de Beneficencia of Guayaquil. This group will be under the immediate direction of the Chief Medical Officer of the Office of the Coordinator of Inter-American Affairs and will work in the closest cooperation with the appropriate Ecuadoran officials. Approval for the actual execution of the specific projects agreed upon will be made by the respective Governments or their duly appointed agents upon recommendation of the Chief Medical Officer, acting in cooperation with the appropriate officials of the Municipality of Quito or the Junta de Beneficencia of Guayaquil, or with appropriate officials designated by the Ecuadoran Government for such projects as might be undertaken outside of the municipal areas of Quito and Guayaquil. Expenditures for such projects shall be made upon certification of the Chief Medical Officer and the appropriate Ecuadoran official designated for the areas where projects will be executed.

The specific projects of interest to the Ecuadoran Government include:

1. *For Quito:*

1. Improvement of the sewage system.
2. Improvement of the waste disposal system for garbage and rubbish.
3. Expansion of a malaria control system near Quito.
4. Improvement of disease control by means of hospitals, clinics and educational measures.
5. General cooperation with the Ecuadoran Health Department.

2. *For Guayaquil:*

1. Improvement of the sewage system.
2. Improvement of the waste disposal system for garbage and rubbish.
3. Expansion of the malaria control system, including such extension of the Malecon river wall as may contribute to that objective.
4. Extension of the plague control system by means of rodent control along the Guayaquil and Quito Railroad.
5. Improvement of disease control by means of hospitals, clinics and educational measures.

3. In addition, in cooperation with the appropriate officials of the Ecuadoran Government, recommendations will be made by the Chief Medical Officer for such health and sanitation programs as might be executed outside the municipal areas of Quito and Guayaquil.

¹⁰ For text, see *Department of State Bulletin*, Feb. 7, 1942, p. 137.

These projects upon completion will of course become the sole property of the Ecuadoran Government. The United States Government will be prepared to facilitate such training of Ecuadoran personnel as the two Governments may deem advisable.

The Ecuadoran Government will, it is understood, be willing to provide, in accordance with its ability, such raw materials, services and funds as may be deemed necessary for the proper carrying out of the program.

Sincerely yours,

SUMNER WELLES
Acting Secretary

The Honorable
Señor Dr. EDUARDO SALAZAR,
*Minister Counselor of the
Ecuadoran Embassy.*

The Ecuadorean Minister Counselor to the Acting Secretary of State

EMBAJADA DEL ECUADOR
WASHINGTON

FEBRUARY 24, 1942

MY DEAR MR. WELLES:

I acknowledge the receipt of your letter of February 24, 1942, in which you set forth the specific measures by which the Government of the United States proposes to fulfill in the immediate future its commitment under point 4 of the memorandum of January 29, 1942 to contribute an amount not to exceed \$2,000,000 for expending in ways which will assist in the attainment of the objectives of my Government in matters of health and sanitation.

Under the authority granted to me by His Excellency the President of Ecuador, and His Excellency the Minister of Foreign Affairs in a telegram of February 11, 1942, it is my pleasure to inform you that the projects outlined in your letter, and the terms relating thereto, are entirely satisfactory to the Government of Ecuador. I wish to assure you at this time that, once the projects have been completed and thereby become the sole property and responsibility of the Government of Ecuador, adequate measures of maintenance for the projects will be taken in order that the resulting benefits may be preserved.

The Government of Ecuador further agrees, in accordance with Article 1 of Resolution XXX of the Third Meeting of the Ministers of Foreign Affairs of the American Republics at Rio de Janeiro, to provide, in accordance with its ability, raw materials, services, and funds for the projects agreed upon.

It is my further understanding that the salaries and expenses of the small group of experts mentioned in your letter will be paid for by the Office of the

Coordinator of Inter-American Affairs and will not be debited against project funds in the amount of \$2,000,000 as agreed upon.

Sincerely yours,

E. SALAZAR

The Honorable

SUMNER WELLES,

Acting Secretary of State

of the United States of America,

Washington, D.C.

RECIPROCAL TRADE

Exchange of notes at Quito March 2, 1942, modifying agreement of August 6, 1938

Entered into force March 2, 1942

*Terminated July 17, 1956*¹

56 Stat. 1472; Executive Agreement Series 248

The Minister of Foreign Affairs to the American Minister

· [TRANSLATION]

REPUBLIC OF ECUADOR
MINISTRY OF FOREIGN AFFAIRS
COMMERCIAL OFFICE

No. 33-DC-9

QUITO, March 2, 1942

SUBJECT: MODIFICATION OF THE TRADE AGREEMENT BETWEEN ECUADOR AND
THE UNITED STATES OF AMERICA

MR. MINISTER:

I have the honor to refer to recent conversations which have taken place with regard to the financial emergency with which the Government of the Republic of Ecuador is today confronted and, in that connection, to certain provisions of the trade agreement between the Republic of Ecuador and the United States of America signed at Quito on August 6, 1938, as amended by notes exchanged at Quito on August 6, 1938, September 9, 1938, and September 13, 1938.²

In the course of these conversations it has been pointed out that the Government of the Republic of Ecuador finds it necessary, as a fiscal measure designed solely to meet the existing financial emergency, to augment customs revenues, which make up such a large percentage of total revenues, to an extent deemed necessary to safeguard vital interests of the nation.

Consideration was given to the possibility of terminating both schedules of the trade agreement as a way out of the difficulty; but neither Government desires to adopt this course if it should be possible to avoid it. Therefore, the conversations to which I have referred have disclosed a mutual understanding which, specifically, is as follows:

¹ Pursuant to notice of termination given by the United States Jan. 17, 1956.

² EAS 133, *ante*, p. 338.

In view of the existing circumstances, the Government of the United States of America will not invoke the provisions of article I of the trade agreement in respect of the application of the proposed increase in customs duties to articles imported into Ecuador from the United States which are included in schedule I of the agreement. It is understood that such increase will be applied equally to all dutiable imports from all foreign countries and that such increase will not become effective with regard to imports from the United States prior to a period of 30 days from the date of this note. It is understood, further, that such increase will be reduced and finally eliminated as soon as Ecuador's fiscal situation improves sufficiently to warrant such a measure.

I also desire to take this occasion to confirm the understanding which has been reached between the Government of the Republic of Ecuador and the Government of the United States of America that, notwithstanding the provisions of article X of the trade agreement concerning the control of foreign-exchange transactions relating to trade between the two countries, the Governments of the two countries agree to apply and administer any control over such transactions as follows:

1. If the Government of either country establishes or maintains any form of control of the means of effecting international payments, 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 a 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 unconditionally receive treatment no less favorable than that accorded to 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 incidental to or necessary for 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 relationship between the articles the growth, produce, or manufacture of that country and like articles the growth, produce, or manufacture of third countries.

It is further understood that none of the provisions of paragraphs 1 and 2 above or of the trade agreement of August 6, 1938, as amended, shall prevent either of the two countries from adopting or putting into effect measures relating to public security or imposed for the protection of the country's essential interests in time of war or other national emergency.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

J. TOBAR DONOSO

His Excellency

BOAZ LONG,

*Envoy Extraordinary and Minister Plenipotentiary
of the United States of America,
City.*

The American Minister to the Minister of Foreign Affairs

LEGATION OF THE
UNITED STATES OF AMERICA

Quito, March 2, 1942

No. 58

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's Note No. 33-DC-9 of today's date with regard to the mutual understanding reached between representatives of the Government of the United States of America and the Government of the Republic of Ecuador concerning the application of certain provisions of the Trade Agreement between our two countries.

I have the honor to confirm the statement in Your Excellency's Note of the understanding reached with reference to the matters dealt with therein.

Please accept, Excellency, the renewed assurances of my highest and most distinguished consideration.

BOAZ LONG

His Excellency

Dr. JULIO TOBAR DONOSO,

*Minister for Foreign Affairs,
Quito.*

LEND-LEASE ¹

Agreement signed at Washington April 6, 1942

Entered into force April 6, 1942

1942 For. Rel. (VI) 379

WHEREAS the United States of America and the Republic of Ecuador 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, 1938,² 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, 1941,³ and the President of the Republic of Ecuador 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 Ecuador 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 Ecuador 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 Ecuador under the terms of this Agreement armaments and munitions of war to a total value of about \$17,000,000.

¹ Final settlement payment made on Feb. 12, 1951, and reported in 32d Report to Congress on Lend-Lease Operations, p. 3; arrangement for settlement of certain accounts contingent to this agreement signed Aug. 28, 1956, and final payment reported in 43d lend-lease report, p. 2.

² *Ante*, vol. 3, p. 534.

³ 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 Ecuador 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 Ecuador, the defense needs of the Republic of Ecuador 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 Ecuador a reduction of 96.47 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 Ecuador promises to pay in dollars into the Treasury of the United States of America 3.53 percent of the scheduled cost of the materials delivered. The Republic of Ecuador shall not be required to pay

more than a total of \$100,000 before January 1, 1943,
more than a total of \$200,000 before January 1, 1944,
more than a total of \$300,000 before January 1, 1945,
more than a total of \$400,000 before January 1, 1946,
more than a total of \$500,000 before January 1, 1947, or
more than a total of \$600,000 before January 1, 1948.

ARTICLE III

The United States of America and the Republic of Ecuador, 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 Ecuador 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 1940,⁴ to cooperate with each other and with other nations to negotiate fair and equi-

⁴ For text, see *Department of State Bulletin*, Aug. 24, 1940, p. 141.

table commodity agreements with respect to the products of either of them and of other nations in which marketing problems exist, and to cooperate with each other and with other nations to relieve the distress and want caused by the war wherever, and as soon as, such relief will be succor to the oppressed and will not aid the aggressor.

ARTICLE IV

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 Ecuador is in a position to supply, the Republic of Ecuador 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 Ecuador 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 Ecuador.

Similarly, the United States of America undertakes that it will not, without the consent of the President of the Republic of Ecuador, 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 Ecuador of any defense article or defense information, it is necessary for the Republic of Ecuador 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 Ecuador 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 Ecuador 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 Ecuador.

ARTICLE VII

This Agreement shall continue in force from the date on which it is signed until a date agreed upon between the two Governments.

Signed and sealed in the English and Spanish languages, in duplicate, at Washington, this sixth day of April, 1942.

For the United States of America:

SUMNER WELLES

*Acting Secretary of State of the
United States of America*

For the Republic of Ecuador:

C. E. ALFARO

*Ambassador Extraordinary and
Plenipotentiary of the Re-
public of Ecuador at Wash-
ington*

DEFENSE BASE AT SALINAS

*Agreement signed at Quito October 1, 1942, modifying and amplifying
agreement of January 24, 1942, as modified and amplified
Entered into force October 1, 1942*

1942 For. Rel. (VI) 376

Duly empowered by Colonel Alberto C. Romero, Minister of National Defense of Ecuador, and by the Commanding General of the Caribbean Defense Command of the United States of America, respectively, Colonel Ricardo Astudillo, Superior Commander of the Army of Ecuador, and Colonel Serafin M. Montesinos, United States Army, met to modify and amplify Articles 4 and 6 of the Agreement signed January 24, 1942¹ as modified by the Agreement signed February 20, 1942.² These modifications and amplifications must be previously ratified by the Governments of Ecuador and the United States in order to be in effect.

Article 4 is amended to read as follows:

The boundaries of the fields and water areas where the above mentioned constructions and installations will be effected, are fixed in the adjoining sketch plan,³ except the North-South boundary which is changed as shown in the accompanying topographical map:³ "War Department, Office of the Division Engineer, Panama Division, Dated August 26, 1942, Scale 1"=600'. Drawing N° 5767."

Article 6 is amended to read as follows:

The constructions and installations authorized may be started immediately upon the signing of the present agreement. The Government of the United States agrees to deliver to the Government of Ecuador the sum of seventy one thousand five hundred dollars (\$71,500.00) for the expropriation and indemnization for the lands and dwellings of the Municipality of Salinas and of private citizens established on the lands pertaining to this Agreement, and

¹ *Ante*, p. 363.

² *Ante*, p. 366.

³ Not printed.

for the demolition of the existing structures that may be necessary for the constructions and installations indicated above.

Signed at Quito on the 1st. day of October, 1942.

RICARDO ASTUDILLO,
Coronel Ing.

SERAFIN M. MONTESINOS
Colonel U.S. Army

Witness:

CRISTÓBAL TOLEDO S.
Coronel Jefe E.M.G.

Witness:

HARRY N. RENSHAW
Lt. Col., A.C.

AGRICULTURAL EXPERIMENT STATION

Exchange of notes at Washington October 20 and 29, 1942, with memorandum of understanding of August 12, 1942

Entered into force October 29, 1942; memorandum of understanding operative from August 12, 1942

*Superseded by agreement of January 26 and April 16, 1948*¹

56 Stat. 1787; Executive Agreement Series 284

The Acting Secretary of State to the Ecuadorean Ambassador

DEPARTMENT OF STATE

WASHINGTON

October 20, 1942

EXCELLENCY:

I have the honor to refer to a Memorandum of Understanding dated August 12, 1942, and signed by the Honorable Claude R. Wickard, Secretary of Agriculture of the United States of America, by His Excellency Ricardo Crespo Ordoñez, Minister of Agriculture of the Republic of Ecuador, and by Mr. Eric F. Lamb and Señor V. Illingworth, General Manager and President, respectively, of the Corporación Ecuatoriana de Fomento, relating to the establishment and operation of an agricultural experiment station in Ecuador, which reads in English and Spanish as follows:

MEMORANDUM OF UNDERSTANDING

In conformity with the desire of the Government of Ecuador that the Government of the United States of America and the Ecuadoran Development Corporation cooperate with the Government of Ecuador in the establishment and operation of an agricultural experiment station in Ecuador for the purpose of promoting the production of basic and strategic agricultural products, the Government of the United States of America through the United States Department of Agriculture, the Ecuadoran Development Corporation, and the Government of Ecuador, have reached the following understanding:

1. The general functions of the station shall include: (a) agronomic production investigations necessary to permanent agriculture over the whole of Ecuador with complementary products, particularly cocoa, rubber, abacá,

¹ TIAS 1875, *post*, p. 434.

and barbasco as the cash crops; (b) assistance to the Corporation in the establishment of approved agricultural practices by agricultural extension work as liaison between the station and the private farms; (c) the propagation of planting material for distribution by the Corporation to farmers; (d) cooperation with other agricultural institutions of the Western Hemisphere in the promotion of tropical agriculture through consultation and the exchange of propagating material, scientific information, and personnel; (e) cooperation with public health, colonization, and agricultural rehabilitation agencies of the United States of America, Ecuador, and the Western Hemisphere in the development of agriculture in Ecuador; and (f) consideration being given to the possibility that the Ecuadoran Development Corporation will foster the planting of several thousand hectares of Hevea rubber, abacá, and barbasco in Ecuador, the station will give full technical assistance to such a planting program.

2. The Government of Ecuador will make available all land necessary to conduct investigations and demonstration work designed to promote the profitable production of export crops, such as cocoa, rubber, fibers, insecticides, medicinals, vegetable oils, et cetera, and increase the income and foreign trade of the people of Ecuador. Such land shall be selected by the director of the station in cooperation with the appropriate governmental agency of Ecuador and the Ecuadoran Development Corporation, and the Government of Ecuador shall permit the continued use of the land by the experiment station free of charge. The land shall include a minimum of 500 hectares for the central station, and at least three other parcels with a minimum of 50 hectares each which shall be representative of various natural land division.

3. The Ecuadoran Government will also supply the funds necessary for, (a) the preparation, printing and distribution of four types of publications to be issued by the station, as follows:

(1) A popular Spanish periodical written for the farm family and containing articles by the staff and other qualified persons on such subjects as health, hygiene, community organization, information on the Pacific region, aims of the experiment station, treatment of agricultural practices and methodology,

(2) farm circulars written in Spanish and issued as required, dealing with specific farm practices or products,

(3) technical bulletins in English or Spanish dealing with the results of specific scientific investigation at the station, and

(4) an annual report in Spanish, covering the work of the station performed during the year, and the status of agriculture in the region;

(b) the services of at least one Ecuadoran scientist to cooperate with each scientist detailed to the station by the United States Department of Agri-

culture, and the services of technologists qualified in the fields of land-surveying, topography, drainage, drafting, minor construction, chemical analysis and library management; (c) stenographers, clerks, mechanics, machinists, field plot and laboratory assistants, and such unskilled labor as may be necessary to conduct the work of the experiment station; and (d) the transportation expenses incurred by Ecuadoran and United States members of the station staff for travel on station business within Ecuador.

4. The Government of Ecuador will provide: (a) entry free of customs duties for (1) supplies and equipment for the station, and (2) supplies, clothes, foodstuffs and personal belongings of the North American members of the station staff whose salaries are paid by the Government of the United States; (b) exemption from all Ecuadoran taxes based upon salaries for those North American members of the station staff whose salaries are paid by the Government of the United States; and (c) when possible, Ecuadoran students in graduate study in each of the fields of agriculture in colleges or universities in the United States.

5. The Ecuadoran Development Corporation agrees: (a) to construct, (1) residences complete with furnishings for the North American and Ecuadoran members of the staff, (2) a laboratory, office and library building, (3) a hospital, and (4) service buildings including repair shops, one or more buildings for the storage of equipment and plant material, and such buildings as may be needed for studies in livestock production and the housing of pilot plants for processing agricultural production for shipment; and (b) to provide (1) complete furnishings, services and equipment, except scientific equipment and apparatus not produced or manufactured in Ecuador, for the laboratory, office, and library building, (2) an adequate and pure water supply, (3) an electric plant to satisfy the lighting and power needs of the station, (4) recreational facilities such as tennis courts, swimming pool, et cetera, (5) a graduate medical doctor and surgeon, (6) agricultural publications, necessary to the proper functioning of the station, including reference books, and all journals and bulletins published outside of the United States, as well as the binding of journals, (7) necessary launches and vehicles for water and land transportation, and (8) the purchase of seed and planting stock for experimental and commercial use.

6. The Government of the United States of America, through the United States Department of Agriculture, and subject to the availability of funds for the purpose, agrees to provide: (a) the services of scientists to perform the functions of direction of the station, agronomic, soil and animal investigations; (b) current scientific journals on plant and animal science published in the United States; (c) scientific equipment and apparatus not produced or manufactured in Ecuador; and (d) assistance in designing all buildings, including residences for the Ecuadoran and North American members of the staff.

7. The Government of the United States of America, the Government of Ecuador and the Ecuadoran Development Corporation mutually agree: (a) that in order to provide joint supervision over the cooperative aspects of the project and in order to furnish a ready means for consultation between the two Governments and the Corporation in regard thereto, there shall be established a commission of three members composed of one representative of each of the two Governments and the Ecuadoran Development Corporation; that the commission, subject to the approval of the Ecuadoran Government will have authority to establish the qualifications and propose candidates for positions at the station; that the commission may delegate to the director of the station such of its functions as it may deem fit; (b) that, exclusive of salaries of the scientists made available to the station by the United States Department of Agriculture, the obligations of the United States Government shall not exceed \$50,000 the first year, nor more than \$25,000 in any one fiscal year thereafter; (c) that, exclusive of numbered paragraph 2, the obligations assumed by the Government of Ecuador shall not exceed \$25,000 in any one fiscal year; (d) the obligations of the Ecuadoran Corporation shall not exceed \$100,000 the first year nor more than \$50,000 in any one fiscal year thereafter; and (e) that the obligation of the United States to furnish the supplies listed under subtitles (b) and (c) of paragraph 6 shall be contingent upon the availability of such supplies in the United States.

8. This Agreement shall come in force on the day of signature and shall continue in force for a period of ten years, unless the Congress of either country shall fail to appropriate the funds necessary for its execution in which event it may be terminated on sixty days written notice by either Government, but in such event the station will pass into the hands of the Corporation.

For the United States of America

CLAUDE R. WICKARD
Secretary of Agriculture

For the Republic of Ecuador

RICARDO CRESPO OR
Minister of Agriculture

For the Corporacion Ecuatoriana de Fomento

ERIC F. LAMB V. ILLINGWORTH
General Manager

QUITO, ECUADOR
August 12, 1942

It is a pleasure to inform Your Excellency that the provisions of the Memorandum of Understanding as herein set forth meet with the approval of the Government of the United States of America. If they likewise meet with the

approval of the Government of Ecuador, I shall consider this note together with your reply indicating the approval of the Government of Ecuador as constituting an agreement between our two Governments on the subject, it being understood that the agreement shall be effective as of August 12, 1942 and that the agreement shall continue in effect for a period of ten years, unless the Congress of either country shall fail to appropriate the funds necessary for its execution, in which event it may be terminated on sixty days' written notice by either Government to the other Government.

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

SUMNER WELLES
Acting Secretary of State

His Excellency
Señor Capitán COLÓN ELOY ALFARO,
Ambassador of Ecuador.

The Ecuadorean Ambassador to the Secretary of State

[TRANSLATION]

EMBASSY OF ECUADOR
WASHINGTON

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OCTOBER 29, 1942

MR. SECRETARY:

I have the honor to acknowledge the receipt of the note of the twentieth instant, in which Your Excellency refers to the Memorandum of Understanding of August 12, 1942, relative to the establishment and operation of an agricultural experiment station in Ecuador.

I have received instructions to state to Your Excellency that the Government of Ecuador ratifies the text of the said Understanding, signed August 12 of the current year, which will be considered as in force from the above-mentioned date and for a ten-year period, unless the Congress of one of the two countries shall fail to appropriate the funds necessary for its execution, in which case either of the Governments may terminate it, upon sixty days' advance notice to the other.

I avail myself of the opportunity to renew to Your Excellency the assurances of my highest consideration.

C. E. ALFARO

His Excellency
CORDELL HULL,
Secretary of State.

DETAIL OF MILITARY OFFICER TO SERVE AS TECHNICAL DIRECTOR OF ECUADOREAN MILITARY COLLEGE

Agreement signed at Washington September 13, 1943

Entered into force September 13, 1943

Expired September 13, 1947

57 Stat. 1056; Executive Agreement Series 338

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF ECUADOR

In conformity with the request of the Government of the Republic of Ecuador to the Government of the United States of America, the President of the United States of America has authorized the appointment of an officer of the United States Army to serve in the Republic of Ecuador under the conditions specified below:

TITLE I

Duties and Duration

ARTICLE 1. The Government of the United States of America shall place at the disposal of the Government of the Republic of Ecuador the technical and professional services of an officer of the United States Army to serve as Technical Director of the Eloy Alfaro Military College of the Republic of Ecuador.

ARTICLE 2. The officer so detailed may be replaced upon mutual agreement between the Government of the United States of America and the Government of the Republic of Ecuador.

ARTICLE 3. This Agreement shall come into force on the date of signature and shall continue in force for a period of four years unless previously terminated as hereinafter stipulated.

ARTICLE 4. If the Government of the Republic of Ecuador should desire that the services of the officer be extended beyond the period stipulated in Article 3, it shall make a written proposal to that effect six months before the expiration of this Agreement.

ARTICLE 5. This Agreement may be terminated before the expiration of the period of four years prescribed in Article 3, or before the expiration of the extension authorized in Article 4, in the following manner:

(a) By either of the Governments, subject to three months' written notice to the other Government.

(b) By the recall of the officer by the Government of the United States of America in the public interest of the United States of America, without necessity of compliance with provision (a) of this Article.

ARTICLE 6. This Agreement is subject to cancellation, upon the initiation of either the Government of the United States of America or the Government of the Republic of Ecuador at any time during a period when either Government is involved in domestic or foreign hostilities.

ARTICLE 7. Should the officer become unable to perform his duties by reason of continued physical disability, he shall be replaced.

TITLE II

Requisites and Conditions

ARTICLE 8. The officer shall be governed by the disciplinary regulations of the United States Army.

ARTICLE 9. The officer shall be responsible directly and solely to the Minister of National Defense of the Republic of Ecuador.

ARTICLE 10. During the period the officer is detailed under this Agreement or any extension thereof, the Government of the Republic of Ecuador shall not engage the services of any personnel of any other foreign government for the duties and purposes contemplated by this Agreement.

ARTICLE 11. The officer shall not divulge nor by any means disclose to any foreign government or to any person whatsoever any secret or confidential matter of which he may become cognizant as a natural consequence of his functions, or in any other way, it being understood that this requisite honorably continues even after the expiration or cancellation of the present Agreement or extension thereof.

ARTICLE 12. During the entire duration of this Agreement, the officer shall be entitled to the benefits which the Regulations of the Ecuadoran Army provide for officers of his rank in the Ecuadoran Army.

ARTICLE 13. Throughout this Agreement the term "family" of the officer is limited to mean wife and dependent children.

ARTICLE 14. The officer shall be entitled to one month's annual leave with pay, or to a proportional part thereof with pay for any fractional part of a year. Unused portions of said leave shall be cumulative from year to year during the service of the officer under this Agreement.

ARTICLE 15. The leave specified in the preceding Article may be spent in foreign countries, subject to the standing instructions of the War Depart-

ment of the United States of America concerning visits abroad. In all cases the said leave or portions thereof, shall be taken by the officer only after consultation with the Minister of National Defense of the Republic of Ecuador with a view to ascertaining the mutual convenience of the Government of the Republic of Ecuador and the officer in respect to this leave.

ARTICLE 16. The expenses of travel and transportation not otherwise provided for in this Agreement shall be borne by the officer in taking such leave. All travel time shall count as leave and shall not be in addition to the time authorized in Article 14.

TITLE III

Compensations

ARTICLE 17. For the services specified in Article 1 of this Agreement, the officer shall receive from the Government of the Republic of Ecuador 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 Ecuador. This compensation shall be paid in twelve (12) monthly installments, as nearly equal as possible, each due and payable on the last day of the month. Payment may be made in the Ecuadoran national currency and when so made shall be computed at the highest rate of exchange in Quito on the day on which due. Payments made outside of the Republic of Ecuador shall be in the national currency of the United States of America. The compensation shall not be subject to any tax, now or hereafter in effect, of the Government of the Republic of Ecuador 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 Ecuador.

ARTICLE 18. The compensation set forth in Article 17 shall begin on the date of departure of the officer from the United States of America, and it shall continue after the termination of his services in the Republic of Ecuador, 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 19. The compensation due for the period of the return trip and accumulated leave shall be paid to the officer before his departure from the Republic of Ecuador, and such payment shall be computed for travel by the shortest usually traveled route to the port of entry in the United States of America, regardless of the route and method of travel used by him.

ARTICLE 20. The officer and his family shall be provided by the Government of the Republic of Ecuador with first-class accommodations for travel required and performed under this Agreement between the port of embarkation from the United States of America and his official residence

in the Republic of Ecuador both for the outward and for the return trip. The expenses of transportation by land and sea of the officer's household effects and baggage, including automobile, from the port of embarkation in the United States of America to the Republic of Ecuador and return, shall also be paid by the Government of the Republic of Ecuador. These expenses shall include all necessary costs incidental to unloading from the steamer upon arrival in the Republic of Ecuador, cartage from the ship to the officer's residence in the Republic of Ecuador and packing and loading on board the steamer upon departure from the Republic of Ecuador upon termination of services. The transportation of such household effects, baggage, and automobile shall be made in a single shipment, and all subsequent shipments shall be at the expense of the officer, except when such shipments are necessitated by circumstances beyond his control.

ARTICLE 21. The household effects, personal effects and baggage, including an automobile, of the officer and his family, shall be exempt from customs duties in the Republic of Ecuador, or if such customs duties are imposed and required, an equivalent additional allowance to cover such charge shall be paid by the Government of the Republic of Ecuador. During service in the Republic of Ecuador the officer shall be permitted to import articles needed for his personal use and for the use of his family without payment of customs duties, provided that his requests for free entry have received the approval of the Ambassador of the United States of America or of the *Chargé d'Affaires ad interim*.

ARTICLE 22. If the services of the officer should be terminated by the Government of the United States of America, except as established in the provisions of Article 6, before the completion of two years of service, the provisions of Article 20 shall not apply to the return trip. If the services of the officer should terminate or be terminated before the completion of two years of service, for any other reason, including those established in Article 6, the officer shall receive from the Government of the Republic of Ecuador all compensations, emoluments, and perquisites as though he had completed four years of service, but the annual salary shall terminate as provided in Article 18. But should the Government of the United States of America recall the officer for breach of discipline, the cost of the return trip to the United States of America of such officer, his family, household effects and baggage, and automobile, shall not be borne by the Government of the Republic of Ecuador.

ARTICLE 23. Compensation for transportation and traveling expenses in the Republic of Ecuador on official business of the Government of the Republic of Ecuador shall be provided by the Government of the Republic of Ecuador in accordance with the provisions of Article 12.

ARTICLE 24. The Government of the Republic of Ecuador shall provide suitable office space and facilities for the use of the officer.

ARTICLE 25. The Government of the Republic of Ecuador shall provide the officer with an automobile, with chauffeur, for his official use.

ARTICLE 26. If replacement of the officer is made during the life of this Agreement or any extension thereof, the terms as stipulated in this Agreement shall also apply to the replacement officer, with the exception that the replacement officer shall receive an amount of annual compensation which shall be agreed upon by the two Governments.

ARTICLE 27. The Government of the Republic of Ecuador shall provide suitable medical attention for the officer and his family. In case the officer or any member of his family becomes ill or suffers injury, he or she shall be placed in such hospital as the officer deems suitable after consultation with the Ministry of National Defense of the Republic of Ecuador. The officer shall in all cases pay the cost of subsistence incident to his hospitalization or that of a member of his family.

ARTICLE 28. If the officer or any member of his family should die in the Republic of Ecuador during the period while this Agreement is in effect, the Government of the Republic of Ecuador shall have the body transported to such place in the United States of America as the family may decide, but the cost to the Government of the Republic of Ecuador shall not exceed the cost of transporting the remains from the place of decease to New York City. Should the deceased be the officer, his services shall be considered to have terminated fifteen (15) days after his death. Return transportation to the United States of America for the family of the deceased officer and for their household effects, baggage and automobile shall be provided as prescribed in Article 20. All compensation due the deceased officer and reimbursement due the deceased officer for expenses and transportation on official business of the Government of the Republic of Ecuador shall be paid to the widow of the officer, or to any other person who may have been designated in writing by the officer, provided such widow or other person shall not be compensated for the accrued leave of the deceased, and further provided that these compensations shall be paid within fifteen (15) days after the death of the officer.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this Agreement in duplicate, each one in the English and Spanish languages at Washington, this thirteenth day of September, 1943.

For the United States of America:

CORDELL HULL [SEAL]

*Secretary of State of the United
States of America*

For the Republic of Ecuador:

C. E. ALFARO [SEAL]

*Ambassador Extraordinary and
Plenipotentiary of the Re-
public of Ecuador in Wash-
ington*

MILITARY MISSION

Agreement signed at Washington June 29, 1944

Entered into force June 29, 1944

Amended by agreements of July 8 and 12, August 23, and September 21, 1948;¹ May 10 and 26, 1955;² and February 25 and May 22, 1959³

Extended by agreements of July 8 and 12, August 23, and September 21, 1948,¹ and May 10 and 26, 1955²

58 Stat.1300; Executive Agreement Series 408

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF ECUADOR

In conformity with the request of the Government of the Republic of Ecuador 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 Mission⁴ to the Republic of Ecuador under the conditions specified below:

TITLE I

Purpose and Duration

ARTICLE 1. The purpose of this Mission is to cooperate with the Minister of National Defense of the Republic of Ecuador and with the personnel of the Ecuadoran Army with a view to enhancing the efficiency of the Ecuadoran 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 Ecuador, 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.

¹ TIAS 1843, *post*, p. 447.

² 6 UST 781; TIAS 3221.

³ 10 UST 1095; TIAS 4249.

⁴ For an amendment to the preamble, see agreement of May 10 and 26, 1955 (6 UST 781; TIAS 3221).

ARTICLE 3. If the Government of the Republic of Ecuador 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.⁵

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 Ecuador at any time during a period when either Government is involved in domestic or foreign hostilities.

TITLE II

Composition and Personnel

ARTICLE 6. This Mission shall consist of such personnel of the United States Army as may be agreed upon by the Minister of National Defense of the Republic of Ecuador through his authorized representative in Washington and by the War Department of the United States of America.⁶

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 National Defense of the Republic of Ecuador and the Chief of the Mission.

ARTICLE 8. The members of the Mission shall be responsible solely to the Minister of National Defense of the Republic of Ecuador through the Chief of the Mission.

ARTICLE 9.⁷ 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 Ecuadoran officers of the same rank.

⁵ For an amendment adding a clause to art. 4, see agreement of July 8 and 12, Aug. 23, and Sept. 21, 1948 (TIAS 1843), *post*, p. 447.

⁶ For an amendment to art. 6, see agreement of May 10 and 26, 1955 (6 UST 781; TIAS 3221).

⁷ For an amendment to art. 9, see *ibid*.

ARTICLE 10.⁸ Each member of the Mission shall be entitled to all benefits and privileges which the Regulations of the Ecuadoran Army provide for Ecuadoran officers and enlisted men of corresponding rank.

ARTICLE 11. The personnel of the Mission shall be governed by the disciplinary regulations of the United States Army.

TITLE IV

Compensation and Perquisites

ARTICLE 12. Members of the Mission shall receive from the Government of the Republic of Ecuador 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 Ecuador 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. Payment may be made in the Ecuadoran national currency and when so made shall be computed at the highest rate of exchange in Quito on the day on which due. Payments made outside of the Republic of Ecuador shall be in the national currency of the United States of America. The compensation shall not be subject to any tax, now or hereafter in effect, of the Government of the Republic of Ecuador or of any of its political or administrative subdivisions. Should there, however, at present or while this Agreement is in effect, be any taxes that might affect this compensation, such taxes shall be borne by the Minister of National Defense of the Republic of Ecuador in order to comply with the provision of this Article that the compensation agreed upon shall be net.

ARTICLE 13. The compensation agreed upon as indicated in the preceding Article shall commence upon the date of departure from the United States of America of each member of the Mission, and, except as otherwise expressly provided in this Agreement, shall continue, following the termination of duty with the Mission, for the return voyage to the United States of America and thereafter for the period of any accumulated leave which may be due.

ARTICLE 14. The compensation due for the period of the return trip and accumulated leave shall be paid to a detached member of the Mission before his departure from the Republic of Ecuador, and such payment shall be computed for travel by the shortest usually traveled route to the port of entry in the United States of America, regardless of the route and method of travel used by the member of the Mission.

ARTICLE 15. Each member of the Mission and each dependent member of his family shall be provided by the Government of the Republic of Ecuador with first-class accommodations for travel required and performed

⁸ For an amendment in the payment and benefit procedures under arts. 10, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 25, and 29, see agreement of Feb. 29 and May 22, 1959 (10 UST 1095; TIAS 4249).

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 Ecuador, and from his official residence in the Republic of Ecuador to the port of debarkation in the United States of America. The expenses of shipment of his 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 Ecuador shall also be paid by the Government of the Republic of Ecuador; this shall include all necessary expenses incident to unloading from the steamer upon arrival in the Republic of Ecuador, cartage between the ship and the residence in the Republic of Ecuador, and packing and loading on board the steamer upon departure from the Republic of Ecuador. 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 the Republic of Ecuador for temporary duty, as additional personnel, or replacements for members of the Mission.

ARTICLE 16. The household effects, personal effects, baggage, and automobile, of the members of the Mission and their families, shall be exempt from customs duties in the Republic of Ecuador, or if such customs duties are imposed and required, an equivalent additional allowance to cover such charge shall be paid by the Government of the Republic of Ecuador. During service in the Republic of Ecuador the members of the Mission shall be permitted to import articles needed for their personal use and for the use of their families without payment of customs duties, provided that their requests for free entry have received the approval of the Ambassador of the United States of America or of the *Chargé d'Affaires ad interim*.

ARTICLE 17. If the services of any member of the Mission should be terminated by the Government of the United States of America, except as established in the provisions of Article 5, before the completion of two years of service, the provisions of Article 15 shall not apply to the return trip. If the services of any member of the Mission should terminate or be terminated before the completion of two years of service, for any other reason, including those established in Article 5, such member shall receive from the Government of the Republic of Ecuador all compensations, emoluments, and perquisites as though he had completed two years of service, but the annual salary shall terminate as provided in Article 13. But should the Government of the United States of America recall any member for breach of discipline, the cost of the return trip to the United States of America of such member, his family, household effects, baggage, and automobile, shall not be borne by the Government of the Republic of Ecuador.

ARTICLE 18. Compensation for transportation and traveling expenses in the Republic of Ecuador on official business of the Government of the Republic of Ecuador shall be provided by the Government of the Republic of Ecuador in accordance with the provisions of Article 10.

ARTICLE 19. The Government of the Republic of Ecuador shall provide the Chief of the Mission with suitable motor transportation 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 Ecuador 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 Ecuador 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 member of his family should die in the Republic of Ecuador during the period while this Agreement is in effect, the Government of the Republic of Ecuador shall have the body transported to such place in the United States of America as the family may decide, but the cost to the Government of the Republic of Ecuador shall not exceed the cost of transporting the remains from the place of decease to New York City. Should the deceased be a member of the Mission, his services with the Mission shall be considered to have terminated fifteen (15) days after his death. Return transportation to New York City for the family of the deceased member and for their household effects, baggage, and automobile shall be provided as prescribed in Article 15. 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 the Republic of Ecuador 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 member while serving under the terms of this Agreement, but such 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 before the departure of the widow or such other persons from the Republic of Ecuador and within fifteen (15) days after the death of the member.

TITLE V

Requisites and Conditions

ARTICLE 22. So long as this Agreement, or any extension thereof, is in effect, the Government of the Republic of Ecuador shall not engage the services of any personnel of any other foreign government for duties of any nature connected with the Ecuadoran Army except by mutual agreement between the Government of the United States of America and the Government of the Republic of Ecuador.

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 Ecuador, 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 Ecuador 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 Ecuador.

ARTICLE 28. Members of the Mission that may be replaced shall terminate their services on the Mission only upon the arrival of their replacements, except when otherwise mutually agreed upon in advance by the respective Governments.

ARTICLE 29. The Government of the Republic of Ecuador 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 National Defense of the Republic of Ecuador, 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 Ecuador shall be paid by the Government of the Republic of Ecuador. 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 Ecuador. Families shall enjoy the same privileges agreed upon in this Article for members of the Mission, except that a member of the Mission shall in all cases pay the cost of subsistence incident to hospitalization of a member of his family, except as may be provided under Article 10.

ARTICLE 30. Any member of the Mission unable to perform his duties with the Mission by reason of long continued physical disability shall be replaced.

IN WITNESS WHEREOF, the undersigned, Cordell Hull, Secretary of State of the United States of America, and José A. Correa, Chargé d'Affaires ad interim of the Republic of Ecuador in Washington, duly authorized thereto, have signed this Agreement in duplicate, in the English and Spanish languages, in Washington, this twenty-ninth day of June, one thousand nine hundred forty-four.

For the United States of America :

CORDELL HULL [SEAL]

For the Republic of Ecuador :

JOSÉ A. CORREA [SEAL]

HEALTH AND SANITATION PROGRAM

Exchange of notes at Quito December 23, 1944, and January 15, 1945, supplementing and extending agreement of February 24, 1942

Entered into force January 15, 1945

Program expired June 30, 1960

59 Stat. 1590; Executive Agreement Series 473

The American Ambassador to the Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 503

December 23, 1944

EXCELLENCY:

I have the honor to refer to the communications between the Acting Secretary of State of the United States of America and the Minister-Counselor of the Ecuadoran Embassy in Washington, D.C., dated February 24, 1942,¹ relating to the initiation of the cooperative program of public health and sanitation in Ecuador. Your Excellency will recall that the United States Government, subsequent to the exchange of these communications, has allocated the sum of two million seven hundred and fifty thousand five hundred dollars (\$2,750,500.00 U.S.) to be used in carrying out the cooperative health and sanitation program in accordance with resolution XXX approved at the Third Meeting of the Ministers of Foreign Affairs of the American Republics, held at Rio de Janeiro in January, 1942.²

I have the honor to state that my Government is prepared, if Your Excellency's Government so desires, to make available, through the Institute of Inter-American Affairs an additional sum of two hundred thousand dollars (\$200,000.00 U.S.) for the purpose of cooperating with the Government of Ecuador in prolonging the aforementioned program of health and sanitation on the understanding that the Government of Ecuador for its part will contribute the sum of two hundred thousand dollars (\$200,000.00 U.S.), both at an agreed rate of exchange. The extension of the program would terminate December 31, 1947, insofar as the funds contributed by the United States are concerned.

¹ EAS 379, *ante*, p. 368.

² For text, see *Department of State Bulletin*, Feb. 7, 1942, p. 137.

The type of work and specific projects to be undertaken and the cost thereof and the methods and procedures to be employed in conducting the program would be mutually agreed to by the appropriate official of the Government of Ecuador and an appropriate official of the Institute of Inter-American Affairs.

The Government of the United States of America would continue to furnish such experts as would be considered necessary in order to collaborate with Your Excellency's Government in continuing the health and sanitation program.

All completed works and property acquired in connection with the program would become the property of the Government of Ecuador.

No project would be undertaken that would require services, supplies or materials, the procurement of which would handicap any phase of the war effort.

I would be glad if Your Excellency would be so good as to confirm to me your approval of this general proposal with the understanding that the program would be a subject of further discussion and agreement as provided for herein.

Please accept, Excellency, the renewed assurances of my highest and most distinguished consideration.

R. M. SCOTTEN

His Excellency

DR. CAMILO PONCE ENRÍQUEZ,
Minister for Foreign Affairs,
Quito.

The Minister of Foreign Affairs to the American Ambassador

[TRANSLATION]

REPUBLIC OF ECUADOR
MINISTRY OF FOREIGN AFFAIRS

No. 12-DDP-3

QUITO, January 15, 1945

MR. AMBASSADOR:

I have the honor to acknowledge the receipt of Your Excellency's kind note no. 503, dated December 23 of last year, in which reference is made to the communications exchanged between the Department of State of the United States of America and the Embassy of Ecuador in Washington, D.C., February 24, 1942, relating to the initiation of the cooperative program of public health and sanitation in my country, and you are good enough to remind me that, subsequent to the exchange of these communications, the Government of the United States of America allocated the sum of two million seven hundred and fifty thousand five hundred dollars (\$2,750,500.-00) for the carrying out of the above-mentioned program, in accordance with

resolution XXX approved at the Third Meeting of Ministers of Foreign Affairs of the American Republics.

2. Your Excellency adds that the Government of the United States of America is prepared, if the Government of Ecuador so desires, to make available, through the Institute of Inter-American Affairs an additional sum of two hundred thousand dollars (\$200,000.00) for the purpose of continuing to cooperate in carrying out the program of health and sanitation initiated in 1942, for which my Government also would contribute an equal sum which, as well as that promised by the Government of the United States of America, would be quoted at an agreed rate of exchange.

3. The extension of the program would terminate December 31, 1947, as Your Excellency is good enough to state, in so far as the funds contributed by the Government of the United States are concerned.

4. I am pleased to communicate to Your Excellency that the Government of Ecuador accepts the handsome offer of the Government of the United States of America and that, for its part, it is likewise prepared to contribute the sum of two hundred thousand dollars (\$200,000.00) for the continuation of the program of public health and sanitation.

5. The terms and conditions of the extension, as well as the specification of the works to be carried out, will be agreed upon between the Minister of Social Welfare and Labor and the official whom the Institute of Inter-American Affairs will designate for this purpose.

6. I beg of Your Excellency that you be good enough to express to the Government of the United States of America the gratitude of my country for this new proof of friendly cooperation.

I avail myself of the opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

C. PONCE ENRÍQUEZ

His Excellency

ROBERT MCGREGOR SCOTTEN,

*Ambassador Extraordinary and Plenipotentiary
of the United States of America*

COOPERATIVE EDUCATION PROGRAM

Exchange of notes at Quito January 22, 1945

Entered into force January 22, 1945

*Superseded by agreement of October 2 and November 14, 1947*¹

61 Stat. 3257; Treaties and Other
International Acts Series 1660

EXCHANGE OF NOTES

The American Ambassador to the Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

Quito, January 22, 1945

No. 18

EXCELLENCY:

I have the honor to refer to previous conversations between myself and Mr. Kenneth Holland, President of the Inter-American Educational Foundation, Inc., the Minister of Public Education and other officials of the Government of Ecuador, concerning the possibility of a cooperative program of education in Ecuador.

I have the honor to inform your Excellency that pursuant to Resolution No. 28 of the First Conference of Ministers and Directors of Education of the American Republics, and pursuant to the expressed desire of the Government of the Republic of Ecuador, the Government of the United States is prepared to undertake a cooperative program of education with the Government of Ecuador, for the purpose of bringing about a better interchange of educational ideas and methods between the two countries.

I have the honor to state that my Government, acting through the Inter-American Educational Foundation, Inc., a corporation of the Office of the Coordinator of Inter-American Affairs, is prepared to make available for such a cooperative program of education the sum of One Hundred Thousand Dollars (\$100,000.00 U.S.) at an agreed minimum rate of exchange, on the understanding that the Government of Ecuador for its part will contribute the sum of Six Hundred Seventy Thousand Sucres (S/670.000,00), being the equivalent of Fifty Thousand Dollars (\$50,000.00 U.S.) at the same rate of exchange, as well as such personnel, supplies and materials as it may see fit to provide within Ecuador.

¹ TIAS 1749, *post*, p. 430.

It is proposed that the program be carried on for approximately three years, in accordance with the following general plan.

At the request of Your Excellency's Government and within the limit of the funds set aside for the purpose, the Foundation will send to Ecuador such educational specialists as may be considered necessary in order to collaborate with your Excellency's Government in the cooperative program, and they shall be acceptable to the Ecuadoran Government. This group shall be under the direction of an official who will be designated as the Special Representative of the Inter-American Educational Foundation, Inc., and will be the representative of the Foundation in Ecuador in connection with this program.

The specific projects and activities to be undertaken and the allocation of program funds therefor, and the methods and procedures and administrative practices to be employed in conducting the program, will be mutually agreed upon by the Minister of Education of the Government of Ecuador and the Special Representative of the Foundation. Such projects will include the sending of Ecuadoran specialists in education to the United States.

It is proposed that the program be carried out through an appropriate organization, section or procedures to be established within the Ministry of Education itself with administrative autonomy and that the said Special Representative shall also be named as the Director of such organization or section and shall administer the program.

Of the funds made available by the United States Government, Seventy Thousand Dollars (\$70,000.00 U.S.) will be set aside and used for paying the salaries and other expenses of the educational specialists furnished by the Foundation, and the balance, together with the funds contributed by the Government of Ecuador, would be made available in Ecuador for the projects and activities mutually agreed upon for the program.

All property purchased with the funds made available in accordance with this proposal will become the property of the Government of Ecuador and shall be used for the cooperative program of education.

Inasmuch as the specialists to be sent to Ecuador by the Foundation will be United States citizens and employees of the United States Government and also non-residents of Ecuador, it is suggested that they shall be exempt from all income taxes and social security taxes with respect to income on which they are obliged to pay income or social security taxes to the Government of the United States of America, and from payment of customs and import duties and other taxes on their personal effects and equipment and supplies for their own use, and from investment and deposit requirements and other foreign exchange controls on funds brought into Ecuador for their normal living expenses.

I should be glad if your Excellency would be so good as to confirm to me your approval of this general proposal, with the understanding that the details for the establishment and organization of the proposed cooperative

program shall be further discussed and settled by written agreement between the Foundation and the Minister of Education.²

Please accept, Excellency, the renewed assurances of my highest and most distinguished consideration.

R. M. SCOTTEN

His Excellency
Señor Doctor CAMILO PONCE ENRÍQUEZ,
Minister for Foreign Affairs,
Quito.

The Minister of Foreign Affairs to the American Ambassador

[TRANSLATION]

REPUBLIC OF ECUADOR
MINISTRY OF FOREIGN RELATIONS
28-DDP-5

QUITO, *January 22, 1945*

Mr. AMBASSADOR:

I have the honor to reply to Your Excellency's courteous note number 18 of the 22d of the current month, in which, with reference to the conversations held with the Minister of Public Education and Mr. Kenneth Holland, President of the "Inter-American Educational Foundation, Inc." and other officials of the Government of Ecuador concerning the possibility of undertaking a cooperative program of education, you inform me that the United States Government is prepared to comply with the Ecuadoran Government's desire to carry out that project which assuredly would serve to stimulate the exchange of educational ideas and methods between the two countries.

2. Your Excellency informs me that the United States Government, acting through the "Inter-American Educational Foundation, Inc." will cooperate in the said educational program by making available the sum of \$100,000 at a minimum rate of exchange—provided that the Government of Ecuador for its part allocates for that purpose an amount equivalent to \$50,000 at the same rate of exchange—as well as such personnel and other essentials as it may consider necessary to provide.

3. Your Excellency states that the United States Government acting through the Foundation, will send such specialists as may be necessary to collaborate with the Ecuadoran personnel. The specialized personnel is to be under the direction of a North American official who will be the special representative of the Foundation.

² For contract signed Jan. 22, 1945, by the President of the Inter-American Educational Foundation, Inc. and the Ecuadoran Minister of Public Education, see 61 Stat. 3261 or p. 7 of TIAS 1660.

4. You indicate that, in accordance with the decisions made in agreement with the Minister of Education, the projects and activities to be undertaken, as well as the other details related to the development of the cooperative educational program, must be duly carried out by mutual agreement between the Ecuadoran officials and the North American specialists.

5. In the name of the Ecuadoran Government, I wish to express to Your Excellency the satisfaction with which the intention of the North American Government to cooperate in this country's educational endeavors is regarded, and I thank Your Excellency for the timely and effective steps taken to bring to fruition that aspiration on the part of Ecuador.

6. The Ministry of Education will, in due time, proceed to establish the Organization with administrative autonomy which, within the framework of the Agreement, will take charge of the scientific and effective development of the program agreed upon.

7. For my part, in giving my approval to the general basis on which the Cooperative Educational Agreement is to be effected, I must inform Your Excellency that I will not fail to make every possible effort tending toward the success of the program, and to the end that this test of cooperation may become a new factor for a better understanding between our two countries.

8. With respect to the possibility that certain privileges and exemptions specified in the note to which I am replying may be granted to North American officials, I do not believe it possible to make a definite statement at this time; for a careful study of Ecuadoran legislation will have to be made in order to determine how to reconcile the granting of such privileges with the pertinent legal provisions.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

C. PONCE ENRÍQUEZ

His Excellency

Mr. ROBERT MCGREGOR SCOTTEN

*Ambassador Extraordinary and Plenipotentiary
of the United States of America.*

MILITARY SERVICE

Exchange of notes at Washington April 2 and 5, 1945

Entered into force April 5, 1945

*Terminated March 31, 1947*¹

59 Stat. 1598; Executive Agreement Series 475

The Secretary of State to the Ecuadorean Ambassador

DEPARTMENT OF STATE

WASHINGTON

April 2, 1945

EXCELLENCY:

I have the honor to refer to the verbal indication made on March 23, 1945, by an officer of the Ecuadoran Embassy to an officer of the Department of State that Your Excellency's Government desires to conclude an agreement with this Government with respect to the application of the United States Selective Training and Service Act of 1940, as amended,² to Ecuadoran 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.

¹ Upon termination of functions of U.S. Selective Service System (60 Stat. 341).

² 54 Stat. 885.

This Government has, therefore, initiated a procedure permitting aliens who have registered under the Selective Training and Service Act of 1940, as amended, who are nationals of certain cobelligerent countries and who have not declared their intention of becoming American citizens to elect to serve in the forces of their respective countries, in lieu of service in the armed forces of the United States, at any time prior to their induction into the armed forces of this country. This Government is also affording to such nationals, who may already be serving in the armed forces of the United States, an opportunity of electing to transfer to the armed forces of their own country. The details of the procedure are arranged directly between the War Department and the Selective Service System on the part of the United States Government and the appropriate authorities of the cobelligerent government concerned. It should be understood, however, that in all cases a person exercising an option under the procedure must actually be accepted by the military authorities of the country of his allegiance before his departure from the United States.

Before the above-mentioned procedure is made effective with respect to a cobelligerent country, this Department wishes to receive from the diplomatic representative in Washington of that country a note stating that his government desires to avail itself of the procedure and in so doing agrees that:

(a) No threat or compulsion of any nature will be exercised by his government to induce any person in the United States to enlist in the forces of his or any foreign government;

(b) Reciprocal treatment will be granted to American citizens by his government; that is, prior to induction in the armed forces of his government they will be granted the opportunity of electing to serve in the armed forces of the United States in substantially the same manner as outlined above. Furthermore, his government shall agree to inform all American citizens serving in its armed forces or former American citizens who may have lost their citizenship as a result of having taken an oath of allegiance on enlistment in such armed forces and who are now serving in those forces that they may transfer to the armed forces of the United States provided they desire to do so and provided they are acceptable to the armed forces of the United States. The arrangements for effecting such transfers are to be worked out by the appropriate representatives of the armed forces of the respective governments;

(c) No enlistments will be accepted in the United States by his government of American citizens subject to registration or of aliens of any nationality who have declared their intention of becoming American citizens and are subject to registration.

This Government is prepared to make the proposed regime effective immediately with respect to Ecuador 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:

NELSON A. ROCKEFELLER

His Excellency,
Señor GALO PLAZA,
Ambassador of Ecuador.

The Ecuadorean Ambassador to the Secretary of State

[TRANSLATION]

EMBASSY OF ECUADOR
WASHINGTON

No. 65

APRIL 5, 1945

MR. SECRETARY:

I have the honor to inform Your Excellency that I have received instructions from my Government to accept the administrative arrangement proposed by Your Excellency in your note of the second instant, with respect to the application of the 1940 United States Selective Training and Service Act to Ecuadorean citizens.

The Ecuadorean Government accepts, on reciprocal terms, the option proposed in favor of Ecuadorean citizens registered under the said law or at present serving under the United States flag, to request their incorporation or transfer to the Ecuadorean Army, as well as the guarantees stipulated in paragraphs (a), (b), and (c) of the said note.

The Government of Ecuador is willing to have the said arrangement become immediately effective and to discuss the details of its application with the appropriate authorities of the United States Government.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

GALO PLAZA

His Excellency
EDWARD R. STETTINIUS, Jr.,
Secretary of State,
Washington, D.C.

MILITARY AIR TRANSIT RIGHTS

Exchange of notes at Quito June 7 and 11, 1946

Entered into force June 11, 1946

[For text, see 3 UST 536; TIAS 2411.]

AIR TRANSPORT SERVICES

Agreement signed at Quito January 8, 1947, with annex

Ratified by Ecuador April 24, 1947

Entered into force April 24, 1947

Annex amended by agreement of January 3 and 10, 1951¹

61 Stat. 2773; Treaties and Other
International Acts Series 1606

COMMERCIAL AIR TRANSPORT AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF ECUADOR

Having in mind the resolution signed under date of December 7, 1944, at the International Civil Aviation Conference in Chicago, for the adoption of a standard form of agreement for air routes and services, and the desirability of mutually stimulating and promoting the further development of air transportation between the United States of America and the Republic of Ecuador, the two Governments parties to this arrangement agree that the establishment and development of air transport services between their respective territories shall be governed by the provisions of the present agreement, for which purpose they have appointed the following plenipotentiaries: His Excellency the Constitutional President of the Republic of Ecuador, Señor Don Enrique Arizaga Toral, Minister of the Treasury, Acting Minister for Foreign Affairs;

His Excellency the President of the United States of America, Mr. Robert McGregor Scotten, his Ambassador Extraordinary and Plenipotentiary in Quito.

Who, having exhibited their Full Powers, found to be in good and due form, have agreed upon the following articles:

ARTICLE 1

Each contracting party grants to the other contracting party the rights as 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

Each of the air services so described shall be placed in operation as soon as the contracting party to whom the rights have been granted by Article 1 to designate an airline or airlines for the route concerned has authorized an airline for such route, and the contracting party granting the rights shall,

¹ 2 UST 482; TIAS 2196.

subject to Article 6 hereof, be bound to give the appropriate operating permission to the airline or airlines concerned; provided that the airlines so designated may be required to fulfill before the competent aeronautical authorities of the contracting party granting the rights the requirements of law and to comply with laws and the regulations in force and those which may be prescribed subsequently before being authorized to initiate the operations contemplated by this agreement; and provided that in areas of hostilities or of military occupation, or in areas affected thereby, this service shall be subject to the approval of the competent military authorities.

ARTICLE 3

In order to prevent discriminatory practices and to assure equality of treatment, both contracting parties agree that:

(a) Each of the contracting parties may impose or permit to be imposed just and reasonable charges for the use of public airports and other facilities under its control. Each of the contracting parties agrees, however, that these charges shall not be higher than would be paid for the use of such airports and facilities by its national aircraft engaged in similar international services.

(b) Fuel, lubricating oils, and spare parts introduced into the territory of one contracting party by the other contracting party or its nationals, and intended solely for use by aircraft of 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 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 routes and services described in the Annex shall, upon arriving in or leaving the territory of the other contracting party, be exempt from customs, inspection fees or similar duties or charges, even though such supplies be used or consumed by such aircraft on flights in that territory.

ARTICLE 4

Certificates of airworthiness, certificates of competency and licenses issued or rendered valid by one contracting party 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 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 the authorities of another state.

ARTICLE 5

(a) The laws and regulations of one contracting party relating to the admission to or departure from its territory of aircraft engaged in international

air navigation, or to the operation and navigation of such aircraft while within its territory, shall be applied to the aircraft of 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 airlines designated by 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 the certificate or permit of an airline designated by the other contracting party in the event substantial ownership and effective control of such airline are not vested in nationals of the other contracting party, or in case of failure by the airline designated by the other contracting party to comply with the laws and regulations of the contracting party over whose territory it operates, as described in Article 5 hereof, or otherwise to fulfill the conditions under which the rights are granted in accordance with this agreement and its Annex; or in case the aircraft in service are not operated by crews which are nationals of the other contracting party, except when the crews are receiving instruction.

ARTICLE 7

This agreement and all contracts connected therewith shall be registered with the Provisional International Civil Aviation Organization or its successor.

ARTICLE 8

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 according to their terms.

ARTICLE 9

This agreement or any of the rights for air transport services granted thereunder may, without prejudice to Article 8 above, be terminated by either contracting party upon giving one year's notice to the other contracting party.

ARTICLE 10

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 con-

sultation 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 11

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 the Interim Council of the Provisional International Civil Aviation Organization (in accordance with the provisions of Article III, Section six (8) of the Provisional Agreement on International Civil Aviation signed at Chicago on December 7, 1944 ²) or to its successor, unless the contracting parties agree to submit the dispute to an arbitration tribunal designated by agreement between the same contracting parties, or to some other person or body. 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 12

Upon the coming into force of a general multilateral aviation convention, agreed to by both contracting parties, the provisions of the present agreement shall be modified to conform with those of such convention.

ARTICLE 13

For the purposes of this agreement and its Annex, except where otherwise provided therein:

(a) the expression "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, or similar functions, and in the case of the Republic of Ecuador, the Minister of National Defense or any person or agency authorized to perform the functions exercised at present by that Minister, or similar functions.

(b) the expression "designated airlines" shall mean those airlines, that the aeronautical authorities of one of the contracting parties have stated in writing to the aeronautical authorities of the other contracting party, have been designated by it, in conformity with the stipulations of this agreement, for the routes specified in such designation.

² EAS 469, *ante*, vol. 3, p. 934.

ARTICLE 14

This agreement, including the provisions of the Annex thereof, will come into force when ratified by Ecuador in accordance with its Constitution.

In witness whereof, the plenipotentiaries heretofore mentioned have signed the present agreement and have affixed their seals thereto.

Done at Quito this eighth day of January, 1947, in duplicate in the English and Spanish languages, each of which shall be of equal authenticity.

For the Government of the United States of America:

R. M. SCOTTEN [SEAL]

For the Government of the Republic of Ecuador:

E. ARÍZAGA TORAL [SEAL]

ANNEX TO COMMERCIAL AIR TRANSPORT AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF ECUADOR

SECTION 1

It is agreed between the contracting parties:

A. That the airlines of the two contracting parties operating on the routes described in this Annex shall enjoy fair and equal opportunity for the operation of the said routes.

B. That the air transport capacity offered by the airlines of both countries should bear a close relationship to traffic requirements.

C. That in the operation of common sections of trunk routes the airlines of the contracting parties should take into account their reciprocal interests so as not to affect unduly their respective services.

D. That the services provided by a designated airline under this agreement and its Annex shall retain as their primary objective the provision of capacity adequate to the traffic demands between the country of which such airline is a national, and points under its jurisdiction, and the country of ultimate destination of the traffic.

E. That the right to embark and to disembark at points under the jurisdiction of the other contracting party international traffic destined for or coming from third countries at a point or points hereinafter specified, shall be applied in accordance with the general principles of orderly development to which both Governments subscribe and shall be subject to the general principle that capacity shall be related:

1. To traffic requirements between the country of origin, and points under its jurisdiction, and the countries of destination.

2. To the requirements of through airline operation, and

3. To the traffic requirements of the area through which the airline passes after taking account of local and regional services.

F. The appropriate aeronautical authorities of each of the contracting parties will 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 Section E of this Annex are being followed by the airlines designated by the contracting parties, so as to prevent an unfair proportion of traffic being diverted from any designated airline through violation of the principle or principles enunciated elsewhere in this agreement or its Annex.

SECTION 2

A. Airlines of the United States of America, designated in conformity with the present agreement, are accorded rights of transit and of nontraffic stop in the territory of the Republic of Ecuador as well as the right to pick up and discharge international traffic in passengers, cargo, and mail at Quito, Guayaquil, Riobamba, Esmeraldas, Manta, Salinas, Cuenca and Loja, on the following routes via intermediate points in both directions:

1. The United States and/or the Canal Zone to Quito, Riobamba, Esmeraldas, Manta, Salinas, Guayaquil, Cuenca and Loja and beyond Ecuador.

- a. From Quito to Ipiales, Colombia
- b. To points in Peru and beyond

2. The United States to Quito and Guayaquil and thence to Peru and beyond.

On the above route the airline or airlines authorized to operate the route may operate nonstop flights between any of the points enumerated omitting stops at one or more of the other points so enumerated.

B. Airlines of the Republic of Ecuador, designated in conformity with the present agreement, are accorded rights of transit and of nontraffic stop in the territory of the United States of America as well as the right to pick up and discharge international traffic in passengers, cargo, and mail at a point or points in the territory of the United States along a route or routes agreed to by the Governments of the United States and of Ecuador at such time as the Government of Ecuador desires to commence operations.

On the above route the airline or airlines authorized to operate the route may operate nonstop flights between any of the points enumerated omitting stops at one or more of the other points so enumerated.

HEALTH AND SANITATION PROGRAM

Exchange of notes and extension agreement signed at Quito June 21, 1947, supplementing and extending agreement of February 24, 1942, as supplemented and extended

Entered into force June 21, 1947; operative January 1, 1948

Program expired June 30, 1960

61 Stat. 3103; Treaties and Other
International Acts Series 1645

The American Chargé d'Affaires ad interim to the Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

Quito, June 21, 1947

No. 211

EXCELLENCY:

I have the honor to refer to the Embassy's note no. 503 of December 23, 1944 and the Ministry's reply, note no. 12-DDP-3 of January 15, 1945,¹ the exchange of communications under which our governments agreed to continue until December 31, 1947 the cooperative program of public health and sanitation in Ecuador initiated in 1942.²

Since Your Excellency's Government expressed a desire for an extension of this agreement, and since my government was agreeable to extend it in modified form to June 30, 1948, Dr. Charles H. Miller, Special Representative of the Institute of Inter-American Affairs, undertook to discuss the matter with the appropriate officials of the Ecuadoran Ministry of Social Welfare and Labor. Approval of these direct discussions between Dr. Miller and the Ministry of Social Welfare and Labor was given during my recent conversation with the Under Secretary of the Ministry of Foreign Relations.

Enclosed is a copy of the agreement which they reached as signed today by Dr. Miller for the Institute of Inter-American Affairs and by Dr. Adolfo Jurado Gonzalez for the Ministry of Social Welfare and Labor.

I would be glad if Your Excellency would be so good as to confirm to me your approval of the proposals set forth in this agreement.

¹ EAS 473, *ante*, p. 398.

² Exchange of notes at Washington Feb. 24, 1942 (EAS 379), *ante*, p. 368.

It would be appreciated if I could have two signed copies of Your Excellency's reply.

Please accept, Excellency, the renewed assurances of my highest and most distinguished consideration.

GEO. P. SHAW
Chargé d'Affaires ad interim

Enclosures:

Copy of Agreement.

Copy of translation of Agreement.

His Excellency

Doctor JOSÉ VICENTE TRUJILLO,
Minister for Foreign Affairs,
Quito.

EXTENSION AGREEMENT

Relative to the Extension of the Cooperative Health and Sanitation Program by the Government of Ecuador and the Institute of Inter-American Affairs

THIS EXTENSION AGREEMENT between Dr. Adolfo Jurado González Minister of Social Welfare and Labor (hereinafter called the "Minister"), representing the Government of Ecuador, and the Institute of Inter-American Affairs, a corporate instrumentality of the Government of the United States of America (hereinafter called the "Institute"), represented by Dr. Charles H. Miller (hereinafter referred to as the "Special Representative"), is entered into for the purpose of recording an extension and modification of the cooperative health and sanitation program which was undertaken in Ecuador pursuant to the exchange of notes between His Excellency Señor Dr. Eduardo Salazar, Minister Counselor of the Ecuadorean Embassy to the United States and the Honorable Mr. Sumner Welles, Under Secretary of State of the United States on February 24, 1942, as modified by subsequent exchange of notes between the Honorable Robert McGregor Scotten, Ambassador of the United States to Ecuador, and His Excellency Dr. Camilo Ponce Enriquez, Minister of Foreign Affairs of Ecuador, on December 23, 1944 and January 15, 1945, respectively, and in accordance with the agreement contained in the exchange of correspondence between the Representative of the Institute and the Minister of Social Welfare of Ecuador, dated January 4 and January 8, 1943, respectively, as further modified by later correspondence between the Executive Vice President of the Institute and the Minister of Social Welfare of Ecuador dated December 22, 1944, January 13, 1945, and January 18, 1945, (all of such notes and exchange of correspondence being hereafter collectively called the "Basic Agreement").

CLAUSE I

The parties hereto mutually intend, agree and declare that the Basic Agreement, be and hereby is extended for an additional period of six months beginning the first day of January 1948 and ending the thirtieth day of June, 1948 and modified according to the clauses hereinafter set forth.

CLAUSE II

The cooperative health and sanitation program in Ecuador shall continue to be carried out through the Servicio Cooperativo Interamericano de Salud Pública (hereinafter called the "Servicio").

CLAUSE III

The Institute shall continue to be represented in Ecuador by a field party of its officials and technicians known as the "Field Party of the Health and Sanitation Division of The Institute of Inter-American Affairs in Ecuador", and the Field Party shall remain under the immediate direction of an Institute official known as the "Chief of Field Party". The Chief of Field Party shall continue to serve as Director of the Servicio for the period comprehended by this Extension Agreement.

CLAUSE IV

The balance (in the amount of approximately four hundred sixty thousand sucres—S/.460,000.00) of the deposit of nine hundred twenty thousand sucres (S/.920,000.00) required by the Basic Agreement to be made by the Government of Ecuador during January, 1947 in the Banco Central del Ecuador (or any other bank mutually agreed upon by the Minister and the Chief of Field Party) to the credit of the Servicio for use in carrying out the cooperative program, has not been made and the parties hereby agree to extend the time for making the deposit of such balance of approximately S/.460,000.00 and the Government of Ecuador agrees to deposit such balance of funds in the said bank to the account of the Servicio during the month of August, 1947.

CLAUSE V

In addition to the funds required to be deposited by the parties pursuant to the Basic Agreement and the funds referred to in CLAUSE IV hereof, the cooperative health and sanitation program will be further financed as follows:

A. The Institute shall contribute the sum of not to exceed \$180,000 USC, of which amount \$100,000 USC shall be deposited to the account of the Servicio in the bank mentioned in CLAUSE IV hereof in the following manner:

During August 1947.....	\$50,000
During January 1948.....	50,000
	<hr/>
	\$100,000

B. The Institute will use the balance of funds, in the amount of \$80,000 USC, required to be contributed by this Extension Agreement for payment of the salaries and expenses, including traveling expenses of the personnel of the Institute Field Party in Ecuador and other Institute employees. The sum of \$80,000 USC will be retained by the Institute for these purposes and maintained separate and apart from the funds required hereby to be deposited to the account of the Servicio by the Institute and any unexpended portion of such retained funds shall remain the property of the Institute.

C. The Government of Ecuador shall deposit in the account of the Servicio in the bank mentioned in **CLAUSE IV** hereof the sum of two hundred thousand dollars USC—\$200,000.00—or its equivalent in sucres, computed at a rate of exchange not smaller than 13.4 sucres to the dollar, in the following manner:

One hundred thousand dollars, or its equivalent in sucres, during
August, 1947.

One hundred thousand dollars, or its equivalent in sucres during
January, 1948.

D. The Institute may withhold from the deposits called for by **CLAUSE V-A** hereof the estimated amounts deemed necessary by the Minister and the Chief of Field Party to pay for the purchase in the United States of America of materials, supplies and equipment and other expenses relating to the execution of the program. Any funds so withheld by the Institute shall be considered as deposited under the terms of **CLAUSE V-A** hereof but, if they are not expended or obligated for such purposes, they shall be deposited to the account of the Servicio at any time by mutual agreement of the Minister and the Chief of Field Party.

E. By written agreement between the Minister and the Chief of Field Party, the dates for making deposits, as fixed under **CLAUSES IV, V-A and V-C** hereof may be amended according to the needs of the program.

F. Contributions, in addition to those set out in **CLAUSES IV, V-A and V-C** may be received at any time by the Servicio from any source whatsoever and expended by it in the same manner as other funds for the uses and objectives of the cooperative health and sanitation program provided that the receipt of any such additional contributions by the Servicio shall first be agreed upon in writing in advance by the Minister, the Chief of Field Party and the Director of the Servicio.

G. Interest on funds of the Servicio, and any income, upon investments of the Servicio, and any increment of assets of the Servicio of whatever nature of source, shall be dedicated to the realization of the program and shall not be credited against the contributions of the Government of Ecuador or of the Institute.

CLAUSE VI

The funds provided in this Extension Agreement for deposit to the Servicio may be used for maintaining projects in operation, and for projects to be

placed in operation. The cooperative health and sanitation program shall continue to consist of individual projects. Each project shall be embodied in a written project agreement which shall be mutually accepted and signed by the Minister, the Chief of Field Party and the Director of the Servicio. Each project agreement shall define the nature of the work to be done, the allocation of funds therefor, the parties responsible for the execution of the project and any other matters which the contracting parties may wish to determine. The transfer from the Servicio to the Ministry of Social Welfare and Labor, or otherwise, of the administration, operation, control and ownership of the individual projects shall be determined and prescribed for in written agreements signed by the Minister, the Chief of Party and the Director of the Servicio.

CLAUSE VII

The general policies and procedures governing the realization of the cooperative health and sanitation program, the carrying out of the projects, and the operations of the Servicio such as, but not limited to, the disbursement and accounting of funds, the purchase, use, inventory, control and disposition of property, and any other administrative matters, shall be determined and established by mutual agreement between the Minister, the Chief of Field Party and the Director of the Servicio. The procedures and methods established and in use for the operation of the Servicio under the Basic Agreement shall continue to apply to the operation of the Servicio during the period fixed in this Extension Agreement unless changed and amended as herein provided.

CLAUSE VIII

The Servicio, an integral part of the Ecuadorean Government, shall be exempt and immune from any and all taxes, fees, charges, imposts and customs duties, whether national, provincial or municipal and from all requirements for licenses.

CLAUSE IX

For the purpose of this agreement, the Government of Ecuador accepts and recognizes the Institute as a corporate instrumentality of the Government of the United States of America and therefore, among other things, the Institute shall be exempt from all import and export tariffs, taxes, contributions and other charges.

CLAUSE X

The Minister, the Chief of Field Party and the Director of the Servicio are empowered to delegate their authority, prerogatives and functions to duly appointed representatives of their own choosing provided that each such representative shall be satisfactory to the said official of the other government.

CLAUSE XI

This Extension Agreement shall become effective upon the exchange of diplomatic notes concerning the health and sanitation program between the Ministry of Foreign Affairs of the Government of Ecuador and the Embassy of the United States of America to Ecuador, or upon the date of execution hereof, in the event such notes have heretofore been exchanged. The Basic Agreement shall remain in full force and effect for the purpose of extending the cooperative health and sanitation program, except as it is modified or is inconsistent with this Extension Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Extension Agreement to be executed by their duly authorized representatives, in duplicate in the English and Spanish languages at Quito, Ecuador, this 21 day of June, 1947.

Ministry of Social Welfare
and Labor
By A. JURADO
Minister

The Institute of Inter-
American Affairs
By Dr. CHARLES H. MILLER
Special Representative

The Minister of Foreign Affairs to the American Chargé d'Affaires ad interim

[TRANSLATION]

REPUBLIC OF ECUADOR
MINISTRY OF FOREIGN RELATIONS
DIPLOMATIC DEPARTMENT

No. 150-DDP

QUITO, June 21, 1947

MR. CHARGÉ D'AFFAIRES:

I have the honor to acknowledge receipt of your courteous note number 211 of June 21 of the current year, in which reference is made to communications numbered 503 of December 23, 1944, and 12-DDP-3 of January 15, 1945, exchanged between your Embassy and this Ministry, respectively, by which our two Governments agreed to continue, until December 31, 1947, the co-operative program of public health and sanitation in Ecuador, which was inaugurated in the year 1942.

2. You add that, after my Government proposed to your Government to extend the said Agreement, subject to amendments thereto, until June 30, 1948, Dr. Charles H. Miller, Special Representative of the Institute of Inter-American Affairs, began to discuss the said amendments with the proper Authorities of Ecuador—the same amendments that have been definitively approved and that appear in the Agreement signed today by Doctor Adolfo Jurado González, Minister of Social Security and Labor, and Doctor Miller, representing the Institute of Inter-American Affairs.

3. You were good enough to transmit copies of the above-mentioned Agreement to me with the note which I am answering.

4. Concerning this matter, I am happy to inform you that the Government of Ecuador accepts and ratifies the terms agreed upon in the above-mentioned Agreement.

5. I beg Your Honor to be so good as to express to the Government of the United States of North America the thanks of the Government of my country for this proof of friendly co-operation.

I avail myself of this occasion to renew to you the assurances of my distinguished consideration.

JOSÉ TRUJILLO

The Honorable GEO. P. SHAW,
*Chargé d'Affaires ad interim of the
United States of North America.*

CIVIL AVIATION MISSION

Exchange of notes at Quito October 24 and 27, 1947, with statement of conditions

Entered into force October 27, 1947

*Amended by agreement of June 30 and October 13, 1949*¹

61 Stat. 4013; Treaties and Other
International Acts Series 1774

The American Ambassador to the Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
Quito, October 24, 1947

No. 372

EXCELLENCY:

I have the honor to refer to my conversation with Your Excellency, yesterday, at which time I presented to you certain members of the Mission sent from the United States as part of the program of the Interdepartmental Committee of Scientific and Cultural Cooperation, which is at present in Quito, primarily for the purpose of arranging for the exchange of civil aviation technicians between our respective countries. Your Excellency was so kind as to authorize me and the Mission above referred to, to enter into preliminary conversations directly with the Minister of National Defense in order to arrive at a prompt understanding as to what is needed by Ecuador for the development of civil aviation in this country and the extent to which Ecuador would be able to participate in financing such a program.

Your Excellency will remember that the Ecuadoran Ambassador in Washington transmitted a note dated April 8, 1947 to the Department of State, indicating that Ecuador desires the services of one or more civil aviation technical experts. It was desired that these technicians should come to Ecuador for certain specific purposes to be defined by the Ecuadoran Direction of Civil Aviation.

I informed the Minister of National Defense this morning that the United States is now prepared to send such technical experts to Ecuador as may be requested by this country, and that the terms and conditions under which

¹ *Post*, p. 460.

this service may be provided have been set out in a memorandum containing fourteen points, which is attached to this note. The Minister has been informed of these general principles and has indicated that they are acceptable. He also has indicated that it will be possible for Ecuador to participate to the extent of partially reimbursing the United States at the rate of \$2,000 per year per expert, for its expenses in connection with this Mission, funds which will be provided and paid in accordance with the principles already mentioned. (See point no. 7 in the attached memorandum).

Your Excellency is informed further that for budgetary reasons it is necessary to have a general commitment of the Republic of Ecuador to this program, in order to obligate funds which are now available in the United States for the purpose of sending the individuals desired by the Republic of Ecuador. Unless the obligation of these funds is made at an early date, they may revert to the Treasury and become unavailable for this purpose. In view of the situation just described, it would be greatly appreciated if Your Excellency should provide me with a note accepting the general terms set out, it being understood that the details as to the number of technicians desired, their qualifications, the time of their arrival, etc., are to be decided upon later. It is hoped that Your Excellency may find it possible to let me have the reply of your Government by Monday, so that a copy of the note may be taken directly to Washington by the Mission, which is departing from Quito on Tuesday, October 28.

Please accept, Excellency, the renewed assurances of my highest and most distinguished consideration.

JOHN F. SIMMONS

His Excellency

Doctor JOSÉ VICENTE TRUJILLO,
Minister for Foreign Affairs,
Quito.

Enclosure No. 1 of 3 pages:
Statement of Conditions

STATEMENT OF CONDITIONS

TECHNICAL ASSISTANCE MISSION TO ECUADOR

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 Ecuador the services of technicians in the field of civil aviation as requested by the Government of Ecuador:

1. The assignment of each technician shall 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 Ecuador 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 deal with the Government of Ecuador. Mission members shall be responsible to the Chief of Mission. All members shall serve as advisers to the Government of Ecuador 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 Ecuador 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 Ecuador, 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 Ecuador, and any additional compensation of the technicians, subject to partial reimbursement by the Government of Ecuador.

7. The Government of Ecuador 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 Ecuador to make any payments to the Government of the United States of America until such time as the Government of Ecuador shall have received a statement of its obligations in this connection.

8. The Government of Ecuador 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 Ecuador shall provide the technicians with means of transportation within Ecuador, 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 material, equipment and facilities necessary to the conduct of the Mission.

10. The Government of Ecuador shall provide technicians with suitably-equipped offices and adequate bilingual stenographic personnel and other employees, and bear the cost thereof.

11. The Government of Ecuador shall grant to authorized members of the Mission, approval to make flights in Ecuador in aircraft of United States or Ecuadoran registry as deemed necessary in the performance of the Mission.

12. The Government of Ecuador shall permit the transportation of the body of any technician detailed under these conditions who may die in Ecuador, 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 Ecuador 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 Ecuador.

The Minister of Foreign Affairs to the American Ambassador

[TRANSLATION]

REPUBLIC OF ECUADOR
MINISTRY OF FOREIGN AFFAIRS
DIPLOMATIC DEPARTMENT

No. 241-DDP

QUITO, October 27, 1947

MR. AMBASSADOR:

I have the honor to reply to Your Excellency's courteous note No. 372 of October 24 instant, in which you are good enough to inform me concerning the conversations with the Minister of National Defense, in which Your Excellency and the Members of the Mission sent by the United States as part of the program of the Interdepartmental Committee on Scientific and Cultural Cooperation took part, for the prime purpose of entering into arrangements for the interchange of civil aviation technicians between our respective countries for the development of civil aviation in Ecuador, and the extent to which my Government would be disposed to participate in financing such a program. With reference to these conversations and the desires expressed to the Department of State by the Ecuadoran Embassy in Washington on April 8 last, regarding the sending of one or more expert technicians in civil aviation to this country, Your Excellency sends me a Memorandum containing 14 points, which the Ministry of National Defense has found to be acceptable, and on which the Government of Ecuador is asked to express its opinion as soon as possible. Furthermore, Your Excellency points out the special urgency with which it is necessary to reach a general agreement on this program, since otherwise it might not be possible to count on the funds at present available in the United States for this purpose.

2. In reply I am pleased to inform Your Excellency, after consultation with the competent authorities, that my Government accepts the general terms contained in the Memorandum enclosed with the communication of the 24th of this month, to which I have the honor to reply; and my Government approves and confirms the terms of the note with reference to the conversations between Your Excellency and the Members of the Mission and the Minister of National Defense. My Government understands, consequently, that by virtue of this reply, the aforesaid Memorandum constitutes the common basis, accepted and agreed upon with the Government of the United States of America, according to which there will be determined later, by mutual agreement, the details relative to the number of technicians, their specialties, the time of their arrival in the country, and other particulars which may be considered necessary, as indicated by Your Excellency in the same communication.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

For the Minister, the Under Secretary:

E. S. y A.

[Eduardo Samaniego y Alvarez]

His Excellency

JOHN F. SIMMONS,

*Ambassador Extraordinary and Plenipotentiary
of the United States of America.*

EXCHANGE OF PUBLICATIONS

Exchange of notes at Quito October 21 and 29, 1947

Entered into force October 29, 1947

61 Stat. 3322; Treaties and Other
International Acts Series 1668

The American Ambassador to the Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
Quito, October 21, 1947

No. 370

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 Ecuador 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 Ecuador shall be the Biblioteca Nacional.

3. The publications shall be received on behalf of the United States of America by the Library of Congress and on behalf of the Republic of Ecuador by the Biblioteca Nacional.

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 Ecuador, 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.

JOHN F. SIMMONS

His Excellency

DOCTOR JOSÉ VICENTE TRUJILLO,
Minister for Foreign Affairs,
Quito.

The Minister of Foreign Affairs to the American Ambassador

[TRANSLATION]

REPUBLIC OF ECUADOR
MINISTRY OF FOREIGN RELATIONS
DEPARTMENT OF INTERNATIONAL ACTS
AND ORGANIZATIONS

No. 244-DAO

QUITO, October 29, 1947

MR. AMBASSADOR:

I have the honor to refer to Your Excellency's courteous note numbered 370, dated October 21, last, and to the conversations which took place between the representatives of the Government of Ecuador and the representatives of the Government of the United States of America in regard to the exchange of official publications.

2. With respect thereto, I take the liberty of informing Your Excellency that the Ecuadoran Government is agreeable to the establishment of an exchange of official publications, in accordance with the following provisions:

[For terms of agreement, see numbered paragraphs in U.S. note, above.]

3. The Government of Ecuador considers that the above-mentioned communication from Your Excellency and this reply constitute an agreement between the two Governments on this subject, the agreement to enter into force from this date.

I avail myself of the opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

JOSÉ V. TRUJILLO

His Excellency

JOHN F. SIMMONS,

*Ambassador Extraordinary and Plenipotentiary
of the United States of America.*

COOPERATIVE EDUCATION PROGRAM

Exchange of notes at Quito October 2 and November 14, 1947
Entered into force November 14, 1947; operative January 22, 1948
Extended by agreements of August 16 and 21, 1948; ¹ August 15 and 24, 1949; ¹ September 15, 1950; ² September 27, 1951; ³ March 18 and 31, 1952; ⁴ and March 17 and April 12, 1955 ⁵
Expired June 30, 1960

61 Stat. 3902; Treaties and Other
International Acts Series 1749

The American Chargé d'Affaires ad interim to the Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
Quito, October 2, 1947

No. 325

EXCELLENCY:

I have the honor to refer to the exchange of notes between His Excellency Sr. Dr. Camilo Ponce Enriquez, Minister for Foreign Affairs of the Government of Ecuador, and The Honorable Robert McGregor Scotten, Ambassador of the United States to the Government of Ecuador, on January 22, 1945,⁶ concerning the establishment of a cooperative education program in Ecuador. It will be recalled that my Government agreed to send a small staff of experts and technicians to Ecuador to cooperate with officials of the Ecuadoran Government and, particularly, with the Minister of Public Education, in a specific program for the improvement of public education in Ecuador in accordance with a detailed agreement to be worked out between the Ministry of Public Education and the Inter-American Educational Foundation, Inc.

Following the exchange of the above communications, details with regard to the execution of the program were agreed to by the Minister of Public Education and the President of the Inter-American Educational Foundation, Inc. In accordance with this agreement there was established within the

¹ 2 UST 629; TIAS 2215.

² 2 UST 596; TIAS 2211.

³ 2 UST 2491; TIAS 2363.

⁴ 3 UST 4008; TIAS 2539.

⁵ 6 UST 3751; TIAS 3373.

⁶ TIAS 1660, *ante*, p. 401.

Ministry of Public Education the Servicio Cooperativo Interamericano de Educacion through which the cooperative program has been administered.

In accordance with recent legislation passed by the Congress of the United States of America, all of the property, assets, functions, personnel, liabilities and restrictions of the Inter-American Educational Foundation, Inc., have been transferred to and assumed by The Institute of Inter-American Affairs, the now corporate instrumentality of the United States Government created by such legislative action.

I have now been informed by the Department of State in Washington that additional funds amounting to \$7,168 U.S. currency have been made available by The Institute of Inter-American Affairs for the continuation of the joint education program in Ecuador to be expended over a period to be mutually agreed upon by the appropriate officials of the Ecuadoran Government and a representative of The Institute of Inter-American Affairs. It has been suggested that the extension of the program cover the period from the expiration date of the present agreement, which is January 22, 1948, through June 30, 1948. It is proposed that the entire additional contribution of \$7,168 U.S. currency, to be made available by the Institute in connection with the continuation of the program, shall be retained by the Institute for payment directly or on account of salaries and other expenses of members of the Institute field staff who are maintained by the Institute in Ecuador. It is also understood that your Government would contribute to the Servicio for expenditure by that entity not less than the equivalent in sucres of \$7,000 U.S. currency, computed at the rate of exchange of 13.4 sucres to the dollar in addition to amounts already required under the present agreement to be contributed to the program by your Government.

If Your Excellency agrees that the proposed arrangement as outlined above is acceptable to your Government, I would appreciate receiving an expression of Your Excellency's opinion and agreement thereto as soon as may be possible in order that the technical details of the program may be worked out by the Ministry of Public Education and The Institute of Inter-American Affairs.

Should Your Excellency advise me that the proposed arrangement is acceptable it would be possible to proceed with the signing of the extension agreement in the name of the Institute immediately, inasmuch as Dr. Pedro Osuna, Special Representative Education Division, The Institute of Inter-American Affairs, in Ecuador, has been authorized to sign on behalf of the Institute.

A copy of a suggested extension agreement is attached hereto for reference to the appropriate interested authorities.⁷

⁷ For text of extension agreement signed Nov. 11, 1947, see 61 Stat. 3904 or p. 3 of TIAS 1749.

Please accept, Excellency, the renewed assurances of my highest and most distinguished consideration.

GEO. P. SHAW
Chargé d'Affaires, a.i.

His Excellency
Dr. JOSÉ VICENTE TRUJILLO,
Minister for Foreign Affairs,
Quito.

The Minister of Foreign Affairs to the American Ambassador

[TRANSLATION]

REPUBLIC OF ECUADOR
MINISTRY OF FOREIGN RELATIONS
DIPLOMATIC DEPARTMENT

No. 265-DDP

QUITO, *November 14, 1947*

MR. AMBASSADOR:

I have the honor to refer once more to Your Excellency's courteous communication No. 325 of October 2 last and to my communication No. 231-DDP in reply, dated the 18th of the same month, regarding the extension of the Agreement for the functioning of the Servicio Cooperativo Interamericano de Educación in Ecuador for the period between January 22 and June 30, 1948.

2. In accordance with what I took the liberty of stating in paragraph 5 of my aforesaid note, and in view of the reply of the Ministry of Public Education to my inquiry in the matter, I have the honor to inform Your Excellency today that my Government appreciates the importance and usefulness of the work being done by the Servicio Cooperativo de Educación and considers it essential that it be carried through to its conclusion. Therefore, it agrees to and accepts with pleasure the proposal formulated by Your Excellency in the valued communication to which I refer, namely, to extension from January 22 to June 30, 1948, of the program which the Servicio Cooperativo Interamericano de Educación is carrying out in this country; subject to the provisions of the draft agreement thereunto appertaining, enclosed with Your Excellency's note No. 325 of October 2, 1947, the same that was previously discussed and agreed to by the Ministry of Public Education and Dr. Pedro Osuna, Special Representative in Ecuador of the Education Division of the Institute of Inter-American Affairs.

3. For the purpose of making this extension of the said program effective until the date mentioned in the preceding paragraph, the Ministry of Public Education will include in its budget for the year 1948 the item necessary for that purpose; that is to say, the equivalent in sucres of Seven Thousand Dollars (\$7,000.00 U.S. currency), computed at the rate of exchange of

thirteen sucres, forty centavos (S/.13.40) per dollar, which amount, added to the Seven Thousand One Hundred and Sixty-eight Dollars (\$7,168.00 U.S. currency) that the Institute has at its disposal, will cover the financial requirements of the Servicio Cooperativo de Educación in Ecuador until June 30, 1948.

4. I therefore take pleasure in informing Your Excellency that the Ministry of Public Education is prepared to sign the Agreement in question for extension of the Servicio Cooperativo de Educación Pública in Ecuador with the Representative of the Education Division of the Institute of Inter-American Affairs, in conformity with the text proposed by Your Excellency and with what was agreed upon in the aforesaid conversations that took place between the competent officials.

I avail myself of this welcome opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

For the Minister:

LUIS COLOMA SILVA
Under Secretary ad interim

His Excellency

JOHN F. SIMMONS,

*Ambassador Extraordinary and Plenipotentiary
of the United States of America.*

AGRICULTURAL EXPERIMENT STATION

Exchange of notes at Quito January 26 and April 16, 1948, with memorandum of understanding; related note of May 14, 1948

Entered into force April 16, 1948

*Superseded May 30, 1952, by agreement of May 29, 1952*¹

62 Stat. 3605; Treaties and Other
International Acts Series 1875

The American Ambassador to the Minister of Foreign Affairs

No. 26

QUITO, January 26, 1948

EXCELLENCY:

With reference to conversations between representatives of the Government of the United States of America and representatives of the Government of Ecuador with regard to the desirability of completing the establishment and continuing the operation of a cooperative agricultural station in Ecuador, 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:

MEMORANDUM OF UNDERSTANDING BETWEEN THE GOVERNMENT OF
THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF ECUA-
DOR REGARDING THE ESTABLISHMENT AND OPERATION OF A COOP-
ERATIVE AGRICULTURAL STATION IN ECUADOR

In conformity with the desire of the Government of Ecuador that the Government of the United States of America continue to cooperate with the Government of Ecuador in completing the establishment and continuing the operation of an agricultural station program in Ecuador, henceforth known as the Ecuadoran Agricultural Station (hereinafter referred to as the Station), for the purpose of promoting the production of basic and strategic agricultural products, the Government of the United States of America and the Government of Ecuador have reached the following understanding:

1. The general functions of the Station shall continue to be: (a) agro-
nomic production investigations necessary to permanent agriculture in Ecua-

¹ 3 UST 5339; TIAS 2740.

dor with complementary products, particularly cacao, rubber, barbasco, pyrethrum, and cinchona as cash crops; (b) assistance in the establishment of approved agricultural practices by agricultural extension work as liaison between the Station and private farmers; (c) the propagation of planting material for distribution to farmers; (d) cooperation with other agricultural institutions of the Western Hemisphere in the promotion of tropical agriculture through consultation and exchange of propagating material, scientific information, and personnel; and (e) cooperation with public health, colonization, and agricultural rehabilitation agencies of the United States of America, Ecuador, and the Western Hemisphere in the development of agriculture in Ecuador.

2. The Government of Ecuador will make available all land necessary to conduct investigations and demonstration work designed (a) to promote the profitable production of agricultural crops, with special emphasis on such export crops as cacao, rubber, fibers, insecticides, medicinals, and vegetable oils, and (b) to increase the income and foreign trade of the people of Ecuador. The Government of Ecuador shall continue to make available all lands described in Circular No. 435, dated October 18, 1946, of the Ministry of Economy, whereby a certain block of land was transferred to the Station from the Hacienda Pichilingue, which shall hereinafter be known as the Tropical Agricultural Station of Ecuador. The Station shall also continue to use, as long as deemed necessary, the properties known as La Favorita (Saloya) and Granja Escolar de Tumbaco. Such other lands as may be necessary shall be assigned to the Station, provided the Government of Ecuador considers it feasible, upon request of the Station Director.

3. It is agreed that all products derived from experimental and demonstration plots and from other sources within the properties of the Station shall be the property of the Station and may be used or disposed of at the discretion of the Station Director. All funds derived from such disposal shall be used to help defray the expenses of the Station program.

4. The Government of Ecuador shall also supply the funds necessary for (a) the preparation, printing, and distribution of four types of publications to be issued by the Station, as follows:

(1) popular Spanish circulars or articles written for the farm family by the staff and other qualified persons on such subjects as health, hygiene, community organization, information on the Pacific region, aims of the Station, treatment of agricultural practices and methodology;

(2) farm circulars written in Spanish and issued as required, dealing with specific farm practices or products;

(3) technical bulletins in English or Spanish dealing with the results of specific scientific investigations by the Station; and

(4) an annual report in Spanish, covering the work of the Station performed during the year, and the status of agriculture in the region;

(b) the services of Ecuadoran scientists to cooperate with each scientist detailed to the Station by the United States Department of Agriculture, and the services, as needed, of technologists qualified in the fields of land-surveying, topography, drainage, drafting, minor construction, chemical analysis, and library management; (c) stenographers, clerks, mechanics, machinists, field plot and laboratory assistants, and such unskilled labor as may be necessary to conduct the work of the Station; and (d) the transportation expense incurred by United States and Ecuadoran members of the staff for travel on Station business within Ecuador.

5. The Government of Ecuador shall provide:

(a) entry free of custom duties for

(1) supplies and equipment for the Station, and

(2) supplies, clothes, foodstuffs, and personal belongings of the United States members of the Station staff whose salaries are paid by the Government of the United States;

(b) exemption from all Ecuadoran taxes based upon salaries for those United States members of the Station staff whose salaries are paid by the Government of the United States of America; and (c) when possible, Ecuadoran students in graduate study in various fields of agriculture in colleges or universities in the United States, who will return to Ecuador to work in the agricultural development program of their Government.

6. With reference to the Tropical Agricultural Station of Ecuador, the Government of Ecuador agrees (a) to construct or complete

(1) residences complete with furnishings for the United States and Ecuadoran members of the staff,

(2) houses for the Station laborers and semi-technical force,

(3) a hospital, with complete furnishings, services, and equipment (it is recommended that this hospital should be taken over by some other agency of the Government of Ecuador and operated to serve the entire region), and

(4) service buildings, including repair shops and adequate buildings for storage of equipment and plant material, and

(b) to provide

(1) such buildings as may be needed for studies in livestock production and the housing of pilot plants for processing agricultural production for shipment,

(2) an adequate pump for providing a plentiful water supply,

(3) an electric plant adequate to satisfy the lighting and power needs of the Station,

(4) recreational facilities, including tennis courts and a football field and other facilities, and

(5) a graduate medical doctor and nurse for the hospital.

It is agreed that every effort shall be made by the Government of Ecuador to complete the above building program on or before December 31, 1948. Funds for the above purposes shall not come from the regular operational budget of the Station, but shall be provided for separately, since these are obligations which have been assumed from the Ecuadoran Development Corporation by the Ministry of Economy and the Ministry of the Treasury, by Executive Decree number 1526-a, of July 31, 1946 (*Registro Oficial* number 663, of August 19, 1946). An estimate of the necessary expenditures under this paragraph is attached hereto. These funds shall be assigned to the Station, which shall direct and administer the above provisions.

7. It is declared that all constructions, machinery, vehicles, laboratories, tools, equipment, and any other properties, produce, or other materials, heretofore acquired for the use of or by reason of the operation of the Station, including such property acquired as the result of contribution of the three signatories to the Memorandum of Understanding dated August 12, 1942² (which, in accordance with the provisions of paragraph 17 hereof, is superseded by the present Memorandum of Understanding), shall be exclusively available to the Station during the life of the present Memorandum of Understanding. It is likewise declared that the properties, laboratories, and other materials, which are at present in the possession of the Station, shall be available for the exclusive use of the Station during the life of the present Memorandum of Understanding.

8. No property which is now in the possession of the Station, or which at any future time shall come into its possession, except as provided in paragraph 3 of the present Memorandum of Understanding, may be disposed of or sold to any private or public institution or to any individual, until such property has been declared by the Station Director to be surplus property, and then the method of sale or disposal must be in accordance with the regulations of the Government which holds title to the said property. The ownership of all properties and equipment of the Station shall pass to the Department of Agriculture of the Government of Ecuador at such time as the present Memorandum of Understanding is legally terminated, except that the equipment belonging to and provided by the Government of the United States of America shall remain the property of that Government to be disposed of according to its rules and regulations pertaining thereto.

9. The Government of Ecuador also agrees to provide (a) agricultural publications necessary to the proper functioning of the Station, including reference books, and journals and bulletins published outside the United States, as well as the binding of journals, et cetera, (b) necessary launches and vehicles for water and land transportation, (c) all equipment and machinery and repair parts, except those to be furnished by the United States of

² EAS 284, *ante*, p. 381.

America in accordance with the provisions of paragraph 11, and (d) the purchase of seed and planting stock for experimental and commercial use.

10. The Government of the United States of America and the Government of Ecuador mutually agree that all nonexpendable property purchased for the use of the Station shall be received and receipted for by (a) the United States Director of the Station or a United States technician designated by him, for purchases made with funds of the Government of the United States of America, and (b) the ranking Ecuadoran employee of the Station for purchases made with funds of the Government of Ecuador.

11. The Government of the United States of America, through the United States Department of Agriculture, and subject to the availability of funds for the purpose, agrees to provide (a) the services of scientists to perform the functions of direction of the Station and agronomic investigation, (b) current scientific journals on plant and animal science published in the United States of America, (c) scientific equipment not produced or manufactured in Ecuador for use by the agronomic laboratories, and (d) assistance in designing all buildings, including residences for the United States and Ecuadoran members of the staff.

12. The Government of the United States of America and the Government of Ecuador mutually agree:

(a) In order to provide joint supervision over the cooperative aspects of the project and in order to furnish a ready means for consultation between the two Governments in regard thereto, there shall be established an Agricultural Station Commission of two members, consisting of one representative of the United States Department of Agriculture and the Director or Acting Director of the Department of Agriculture of Ecuador; that the Commission, subject to the approval of the Government of Ecuador, shall have authority to establish the qualifications and propose candidates for positions at the Station; that the Commission may delegate to the Director of the Station such of its functions as it may deem fit.

(b) The Government of the United States of America shall furnish transportation to and from Ecuador for the United States scientists and their families and for their household equipment, and shall furnish them certain living allowances, and certain laboratory equipment and periodicals published in the United States of America. Exclusive of the salaries of the scientists made available to the Station by the United States Department of Agriculture, the expenses listed above shall not exceed \$25,000 in any one fiscal year after the date of entry into force of this Memorandum of Understanding.

(c) The obligation of the Government of the United States of America to furnish the supplies listed under (b) and (c) of paragraph 11 shall be contingent upon the availability of such supplies in the United States of America.

(d) In conformity with paragraphs 4 and 9 the Government of Ecuador, through the Department of Agriculture, Ministry of Economy, shall make available to the Station annually the necessary funds for the operation of all its services, including payment of salaries and payment of per diem and travel expenses within and outside the country to the technical and clerical Ecuadoran members of the staff while traveling on official business of the Station, wages to unskilled labor, travel expenses within the country to United States members of the staff exclusive of per diem while on official business of the Station, purchase in Ecuador or abroad of machinery, vehicles, agricultural tools, construction materials, and any other equipment not furnished by the Government of the United States of America in accordance with this Memorandum of Understanding. The amount budgeted for the fiscal year 1948 shall be 840,000 sucres (Ecuadoran currency) and the amount budgeted shall be no less than this amount for any one fiscal year during the time in which this Memorandum of Understanding remains in force, plus an annual increase which shall be allocated by the Ministry of Economy in accordance with the increase of the Station program, the increase of living and material costs, and as recommended by the Station Director and agreed upon by the Agricultural Station Commission. This annual budget shall include the amount the Government of Ecuador agreed to allocate annually for cinchona work and no separate budget shall be provided for the said cinchona work.

(e) The Government of Ecuador shall make available to the Station (through the Ministry of Economy) on or before the 15th day of January of each year in which this Memorandum of Understanding remains in force one-sixth of the amount budgeted annually for the Station, and thereafter on the first day of each succeeding month one-twelfth the annual budget shall be likewise made available until the total annual budget has been made available.

13. The Station shall present to the Minister of Economy, not later than the 15th day of each month, a financial statement of the Station for the preceding month.

14. All financial obligations assumed under this Memorandum of Understanding by the Government of Ecuador are understood and agreed to be subject to appropriations of the Ecuadoran Congress.

15. Likewise, all financial obligations assumed under this Memorandum of Understanding by the Government of the United States of America are understood and agreed to be subject to appropriations made for this purpose by the Congress of the United States of America.

16. There shall be appointed by the Agricultural Station Commission, with the approval of the Minister of Economy of Ecuador, an Ecuadoran

to be Assistant Director of the Station, whose duties shall be to assist the Director in handling the general administration of the Station, and such other functions as may be assigned to him by the Director or by the Agricultural Station Commission.

17. The present Memorandum of Understanding shall supersede the Memorandum of Understanding of August 12, 1942, between the Government of the United States of America, the Government of Ecuador, and the Ecuadoran Development Corporation. It shall be brought into force by an exchange of diplomatic notes and shall enter into force on the day indicated in such notes. It shall continue in force for a period of ten years from that date. In the event, however, that either Government desires to terminate this Memorandum of Understanding prior to the aforesaid expiration date, it may do so by giving sixty days' written notice thereof to the other Government.

ESTIMATED BUDGET FOR THE COMPLETION OF THE BUILDING PROGRAM AT
THE TROPICAL AGRICULTURAL STATION OF ECUADOR

1. Completion of:		
(a) Hospital building.....	S/140,000	
(b) Brick house No. 2.....	25,000	
(c) Frame houses Nos. 3, 4, 5, and 6.....	64,000	
Ea. S/16,000		
(d) Cacao House and propagators.....	10,000	S/239,000
2. Construction of five houses for laborers.....		30,000
Ea. S/6,000		
3. Purchase of:		
(a) Electric plant.....	150,000	
(b) Water pump.....	50,000	
(c) Furnishings	20,000	220,000
	Total	S/489,000

If agreeable to the Government of Ecuador, the Government of the United States of America will consider the agreement, in the terms of the above memorandum of understanding, to be concluded and in effect on the date of a corresponding note from Your Excellency indicating that the Government of Ecuador is prepared to give effect to such agreement in accordance with the foregoing terms.

Accept, Excellency, the assurances of my most distinguished consideration.

JOHN F. SIMMONS
American Ambassador

His Excellency

DOCTOR ANTONIO PARRA VELASCO,
Minister for Foreign Affairs,
Quito.

The Minister of Foreign Affairs to the American Ambassador

[TRANSLATION]

REPUBLIC OF ECUADOR
MINISTRY OF FOREIGN RELATIONS
DIPLOMATIC DEPARTMENT

No. 64-DDP

QUITO, April 16, 1948

MR. AMBASSADOR:

I have the honor to acknowledge receipt of your courteous note No. 26 of January 26, 1948, concerning the establishment and operation of a cooperative agricultural station in Ecuador and to inform you that the Government of Ecuador accepts the agreement thereon in the following terms:

[For text of memorandum of understanding, see p. 434. The material relating to the estimated budget was omitted from quoted portion of this note and enclosed with note of May 14, 1948, below.]

2. The Government of Ecuador agrees that, in conformity with the provisions of the Memorandum herein inserted, the latter shall become effective on the date of the present communication.

I avail myself of the opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

JOSÉ M. GARCÍA MORENO
*Minister of Public Education,
Charged with the Portfolio of
Minister of Foreign Relations*

His Excellency

JOHN F. SIMMONS,

*Ambassador Extraordinary and Plenipotentiary
of the United States of America,
City.*

The Minister of Foreign Affairs to the American Ambassador

[TRANSLATION]

REPUBLIC OF ECUADOR
MINISTRY OF FOREIGN RELATIONS
DIPLOMATIC DEPARTMENT

No. 79-DDP

QUITO, May 14, 1948

MR. AMBASSADOR:

I have the honor to address Your Excellency and, with reference to the content of my note No. 64-DDP of April 16 last, I take pleasure in transmitting herewith a proposed budget for the completion of the Building Program at the Tropical Agricultural Station in Ecuador. I shall appreciate it

if Your Excellency will be good enough to give due consideration to this budget and to have it entered as a part of the "Memorandum of Understanding between the Government of Ecuador and the Government of the United States of America regarding the Establishment and Operation of a Cooperative Agricultural Station in Ecuador," the text of which is given in the aforesaid note.

I avail myself of the opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

For the Minister:

J. A. BAQUERO
Under Secretary

Enclosure: ³

His Excellency

JOHN F. SIMMONS,

*Ambassador Extraordinary and Plenipotentiary
of the United States of America,
City.*

³ See estimated budget, *ante*, p. 440.

HEALTH AND SANITATION PROGRAM

Exchange of notes at Quito August 6 and 18, 1948, supplementing and extending agreement of February 24, 1942, as supplemented and extended

*Entered into force August 20, 1948;¹ operative from June 30, 1948
Program expired June 30, 1960*

62 Stat. 3927; Treaties and Other
International Acts Series 2003

The American Ambassador to the Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
Quito, August 6, 1948

No. 227

EXCELLENCY:

I have the honor to refer to the notes exchanged between His Excellency the Minister Counselor of the Ecuadoran Embassy to the United States of America and His Excellency the Under Secretary of State of the United States of America on February 24, 1942,² and the Basic Agreement, as amended, between the Republic of Ecuador and The Institute of Inter-American Affairs, entered into in January 1943, providing for the initiation and execution of the existing cooperative health and sanitation program in Ecuador. I also refer to Your Excellency's note no. 123-DDP, of August 5, 1948, suggesting the consideration by our respective Governments of a further extension of that Agreement.

As Your Excellency knows, the above referred to Basic Agreement provides that the cooperative health and sanitation program will terminate on June 30, 1948. However, considering the mutual benefits which both governments are deriving from the program, my Government agrees with the Republic of Ecuador 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,

¹ Date of signature of technical agreement by representative of Institute of Inter-American Affairs and Ecuadorian Minister of Social Welfare and Labor.

² EAS 379, *ante*, p. 368.

the Institute would make a contribution of \$100,000.00 U.S. cy. to the Servicio Cooperativo Interamericano 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 of 4,020,000.00 sucres. 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 Ecuador. 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 Social Welfare and Labor 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 Social Welfare and Labor of Ecuador 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.

JOHN F. SIMMONS

His Excellency

DOCTOR ANTONIO PARRA VELASCO,
Minister for Foreign Affairs,
Quito.

The Minister of Foreign Affairs to the American Ambassador

[TRANSLATION]

REPUBLIC OF ECUADOR
MINISTRY OF FOREIGN RELATIONS
DIPLOMATIC DEPARTMENT
No. 133-DDP

QUITO, August 18, 1948

MR. AMBASSADOR:

I have the honor to inform Your Excellency that the Minister of Social Welfare, in note number 182-AJ., of August 17, 1948, informs me that he is prepared to sign, jointly with the Institute of Inter-American Affairs, the

Agreement the text of which is transmitted herewith,³ to the end that the Cooperative Public Health and Sanitation Services which the aforesaid Institute is carrying out in Ecuador may be continued.

I avail myself of the opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

A. P. VELASCO
Minister of Foreign Relations

His Excellency JOHN F. SIMMONS,
*Ambassador Extraordinary and Plenipotentiary
of the United States of America,
City.*

³ Not printed.

COOPERATIVE EDUCATION PROGRAM

Exchange of notes at Quito August 16 and 21, 1948, extending agreement of October 2 and November 14, 1947

Entered into force August 25, 1948; operative from June 30, 1948

Program expired June 30, 1960

[For text, see 2 UST 629; TIAS 2215.]

MILITARY MISSION

Exchange of notes at Washington July 8 and 12, August 23, and September 21, 1948, amending and extending agreement of June 29, 1944

Entered into force September 21, 1948

62 Stat. 3018; Treaties and Other
International Acts Series 1843

The Ecuadorean Ambassador to the Secretary of State

[TRANSLATION]

EMBASSY OF ECUADOR
WASHINGTON

No. 175

JULY 8, 1948

EXCELLENCY:

I have the honor to inform Your Excellency that the Chancellery of Ecuador has notified me that it has sent note No. 107-DDP, dated June 29 last, to the Embassy of the United States at Quito, requesting it to take the necessary steps for the extension of the Agreement on the Establishment of a United States Military Mission to Ecuador, which Agreement was signed at Washington on June 29, 1944¹ by the authorized representatives of the Governments of Ecuador and of this country.

The Ecuadorean Chancellery adds that the American diplomatic representative has informed him, in reply to the note in reference, that your Department would prefer to carry on in this city the negotiations concerning the extension and amendment of the aforesaid Agreement.

In the event that such is still the desire of the Department of State, I beg Your Excellency to be good enough to let me know your decision with regard to such extension, with the following changes proposed by my Government:

1. That the following clause be added to Article 4:

“(c) Upon the request of the Government of Ecuador for the withdrawal of all the personnel of the Mission in the public interest of Ecuador, without its being necessary to comply with clause (a) of this Article.”

2. That Article 7 read:

“Article 7. The personnel of the Mission shall perform all such tasks of professional collaboration as may be set by the Ministry of National Defense, in consultation with the Chief of Staff of the Armed Forces.”

¹ EAS 408, *ante*, p. 391.

3. That Article 9 shall read:

"Article 9. Each member of the Mission shall serve with the Mission with the rank that he holds in the United States Army and shall wear the uniform of his rank in the United States Army."

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

A. DILLON

Ambassador of Ecuador

His Excellency

GEORGE C. MARSHALL

Secretary of State

Washington, D.C.

The Ecuadorean Ambassador to the Secretary of State

[TRANSLATION]

EMBASSY OF ECUADOR
WASHINGTON

No. 177

The Ambassador of Ecuador presents his compliments to His Excellency the Secretary of State and has the honor to refer to his note No. 175 of the 8th instant to inform him that the Government of Ecuador, at the request of the Minister of Defense, correcting the tenor of the fifth paragraph of the aforesaid note, would like to have Article 7 of the Agreement of June 29, 1944 on the Establishment of a United States Military Mission in Ecuador amended as follows for the purposes of the extension of the Agreement in question:

"Article 7. The personnel of the Mission shall perform all such tasks of professional collaboration as may be set by the Ministry of National Defense."

WASHINGTON, D.C.

July 12, 1948.

The Secretary of State to the Ecuadorean Ambassador

DEPARTMENT OF STATE

WASHINGTON

Aug 23 1948

EXCELLENCY:

I have the honor to acknowledge the receipt of your notes Nos. 175 and 177, of July 8 and July 12, 1948, respectively, requesting on behalf of your Government the renewal, with modification, for a period of four years, of the agreement entered into on June 29, 1944, between the Government of

the United States of America and the Republic of Ecuador, providing for the assignment of a United States Military Mission to Ecuador.

I am pleased to inform you that the proposed changes are acceptable to this Government with the exception of the proposed change in Title III, Article 7. The Department of the Army is of the opinion that the deletion of reference to the Chief of the Mission in the determination of mission duties is not in the best interests of the Mission.

In the event that the above proposal is acceptable to your Government, I shall consider this note and your response to that effect as completing the agreement between the two governments for the renewal of the agreement of June 29, 1944.

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

For the Secretary of State:

CHARLES E. BOHLEN

His Excellency

Senor Don AUGUSTO DILLON,
Ambassador of Ecuador.

The Ecuadorean Ambassador to the Secretary of State

[TRANSLATION]

EMBASSY OF ECUADOR
WASHINGTON

No. 237

SEPTEMBER 21, 1948

EXCELLENCY:

I have the honor to refer to Your Excellency's courteous note of August 23rd last, in regard to the extension of the Agreement of June 29, 1944 between the Government of Ecuador and that of this country, to inform you that my country accepts the proposal contained in the said note, it being understood that, in accordance with the suggestion contained therein, this acceptance formally extends the said Agreement for a period of four years, with the modifications set forth in the official communications of July 8 and 12 addressed by this Embassy to your Department, with the exception of the modification relative to Article 7 of Title III, the text of which shall be the same as that of the original Agreement.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

A. DILLON

Ambassador of Ecuador

His Excellency

GEORGE MARSHALL

Secretary of State

Washington, D.C.

NAVAL MISSION

*Exchange of notes at Washington January 27 and February 4, 1949,
amending and extending agreement of December 12, 1940, as
amended and extended*

*Entered into force February 4, 1949; operative from December 12,
1948*

63 Stat. 2547; Treaties and Other
International Acts Series 1944

The Secretary of State to the Ecuadorean Ambassador

DEPARTMENT OF STATE
WASHINGTON
Jan 27 1949

EXCELLENCY:

I have the honor to acknowledge the receipt of your note No. 284 of November 29, 1948 requesting the renewal of the Agreement entered into on December 12, 1940,¹ modified by an additional article on April 30, 1941² to run concurrently with the Agreement and renewed on two occasions for a period of two years each by an exchange of notes dated July 27 and August 22, 1944³ and June 17 and December 11, 1946,³ respectively, between the Governments of the United States of America and the Republic of Ecuador providing for a United States Naval Mission to Ecuador.

In your note of November 29 it was indicated that the Government of Ecuador desires to renew this agreement for a period of two years, the renewal to commence on the termination of the present agreement on December 12, 1948. It was also proposed that Article 4 contain the following subparagraph:

“(a) Upon request by the Government of Ecuador for the withdrawal of all personnel of the Mission, in the public interest of Ecuador, without the necessity of complying with subparagraph (a) of this Article.”

¹ EAS 188, *ante*, p. 349.

² EAS 206, *ante*, p. 359.

³ Not printed.

and that Article 9 be amended to read as follows:

“Article 9. Each member of the Mission shall discharge his duties in the Mission with the rank which he holds in the United States Navy, and shall wear the uniform of his rank in the United States Navy.”

The above-mentioned proposals were transmitted to the Department of the Navy and a reply has been received indicating that while that Department would be glad to extend the Naval Mission Agreement for the suggested period of two years, it would not be possible to include the above-quoted amendments. On the other hand, the Department of the Navy has requested that the additional Article signed on April 30, 1941 to the basic agreement of December 12, 1940 for the assignment of a United States Naval Mission to Ecuador be amended to read as follows:

“Each member of the Mission and his family shall be furnished by the Government of the Republic of Ecuador 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 Ecuador, both for the outward and for the return voyage. The Government of the Republic of Ecuador 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 Ecuador, as well as all expenses incidental to the transportation of such household effects, baggage and automobile from Ecuador 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 Defense of the Republic of Ecuador, shall not be required under this Agreement, but shall be determined by negotiations between the Department of the Navy of the United States of America and the authorized representative of the Ministry of Defense of the Republic of Ecuador in Washington at such time as the detail of personnel for such temporary duty may be agreed upon.”⁴

In the event that the above proposal is acceptable to your Government, I shall consider this note and your response to that effect as completing the

⁴ For an amendment in the payment and benefit procedures under the additional article, as amended, see agreement of Feb. 25 and May 22, 1959 (10 UST 1095; TIAS 4249).

Agreement between the two Governments for the renewal of the Agreement of 1940 in accordance with Title I, Article 3.

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

For the Secretary of State:

JOHN E. PEURIFOY

His Excellency

Señor DON AUGUSTO DILLON,

Ambassador of Ecuador.

The Ecuadorean Ambassador to the Secretary of State

[TRANSLATION]

EMBASSY OF ECUADOR
WASHINGTON

No. 34

FEBRUARY 4, 1949

EXCELLENCY:

With reference to the courteous note of the Department of State dated January 27 last, and to my note in reply thereto dated February 3, 1949, I have the honor to inform Your Excellency that in a cabled communication my Government instructs me to inform the United States Government that it accepts the extension of the contract which it has with the United States Naval Mission, incorporating in the said contract the additional clause proposed by the Navy Department.

I avail myself of the opportunity to renew to Your Excellency the expression of my highest and most distinguished consideration.

A. DILLON

Ambassador of Ecuador

His Excellency

DEAN ACHESON

Secretary of State

Washington, D.C.

MILITARY AVIATION MISSION

Exchange of notes at Washington March 23 and May 17, 1949, amending and extending agreement of December 12, 1940, as amended and extended

Entered into force May 17, 1949; operative from December 12, 1948

63 Stat. 2543; Treaties and Other
International Acts Series 1942

The Secretary of State to the Ecuadorean Ambassador

DEPARTMENT OF STATE

WASHINGTON

Mar 23 1949

822.20 Missions/1-1849

EXCELLENCY:

I have the honor to acknowledge the receipt of your note No. 13 of January 18, 1949 requesting the renewal of the Agreement entered into on December 12, 1940,¹ modified by an additional article on April 30, 1941² to run concurrently with the Agreement, and renewed for a period of four years by an exchange of notes dated June 13 and July 13, 1944³ between the Governments of the United States of America and the Republic of Ecuador, providing for a United States Military Aviation Mission to Ecuador.

In your note of January 18, 1949 it was indicated that the Government of Ecuador desires to renew this Agreement for a period of two years, the renewal to commence on the termination of the present Agreement on December 12, 1948. It was also proposed that Article 4 contain the following subparagraph:

“(c) Upon request by the Government of Ecuador that the entire personnel of the Mission be withdrawn, in the public interest of Ecuador without the necessity of compliance with Clause (a) of this Article.”

and that Article 9 be amended to read as follows:

¹ EAS 189, *ante*, p. 354.

² EAS 207, *ante*, p. 361.

³ Not printed.

"Each member of the Mission shall serve on the Mission with the rank he holds in the United States Air Force and shall wear the uniform of his rank in the United States Air Force."

The above-mentioned proposals were transmitted to the Department of the Air Force and a reply has now been received indicating that, while that Department would be glad to extend the Air Mission Agreement for the suggested period of two years, it would not be possible to include the above-quoted amendments. On the other hand the Department of the Air Force has requested that the additional article signed on April 30, 1941 to the basic Agreement of December 12, 1940 for the assignment of a United States Military Aviation Mission to Ecuador be amended to read as follows:

"Each member of the Mission and his family shall be furnished by the Government of the Republic of Ecuador 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 Ecuador, both for the outward and for the return voyage. The Government of the Republic of Ecuador 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 Ecuador, as well as all expenses incidental to the transportation of such household effects, baggage and automobile from Ecuador 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 Defense of the Republic of Ecuador, shall not be required under this Agreement, but shall be determined by negotiations between the Department of the Air Force of the United States of America and the authorized representative of the Ministry of Defense of the Republic of Ecuador in Washington at such time as the detail of personnel for such temporary duty may be agreed upon."⁴

The Department of the Air Force desires the following substitutions in the wording of the basic Agreement in order that the current organization of the United States Air Force may be properly reflected:

a. Preamble: Substitute "United States Air Force Mission" in lieu of "Military Aviation Mission."

⁴ For an amendment in the payment and benefit procedures under the additional article, as amended, see agreement of Feb. 25 and May 22, 1959 (10 UST 1095; TIAS 4249).

b. Article 6: Delete "Lieutenant Colonel or Major." Substitute "Department of the Air Force" in lieu of "War Department" and "United States Air Force" in lieu of "United States Army Air Corps" wherever it appears in this Article.

c. Article 9: Substitute "United States Air Force" in lieu of "United States Army Air Corps" wherever it appears in this Article.

d. Article 11: Substitute "United States Air Force" in lieu of "United States Army Air Corps."

In the event that the above proposals are acceptable to your Government, I shall consider this note and your response to that effect as completing the Agreement between the two Governments for the renewal of the Agreement of 1940, notwithstanding the provision of Title I, Article 3.

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

For the Secretary of State:

DEAN RUSK

His Excellency

Señor DON AUGUSTO DILLON,
Ambassador of Ecuador.

The Ecuadorean Ambassador to the Secretary of State

[TRANSLATION]

EMBASSY OF ECUADOR
WASHINGTON

No. 149

MAY 17, 1949

EXCELLENCY:

I have the honor to inform Your Excellency that my Government has given due consideration to your courteous note No. 822.20 of March 23, 1949, relative to the extension of the agreement between our two Governments on the United States Military Air Mission in Ecuador.

In this connection, I have just received instructions to inform Your Excellency that the Ministry of National Defense of Ecuador accepts the amendments proposed by the Department of State in the agreement that establishes the aforementioned Mission.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

A. DILLON

Ambassador of Ecuador

His Excellency

DEAN ACHESON

*Secretary of State
Washington, D.C.*

HEALTH AND SANITATION PROGRAM

Exchange of notes at Quito July 26 and August 22, 1949, supplementing and extending agreement of February 24, 1942,¹ as supplemented and extended

*Entered into force August 26, 1949; ² operative from June 30, 1949
Program expired June 30, 1960*

63 Stat. 2790; Treaties and Other
International Acts Series 2018

The American Chargé d'Affaires ad interim to the Minister of Foreign Affairs

No. 289

QUITO, July 26, 1949

EXCELLENCY:

I have the honor to refer to the Basic Agreement, as amended, entered into in January 1943, on behalf of the Republic of Ecuador and The Institute of Inter-American Affairs, providing for the existing cooperative health and sanitation program in Ecuador. I also refer to Your Excellency's note no. 120 of July 14, 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 Ecuador 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 \$150,000 in the currency of the United States, to the Servicio Cooperativo Interamericano 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 of 6,030,000 sucres (the equivalent of U.S. \$450,000 at the rate of 13.4 sucres to the dollar). The Institute would also be willing, during the same extension period, to make available funds to

¹ EAS 379, *ante*, p. 368.

² Date of signature of technical agreement by representative of Institute of Inter-American Affairs and Ecuadorean Minister of Social Welfare and Labor.

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 Ecuador. 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 will come into force on the date of signature of an agreement by the Minister of Social Welfare and Labor 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 Social Welfare and Labor and The Institute of Inter-American Affairs.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

MAURICE M. BERNBAUM
Chargé d'Affaires ad interim

His Excellency
Dr. L. NEFTALÍ PONCE,
Minister for Foreign Affairs,
Quito.

The Minister of Foreign Affairs to the American Chargé d'Affaires ad interim

[TRANSLATION]

REPUBLIC OF ECUADOR
MINISTRY OF FOREIGN RELATIONS

No. 151-DDP

QUITO, August 22, 1949

MR. CHARGÉ D'AFFAIRES:

I have the honor to reply to your courteous note number 289, of July 26 last, in which, with reference to the instruments that regulate the cooperative public health program in Ecuador, and considering the mutual benefits which the Governments of our two countries are deriving from the said program, you are good enough to inform me that the Government of the United States of America agrees with the Government of Ecuador that an extension of the program beyond June 30, 1949, would be desirable, and that accordingly you have been advised by the Department of State that the necessary arrangements may now be made for the Institute of Inter-American

Affairs to continue its participation in the program for a period of one year, from June 30, 1949 through June 30, 1950, with the understanding that, during this period of extension, the Institute would make a contribution of one hundred and fifty thousand dollars (\$150,000) to the Servicio Cooperativo Interamericano de Salud Pública, for use in carrying out project activities of the program, on condition that the Government of Ecuador would contribute to the Servicio Cooperativo for the same purpose the sum of six million thirty thousand sucres (S/. 6,030,000) equivalent to four hundred and fifty thousand dollars (\$450,000) at the rate of 13.4 sucres to the dollar. You are good enough to inform me, further, that the Institute would be willing, during the same extension period, to make available funds to be administered by the Institute, and not deposited to the account of the Servicio Cooperativo, 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 Ecuador; and that the amounts referred to—in addition to the sums already required under the present Basic Agreement, as amended—should be contributed and made available by the parties in furtherance of the program.

2. In reply, and after the appropriate consultations with the respective government agency, I have the honor to inform you that the Government of Ecuador agrees with the appraisals and purposes set forth in the communication, to which I am pleased to answer, and concurs in the proposals contained therein for the extension of the cooperative public health program in Ecuador through June 30, 1950. To this end, the Ecuadoran Government is taking the necessary steps to assure the contribution of six million thirty thousand sucres (S/. 6,030,000) which it has to make, for its share, to the continuation of the said Program.

3. It is a pleasure to inform you, further, that my Government also agrees to consider the note to which I am replying and the present note as constituting an agreement between our two Governments, which will come into force on the date of signature of an agreement between the Minister of Social Welfare and a representative of The Institute of Inter-American Affairs embodying the above-mentioned technical details.

I avail myself of the opportunity to renew to Your Excellency the assurances of my distinguished consideration.

L. N. PONCE

The Honorable MAURICE M. BERNBAUM,
Chargé d'Affaires ad interim
of the United States of America.

COOPERATIVE EDUCATION PROGRAM

Exchange of notes at Quito August 15 and 24, 1949, with extension agreement signed August 25, 1949, extending agreement of October 2 and November 14, 1947

*Entered into force August 25, 1949; operative from June 30, 1949
Program expired June 30, 1960*

[For text, see 2 UST 629; TIAS 2215.]

CIVIL AVIATION MISSION

*Exchange of notes at Quito June 30 and October 13, 1949, amending
agreement of October 24 and 27, 1947
Entered into force October 13, 1949*

Department of State files

The Minister of Foreign Affairs to the American Chargé d'Affaires ad interim

[TRANSLATION]

REPUBLIC OF ECUADOR
MINISTRY OF FOREIGN AFFAIRS

No. 111-DDP

QUITO, June 30, 1949

DEAR SIR:

I have the honor to refer to your Embassy's notes Nos. 372 and 373 of October 24¹ and 28, 1947, and this Ministry's notes in reply Nos. 241-DDP and 256-DDP of October 27² and November 7, 1947, regarding United States technical assistance to Ecuador in the field of civil aviation; as well as your Embassy's note No. 161 of May 9, 1949 concerning the visit to this country of Mr. David Thomas, Acting Chief of the International Services Division of the Civil Aeronautics Administration, United States Department of Commerce.

2. In accordance with the conversations held in this capital between Mr. David Thomas and the Director of Civil Aviation of Ecuador, I have the honor to propose, in behalf of my Government, that paragraphs six and seven of the Statement of Conditions for United States technical assistance to Ecuador in the field of Civil Aviation be changed to read as follows:

"6. The Government of the United States of America shall pay the salary, allowances, travel expenses to and from Ecuador, and any additional compensation of the technicians.

"7. The Government of Ecuador shall reimburse the United States in the amount of 500 sucres per month for expenses incurred in connection with the assignment of each technician at the completion of each six-month period of each assignment."

¹ TIAS 1774, *ante*, p. 422.

² *Ibid*, *ante*, p. 425.

3. I should be grateful if you would confirm the acceptance by the United States Government of these proposed changes.

4. With reference to the same subject, I take pleasure in informing you that my Government would be pleased if Mr. Ernest H. Werner, official of the Civil Aviation Administration, Department of Commerce, were to be appointed Chief of the aforesaid mission in Ecuador. You may recall that, in accordance with the proposals contained in your Embassy notes Nos. 69 and 149 of March 4 and 14, 1948, and the acceptance of those proposals by this Ministry, Mr. Werner served in Ecuador during the first months of last year, performing duties related to technical assistance to Ecuador in the field of civil aviation, and his performance at that time was highly praised by the [Ecuadorian] National Civil Aviation Administration.

I also request that you be good enough to inform me, in due course, how the United States Government receives this suggestion.

I avail myself of the opportunity to renew to Your Excellency the assurances of my distinguished consideration.

A. E. PONCE

Mr. MAURICE BERNBAUM,
Chargé d'Affaires ad interim
of the United States of America.

The American Chargé d'Affaires ad interim to the Minister of Foreign Affairs
No. 396

The Chargé d'Affaires ad interim of the United States of America presents his compliments to the Minister of Foreign Affairs and acting under instructions from his Government has the honor to inform His Excellency that modifications to the Technical Assistance Agreement, as suggested in His Excellency's note no. 111 of June 30, 1949, are acceptable to the United States Government. Request for the mission is now being processed and latest indications are that Ernest H. Werner, who has been designated Chief of Mission, will arrive in Quito about December 1, 1949.

In conformity with the understanding of the Fourteen Point Agreement signed and printed in 1947 and conversations held by Mr. David Thomas, Deputy Chief International Services Officer with the Civil Aeronautics Administration, Department of Commerce, with His Excellency's Government, it is respectfully requested that duty-free entry for Mr. Werner be authorized and that the enabling decree be published in the Registro Oficial prior to Mr. Werner's arrival in Ecuador.

MAURICE BERNBAUM

QUITO, ECUADOR
October 13, 1949

El Salvador

AMITY, NAVIGATION, AND COMMERCE

Treaty signed at León, Nicaragua, January 2, 1850

Senate advice and consent to ratification September 24, 1850

Senate advice and consent September 27, 1850 to exchange of ratifications at any time prior to April 1, 1851

Ratified by the President of the United States November 14, 1850

Proclaimed by the President of the United States April 18, 1853

Ratified by El Salvador May 28, 1852

Ratifications exchanged at San Salvador June 2, 1852

Entered into force June 2, 1852

Senate advice and consent to exchange of ratifications April 4, 1853

*Superseded March 11, 1874, by treaty of December 6, 1870*¹

10 Stat. 891; Treaty Series 308²

A GENERAL TREATY OF AMITY, NAVIGATION AND COMMERCE BETWEEN THE UNITED STATES OF NORTH AMERICA AND THE REPUBLIC OF SAN SALVADOR

The United States of North America and the Republic of San Salvador, 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 upon E. G. Squier, a citizen of the said States and their Chargé d'Affaires to Guatemala, and the President of the Republic of San Salvador has conferred similar and equal powers upon Señor Licenciado Don Augustin Morales, who after having exchanged their said full powers in due form, have agreed to the following articles:

¹ TS 310, *post*, p. 478.

² For a detailed study of this treaty, see 5 Miller 629.

ART. 1st

There shall be a perfect, firm and inviolable peace, and sincere friendship between the United States of America and the Republic of San Salvador, in all the extent of their possessions and territories, and between their citizens respectively without distinction of persons or places.

ART. 2^d

The United States of America and the Republic of San Salvador 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.

ART. 3^d

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 therein and shall have the power to purchase and hold lands, and all kinds of real estate, and to engage in all kinds of trade, manufactures and mining upon the same terms with the native citizen, and shall enjoy all the privileges and concessions, in these matters which are or may be made to the citizens of any country, and shall enjoy all the rights, privileges and exemptions, in navigation commerce and manufactures which native citizens do or shall enjoy, submitting themselves to the laws, decrees, or 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.

ART. 4th

They likewise agree that whatever kind of produce, manufacture, or merchandise, of any foreign country can be from time to time, lawfully imported into the United States in their own vessels, may be also imported in vessels of the Republic of San Salvador, 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 merchandise of any foreign country, can be, from time to time, lawfully imported into the Republic of San Salvador 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 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 San Salvador.

ART. 5th

No higher or other duties shall be imposed on the importation into the United States of any articles the produce or manufactures of the Republic of San Salvador, and no higher or other duties shall be imposed on the importation into the Republic of San Salvador 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 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 San Salvador, 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 San Salvador, to or from the territories of the United States, or to or from the territories of the Republic of San Salvador which shall not equally extend to all other nations.

ART. 6th

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 San Salvador and reciprocally to the vessels of the said Republic of San Salvador 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.

ART. 7th

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 merchandise 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 an equality with the subjects or citizens of the most favored nation.

ART. 8th

The citizens of neither of the contracting parties shall be liable to any embargo, nor be detained with their vessels, cargoes, merchandise or effects for any military expedition, nor for any public or private purpose whatever without allowing to those interested an equitable and sufficient indemnification.

ART. 9th

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 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.

ART. 10th

All the ships, merchandise 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.

ART. 11th

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 merchandise 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.

ART. 12th

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.

ART. 13th

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 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 or sentences of the tribunals in all cases which may concern them and shall enjoy in such cases all the rights and privileges accorded to the native citizen.

ART. 14th

The citizens of the United States residing in the territories of the Republic of San Salvador shall enjoy the most perfect and entire security of conscience without being annoyed, prevented or disturbed, on the proper exercise of their religion in private houses, or on 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 San Salvador in convenient and adequate places, to be appointed and established 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 San Salvador 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 on the chapels and places of worship appointed for that purpose, agreeably to the laws, usages and customs of the United States.

ART. 15th

It shall be lawful for the citizens of the United States of America and of the Republic of San Salvador to sail with their ships with all manner of

liberty and security no distinction being made who are the proprietors of the merchandise laden thereon, from any port to the places of those who now are or 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 merchandise before mentioned, and to trade with the same liberty and security from the places, ports and havens of those who are the enemies of both or either party without any opposition or disturbance whatsoever, not only 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 everything 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 altho 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 recognise 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.

ART. 16th

It is likewise agreed that in the case where the neutral flag of one of the contracting parties shall protect the property of one 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 merchandise of the neutral embarked on such enemy's ships shall be free.

ART. 17th

This liberty of navigation and commerce shall extend to all kinds of merchandise excepting those only which are distinguished by the name of "con-

traband", and under this name of contraband, or prohibited goods shall be comprehended.

1st Cannons, mortars, howitzers, swivels, blunderbusses, muskets, rifles, carbines, pistols, pikes, swords, sabres, lances, spears, halberts, hand grenades, bombs, powder, matches, balls, and all other things belonging to the use of these arms.

2^d Bucklers, helmets, breastplates, coats of mail, infantry belts, and clothes made up in the form, and for the military use.

3^d Cavalry belts, and horses with their furniture.

4th And generally all kinds of arms and instruments of iron, steel, brass, and copper, or of any other materials manufactured, prepared and formed expressly to make war by sea or land.

5th Provisions that are imported into a besieged or blockaded place.

ART. 18th

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 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.

ART. 19th

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 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 judgement according to law.

ART. 20th

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.

ART. 21st

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 damage 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.

ART. 22^d

To avoid all kinds 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.

ART. 23^d

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.

ART. 24th

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 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 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.

ART. 25th

For the purpose of lessening the evils of war the two high contracting parties further 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 defence of property.

ART. 26th

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 parties so at war under the pain of being treated as a pirate.

ART. 27th

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 safe con-

duct 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 San Salvador 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.

ART. 28th

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.

ART. 29th

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 San Salvador 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.

ART. 30th

To make more effectual the protection which the United States and the Republic of San Salvador shall afford in future to the navigation and commerce of the citizens of each other, they agree to receive and to 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 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.

ART. 31st

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.

ART. 32^d

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 everything besides subject to the laws of the respective States. The archives and papers of the consulates shall be respected inviolably and under no pretext whatever, shall any magistrate seize, or in any way interfere with them,

ART. 33^d

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 vessels, 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 arrest, they shall be set at liberty and shall be no more arrested for the same cause.

ART. 34th

For the purpose of more effectually protecting their commerce and navigation, the two contracting parties do hereby agree to form, as soon hereafter as circumstances will permit, a consular convention, which shall declare specially the powers and immunities of the consuls and vice consuls of the respective parties.

ART. 35th

The United States of North America and the Republic of San Salvador, desiring to make as durable as possible the relations which are to be established by virtue of this treaty, have declared solemnly and do agree to the following points:

1st 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 if

neither party notifies the other of its intention of reforming any 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 the other of its intention of proceeding to a reform.

2^d 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.

3^d 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.

ART. 36th

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 San Salvador with the consent and approbation of the Congress of the same, and the ratifications shall be exchanged in the city of Washington or San Salvador within eight 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 San Salvador have signed and sealed these presents in the city of Leon on the second day of January in the year of our Lord one thousand eight hundred and fifty, and of the Independence of the United States the seventy fourth.

E. GEO. SQUIER [SEAL]

AGUSTIN MORALES [SEAL]

EXTRADITION

Convention signed at San Salvador May 23, 1870

Senate advice and consent to ratification December 9, 1870

Ratified by the President of the United States December 16, 1870

Ratified by El Salvador October 28, 1873

*Ratifications exchanged at Washington March 2, 1874*¹

Entered into force March 2, 1874

Proclaimed by the President of the United States March 4, 1874

*Terminated March 2, 1904*²

18 Stat. 693; Treaty Series 309

CONVENTION FOR THE SURRENDER OF CRIMINALS BETWEEN THE UNITED STATES OF AMERICA AND THE REPUBLIC OF SALVADOR

The United States of America and the Republic of Salvador, having judged it expedient, with a view to the better administration of justice, and to the prevention of crimes within their respective territories and jurisdiction, that persons convicted of or charged with the crimes hereinafter specified, and being fugitives from justice, should, under certain circumstances, be reciprocally delivered up, have resolved to conclude a convention for that purpose, and have appointed as their Plenipotentiaries, the President of the United States, Alfred T. A. Torbert, Minister Resident to Salvador; the President of the Republic of Salvador, Señor Doctor Don Gregorio Arbizú, Minister of Foreign Affairs; who, after reciprocal communication of their full powers, found in good and due form, have agreed upon the following articles, to wit:

ARTICLE 1ST

The Government of the United States and the Government of Salvador mutually agree to deliver up persons who, having been convicted of or charged with the crimes specified in the following article, committed within the jurisdiction of one of the contracting parties, shall seek an asylum or be found within the territories of the other: *Provided*, That this shall only be done upon such evidence of criminality as, according to the laws of the place

¹ Time for exchange of ratifications extended by convention of May 12, 1873 (TS 311), *post*, p. 495.

² Pursuant to notice of termination given by El Salvador Oct. 9, 1894.

where the fugitive or person so charged shall be found, would justify his or her apprehension and commitment for trial if the crime had been there committed.

ARTICLE 2ND

Persons shall be delivered up who shall have been convicted of, or be charged, according to the provisions of this convention, with any of the following crimes:

1. Murder, comprehending the crimes designated in the penal codes of the contracting parties by the terms homicide, parricide, assassination, poisoning, and infanticide.

2. The attempt to commit murder.

3. The crimes of rape, arson, piracy, and mutiny on board a ship, whenever the crew, or part thereof, by fraud or violence against the commander, have taken possession of the vessel.

4. The crime of burglary, defined to be the action of breaking and entering by night into the house of another with the intent to commit felony; and the crime of robbery, defined to be the action of feloniously and forcibly taking from the person of another goods or money by violence, or putting him in fear.

5. The crime of forgery, by which is understood the utterance of forged papers, the counterfeiting of public, sovereign, or government acts.

6. The fabrication or circulation of counterfeit money, either coin or paper, of public bonds, bank-notes, and obligations, and in general of all things being titles or instruments of credit, the counterfeiting of seals, dies, stamps, and marks of state and public administration, and the utterance thereof.

7. The embezzlement of public moneys, committed within the jurisdiction of either party, by public officers or depositors.

8. Embezzlement, by any person or persons, hired or salaried, to the detriment of their employers, when these crimes are subject to infamous punishment.

ARTICLE 3RD

The provisions of this treaty shall not apply to any crime or offence of a political character; and the person or persons delivered up for the crimes enumerated in the preceding article shall in no case be tried for any ordinary crime committed previously to that for which his or their surrender is asked.

ARTICLE 4TH

If the person whose surrender may be claimed, pursuant to the stipulations of the present treaty, shall have been arrested for the commission of offences in the country where he has sought an asylum, shall have been convicted

therefor, his extradition may be deferred until he shall have been acquitted or have served the term of imprisonment to which he may have been sentenced.

ARTICLE 5TH

In no case and for no motive shall the high contracting parties be obliged to deliver up their own subjects. If, in conformity with the laws in force in the state to which the accused belongs, he ought to be submitted to criminal procedure for crimes committed in the other state, the latter must communicate the information and documents, send the implements or tools which were employed to perpetrate the crime, and procure every other explanation or evidence necessary to prosecute the case.

ARTICLE 6TH

Requisitions for the surrender of fugitives from justice shall be made by the respective diplomatic agents of the contracting parties, or in the event of the absence of these from the country, or its seat of government, they may be made by superior consular officers. If the person whose extradition may be asked for shall have been convicted of a crime, a copy of the sentence of the court in which he may have been convicted, authenticated under its seal, and an attestation of the official character of the judge by the proper executive authority, and of the latter by the minister or consul of the United States or of Salvador, respectively, shall accompany the requisition. When, however, the fugitive shall have been merely charged with crime, a duly-authenticated copy of the warrant for his arrest in the country where the crime may have been committed, or the depositions upon which such warrant may have been issued, must accompany the requisition aforesaid. The President of the United States or the President of Salvador may then issue a warrant for the apprehension of the fugitive, in order that he may be brought before the proper judicial authority for examination. If it should then be decided that, according to law and the evidence, the extradition is due, pursuant to the treaty, the fugitive may be given up according to the forms prescribed in such cases.

ARTICLE 7TH

The expenses of the arrest, detention, and transportation of the persons claimed shall be paid by the government in whose name the requisition shall have been made.

ARTICLE 8TH

This convention shall continue in force during ten (10) years from the day of exchange of ratifications; but if neither party shall have given to the other six (6) months' previous notice of its intention to terminate the same, the convention shall remain in force ten years longer, and so on.

The present convention shall be ratified and the ratifications exchanged at the city of Washington within twelve (12) months, and sooner if possible.³

In witness whereof, the respective Plenipotentiaries have signed the present convention in duplicate, and have thereunto affixed their seals.

Done at the city of San Salvador the Twenty-third day of May, A.D. one thousand eight hundred and seventy, and of the Independence of the United States the ninety-fourth.

ALFRED T. A. TORBERT [SEAL]

GREGO. ARBIZÚ [SEAL]

³ See footnote 1, p. 474.

AMITY, COMMERCE, AND CONSULAR PRIVILEGES

Treaty signed at San Salvador December 6, 1870

Senate advice and consent to ratification March 31, 1871

Ratified by the President of the United States April 11, 1871

Ratified by El Salvador October 28, 1873

*Ratifications exchanged at Washington March 11, 1874*¹

Entered into force March 11, 1874

Proclaimed by the President of the United States March 13, 1874

*Terminated May 30, 1893*²

18 Stat. 725; Treaty Series 310

A GENERAL TREATY OF AMITY, COMMERCE, AND CONSULAR PRIVILEGES BETWEEN THE UNITED STATES OF AMERICA AND THE REPUBLIC OF SALVADOR

The United States of America and the Republic of Salvador, desiring to make lasting and firm the friendship and good understanding which happily exist 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 consular privileges.

For this desirable object the President of the United States of America has conferred full powers upon General Alfred T. A. Torbert, Minister Resident, and the President of the Republic of Salvador has conferred similar and equal powers upon Doctor Don Gregorio Arbizú, Minister of Foreign Relations; who, after having exchanged their said full powers in due form, have agreed to the following articles:

ARTICLE 1ST

There shall be a perfect, firm, and inviolable peace and sincere friendship between the United States of America and the Republic of Salvador, in all the extent of their possessions and territories, and between their citizens, respectively, without distinction of persons and places.

¹ Time for exchange of ratifications extended by convention of May 12, 1873 (TS 311), *post*, p. 495.

² Pursuant to notice of termination given by El Salvador May 30, 1892.

ARTICLE 2ND

The United States of America and the Republic of Salvador, 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 3RD

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 therein, and shall have the power to purchase and hold lands, and all kinds of real estate, and to engage in all kinds of trade, manufactures, and mining, upon the same terms with the native citizens, and shall enjoy all the privileges and concessions in these matters which are or may be made to the citizens of any country, and shall enjoy all the rights, privileges, and exemptions in navigation, commerce, and manufactures which native citizens do or shall enjoy, submitting themselves to the laws, decrees, or 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 4TH

They likewise agree that whatever kind of produce, manufacture, or merchandise of any foreign country can be from time to time lawfully imported into the United States in their own vessels, may be also imported in vessels of the Republic of Salvador; 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 merchandise of any foreign country can be from time to time lawfully imported into the Republic of Salvador 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 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 Republic of Salvador.

ARTICLE 5TH

No higher or other duties shall be imposed on the importation into the United States of any articles the produce or manufactures of the Republic of Salvador; and no higher or other duties shall be imposed on the importation into the Republic of Salvador 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 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 Salvador, 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 Salvador, to or from the territories of the United States, or to or from the territories of the Republic of Salvador, which shall not equally extend to all other nations.

ARTICLE 6TH

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 Salvador, and reciprocally to the vessels of the said Republic of Salvador, 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 7TH

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 merchandise, 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 an equality with the subjects or citizens of the most favored nation.

ARTICLE 8TH

The citizens of neither of the contracting parties shall be liable to any embargo, nor be detained with their vessels, cargoes, merchandise, 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 9TH

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 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.

ARTICLE 10TH

All the ships, merchandise, 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 11TH

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 merchandise 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 12TH

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 13TH

Both contracting parties promise and engage formally to give their special protection for 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 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 or sentences of the tribunals in all cases which may concern them, and shall enjoy in such cases all the rights and privileges accorded to the native citizen.

ARTICLE 14TH

The citizens of the United States residing in the territories of the Republic of Salvador shall enjoy the most perfect and entire security of conscience, without being annoyed, prevented, 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 Salvador, in convenient and adequate places to be appointed and established 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 Salvador 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, and customs of the United States.

ARTICLE 15TH

It shall be lawful for the citizens of the United States of America and of the Republic of Salvador to sail with their ships with all manner of liberty and security, no distinction being made who are the proprietors of the mer-

chandise laden thereon, from any port to the places of those who now are or 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 merchandise before mentioned, and to trade with the same liberty and security from the places, ports, and havens of those who are the enemies of both or either party, without any opposition or disturbance whatsoever, not only from the places of the enemy before mentioned to neutral places, but also from one 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 everything 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 16TH

It is likewise agreed that in the case where the neutral flag of one of the contracting parties shall protect the property of one 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 merchandise of the neutral embarked on such enemy's ships shall be free.

ARTICLE 17TH

This liberty of navigation and commerce shall extend to all kinds of merchandise, excepting those only which are distinguished by the name of

contraband; and under this name of contraband or prohibited goods shall be comprehended:

1st. Cannons, mortars, howitzers, swivels, blunderbusses, muskets, rifles, carbines, pistols, pikes, swords, sabres, lances, spears, halberts, hand-grenades, bombs, powder, matches, balls, and all other things belonging to the use of these arms.

2nd. Bucklers, helmets, breastplates, coats of mail, infantry-belts, and clothes made up in the form and for the military use.

3rd. Calvary belts and horses, with their furniture.

4th. And generally all kinds of arms, and instruments of iron, steel, brass, and copper, or of any other materials manufactured, prepared, and formed expressly to make war by sea or land.

5th. Provisions that are imported into a besieged or blockaded place.

ARTICLE 18TH

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 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 19TH

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 20TH

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 21ST

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, 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 damage 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 22ND

To avoid all kinds 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 23RD

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 24TH

It is further agreed that in all cases the established courts of 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 25TH

For the purpose of lessening the evils of war, the two high contracting parties further 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 defence of property.

ARTICLE 26TH

Whenever one of the contracting parties shall be engaged in a war with another state, no citizens 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 parties so at war, under the pain of being treated as a pirate.

ARTICLE 27TH

For the better security of commerce between the citizens of the United States and the citizens of Salvador, 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, who may be within the territories of the other, shall, if residing on the coast, be allowed six months, and if in the interior, a whole year, to wind up their

accounts and dispose of their property; and a safe-conduct shall be given to them to embark at any port they themselves may select. Even in case of rupture, all such citizens of either of the high contracting parties, who are established in any of the territories of the other in trade or other employment, shall have the privilege of remaining and of continuing such trade or employment, without any manner of interruption, in full enjoyment of liberty and prosperity, so long as they behave peacefully and commit no offence against the laws; and their goods and effects, of whatever description they may be, whether in their own custody or intrusted to individuals or to the state, shall not be liable to seizure or sequestration, nor to any other charges or demands than those which may be made upon the like effects or property belonging to the native citizens of the country in which such citizens may reside. In the same case, debts between individuals, property in public funds, and shares of companies and property of whatever description, shall never be confiscated nor detained nor sequestered.

ARTICLE 28TH

In whatever relates to the police of the ports, the lading and unlading of ships, the safety of merchandise, goods, and effects, the succession to personal estates by will or otherwise, and the disposal of personal property of every sort and denomination by sale, donation, exchange, testament, or 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 or may be paid by native citizens, submitting, of course, to the local laws and regulations of each country respectively.

The foregoing provisions shall be applicable to real estate situated within the States of the American Union, or within the Republic of Salvador, in which foreigners shall be entitled to hold or inherit real estate; but in case real estate situated within the territories of one of the contracting parties should fall to a citizen of the other party, who, on account of his being an alien, could not be permitted to hold such property in the state in which it may be situated, there shall be accorded to the said heir or other successor such time as the laws of the state will permit to sell such property. He shall be at liberty, at all times, to withdraw and export the proceeds thereof without difficulty, and without paying to the government any other charges than those which would be paid by an inhabitant of the country in which the real estate may be situated.

If any citizen of the two high contracting parties shall die without a will or testament in any of the territories of the other, the minister or consul of the nation to which the deceased belonged, (or the representative of such minister or consul, in case of 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 29TH

1st. The citizens of the United States residing in Salvador, or the citizens of Salvador residing in the United States, may intermarry with the natives of the country, hold and possess, by purchase, marriage, or descent, any estate, real or personal, without thereby changing their national character, subject to the laws which now exist or may be enacted in this respect.

2nd. When the citizens of the United States residing in Salvador, or the citizens of Salvador residing in the United States, marry natives of the country according to the laws, such marriage shall be considered legal in the other country.

3rd. The citizens of the United States residents in the Republic of Salvador, and the citizens of Salvador residents in the United States, shall be exempted from all forced or compulsory military service whatsoever, by land or sea, from all contributions of war, military exactions, forced loans in time of war; but they shall be obliged, in the same manner as citizens of each nation, to pay lawful taxes, municipal and other modes of imposts and ordinary charges, loans, and contributions in time of peace, (as the citizens of the country are liable,) in just proportion to the property owned.

4th. Nor shall the property of either of any kind be taken for any public object without full and just compensation, to be paid in advance; and

5th. The citizens of the two high contracting parties shall have the unlimited right to go to any part of the territories of the other, and in all cases enjoy the same security as the natives of the country where they reside, with the condition that they duly observe the laws and ordinances.

ARTICLE 30TH

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 Salvador 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 31ST

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 treaty 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 treaty refers.

ARTICLE 32ND

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 prerogative 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 33RD

The consuls admitted in either republic may exercise in their respective districts the following functions:

1st. 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.

2nd. 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 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.

3rd. 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.

4th. 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.

5th. They shall have the right, in the ports or places to which they are or may be severally appointed, of receiving the protests or declarations which such captains, masters, crews, passengers, and merchants as are citizens of their country may respectively choose to make there; and also such as any foreigners may choose to make before them relative to the personal interests of any of their citizens; and the copies of said acts, duly authenticated by the said consuls under the seal of their consulates respectively, shall receive faith in law, as if they had been authenticated before the judges or courts of the respective countries.

6th. 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.

7th. They may compromise amicably, and out of court, the differences arising between their fellow-countrymen, providing 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 his chancellor or secretary, shall have all the force of a notarial copy authenticated, so as to render it obligatory on the interested parties.

8th. 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.

9th. They may direct all the operations for saving vessels of their nation which may be wrecked on the coast 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.

10th. They shall take possession of the personal or real estate left by any of their citizens who shall die within their consulate, leaving no legal representative or trustee by him appointed to take charge of his effects; they shall inventory the same with the assistance of two merchants, citizens of the respective countries, or for want of them of any others whom the consuls may choose; shall cause a notice of the death to be published in some newspaper of the country where they reside; shall collect the debts due to the deceased in the country where he died, and pay the debts due from his estate which he shall have contracted; shall sell at auction, after reasonable public notice, such of the estate as shall be of a perishable nature, and such further part, if any, as shall be necessary for the payment of his debts, but they shall pay no claims not reduced to a judgment for damages on account of any wrongful act alleged to have been done by the deceased. Whensoever there is no consul in the place where the death occurs, the local authority shall take all the precautions in their power to secure the property of the deceased, and immediately notify the nearest consul of the country to which the deceased belonged.

11th. They may demand from the local authorities the arrest of seamen deserting from the vessel 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 belonged 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.

12th. 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 port 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.

13th. They may appoint a chancellor or secretary whensoever the consulate has none and one is required for authenticating documents.

14th. They may appoint commercial agents to employ all the means in their power in behalf of individuals of the nation in whose service the con-

sul is, and for executing the commissions which the consul may think proper to intrust 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 34TH

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 35TH

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 consular officer is engaged in business, the papers relating to the consulate shall enjoy the following prerogatives:

1st. The consular offices and dwellings shall be at all times inviolable. The local authorities shall not, under any pretext, invade them. In no case shall they examine or seize the archives or papers there deposited. In no case shall those offices or dwellings be used as places of asylum. When, however, a consular officer is engaged in business, the papers relating to the consulate shall be kept separate.

2nd. Consuls, in all that exclusively concerns the exercise of their functions, shall be independent of the state in whose territory they reside.

3rd. 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, and they shall be exempt from arrest, except in the case of offences which the local legislation qualifies as crimes and punishes as such. This exemption does not comprehend the consuls or their chancellors or secretaries who may be natives of the country in which they reside.

4th. No consular officer who is not a citizen of the country to which he is accredited shall be compelled to appear as a witness before the courts of the country where he resides. When the testimony of such consular officer is needed, it shall be asked in writing, or some one shall go to his house to take it *viva voce*. If, however, the testimony of a consular officer in either country should be necessary for the defence of a person charged with a crime and should not voluntarily be given, compulsory process requiring the presence of such consular officer as a witness may be issued.

5th. 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.

ARTICLE 36TH

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 him, 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.

ARTICLE 37TH

The United States of America and the Republic of Salvador, desiring to make as durable as possible the relations which are to be established by virtue of this treaty, have declared solemnly, and do agree to the following points:

1st. This treaty is concluded for the term of ten years, dating from the exchange of the ratifications; and if one year before the expiration of that period neither of the contracting parties shall have announced, by an official notification, its intention to the other to arrest the operations of said treaty, it shall continue binding for twelve months longer, and so on, from year to year, until the expiration of the twelve months which will follow a similar declaration, whatever the time at which it may take place.

2nd. 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.

3rd. 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 national right.

ARTICLE 38TH

The treaty between the United States of America and the Republic of Salvador of the second day of January, one thousand eight hundred and fifty,³ is hereby abrogated, and the stipulations of the preceding treaty are substituted therefor.

³ TS 308, *ante*, p. 462.

ARTICLE 39TH

This treaty shall be submitted on both sides to the approval and ratification of the respective competent authorities of each of the contracting parties, and the ratifications shall be exchanged at Washington, within the space of twelve months.⁴

In faith whereof the respective Plenipotentiaries have signed the foregoing articles in the English and Spanish languages, and they have hereunto affixed their seals.

Done in duplicate, at the city of San Salvador, this sixth day of December, in the year of our Lord one thousand eight hundred and seventy.

ALFRED T. A. TORBERT	[SEAL]
GREGO. ARBIZÚ	[SEAL]

⁴ See footnote 1, p. 478.

EXTRADITION

*Convention signed at San Salvador May 12, 1873, extending time for
exchange of ratifications of convention of May 23, 1870*

Ratified by El Salvador October 28, 1873

Senate advice and consent to ratification February 9, 1874

Ratified by the President of the United States February 16, 1874

Ratifications exchanged at Washington March 2, 1874

Entered into force March 2, 1874

Proclaimed by the President of the United States March 4, 1874

18 Stat. 796; Treaty Series 311

The United States of America and the Republic of Salvador, desiring to extend the time fixed for the exchange of the ratifications of the treaty between the United States and that republic for the surrender of criminals, signed at San Salvador on the twenty-third day of May, A.D. 1870,¹ have resolved to conclude a convention for that purpose, and have invested with full powers, the President of the United States, Thomas Biddle, Minister Resident of the United States to Salvador, the President of the Republic of Salvador, Señor Doctor Don Dario Gonzalez, the Minister of the Interior and Public Instruction; who, after reciprocal communication of their said full powers found in good and due form, have agreed upon the following articles, to wit:

ARTICLE I

The time fixed for the exchange of the ratifications of the aforesaid treaty between the United States and the Republic of Salvador for the surrender of criminals, signed at San Salvador on the twenty-third of May, A.D. one thousand eight hundred and seventy, (1870) is hereby extended to a period not exceeding twelve (12) months from the date of this convention, or sooner if possible.

ARTICLE II

The present convention to receive the ratification of 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 Salvador, with the approval of the

¹ TS 309, *ante*, p. 474.

Congress of the same, and the ratifications to be exchanged within convenient time to facilitate the aforesaid extension.

In witness whereof the respective Plenipotentiaries have signed the present convention, in duplicate, and have thereunto affixed their seals.

Done at San Salvador the 12th day of May, A.D. one thousand eight hundred and seventy-three, and of the Independence of the United States the ninety-seventh.

THOS. BIDDLE [SEAL]

D. GONZALEZ [SEAL]

AMITY, COMMERCE, AND CONSULAR PRIVILEGES

*Convention signed at San Salvador May 12, 1873, extending time for
exchange of ratifications of treaty of December 6, 1870*

Ratified by El Salvador October 28, 1873

Senate advice and consent to ratification March 2, 1874

Ratified by the President of the United States March 10, 1874

Ratifications exchanged at Washington March 11, 1874

Entered into force March 11, 1874

Proclaimed by the President of the United States March 13, 1874

18 Stat. 798; Treaty Series 311

The United States of America and the Republic of Salvador, desiring to extend the time fixed for the exchange of the ratifications of the treaty between the United States and that Republic of amity, commerce, and consular privileges, signed at San Salvador on the sixth day of December, A. D. 1870,¹ have resolved to conclude a convention for that purpose, and have invested with full powers, the President of the United States, Thomas Biddle, Minister Resident of the United States to Salvador, the President of the Republic of Salvador, Señor Doctor Don Dario Gonzalez, the Minister of the Interior and Public Instruction, who, after reciprocal communication of their said full powers, found in good and due form, have agreed upon the following articles, to wit:

ARTICLE I

The time fixed for the exchange of the ratifications of the aforesaid treaty between the United States and the Republic of Salvador, of amity, commerce, and consular privileges, signed at San Salvador on the sixth day of December, A. D. one thousand eight hundred and seventy, (1870,) is hereby extended to a period not exceeding twelve (12) months from the date of this convention, or sooner if possible.

ARTICLE II

The present convention to receive the ratification of the President of the United States, by and with the advice and consent of the Senate thereof,

¹ TS 310, *ante*, p. 478.

and by the President of the Republic of Salvador, with the approval of the Congress of the same, and the ratifications to be exchanged within convenient time to facilitate the aforesaid extension.

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

Done at San Salvador the 12th day of May, A. D. one thousand eight hundred and seventy-three, and of the Independence of the United States the ninety-seventh.

THOS. BIDDLE [SEAL]

D. GONZALEZ [SEAL]

ARBITRATION OF EL TRIUNFO CLAIM

Protocol of agreement signed at Washington December 19, 1901

Approved and ratified by El Salvador February 22, 1902

United States notified of ratification by El Salvador February 24, 1902

*Expired upon fulfillment of its terms*¹

Treaty Series 400

Protocol of an Agreement between the Secretary of State of the United States of America and the Envoy Extraordinary and Minister Plenipotentiary of the Republic of Salvador for submission to arbitration of the claims against the Republic of Salvador of the Salvador Commercial Company and other citizens of the United States, stockholders in the corporations styled "El Triunfo Company, Limited" who have not acquired their stock from citizens of Salvador or others not citizens of the United States since the date of the filing of the Memorial of the Salvador Commercial Company.

The United States of America and the Republic of Salvador, through their representatives, John Hay, Secretary of State of the United States of America, and Don Rafael Zaldivar, Envoy Extraordinary and Minister Plenipotentiary of the Republic of Salvador, have agreed upon and signed the following protocol:

Whereas, the United States of America, on behalf of the Salvador Commercial Company and of any and all of its citizens as described above, claim indemnity from the Government of Salvador for damages alleged to have been caused to such stockholders, as mentioned either in said Memorial, in the correspondence between the two Governments or in the report of the Solicitor of the Department of State, made to the Secretary of State; and

Whereas, the Government of Salvador denies any liability either to the Salvador Commercial Company or to any such citizens by reason of the acts and alleged grievances above referred to;

It is therefore agreed between the two Governments:

¹ On May 8, 1902, the arbitrators rendered an award of \$537,178.64 to the United States claimants.

I

That the said questions of law and fact brought in issue between the two Governments shall be referred to the decision of the Honorable Henry Strong, Chief Justice of the Dominion of Canada; the Honorable Don M. Dickinson, of Detroit, Michigan; and the Honorable Dr. David Castro, Chief Justice of the Supreme Court of Salvador, whose award in writing and stating the grounds of the decision shall be final and conclusive.

II

The arbitration tribunal shall sit at Washington, D.C., and shall hold its first session not later than the first day of April, 1902. A majority of the arbitrators shall be competent to act as well as to decide on all matters and questions submitted to the arbitral tribunal. Should either said Strong, Dickinson or Castro be unable to serve as arbitrator, in that event the place of the former shall be filled by agreement of the two Governments and of either of the two latter by the United States and Salvador respectively.

III

That within eighty days from the date of the signing of this protocol, each party shall furnish to the other and to each of the arbitrators a copy of the said Memorial and copies of all the documents, papers, accounts, official correspondence and other evidence on file at their respective Foreign Offices relating to said claims, and of all affidavits of their respective witnesses relating thereto, and the Department of State of the United States shall include among the documents thus transmitted by it copies of the report of its Solicitor in said case; and each party shall furnish in the manner aforesaid all books of account, contracts and papers of the "El Triunfo Company Limited" which may be in its possession or control: *Provided*, That said arbitration tribunal may request either Government to furnish such additional evidence as it may deem necessary in the interests of justice, and each Government agrees to comply with said request; it may, also, in its discretion, allow all such pleadings to be filed as may be conducive to the full presentation and trial of the claims of the interested parties.

IV

The arbitration tribunal shall have full power to regulate the procedure and to take such action and make any such order as it may find necessary in the interests of justice. Each Government agrees to abide by such determination, and in default thereof, the said tribunal may proceed in such manner and at such times as it may determine, in order to close the proofs and make final and complete award. It shall also have power to appoint such officials to render such clerical and other assistance as it may find need-

ful, and fix the stipend therefor, as well as to provide for payment by the parties of all expenses incident to the arbitration.

V

Each of said Governments by their respective counsel, and the said stockholders by their attorney, may orally argue said cause and may severally submit to the said tribunal written arguments, copies of which shall at the same time be furnished to counsel of the other parties, with the right to reply, touching the questions of law and fact in issue, within thirty days from the date limited for the submission of the evidence; but the said tribunal shall not for such purpose in any event delay its decision beyond two months from the date of the submission to it of the evidence aforesaid, unless for good cause said tribunal shall find a longer period necessary, which shall in no event exceed three months.

VI

If said tribunal finds that any liability is established, it shall have full power to grant complete, just and legal relief to the parties; the damages awarded shall be fully compensatory but shall not include any which are merely speculative or imaginary. The tribunal may also pass upon the right of claimant to recover costs and reasonable attorney's fees and the award may bear interest at the rate of six per cent. per annum from the date when the damages are shown to have occurred. It shall bear interest at the rate of six per cent. per annum from the date of its rendition until paid.

VII

The award, if any, shall be payable, in American gold, as soon as the National Assembly of Salvador shall authorize the payment; but said authorization shall be made at its next ensuing regular session, in February, 1903. An extension of the time of its payment may be granted by the Government of the United States.

VIII

Reasonable compensation to the arbitrators for their services and all expenses incident to the arbitration shall be allowed and paid in equal moieties by said Governments.

IX

This protocol shall be submitted for approval and ratification by the Congress of the Republic of Salvador. When so approved and ratified, the Government of Salvador will immediately notify the Government of the United States thereof. Unless so approved and ratified and such notice is

given by the Government of Salvador on or before March 1st, 1902, this protocol shall be deemed null and void; and the United States will be at liberty to proceed diplomatically.

Done in quadruplicate in English and Spanish at Washington, this nineteenth day of December, 1901.

JOHN HAY

RAFAEL ZALDIVAR

NATURALIZATION

Convention signed at San Salvador March 14, 1908

Senate advice and consent to ratification April 13, 1908

Ratified by El Salvador April 23, 1908

Ratified by the President of the United States May 26, 1908

Ratifications exchanged at San Salvador July 20, 1908

Entered into force July 20, 1908

Proclaimed by the President of the United States July 23, 1908

35 Stat. 2038; Treaty Series 503

CONVENTION TO FIX THE CONDITION OF NATURALIZED CITIZENS WHO RENEW THEIR RESIDENCE IN THE COUNTRY OF THEIR ORIGIN

The President of the United States of America and the President of the Republic of Salvador, desiring to regulate the citizenship of those persons who emigrate from the United States of America to Salvador, and from Salvador 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, John Hanaford Gregory, Jr., Chargé d'Affaires ad interim of the United States at Salvador; and the President of Salvador, señor doctor don Salvador Rodríguez González, 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 Salvador, upon their own application or by their own consent, will be considered by the United States as citizens of the Republic of Salvador. Reciprocally, Salvadoreans 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 Salvador as citizens of the United States.

ARTICLE II

If a Salvadorean, naturalized in the United States of America, renews his residence in Salvador, without intent to return to the United States, he may be held to have renounced his naturalization in the United States. Recipro-

cally, if a citizen of the United States, naturalized in Salvador, renews his residence in the United States, without intent to return to Salvador, he may be presumed to have renounced his naturalization in Salvador.

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 Salvador 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 Salvador or Washington within twenty-four months of the date hereof.

Signed at the city of San Salvador, on the fourteenth day of March, one thousand nine hundred and eight.

JOHN HANAFORD GREGORY JR.	[SEAL]
SALVADOR RODRIGUEZ G.	[SEAL]

ARBITRATION

Convention signed at Washington December 21, 1908

Senate advice and consent to ratification January 6, 1909

Ratified by the President of the United States March 1, 1909

Ratified by El Salvador June 14, 1909

Ratifications exchanged at Washington July 3, 1909

Entered into force July 3, 1909

Proclaimed by the President of the United States July 7, 1909

*Extended by agreement of May 13, 1914*¹

Expired July 3, 1919

36 Stat. 2172; Treaty Series 529

The Government of the United States of America, signatory of the two conventions for the Pacific Settlement of International Disputes, concluded at The Hague, respectively, on July 29, 1899,² and October 18, 1907,³ and the Government of the Republic of Salvador, adherent to the said convention of July 29, 1899, and signatory of the said convention of October 18, 1907;

Taking into consideration that by Article XIX of the convention of July 29, 1899, and by Article XL of the convention of October 18, 1907, the High Contracting Parties have reserved to themselves the right of concluding Agreements, with a view to referring to arbitration all questions which they shall consider possible to submit to such treatment;

Have authorized the Undersigned to conclude the following Convention:

ARTICLE I

Differences which may arise of a legal nature, or relating to the interpretation of treaties existing between the two Contracting Parties, and which it may not have been possible to settle by diplomacy, shall be referred to the Permanent Court of Arbitration established at The Hague by the convention of the 29th July, 1899, for the pacific settlement of international disputes, and maintained by The Hague Convention of the 18th October, 1907; provided, nevertheless, that they do not affect the vital interests, the inde-

¹ 38 Stat. 1827; TS 596.

² TS 392, *ante*, vol. 1, p. 230.

³ TS 536, *ante*, vol. 1, p. 577.

pendence, 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 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 Salvador 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 Salvador 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 21st day of December, one thousand nine hundred and eight.

ELIHU ROOT	[SEAL]
F. MEJÍA	[SEAL]

EXTRADITION

Treaty signed at San Salvador April 18, 1911

Ratified by El Salvador May 11, 1911

Senate advice and consent to ratification May 22, 1911

Ratified by the President of the United States June 8, 1911

Ratifications exchanged at San Salvador July 10, 1911

Entered into force July 10, 1911

Proclaimed by the President of the United States July 13, 1911

37 Stat. 1516; Treaty Series 560

TREATY OF EXTRADITION BETWEEN THE UNITED STATES OF AMERICA AND EL SALVADOR

The United States of America and the Republic of El Salvador having judged it expedient, with a view to the better administration of justice and the prevention of crime within their respective territories and jurisdictions, that persons charged with or convicted of the crimes and offenses hereinafter enumerated, and being fugitives from justice, should, under certain circumstances, be reciprocally delivered up, have resolved to conclude a treaty for that purpose, and have appointed as their plenipotentiaries—

The President of the United States of America, William Heimké, Envoy Extraordinary and Minister Plenipotentiary of said United States, at San Salvador, and the President of the Republic of El Salvador, Don Manuel Castro Ramírez, Under Secretary of State in the Department of Foreign Relations, who, after having communicated to each other their respective full powers, found in good and due form, have agreed upon and concluded the following articles:

ARTICLE I

It is agreed that the Government of the United States and the Government of El Salvador shall, upon mutual requisition duly made as herein provided, deliver up to justice any person who may be charged with, or may have been convicted of any of the crimes specified in Article II of this Treaty committed within the jurisdiction of one of the Contracting Parties, 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 Treaty, who shall have been charged with or convicted of any of the following crimes:

1. Murder, comprehending the crimes designated by the terms of parricide, assassination, manslaughter when voluntary; poisoning or infanticide.
2. The attempt to commit murder.
3. Rape, abortion, carnal knowledge of children under the age of twelve years.
4. Mayhem and other wilful mutilation causing disability or death.
5. Bigamy.
6. Arson.
7. Wilful and unlawful destruction or obstruction of railroads, which endangers human life.
8. Crimes committed at sea:

(a) Piracy, as commonly known and defined by the law of Nations, or by Statute;

(b) Wrongfully sinking or destroying a vessel at sea or attempting to do so;

(c) Mutiny or conspiracy by two or more members of the crew or other persons on board of a vessel on the high seas, for the purpose of rebelling against the authority of the Captain or Commander of such vessel, or by fraud or violence taking possession of such vessel;

(d) Assault on board ships upon the high seas with intent to do bodily harm.

9. 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.

10. The act of breaking into and entering the offices of the Government and public authorities, or the offices of banks, banking houses, savings banks, trust companies, insurance companies, or other buildings not dwellings, with intent to commit a felony therein.

11. 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.

12. Forgery or the utterance of forged papers.

13. The forgery or falsification of the official acts of the Government or public authority, including Courts of Justice, or the uttering or fraudulent use of any of the same.

14. The fabrication of counterfeit money, whether coin or paper, counterfeit titles or coupons of public debt, created by National, State, Provincial,

Territorial, Local or Municipal Governments, 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.

15. Embezzlement or criminal malversation committed within the jurisdiction of one or the other party by public officers or depositaries, where the amount embezzled exceeds two hundred dollars (or Salvadorean equivalent).

16. Embezzlement by any person or persons hired, salaried or employed, to the detriment of their employers or principals, when the crime or offence is punishable by imprisonment or other corporal punishment by the laws of both countries, and where the amount embezzled exceeds two hundred dollars (or the Salvadorean equivalent).

17. Kidnapping of minors or adults, defined to be the abduction or detention of a person or persons, in order to exact money from them or their families, or for any other unlawful end.

18. Larceny, defined to be the theft of effects, personal property, horses, cattle, or live stock, or money, of the value of twenty-five dollars (or Salvadorean equivalent) or more, or receiving stolen property, of that value, knowing it to be stolen.

19. 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 two hundred dollars (or Salvadorean equivalent).

20. Perjury or subornation of perjury.

21. Fraud or breach of trust by a bailee, banker, agent, factor, trustee, executor, administrator, guardian, director or officer of any Company or Corporation, or by any one in any fiduciary position, where the amount of money or the value of the property misappropriated exceeds two hundred dollars (or Salvadorean equivalent).

22. Crimes and offences against the laws of both countries for the suppression of slavery and slave trading.

23. 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 Treaty shall not import claim of extradition for any crime or offence of a political character, nor for acts connected with such crimes or offences; and no person surrendered by or to either of the Contracting Parties in virtue of this Treaty shall be tried or punished for a

political crime or offence. When the offence charged comprises the act either of murder or assassination or of poisoning, either consummated or attempted, the fact that the offence was committed or attempted against the life of the Sovereign or Head of a foreign State, or against the life of any member of his family, shall not be deemed sufficient to sustain that such a crime or offence was of a political character, or was an act connected with crimes or offences of a political character.

If any question shall arise as to whether a case comes within the provisions of this Article, the decisions of the authorities of the Government on which the demand for surrender is made, or which may have granted the extradition shall be final.

ARTICLE IV

No person shall be tried or punished for any crime or offence other than that for which he was surrendered without the consent of the Government which surrendered him, which may, if it think proper, require the production of one of the documents mentioned in Article XI of this Treaty.

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 offence 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 offence 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 Treaty, neither of the Contracting Parties shall be bound to deliver up its own citizens.

ARTICLE IX

The expense of the arrest, detention, examination and transportation of the accused shall be paid by the Government which has preferred the demand for extradition.

ARTICLE X

Everything found in the possession of the fugitive criminal at the time of his arrest, whether being the proceeds of the crime or offence, 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 Treaty shall be applicable to all territory wherever situated, belonging to either of the Contracting Parties or in the occupancy and under the control of either of them, during such occupancy or control.

Requisitions for the surrender of fugitives from justice shall be made by the respective diplomatic agents of the Contracting Parties. In the event of the absence of such Agents from the country or its seat of Government, 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.

The extradition of fugitives under the provisions of this Treaty shall be carried out in the United States and in the Republic of El Salvador, respectively, in conformity with the laws regulating extradition for the time being in force in the State in which the request for the surrender is made.

ARTICLE XII

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 El Salvador 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 El Salvador, 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 XIII

In every case of a request made by either of the two Contracting Parties for the arrest, detention or extradition of fugitive criminals, the legal officers or fiscal ministry of the country where the proceedings of extradition are had, shall assist the officers of the Government demanding the extradition before the respective judges and magistrates, by every legal means within their or its power; and no claim whatever for compensation for any of the services so rendered shall be made against the Government demanding the extradition, provided however, that any officer or officers of the surrendering Government so giving assistance, who shall, in the usual course of their duty, receive no salary or compensation other than specific fees for services performed, shall be entitled to receive from the Government demanding the extradition the customary fees for the acts or services performed by them, in the same manner and to the same amount as though such acts or services had been performed in ordinary criminal proceedings under the laws of the country of which they are officers.

ARTICLE XIV

The conveyance through the territories of either of the High Contracting Parties of any person, not being a citizen of the country to be passed through, extradited by a third Power to either of them for any of the crimes specified in this Treaty, will be permitted if, in the case of the United States, the authority of the Secretary of State and, in that of El Salvador, that of the Minister for Foreign Relations, is first obtained.

ARTICLE XV

This Treaty shall take effect from the day of the exchange of the ratifications thereof; but either Contracting Party may at any time terminate the same on giving to the other six months' notice of its intention to do so.

The ratifications of the present Treaty shall be exchanged at San Salvador or at Washington as soon as possible.

In witness whereof, the respective Plenipotentiaries have signed the above Articles, and have hereunto affixed their seals.

Done in duplicate, at the City of San Salvador, this eighteenth day of April, one thousand nine hundred and eleven.

WILLIAM HEIMKÉ	[SEAL]
M. CASTRO R.	[SEAL]

FACILITATING THE WORK OF TRAVELING SALESMEN

Convention signed at Washington January 28, 1919

Senate advice and consent to ratification January 26, 1920

Ratified by the President of the United States February 16, 1920

Ratified by El Salvador November 6, 1920

Ratifications exchanged at San Salvador January 18, 1921

Entered into force January 18, 1921

Proclaimed by the President of the United States January 22, 1921

41 Stat. 1725; Treaty Series 651

The United States of America and the Republic of Salvador 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, Frank L. Polk, Acting Secretary of State of the United States of America, and

The President of the Republic of Salvador, Rafael Zaldivar, Envoy Extraordinary and Minister Plenipotentiary for the Republic of Salvador in the United States of America,

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 employes within the jurisdiction of the other High Contracting Party on obtaining from the latter, upon payment of a single fee, a license which shall be valid throughout its entire territorial jurisdiction.

In case either of the High Contracting Parties shall be engaged in war, it reserves to itself the right to prevent from operating within its jurisdiction under the provisions of this treaty, or otherwise, enemy nationals or other

aliens whose presence it may consider prejudicial to public order and national safety.

ARTICLE II

In order to secure the license above mentioned the applicant must obtain from the country of domicile of the manufacturers, merchants, and traders represented a certificate attesting his character as a commercial traveler. This certificate, which shall be issued by the authority to be designated in each country for the purpose, shall be viséed by the consul of the country in which the applicant proposes to operate, and the authorities of the latter shall, upon the presentation of such certificate, issue to the applicant the national license as provided in Article I.

ARTICLE III

A commercial traveler may sell his samples without obtaining a special license as an importer.

ARTICLE IV

Samples without commercial value shall be admitted to entry free of duty.

Samples marked, stamped, or defaced, in such manner that they can not be put to other uses, shall be considered as objects without commercial value.

ARTICLE V

Samples having commercial value shall be provisionally admitted upon giving bond for the payment of lawful duties if they shall not have been withdrawn from the country within a period of six (6) months.

Duties shall be paid on such portion of the samples as shall not have been so withdrawn.

ARTICLE VI

All customs formalities shall be simplified as much as possible with a view to avoid delay in the despatch of samples.

ARTICLE VII

Peddlers and other salesmen who vend directly to the consumer, even though they have not an established place of business in the country in which they operate, shall not be considered as commercial travelers, but shall be subject to the license fees levied on business of the kind which they carry on.

ARTICLE VIII

No license shall be required of:

(a) Persons traveling only to study trade and its needs, even though they initiate commercial relations, provided they do not make sales of merchandise.

(b) Persons operating through local agencies which pay the license fee or other imposts to which their business is subject.

(c) Travelers who are exclusively buyers.

ARTICLE IX

Any concessions affecting any of the provisions of the present Treaty that may hereafter be granted by either High Contracting Party, either by law or by treaty or convention, shall immediately be extended to the other party.

ARTICLE X

This Convention shall be ratified; and the ratifications shall be exchanged at Washington or San Salvador within two years, or sooner if possible.

The present Convention shall remain in force until the end of six months after either of the High Contracting Parties shall have given notice to the other of its intention to terminate the same, each of them reserving to itself the right of giving such notice to the other at any time. And it is hereby agreed between the parties that, on the expiration of six months after such notice shall have been received by either of them from the other party as above mentioned, this Convention shall altogether cease and terminate.

In testimony whereof the respective plenipotentiaries have signed these articles and have thereunder affixed their seals.

Done in duplicate, at Washington, this twenty-eighth day of January, one thousand nine hundred and nineteen.

FRANK L. POLK	[SEAL]
R. ZALDIVAR	[SEAL]

WAIVER OF VISA FEES FOR NONIMMIGRANTS

*Exchanges of notes at San Salvador August 25 and 26, September 29,
and October 1, 1925*

Entered into force August 26, 1925

*Made obsolete by agreement of December 7 and 15, 1953*¹

Department of State files

The American Chargé d'Affaires to the Minister of Foreign Affairs

LEGATION OF THE
UNITED STATES OF AMERICA
SAN SALVADOR

August 25, 1925

No. 61

EXCELLENCY:

With reference to our recent conversations and to Your Excellency's Note No. 1128 of August 19, 1925, regarding the proposed reciprocal waiver of fees for passport visas, I have the honor to inform Your Excellency that I am authorized by my Government to effect an agreement on the subject in the following terms:

The Government of the United States will, from the 26th day of August 1925, collect no fee for visaing passports or executing applications therefor in the case of citizens of El Salvador 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;² 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 solely in 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."

¹ 5 UST 859; TIAS 2977.

² 43 Stat. 153.

It is understood that from this same date, viz. August 26, 1925, the Government of El Salvador will not collect from non-immigrant citizens of the United States of like classes desiring to visit the Republic of El Salvador any fees for visas or applications therefor.

I should be glad to receive from Your Excellency a confirmation of the above understanding.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

C. VAN H. ENGERT
Chargé d'Affaires a. i.

His Excellency
Dr. R. ARRIETA ROSSI,
*Minister for Foreign Affairs,
San Salvador.*

The Minister of Foreign Affairs to the American Chargé d'Affaires

[TRANSLATION]

MINISTRY OF FOREIGN RELATIONS
REPUBLIC OF EL SALVADOR C.A.
DIPLOMATIC CORRESPONDENCE

NATIONAL PALACE
SAN SALVADOR, August 26, 1925

No. 1172

YOUR EXCELLENCY:

I have the honor to refer to your kind note No. 61 of the 25th instant, and to advise you that this Ministry accepts in toto the convention as proposed in your note above mentioned, in accordance with the following tenor:

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

I take this occasion to renew to your excellency the assurance of my distinguished consideration and esteem.

R. ARRIETA ROSSI

Mr. CORNELIUS VAN H. ENGERT,
*Chargé d'Affaires ad interim of
the United States of America,
San Salvador.*

*The American Chargé d'Affaires to the Minister of Foreign Affairs*LEGATION OF THE
UNITED STATES OF AMERICA

SAN SALVADOR

September 29, 1925

No. 74

EXCELLENCY:

With further reference to the Exchange of Notes between Your Excellency's Department and this Legation, effected on August 25 and August 26, 1925, regarding the reciprocal waiver of visa fees, and in continuation of our subsequent conversations, I am directed by my Government to state that, in view of the fact that citizens of El Salvador leaving the United States are not charged any visa fees, it hopes that the Government of El Salvador will likewise not charge any fees for visas on passports of citizens of the United States leaving this Republic.

I therefore have the honor to request Your Excellency to be so good as to confirm the above understanding—which is already informally in operation—as part of the agreement arrived at between our respective Governments as a result of the Exchange of Notes.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

C. VAN H. ENGERT
Chargé d'Affaires a.i.

His Excellency

Dr. R. ARRIETA ROSSI,
*Minister for Foreign Affairs,
San Salvador.*

The Minister of Foreign Affairs to the American Chargé d'Affaires

[TRANSLATION]

MINISTRY OF FOREIGN AFFAIRS
REPUBLIC OF EL SALVADOR
DIPLOMATIC SECTION

No. 1332

NATIONAL PALACE
SAN SALVADOR, October 1, 1925

HONORABLE SIR:

In reply to your esteemed Note No. 74 of September 29 last, the contents of which I have duly noted, I have the honor to quote below Decree No. 409 which has been issued under today's date:

"National Palace, San Salvador, October 1, 1925. With reference to the Note from the Legation of the United States of America of September 29,

and in amplification of the Decree of August 26 last, the Executive Power DECREES: To declare free the visaing of passports of American citizens who leave the Republic of El Salvador, in view of the reciprocity conceded to Salvadorean citizens.

The above mentioned Note from the American Legation, together with this Decree, are ordered published in the Official Gazette. Let it be communicated. (Initialed by the President)

The Minister of Foreign Affairs:

ARRIETA ROSSI."

I avail myself of this opportunity to reiterate to you my distinguished consideration and esteem.

R. ARRIETA ROSSI

The Honorable

C. VAN H. ENGERT,

*Chargé d'Affaires a.i. of the United States,
City.*

FRIENDSHIP, COMMERCE, AND CONSULAR RIGHTS

Treaty signed at San Salvador February 22, 1926; protocol of exchange signed at San Salvador September 5, 1930

Senate advice and consent to ratification May 28, 1926

Ratified by the President of the United States July 1, 1926

Ratified by El Salvador September 5, 1930

Ratifications exchanged at San Salvador September 5, 1930

Entered into force September 5, 1930

Proclaimed by the President of the United States September 8, 1930

*Terminated February 7, 1958*¹

46 Stat. 2817; Treaty Series 827

TREATY OF FRIENDSHIP, COMMERCE AND CONSULAR RIGHTS BETWEEN THE UNITED STATES OF AMERICA AND SALVADOR

PREAMBLE

The United States of America and the Republic of Salvador, desirous of strengthening the bond of peace which happily prevails between them, by arrangements designed to promote friendly intercourse between their respective territories through provisions responsive to the spiritual, cultural, economic and commercial aspirations of the peoples thereof, have resolved to conclude a Treaty of Friendship, Commerce and Consular Rights and for that purpose have appointed as their Plenipotentiaries:

The President of the United States of America,

Mr. Cornelius Van H. Engert, Chargé d'Affaires ad interim of the United States of America in Salvador, and

The President of the Republic of Salvador,

Dr. Reyes Arrieta Rossi, Minister of Foreign Affairs of the Republic of Salvador,

¹ On Feb. 7, 1957, the United States gave notice of termination of art. VI. El Salvador replied on Sept. 7, 1957, that it could not accept termination of art. VI and that therefore the entire treaty would terminate. The United States concurred in this view by a note dated Dec. 31, 1957.

Who, having communicated to each other their full powers found to be in due form, have agreed upon the following articles:

ARTICLE I

The nationals of each of the High Contracting Parties shall be permitted to enter, travel and reside in the territories of the other; to exercise liberty of conscience and freedom of worship; to engage in professional, scientific, religious, philanthropic, manufacturing and commercial work of every kind without interference; to carry on every form of commercial activity which is not forbidden by the local law; to own, erect or lease and occupy appropriate buildings and to lease lands for residential, scientific, religious, philanthropic, manufacturing, commercial and mortuary purposes; to employ agents of their choice, and generally to do anything incidental to or necessary for the enjoyment of any of the foregoing privileges upon the same terms as nationals of the state of residence or as nationals of the nation hereafter to be most favored by it, submitting themselves to all local laws and regulations duly established.

The nationals of either High Contracting Party within the territories of the other shall not be subjected to the payment of any internal charges or taxes other or higher than those that are exacted of and paid by its nationals.

The nationals of each High Contracting Party shall enjoy freedom of access to the courts of justice of the other on conforming to the local laws, as well for the prosecution as for the defense of their rights, and in all degrees of jurisdiction established by law.

The nationals of each High Contracting Party shall receive within the territories of the other, upon submitting to conditions imposed upon its nationals, the most constant protection and security for their persons and property, and shall enjoy in this respect that degree of protection that is required by international law. Their property shall not be taken without due process of law and without payment of just compensation.

Nothing contained in this Treaty shall be construed to affect existing statutes of either of the High Contracting Parties in relation to the immigration of aliens or the right of either of the High Contracting Parties to enact such statutes.

ARTICLE II

With respect to that form of protection granted by National, State or Provincial laws establishing civil liability for injuries or for death, and giving to relatives or heirs or dependents of an injured party a right of action or a pecuniary benefit, such relatives or heirs or dependents of the injured party, himself a national of either of the High Contracting Parties and within any of the territories of the other, shall regardless of their alienage or residence

outside of the territory where the injury occurred, enjoy the same rights and privileges as are or may be granted to nationals, and under like conditions.

ARTICLE III

The dwellings, warehouses, manufactories, shops, and other places of business, and all premises thereto appertaining of the nationals of each of the High Contracting Parties in the territories of the other, used for any purposes set forth in Article I, shall be respected. It shall not be allowable to make a domiciliary visit to, or search of any such buildings and premises, or there to examine and inspect books, papers, or accounts, except under the conditions and in conformity with the forms prescribed by the laws, ordinances and regulations for nationals.

ARTICLE IV

Where, on the death of any person holding real or other immovable property or interests therein within the territories of one High Contracting Party, such property or interests therein would, by the laws of the country or by a testamentary disposition, descend or pass to a national of the other High Contracting Party, whether resident or non-resident, were he not disqualified by the laws of the country where such property or interests therein is or are situated, such national shall be allowed a term of three years in which to sell the same, this term to be reasonably prolonged if circumstances render it necessary, and withdraw the proceeds thereof, without restraint or interference, and exempt from any succession, probate or administrative duties or charges other than those which may be imposed in like cases upon the nationals of the country from which such proceeds may be drawn.

Nationals of either High Contracting Party may have full power to dispose of their personal property of every kind within the territories of the other, by testament, donation, or otherwise, and their heirs, legatees and donees, of whatsoever nationality, whether resident or non-resident, shall succeed to such personal property, and may take possession thereof, either by themselves or by others acting for them, and retain or dispose of the same at their pleasure subject to the payment of such duties or charges only as the nationals of the High Contracting Party within whose territories such property may be or belong shall be liable to pay in like cases.

ARTICLE V

The nationals of each of the High Contracting Parties in the exercise of the right of freedom of worship, within the territories of the other, as hereinabove provided, may, without annoyance or molestation of any kind by reason of their religious belief or otherwise, conduct services either within their own houses or within any appropriate buildings which they may be at liberty to erect and maintain in convenient situations, provided their teachings or prac-

tices are not contrary to public morals; and they may also be permitted to bury their dead according to their religious customs in suitable and convenient places established and maintained for the purpose, subject to the reasonable mortuary and sanitary laws and regulations of the place of burial.

ARTICLE VI

In the event of war between either High Contracting Party and a third State, such Party may draft for compulsory military service nationals of the other having a permanent residence within its territories and who have formally, according to its laws, declared an intention to adopt its nationality by naturalization, unless such individuals depart from the territories of said belligerent Party within sixty days after a declaration of war.

ARTICLE VII ²

Between the territories of the High Contracting Parties there shall be freedom of commerce and navigation. The nationals of each of the High Contracting Parties equally with those of the most favored nation, shall have liberty freely to come with their vessels and cargoes to all places, ports and waters of every kind within the territorial limits of the other which are or may be open to foreign commerce and navigation. Nothing in this Treaty shall be construed to restrict the right of either High Contracting Party to impose, on such terms as it may see fit, prohibitions or restrictions of a sanitary character designed to protect human, animal, or plant life, or regulations for the enforcement of police or revenue laws.

Each of the High Contracting Parties binds itself unconditionally to impose no higher or other duties or conditions and no prohibition on the importation of any article, the growth, produce or manufacture, of the territories of the other than are or shall be imposed on the importation of any like article, the growth, produce or manufacture of any other foreign country.

Each of the High Contracting Parties also binds itself unconditionally to impose no higher or other charges or other restrictions or prohibitions on goods exported to the territories of the other High Contracting Party than are imposed on goods exported to any other foreign country.

Any advantage of whatsoever kind which either High Contracting Party may extend to any article, the growth, produce, or manufacture of any other foreign country shall simultaneously and unconditionally, without request and without compensation, be extended to the like article the growth, produce or manufacture of the other High Contracting Party.

All articles which are or may be legally imported from foreign countries into ports of the United States or are or may be legally exported therefrom in vessels of the United States may likewise be imported into those ports or ex-

² For a U.S. understanding with respect to art. VII, see protocol of exchange, p. 534.

ported therefrom in Salvadorean vessels, without being liable to any other or higher duties or charges whatsoever than if such articles were imported or exported in vessels of the United States; and, reciprocally, all articles which are or may be legally imported from foreign countries into the ports of Salvador or are or may be legally exported therefrom in Salvadorean vessels may likewise be imported into these ports or exported therefrom in vessels of the United States without being liable to any other or higher duties or charges whatsoever than if such articles were imported or exported in Salvadorean vessels.

In the same manner there shall be perfect reciprocal equality in relation to the flags of the two countries with regard to bounties, drawbacks, and other privileges of this nature of whatever denomination which may be allowed in the territories of each of the High Contracting Parties, on goods imported or exported in national vessels so that such bounties, drawbacks and other privileges shall also and in like manner be allowed on goods imported or exported in vessels of the other country.

With respect to the amount and collection of duties on imports and exports of every kind, each of the two High Contracting Parties binds itself to give to the nationals, vessels and goods of the other the advantage of every favor, privilege or immunity which it shall have accorded to the nationals, vessels and goods of a third State, whether such favored State shall have been accorded such treatment gratuitously or in return for reciprocal compensatory treatment. Every such favor, privilege or immunity which shall hereafter be granted the nationals, vessels or goods of a third State shall simultaneously and unconditionally, without request and without compensation, be extended to the other High Contracting Party, for the benefit of itself, its nationals and vessels.

The stipulations of this Article do not extend to the treatment which is accorded by the United States to the commerce of Cuba under the provisions of the Commercial Convention concluded by the United States and Cuba on December 11, 1902,³ or any other commercial convention which hereafter may be concluded by the United States with Cuba, or to the commerce of the United States with any of its dependencies and the Panama Canal Zone under existing or future laws, or to the treatment which Salvador accords or may hereafter accord to the commerce of Costa Rica, Guatemala, Honduras, Nicaragua, and/or Panama, so long as any special treatment accorded to the commerce of those countries or any of them by Salvador is not accorded to any other country.

ARTICLE VIII

The nationals and merchandise of each High Contracting Party within the territories of the other shall receive the same treatment as nationals and

³ TS 427, *ante*, vol. 6, p. 1106, CUBA.

merchandise of the country with regard to internal taxes, transit duties, charges in respect to warehousing and other facilities and the amount of drawbacks and bounties.

ARTICLE IX

No duties of tonnage, harbor, pilotage, lighthouse, quarantine, or other similar or corresponding duties or charges of whatever denomination, levied in the name or for the profit of the Government, public functionaries, private individuals, corporations or establishments of any kind shall be imposed in the ports of the territories of either country upon the vessels of the other, which shall not equally, under the same conditions, be imposed on national vessels. Such equality of treatment shall apply reciprocally to the vessels of the two countries respectively from whatever place they may arrive and whatever may be their place of destination.

ARTICLE X

Merchant vessels and other privately owned vessels under the flag of either of the High Contracting Parties, and carrying the papers required by its national laws in proof of nationality shall, both within the territorial waters of the other High Contracting Party and on the high seas, be deemed to be the vessels of the party whose flag is flown.

ARTICLE XI

Merchant vessels and other privately owned vessels under the flag of either of the High Contracting Parties shall be permitted to discharge portions of cargoes at any port open to foreign commerce in the territories of the other High Contracting Party, and to proceed with the remaining portions of such cargoes to any other ports of the same territories open to foreign commerce, without paying other or higher tonnage dues or port charges in such cases than would be paid by national vessels in like circumstances, and they shall be permitted to load in like manner at different ports in the same voyage outward, provided, however, that the coasting trade of the High Contracting Parties is exempt from the provisions of this article and from the other provisions of this Treaty, and is to be regulated according to the laws of each High Contracting Party in relation thereto. It is agreed, however, that the vessels of either High Contracting Party shall within the territories of the other enjoy with respect to the coasting trade the most favored nation treatment, excepting that special treatment with respect to the coasting trade of Salvador may be granted by Salvador on condition of reciprocity to vessels of Costa Rica, Guatemala, Honduras, Nicaragua, and/or Panama, so long as such special treatment is not accorded to vessels of any other country.

ARTICLE XII

Limited liability and other corporations and associations, whether or not for pecuniary profit, which have been or may hereafter be organized in accordance with and under the laws, National, State or Provincial, of either High Contracting Party and maintain a central office within the territories thereof, shall have their juridical status recognized by the other High Contracting Party provided that they pursue no aims within its territories contrary to its laws. They shall enjoy free access to the courts of law and equity, on conforming to the laws regulating the matter, as well for the prosecution as for the defense of rights in all degrees of jurisdiction established by law.

The right of such corporations and associations of either High Contracting Party so recognized by the other to establish themselves within its territories, establish branch offices and fulfill their functions therein shall depend upon, and be governed solely by, the consent of such Party as expressed in its National, State, or Provincial laws. If such consent be given on the condition of reciprocity, the condition shall be deemed to relate to the provisions of the laws, National, State, or Provincial, under which the foreign corporation or association desiring to exercise such rights is organized.

ARTICLE XIII

The nationals of either High Contracting Party shall enjoy within the territories of the other, reciprocally and upon compliance with the conditions there imposed, such rights and privileges as have been or may hereafter be accorded the nationals of any other State with respect to the organization of and participation in limited liability and other corporations and associations, for pecuniary profit or otherwise, including the rights of promotion, incorporation, purchase and ownership and sale of shares and the holding of executive or official positions therein. In the exercise of the foregoing rights and with respect to the regulation or procedure concerning the organization or conduct of such corporations or associations, such nationals shall be subjected to no condition less favorable than those which have been or may hereafter be imposed upon the nationals of the most favored nation. The rights of any of such corporations or associations as may be organized or controlled or participated in by the nationals of either High Contracting Party within the territories of the other to exercise any of their functions therein, shall be governed by the laws and regulations, National, State or Provincial, which are in force or may hereafter be established within the territories of the Party wherein they propose to engage in business.

The nationals of either High Contracting Party shall, moreover, enjoy within the territories of the other, reciprocally and upon compliance with the conditions there imposed, such rights and privileges as have been or may hereafter be accorded the nationals of any other State with respect to the

mining of coal, phosphate, oil, oil shale, gas, and sodium on the public domain of the other.

ARTICLE XIV

There shall be complete freedom of transit through the territories including territorial waters of each High Contracting Party on the routes most convenient for international transit, by rail, navigable waterway, and canal, other than the Panama Canal and waterways and canals which constitute international boundaries, to persons and goods coming from or going through the territories of the other High Contracting Party, except such persons as may be forbidden admission into its territories or goods of which the importation may be prohibited by law. Persons and goods in transit shall not be subjected to any transit duty, or to any unnecessary delays or restrictions, and shall be given national treatment as regards charges, facilities, and all other matters.

Goods in transit must be entered at the proper custom house, but they shall be exempt from all customs or other similar duties.

All charges imposed on transport in transit shall be reasonable, having regard to the conditions of the traffic.

ARTICLE XV

Each of the High Contracting Parties agrees to receive from the other, consular officers in those of its ports, places and cities, where it may be convenient and which are open to consular representatives of any foreign country.

Consular officers of each of the High Contracting Parties shall after entering upon their duties, enjoy reciprocally in the territories of the other all the rights, privileges, exemptions and immunities which are enjoyed by officers of the same grade of the most favored nation. As official agents such officers shall be entitled to the high consideration of all officials, national or local, with whom they have official intercourse in the state which receives them.

The Governments of each of the High Contracting Parties shall furnish free of charge the necessary exequatur of such consular officers of the other as present a regular commission signed by the chief executive of the appointing state and under its great seal; and they shall issue to a subordinate or substitute consular officer duly appointed by an accepted superior consular officer with the approbation of his Government, or by any other competent officer of that Government, such documents as according to the laws of the respective countries shall be requisite for the exercise by the appointee of the consular function. On the exhibition of an exequatur, or other document issued in lieu thereof to such subordinate, such consular officer shall be permitted to enter upon his duties and to enjoy the rights, privileges and immunities granted by this Treaty.

ARTICLE XVI

Consular officers, nationals of the state by which they are appointed, shall be exempt from arrest except when charged with the commission of offenses locally designated as crimes other than misdemeanors and subjecting the individual guilty thereof to punishment. Such officers shall be exempt from military billetings, and from service of any military or naval, administrative or police character whatsoever.

In criminal cases the attendance at the trial by a consular officer as a witness may be demanded by the prosecution or defence. The demand shall be made with all possible regard for the consular dignity and the duties of the office; and there shall be compliance on the part of the consular officer.

Consular officers shall be subject to the jurisdiction of the courts in the state which receives them in civil cases, subject to the proviso, however, that when the officer is a national of the state which appoints him and is engaged in no private occupation for gain, his testimony shall be taken orally or in writing at his residence or office and with due regard for his convenience. The officer should, however, voluntarily give his testimony at the trial whenever it is possible to do so without serious interference with his official duties.

ARTICLE XVII

Consular officers, including employees in a consulate, nationals of the State by which they are appointed other than those engaged in private occupations for gain within the State where they exercise their functions shall be exempt from all taxes, National, State, Provincial and Municipal, levied upon their persons or upon their property, except taxes levied on account of the possession or ownership of immovable property situated in, or income derived from property of any kind situated or belonging within the territories of the State within which they exercise their functions. All consular officers and employees, nationals of the State appointing them shall be exempt from the payment of taxes on the salary, fees or wages received by them in compensation for their consular services.

Lands and buildings situated in the territories of either High Contracting Party, of which the other High Contracting Party is the legal or equitable owner and which are used exclusively for governmental purposes by that owner, shall be exempt from taxation of every kind, National, State, Provincial and Municipal, other than assessments levied for services or local public improvements by which the premises are benefited.

ARTICLE XVIII

Consular officers may place over the outer door of their respective offices the arms of their State with an appropriate inscription designating the official office. Such officers may also hoist the flag of their country on their offices including those situated in the capitals of the two countries. They may likewise

hoist such flag over any boat or vessel employed in the exercise of the consular function.

The consular offices and archives shall at all times be inviolable. They shall under no circumstances be subjected to invasion by any authorities of any character within the country where such offices are located. Nor shall the authorities under any pretext make any examination or seizure of papers or other property deposited within a consular office. Consular offices shall not be used as places of asylum. No consular officers shall be required to produce official archives in court or testify as to their contents.

Upon the death, incapacity, or absence of a consular officer having no subordinate consular officer at his post, secretaries or chancellors, whose official character may have previously been made known to the government of the State where the consular function was exercised, may temporarily exercise the consular function of the deceased or incapacitated or absent consular officer; and while so acting shall enjoy all the rights, prerogatives and immunities granted to the incumbent.

ARTICLE XIX

Consular officers of either High Contracting Party may, within their respective consular districts, address the authorities, National, State, Provincial or Municipal, for the purpose of protecting the nationals of the State by which they are appointed in the enjoyment of their rights accruing by treaty or otherwise. Complaint may be made for the infraction of those rights. Failure upon the part of the proper authorities to grant redress or to accord protection may justify interposition through the diplomatic channel, and in the absence of a diplomatic representative, a consul general or the consular officer stationed at the capital may apply directly to the government of the country.

ARTICLE XX ⁴

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

⁴ For a U.S. understanding with respect to art. XX, see protocol of exchange, p. 534.

the State by which they are appointed, embracing unilateral acts, deeds, testamentary dispositions or agreements executed solely by nationals of the State within which such officers exercise their functions.

Instruments and documents thus executed and copies and translations thereof, when duly authenticated under his official seal by the consular officer shall be received as evidence in the territories of the High Contracting Parties as original documents or authenticated copies, as the case may be, and shall have the same force and effect as if drawn by and executed before a notary or other public officer duly authorized in the country by which the consular officer was appointed; provided, always that such documents shall have been drawn and executed in conformity to the laws and regulations of the country where they are designed to take effect.

ARTICLE XXI

A consular officer shall have exclusive jurisdiction over controversies arising out of the internal order of private vessels of his country, and shall alone exercise jurisdiction in cases, wherever arising, between officers and crews, pertaining to the enforcement of discipline on board, provided the vessel and the persons charged with wrongdoing shall have entered a port within his consular district. Such an officer shall also have jurisdiction over issues concerning the adjustment of wages and the execution of contracts relating thereto provided the local laws so permit.

When an act committed on board of a private vessel under the flag of the State by which the consular officer has been appointed and within the territorial waters of the State to which he has been appointed constitutes a crime according to the laws of that State, subjecting the person guilty thereof to punishment as a criminal, the consular officer shall not exercise jurisdiction except in so far as he is permitted to do so by the local law.

A consular officer may freely invoke the assistance of the local police authorities in any matter pertaining to the maintenance of internal order on board of a vessel under the flag of his country within the territorial waters of the State to which he is appointed, and upon such a request the requisite assistance shall be given.

A consular officer may appear with the officers and crews of vessels under the flag of his country before the judicial authorities of the State to which he is appointed to render assistance as an interpreter or agent.

ARTICLE XXII

In case of the death of a national of either High Contracting Party in the territory of the other without leaving in the territory of his decease any known heirs or testamentary executors by him appointed, the competent local authorities shall at once inform the nearest consular officer of the State of

which the deceased was a national of the fact of his death, in order that necessary information may be forwarded to the parties interested.

In case of the death of a national of either of the High Contracting Parties without will or testament, in the territory of the other High Contracting Party, the consular officer of the State of which the deceased was a national and within whose district the deceased made his home at the time of death, shall, so far as the laws of the country permit and pending the appointment of an administrator and until letters of administration have been granted, be deemed qualified to take charge of the property left by the decedent for the preservation and protection of the same. Such consular officer shall have the right to be appointed as administrator within the discretion of a tribunal or other agency controlling the administration of estates provided the laws of the place where the estate is administered so permit.

Whenever a consular officer accepts the office of administrator of the estate of a deceased countryman, he subjects himself as such to the jurisdiction of the tribunal or other agency making the appointment for all necessary purposes to the same extent as a national of the country where he was appointed.

ARTICLE XXIII

A consular officer of either High Contracting Party may in behalf of his non-resident countrymen receipt for their distributive shares derived from estates in process of probate or accruing under the provisions of so-called Workmen's Compensation Laws or other like statutes provided he remit any funds so received through the appropriate agencies of his Government to the proper distributees, and provided further that he furnish to the authority or agency making distribution through him reasonable evidence of such remission.

ARTICLE XXIV

A consular officer of either High Contracting Party shall have the right to inspect within the ports of the other High Contracting Party within his consular district, the private vessels of any flag destined or about to clear for ports of the country appointing him in order to observe the sanitary conditions and measures taken on board such vessels, and to be enabled thereby to execute intelligently bills of health and other documents required by the laws of his country, and to inform his Government concerning the extent to which its sanitary regulations have been observed at ports of departure by vessels destined to its ports, with a view to facilitating entry of such vessels therein.

ARTICLE XXV

Each of the High Contracting Parties agrees to permit the entry free of all duty and without examination of any kind, of all furniture, equipment

and supplies intended for official use in the consular offices of the other, and to extend to such consular officers of the other and their families and suites as are its nationals, the privilege of entry free of duty of their baggage and all other personal property, whether accompanying the officer to his post or imported at any time during his incumbency thereof; provided, nevertheless, that no article, the importation of which is prohibited by the law of either of the High Contracting Parties, may be brought into its territories.

It is understood, however, that this privilege shall not be extended to consular officers who are engaged in any private occupation for gain in the countries to which they are accredited, save with respect to governmental supplies.

ARTICLE XXVI

All proceedings relative to the salvage of vessels of either High Contracting Party wrecked upon the coasts of the other shall be directed by the consular officer of the country to which the vessel belongs and within whose district the wreck may have occurred. Pending the arrival of such officer, who shall be immediately informed of the occurrence, the local authorities shall take all necessary measures for the protection of persons and the preservation of wrecked property. The local authorities shall not otherwise interfere than for the maintenance of order, the protection of the interests of the salvors, if these do not belong to the crews that have been wrecked and to carry into effect the arrangements made for the entry or exportation of the merchandise saved. It is understood that such merchandise, although not exempt from the usual warehouse charges for storage and expenses, is not to be subjected to any custom house charges, unless it be intended for consumption in the country where the wreck may have taken place.

The intervention of the local authorities in these different cases shall occasion no expense of any kind, except such as may be caused by the operations of salvage and the preservation of the goods saved, together with such as would be incurred under similar circumstances by vessels of the nation.

ARTICLE XXVII

Subject to any limitation or exception hereinabove set forth, or hereafter to be agreed upon, the territories of the High Contracting Parties to which the provisions of this Treaty extend shall be understood to comprise all areas of land, water, and air over which the Parties respectively claim and exercise dominion as sovereign thereof, except the Panama Canal Zone.

ARTICLE XXVIII

Except as provided in the third paragraph of this Article the present Treaty shall remain in full force for the term of ten years from the date of the exchange of ratifications, on which date it shall begin to take effect in all of its provisions.

If within one year before the expiration of the aforesaid period of ten years neither High Contracting Party notifies to the other an intention of modifying by change or omission, any of the provisions of any of the articles in this Treaty or of terminating it upon the expiration of the aforesaid period, the Treaty shall remain in full force and effect after the aforesaid period and until one year from such a time as either of the High Contracting Parties shall have notified to the other an intention of modifying or terminating the Treaty.

The fifth and sixth paragraphs of Article VII and Articles IX and XI shall remain in force for twelve months from the date of exchange of ratifications, and if not then terminated on ninety days previous notice shall remain in force until either of the High Contracting Parties shall enact legislation inconsistent therewith when the same shall automatically lapse at the end of sixty days from such enactment, and on such lapse each High Contracting Party shall enjoy all the rights which it would have possessed had such paragraphs or articles not been embraced in the Treaty.

ARTICLE XXIX

The present Treaty shall be ratified, and the ratifications thereof shall be exchanged at San Salvador as soon as possible.

IN WITNESS WHEREOF the respective Plenipotentiaries have signed the same and have affixed their seals thereto.

DONE in duplicate, in the English and Spanish languages at San Salvador, this twenty-second day of February, nineteen hundred and twenty-six.

C. VAN H. ENGERT [SEAL]

R. ARRIETA ROSSI [SEAL]

PROTOCOL OF EXCHANGE

The undersigned Plenipotentiaries met this day for the purpose of exchanging the ratifications of the Treaty of Friendship, Commerce and Consular Rights between the United States of America and the Republic of El Salvador, signed at San Salvador on February 22, 1926.

Before proceeding to the exchange, the Chargé d'Affaires ad interim of the United States of America, being duly authorized thereto by his Government, hereby declares that it is the understanding of the Government of the United States of America that the rights of commerce and navigation accorded in respect of vessels by Article VII of the said treaty apply to merchant vessels and to none others, and that the authority granted in the second sentence of Article XX to the consular officers of either country in the other to 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 is solely in order that such instruments may be effective in the territory of the State by which such consular officers have been appointed.

These understandings being in accordance with the modifications in the form of the treaty set forth in Legislative Decree of June 30, 1927, of the National Legislative Assembly of El Salvador, the exchange of ratifications of the said treaty took place in the usual manner.

In witness whereof, the respective Plenipotentiaries have signed the present Protocol of Exchange and have affixed thereto their seals.

Done at San Salvador this fifth day of September, one thousand nine hundred and thirty.

W. W. SCHOTT

[SEAL]

J. MARTÍNEZ SUÁREZ

[SEAL]

RECIPROCAL TRADE

*Agreement signed at San Salvador February 19, 1937*¹

Proclaimed by El Salvador April 30, 1937

Proclaimed by the President of the United States May 1, 1937

Entered into force May 31, 1937

*Schedule and certain provisions terminated August 8, 1962, by agreement of June 29, 1962*²

50 Stat. 1564; Executive Agreement Series 101

COMMERCIAL AGREEMENT CELEBRATED BETWEEN THE UNITED STATES OF AMERICA AND EL SALVADOR 1937

The President of the United States of America and the President of the Republic of El Salvador, 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, Dr. Frank P. Corrigan, Envoy Extraordinary and Minister Plenipotentiary to the Republic of El Salvador;

The President of the Republic of El Salvador, Dr. Miguel Angel Araujo, Secretary of State for Foreign Affairs.

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

ARTICLE I³

Articles the growth, produce or manufacture of the United States of America, enumerated and described in Schedule I¹ annexed to this Agreement and made a part thereof, shall, on their importation into the Republic of El Salvador, be exempt from ordinary customs duties in excess of those

¹ For schedules annexed to agreement, see 50 Stat. 1571 or p. 9 of EAS 101.

² 13 UST 1358; TIAS 5095.

³ Terminated by agreement of June 29, 1962.

set forth in the said Schedule. The said articles shall also be exempt from all other duties, taxes, fees, charges or exactions, imposed on or in connection with importation, in excess of those imposed on the day of the signature of this Agreement or required to be imposed thereafter under laws of the Republic of El Salvador in force on the day of the signature of this Agreement.

ARTICLE II ⁴

Articles the growth, produce or manufacture of the Republic of El Salvador, 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 the laws of the United States of America in force on the day of the signature of this Agreement.

As long as there remain operative the quota provisions of the Act entitled "An Act To include sugar beets and sugarcane as basic agricultural commodities under the Agricultural Adjustment Act, and for other purposes", approved by the President of the United States of America on May 9, 1934, as modified and extended by Public Resolution No. 109, approved June 19, 1936, or the quota provisions of any similar Act which also provides for not charging to the quota of any country sugar with respect to which a drawback of duty is allowed for such country, any sugar imported into the United States of America from the Republic of El Salvador with respect to which a drawback of duty is allowed, under the provisions of Section 313 of the Tariff Act of 1930, shall not be charged against the quota established by the Secretary of Agriculture of the United States of America for the Republic of El Salvador.

ARTICLE III ⁵

The United States of America and the Republic of El Salvador agree that the notes included in Schedule I and II are hereby given force and effect as integral parts of this Agreement.

ARTICLE IV

Articles the growth, produce or manufacture of the United States of America or the Republic of El Salvador, 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.

⁴ First paragraph of art. II terminated by agreement of June 29, 1962.

⁵ Terminated by agreement of June 29, 1962, and replaced by note at end of schedule I.

ARTICLE V⁶

In respect of articles the growth, produce or manufacture of the United States of America or the Republic of El Salvador, 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 El Salvador and the United States of America, respectively, in force on the day of the signature of this Agreement.

ARTICLE VI⁶

1. The United States of America will not impose any prohibition, import or customs quotas, import licenses or any other form of quantitative regulation, whether or not operated in connection with any agency of centralized control, on the importation or sale of any article the growth, produce or manufacture of the Republic of El Salvador, enumerated and described in Schedule II; nor will the Republic of El Salvador impose any prohibition, import or customs quotas, import licenses or any other form of quantitative regulation, whether or not operated in connection with any agency of centralized control, on the importation or sale of any article the growth, produce or manufacture of the United States of America, enumerated and described in Schedule I.

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 El Salvador 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

⁶ Terminated by agreement of June 29, 1962.

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 1930.⁷

ARTICLE VII

1. If the Government of the United States of America or the Republic of El Salvador 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 El Salvador 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

⁷ 46 Stat. 703.

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 El Salvador 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 the Republic of El Salvador 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, and if, within thirty days after the receipt of such representations, a satisfactory adjustment has not been made or an agreement has not been reached with respect to such representations, the Government making them may, within fifteen days after the expiration of the aforesaid period of thirty days, terminate this Article or this Agreement in its entirety on thirty days' written notice.

ARTICLE X

With respect to customs duties or charges of any kind imposed on or in connection with importation or exportation, and with respect to the method of levying such duties or charges, and with respect to all rules and formalities in connection with importation or exportation, and with respect to all laws or regulations affecting the sale 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 Republic of El Salvador 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 El Salvador or the United States of America, respectively.

ARTICLE XI

Laws, regulations of administrative authorities and decisions of administrative or judicial authorities of the United States of America or the Republic of El Salvador, 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 El Salvador 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 El Salvador, 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

Greater than nominal penalties will not be imposed in the United States of America or in the Republic of El Salvador upon importations of articles the growth, produce or manufacture of the other country because of errors in documentation obviously clerical in origin.

The Government of each country will accord sympathetic consideration to, and when requested will afford adequate opportunity for consultation regarding, such representations as the other Government may make with respect to the operation of customs regulations, quantitative restrictions or the administration thereof, the observance of customs formalities, and the application of sanitary laws and regulations for the protection of human, animal, or plant life.

ARTICLE XIV

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

Subject to the reservations set forth in the third, fourth, and fifth paragraphs of this Article, the provisions of Article X shall apply to articles the growth, produce or manufacture of any territory under the sovereignty or authority of the United States of America or of the Republic of El Salvador, imported from or exported to any territory under the sovereignty or authority of the other country. It is understood, however, that the provisions of this paragraph do not apply to the Panama Canal Zone.

The advantages now accorded or which may hereafter be accorded by the United States of America or by the Republic of El Salvador 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 El Salvador may become a party, shall be excepted from the operation of this Agreement.

The advantages now accorded or which may hereafter be accorded by the United States of America, its territories or possessions or the Panama Canal Zone to one another or to the Republic of Cuba shall be excepted from the operation of this Agreement. The provisions of this paragraph shall continue to apply in respect of any advantages now or hereafter accorded by the United States of America, its territories or possessions or the 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 the Republic of El Salvador to the commerce of Costa Rica, Guatemala, Honduras, Nicaragua or Panama, so long as any special treatment accorded to the commerce of those countries or any of them by the Republic of El Salvador is not accorded to any other country, shall be excepted from the operation of this Agreement.

Unless otherwise specifically provided in this Agreement, the provisions thereof shall not be construed to apply to police or sanitary regulations; and nothing in this Agreement shall be construed to prevent the adoption of measures prohibiting or restricting the exportation of gold or silver, or to prevent the adoption of such measures as either Government 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, all other military supplies.

ARTICLE XV

In the event that the Government of the United States of America or the Government of El Salvador adopts any measure which, even though it does not conflict with the terms of this Agreement, is considered by the Government of the other country to have the effect of nullifying or impairing any object of the Agreement, the Government which has adopted any such measure shall consider such representations and proposals as the other Government may make with a view to effecting a mutually satisfactory adjustment of the matter.

ARTICLE XVI⁸

Nothing in this Agreement shall be deemed to affect the rights and obligations arising out of the Treaty of Friendship, Commerce and Consular Rights signed at San Salvador on February 22, 1926.⁹

ARTICLE XVII

The present Agreement shall come into full force on the thirtieth day following proclamation thereof by the President of the United States of America and the President of the Republic of El Salvador, 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 Article VI,¹⁰ Article IX, or Article XII. The Government of each country shall notify the Government of the other country of the date of its proclamation.

⁸ Terminated by agreement of June 29, 1962.

⁹ TS 827, *ante*, p. 521.

¹⁰ References to art. VI terminated by agreement of June 29, 1962.

Unless at least six months before the expiration of the aforesaid term of three years the Government of either country shall have given to the other Government notice of intention to terminate this Agreement upon the expiration of the aforesaid term, the Agreement shall remain in force thereafter, subject to termination under the provisions of Article VI,¹⁰ Article IX, or Article XII, until six months from such time as the Government of either country shall have given notice to the other Government.

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

Done in quadruplicate: two copies in English and two in Spanish, all four authentic, at the City of San Salvador this nineteenth day of February, nineteen hundred and thirty-seven.

For the President of the United States of America:

FRANK P. CORRIGAN [SEAL]

For the President of the Republic of El Salvador:

MIGUEL ANGEL ARAUJO [SEAL]

[For schedules annexed to agreement, see 50 Stat. 1571 or p. 9 of EAS 101.]

DETAIL OF U.S. OFFICER AS DIRECTOR OF MILITARY SCHOOL AND ACADEMY

*Contract signed at San Salvador March 27, 1941; addendum dated
May 16, 1941*

Entered into force March 27, 1941

Modified and extended by agreement of March 25, 1943¹

Superseded by contract of May 21, 1943²

55 Stat. 1305; Executive Agreement Series 214

URBINA-FRAZER CONTRACT

Manuel Urbina Menjivar, Lieutenant Colonel of the Army, Superior Official of the Ministry of National Defense, duly authorized and in representation of the Supreme Government of the Republic of El Salvador, according to the Order of the Executive Power No. 160, dated the twenty-sixth of this month, published in the *Diario Oficial* No. 70, Volume 130, dated the twenty-seventh of this same month, on one part, and His Excellency Robert Frazer, Envoy Extraordinary and Minister Plenipotentiary of the United States of America, duly authorized and in representation of his Government, on the other, agree to conclude the following contract:

I

The Government of the United States of America places at the disposal of the Government of El Salvador the technical and professional services of an officer of the Army of the former nation to serve as Director of the Military School and of the annexed Military Academy of El Salvador.

II

The Government of the United States, in accordance with the preceding clause, has designated for Director of the Military School and annexed Military Academy of this country, Lieutenant Colonel Robert L. Christian, U. S. Infantry, a position which shall be subject to the orders of only the President of the Republic and Commanding General of the Army and of the Minister

¹ EAS 316, *post*, p. 571.

² EAS 328, *post*, p. 574.

of National Defense; this being without prejudice to the provisions of the respective laws and regulations.

III

The present contract shall come into force on the twenty-seventh day of March, nineteen hundred and forty-one, and shall continue in force for a period of two years, counted from this date, until the twenty-sixth day of March, nineteen hundred and forty-three; but if the Government of El Salvador should desire that the services of Lieutenant Colonel Christian be extended beyond the period stipulated in this same clause, it shall make a written proposal to that effect three months before the expiration of this contract.

IV

This contract may be terminated before the expiration of the period prescribed in the preceding clause or before the expiration of the extension thereof in the following manner:

(a) By either of the contracting Governments, subject to only three months' written notice in advance;

(b) By the recall of the officer by the Government of the United States in the public interest of that country, without necessity of compliance with provision (a) of this clause; and

(c) At the initiative of the Government of El Salvador or of the Government of the United States of America, in case either of the two Governments finds itself involved in domestic or foreign hostilities.

V

Should Lieutenant Colonel Robert L. Christian become unable to perform his duties referred to in this contract by reason of continued illness or physical disability, he shall be replaced by another officer of similar qualifications.

VI

Lieutenant Colonel Robert L. Christian shall serve in the Army of El Salvador,³ in the position already mentioned, 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 Salvadoran officers of the same rank, enjoying in addition, during the life of this contract, the benefits which the Army of El Salvador has established for the same rank.

³ For a declaration regarding an error in English text of para. VI, see addendum, p. 550.

VII

During the life of this contract and its extensions, Lieutenant Colonel Christian shall be governed by the disciplinary regulations of the United States Army.

VIII

During the period Lieutenant Colonel Christian is detailed under this contract or any extension thereof, the Government of El Salvador shall not engage the services of any personnel of any other foreign government for the duties and purposes contemplated by this Contract.

IX

This officer shall not divulge nor by any means disclose to any foreign government or to any person whatsoever any secret or confidential matter of which he may become cognizant as a natural consequence of his functions, or in any other way, it being understood that this requisite honorably continues even after the expiration or cancellation of the present Contract or extension thereof.

X

Lieutenant Colonel Christian shall have the right to one month of leave during the year, which may be availed of in whole or in part, and in case all or any part of it is not taken, it shall accumulate from year to year during the life of this Contract.

XI

The leave specified in the preceding clause may be spent in foreign countries, subject to the standing instructions of the United States War Department concerning visits abroad. In all cases the said leave, or portions thereof, shall be taken by Lieutenant Colonel Christian only after consultation with the Minister of National Defense with a view to ascertaining the mutual convenience of the Government of El Salvador and Lieutenant Colonel Christian in respect to his leave.

XII

The expenses of travel and transportation not otherwise provided for in this Agreement shall be borne by Lieutenant Colonel Christian in taking his leave. All travel time, including sea travel, shall count as leave and shall not be in addition to the time authorized in the preceding clause.

XIII

For the services specified in clause I of this Contract, Lieutenant Colonel Christian shall receive from the Salvadoran Government an annual com-

pensation of One Thousand Eight Hundred and Ten Dollars (\$1,810.00). This compensation shall be paid proportionally during the twelve months of the year, as nearly equally as possible, on the last day of each month. These payments shall be made in Salvadoran national currency and shall be computed at the highest rate of exchange in San Salvador on the day on which due. Payments made outside of El Salvador shall be in the national currency of the United States.

XIV

The compensation set forth in the preceding clause shall begin on the date of departure of Lieutenant Colonel Christian from New York City, and it shall continue until the termination of this Contract including the time required for return travel by the shortest usually travelled sea route from El Salvador to New York City, and including such additional time as may cover the leave periods, provided this travel and leave are completed before the date of expiration of this Contract.

XV

Lieutenant Colonel Christian and his family shall be furnished by the Salvadoran Government with first-class accommodations for their voyages here and return performed under this Contract. The expenses of transportation by land and sea of Lieutenant Colonel Christian's household effects and baggage, including automobile, from New York City to San Salvador and return, shall also be paid by the Salvadoran Government.

These expenses shall include all necessary costs incidental to unloading from the steamer or railway train upon arrival in El Salvador, cartage from the ship or railway station to the residence of Lieutenant Colonel Christian in San Salvador, and packing and loading on board the steamer or railway train upon departure from El Salvador upon termination of services.

It is understood that throughout this Contract, the term "family" is limited to mean the wife and dependent children of Lieutenant Colonel Christian.

XVI

The Government of El Salvador shall allot in the budget of the Ministry of National Defense an annual sum of nine hundred dollars (\$900.00) to pay the customs duties on articles imported by Lieutenant Colonel Christian for his personal use and for the use of his family, as well as to cover any tax or taxes imposed by the Salvadoran Government on the compensation, pay or allowances received by Lieutenant Colonel Christian, it being understood that any unexpended balance of this item would be returned to the Treasury of the Salvadoran Government at the expiration of the detail of Lieutenant Colonel Christian or his successor, to the position referred to in clause one.

If the services of Lieutenant Colonel Christian should be terminated by the Government of the United States, except as established in heading (c) of clause IV of this Contract, before the completion of two years of service, the provisions of clause XV shall not apply to the return trip. If the services of Lieutenant Colonel Christian should terminate or be terminated before the completion of the aforesaid two years of service, for any other reason, including those established in heading (c) of clause IV, Lieutenant Colonel Christian shall receive from the Government of El Salvador all compensations, emoluments, and perquisites as though he had completed two years of service referred to in this Contract, but the annual salary shall terminate as provided in clause XIV. But should the Government of the United States recall Lieutenant Colonel Christian for breach of discipline, the cost of his return trip to the United States of his family, household effects and baggage, and automobile, shall not be borne by the Government of El Salvador.

XVII

When Lieutenant Colonel Christian travels on official business in the interior of the Republic, his transportation and travelling expenses shall be provided by the Government of El Salvador in accordance with the provisions of clause VI of this Contract.

XVIII

The Government of El Salvador shall provide suitable office space and facilities for the use of Lieutenant Colonel Christian.

XIX

If replacement of Lieutenant Colonel Christian is made during the life of this Contract or any extension thereof, the terms as stipulated in this Agreement shall also apply to the replacement officer, with the exception that the replacement officer shall receive an amount of annual compensation which shall be agreed upon by the two Governments.

XX

The Government of El Salvador shall provide suitable medical attention for Lieutenant Colonel Christian and his family. In case Lieutenant Colonel Christian becomes ill or suffers injury, he shall be placed in such hospital as the Ministry of National Defense deems suitable. The said officer shall pay only his cost of subsistence while hospitalized. His family shall enjoy the same privileges agreed upon in this clause except that Lieutenant Colonel Christian shall in all cases pay the cost of subsistence incident to the hospitalization of a member of his family.

XXI

If Lieutenant Colonel Christian or any member of his family should die in El Salvador during the period while this Contract is in effect, the Government of El Salvador shall have the body transported to such place in the United States as the family may decide, but the cost to the Government of El Salvador shall not exceed the cost of transporting the remains from the place of decease to New York City. Should the deceased be Lieutenant Colonel Christian himself, his services shall be considered to have terminated fifteen (15) days after his death. Return transportation to the City of New York for the family of the deceased officer and for their household effects and baggage, and automobile shall be provided by the Government of El Salvador, in conformity with clause XV of this Contract. All compensation due the deceased officer and reimbursement due the deceased officer for expenses and transportation on official business of the Government of El Salvador shall be paid to the widow, or to any other person who may have been designated in writing by the officer before his death, provided such widow or other person shall not be compensated for the accrued leave of the deceased, and further provided that these compensations shall be paid within fifteen (15) days after the death of the said officer.

IN WITNESS WHEREOF, the undersigned, sign the present Contract in quadruplicate in the Spanish language and in duplicate in the English language, in the city of San Salvador, Republic of El Salvador, this twenty-seventh day of March nineteen hundred and forty-one.

ROBERT FRAZER [SEAL]
M. URBINA M. [SEAL]

ADDENDUM

We, the subscribers of the foregoing contract, declare:

1. That the English text thereof erroneously states, in Paragraph VI, that "Lieutenant Colonel Robert L. Christian shall serve in the Army of El Salvador . . .", instead of that "Lieutenant Colonel Robert L. Christian shall serve in El Salvador . . .", in accordance with the Spanish text as published in the *Diario Oficial* of El Salvador on March 27, 1941.

2. The foregoing declaration forms an integral part of the said Contract.

SAN SALVADOR, May 16, 1941.

ROBERT FRAZER [SEAL]
M. URBINA M. [SEAL]

EXCHANGE OF PUBLICATIONS

Exchange of notes at San Salvador November 21 and 27, 1941

Entered into force November 27, 1941

55 Stat. 1478; Executive Agreement Series 230

The American Minister to the Minister of Foreign Affairs

LEGATION OF THE
UNITED STATES OF AMERICA

San Salvador, November 21, 1941

No. 851

EXCELLENCY:

I have the honor to acknowledge with thanks the receipt of Your Excellency's note no. A. 710 D. 2451 of November 14, 1941, with regard to the proposed agreement between our respective Governments for the exchange of their official publications.

My Government now proposes that the agreement be made on a scale less extensive than that envisaged in our earlier correspondence on the subject. It is accordingly suggested that the Government of the United States furnish two partial sets of the official publications of the United States Government, one to be deposited with Your Excellency's Ministry and the second in the Biblioteca Nacional at San Salvador, provided that it is agreeable to Your Excellency's Government to furnish regularly to the Library of Congress, Washington, D.C., two copies of its official publications.

A revised list of the publications which can be furnished regularly by my Government is enclosed.

I shall be grateful for an expression of Your Excellency's views on this proposal, for communication to my Government.

I avail myself of the opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

ROBERT FRAZER
American Minister

Encl.

His Excellency

Dr. MIGUEL ANGEL ARAUJO
Minister of Foreign Affairs

OFFICIAL PUBLICATIONS WHICH CAN BE FURNISHED REGULARLY BY THE
UNITED STATES GOVERNMENT

CONGRESS OF THE UNITED STATES:

- Senate Journal
- House Journal
- Code of Laws and supplements

PRESIDENT OF THE UNITED STATES:

- Annual messages to Congress

DEPARTMENT OF AGRICULTURE:

- Annual Report of the Secretary of Agriculture
- Farmers' Bulletins
- Yearbook

DEPARTMENT OF COMMERCE:

- Annual Report of the Secretary of Commerce
- Bureau of the Census:*
 - Reports
 - Abstracts
 - Statistical Abstract of the United States (annual)
- Bureau of Foreign and Domestic Commerce:*
 - Foreign Commerce (weekly)
 - Foreign Commerce and Navigation of the United States (annual)
 - Survey of Current Business (monthly)
 - Trade Information Bulletins
- National Bureau of Standards:*
 - Technical News Bulletin
- Weather Bureau:*
 - Monthly Weather Review

DEPARTMENT OF JUSTICE:

- Annual Report of the Attorney General

DEPARTMENT OF LABOR:

- Annual Report of the Secretary of Labor
- Bureau of Labor Statistics:*
 - Bulletins
 - Monthly Labor Review

DEPARTMENT OF STATE:

- Department of State Bulletin
- Inter-American Series
- Foreign Relations of the United States (annual)
- Statutes at Large
- Treaty Series

DEPARTMENT OF THE INTERIOR:

- Annual Report of the Secretary of the Interior
- Fish and Wild Life Service:*
 - Bulletins
 - Investigational Reports
- Bureau of Mines:*
 - Minerals Yearbook
- Bureau of Reclamation:*
 - New Reclamation Era (monthly)
- National Park Service:*
 - General Publications

DISTRICT OF COLUMBIA:

- Annual Report of the Government of the District of Columbia
- Annual Report of the Public Utilities Commission

FEDERAL SECURITY AGENCY:

- Office of Education:*
 - School Life (monthly)
- Public Health Service:*
 - Public Health Reports (weekly)
- Social Security Board:*
 - Social Security Bulletin (monthly)

FEDERAL WORKS AGENCY:

Public Roads Administration:
Public Roads (monthly)

INTERSTATE COMMERCE COMMISSION:
Annual Report

LIBRARY OF CONGRESS:
Annual Report of the Librarian of Congress

NATIONAL ADVISORY COMMITTEE FOR AERONAUTICS:
Annual Report with Technical Reports

NATIONAL ARCHIVES:
Annual Report

NATIONAL MUSEUM:
Annual Report

NAVY DEPARTMENT:
Annual Report of the Secretary of the Navy
Nautical Almanac Office:
American Ephemeris and Nautical Almanac

POST OFFICE DEPARTMENT:
Annual Report of the Postmaster General

SMITHSONIAN INSTITUTION:
Annual Report

TREASURY DEPARTMENT:
Annual Report on the State of the Finances
Bureau of Internal Revenue:
Annual Report of the Commissioner
Bureau of the Mint:
Annual Report of the Commissioner
Comptroller of Currency:
Annual Report

WAR DEPARTMENT:
Annual Report

The Minister of Foreign Affairs to the American Minister

[TRANSLATION]

MINISTRY OF FOREIGN RELATIONS
REPUBLIC OF EL SALVADOR, C.A.

DIPLOMATIC SECTION

A. 710. D. 2563

NATIONAL PALACE

SAN SALVADOR, *November 27, 1941*

MR. MINISTER:

I have the honor to acknowledge the receipt of your kind note no. 851, of the 21st instant, with which I found the enclosure that you are kind enough to mention, and to inform you that my Government accepts with pleasure, in the form proposed by Your Excellency's Government, the arrangement regarding the exchange of official publications.

I renew to Your Excellency the assurances of my highest and most distinguished consideration.

MIGUEL ANGEL ARAUJO

His Excellency ROBERT FRAZER,

*Envoy Extraordinary and Minister Plenipotentiary
of the United States of America,
City.*

LEND-LEASE ¹

Agreement signed at Washington February 2, 1942
Entered into force February 2, 1942

Department of State files

Whereas the United States of America and the Republic of El Salvador 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, 1938,² 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, 1941,³ and the President of the Republic of El Salvador 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 El Salvador 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 El Salvador 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 El Salvador under the terms of this Agreement armaments and munitions of war to a total value of about \$1,640,000.

¹ Final settlement payment made on May 26, 1950, and reported in 32d Report to Congress on Lend-Lease Operations, p. 3.

² *Ante*, vol. 3, p. 534.

³ 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 El Salvador 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 El Salvador, the defense needs of the Republic of El Salvador 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 El Salvador a reduction of 45.12% in the scheduled cost of the materials delivered in compliance with the stipulations of the present Agreement; and the Government of the Republic of El Salvador promises to pay in dollars into the Treasury of the United States of America 54.88% of the scheduled cost of the materials delivered. The Republic of El Salvador shall not be required to pay

more than a total of \$150,000 before January 1, 1943,
more than a total of \$300,000 before January 1, 1944,
more than a total of \$450,000 before January 1, 1945,
more than a total of \$600,000 before January 1, 1946,
more than a total of \$750,000 before January 1, 1947, or
more than a total of \$900,000 before January 1, 1948.

ARTICLE III

The United States of America and the Republic of El Salvador, 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 El Salvador 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 1940,⁴ to cooperate with each other and with other nations to negotiate fair and equitable commodity agreements with respect to the

⁴ For text, see *Department of State Bulletin*, Aug. 24, 1940, p. 141.

products of either of them and of other nations in which marketing problems exist, and to cooperate with each other and with other nations to relieve the distress and want caused by the war wherever, and as soon as, such relief will be succor to the oppressed and will not aid the aggressor.

ARTICLE IV

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 El Salvador is in a position to supply, the Republic of El Salvador 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 El Salvador 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 El Salvador.

Similarly, the United States of America undertakes that it will not, without the consent of the President of the Republic of El Salvador, 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 El Salvador of any defense article or defense information, it is necessary for the Republic of El Salvador 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 El Salvador 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 El Salvador 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 El Salvador.

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 second day of February, 1942.

For the United States of America:

CORDELL HULL

*Secretary of State of the
United States of America*

For the Republic of El Salvador:

C. A. ALFARO

*Chargé d'Affaires ad interim of
the Republic of El Salvador at
Washington*

INTER-AMERICAN HIGHWAY

Exchange of notes at Washington January 30 and February 13, 1942

Entered into force February 13, 1942

Amended by agreement of February 19 and March 19, 1951¹

56 Stat. 1842; Executive Agreement Series 294

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

[TRANSLATION]

LEGATION OF EL SALVADOR
WASHINGTON

JANUARY 30, 1942

MR. SECRETARY OF STATE:

Complying with instructions received from my Government, I have the honor to request Your Excellency's kind cooperation in the following matter:

Public Act No. 375,² approved by the Senate and House of Representatives of the United States of America, assigns a sum not greater than twenty million dollars (\$20,000,000) for cooperating with the Governments of the Central American republics in the study and building of the Pan American Highway. The Government of El Salvador, after having signed the corresponding loan contract with the Export-Import Bank of Washington, is ready to continue work on the Pan American Highway, which is already quite well advanced, the National Legislative Assembly having approved for that purpose by Decree No. 109, published in the *Diario Oficial* of December 24 last, an extraordinary budget amounting to the sum of one million *colones* (\$1,000,000) for the financing of the building of one third of what remains to be built of the section of the Pan American Highway belonging to El Salvador.

My Government takes the liberty of most courteously requesting the Government of the United States of America to authorize the Office of Public Roads Administration, Federal Works Agency, to take the steps necessary to render effective, so far as El Salvador is concerned, the cooperation contemplated in Public Act No. 375 mentioned above.

I take the liberty of enclosing with this note two certified copies of Legislative Decree No. 109, mentioned above.³

¹ 2 UST 1840; TIAS 2318.

² 55 Stat. 860.

³ Not printed here.

I thank you in advance for the courteous consideration which Your Excellency may be pleased to give this matter.

I take great pleasure in availing myself of this new opportunity to repeat to Your Excellency the assurances of my highest consideration.

C. A. ALFARO
Chargé d'Affaires ad interim
of El Salvador

DE-45 and enclosures
A-815.4

His Excellency
CORDELL HULL,
Secretary of State,
Washington, D.C.

The Secretary of State to the Salvadoran Minister

DEPARTMENT OF STATE
WASHINGTON
February 13, 1942

SIR:

I have the honor to acknowledge receipt of your Legation's kind note of January 30, 1942 in which the cooperation of the Government of the United States was requested in the construction of the Inter-American Highway in El Salvador, and the assurances required by Public Law 375 of December 26, 1941 were offered in connection with such cooperation.

I take pleasure in informing you that the assurances offered are satisfactory to this Government. It is consequently the intention of this Government to extend to the Salvadoran 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 which it authorizes shall be under the administration of the Public Roads Administration, Federal Works Agency. It is understood that the competent Salvadoran authorities are now making a subsidiary agreement with the Administration to carry out this provision of the Law.

I am much gratified at the prospect that through this cooperative undertaking it will be possible to complete the Inter-American Highway through El Salvador. Transportation facilities will be improved, new lands and new natural resources developed, additional markets opened, and local economic conditions benefitted through the useful expenditure of money which this project envisages. Both of our countries should happily profit therefrom.

I sincerely trust that the Highway will serve not only as a link to increase material intercourse between our nations but also as another bond in the close friendship which unites us.

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

For the Secretary of State:

SUMNER WELLES

The Honorable

Señor Dr. Don HECTOR DAVID CASTRO,

Minister of El Salvador.

HEALTH AND SANITATION PROGRAM

Exchange of notes at San Salvador May 4 and 5, 1942

Entered into force May 5, 1942

*Supplemented by agreements of August 18 and September 23, 1948;¹
July 21 and 27, 1949;² and November 10 and December 13,
1950³*

*Extended by agreements of August 18 and September 23, 1948;¹ July 21
and 27, 1949;² November 10 and December 13, 1950;³ March 7
and June 14, 1955;⁴ and June 17 and 27, 1960⁵*

Terminated December 31, 1962⁶

57 Stat. 1303; Executive Agreement Series 367

The American Minister to the Minister of Foreign Affairs

LEGATION OF THE
UNITED STATES OF AMERICA
San Salvador, May 4, 1942

No. 1049

EXCELLENCY:

I have the honor to inform Your Excellency that, in accordance with Resolution XXX of the Third Meeting of Ministers of Foreign Affairs of the American Republics at Rio de Janeiro,⁷ relating to health and sanitary conditions, the Government of the United States is prepared to contribute a sum in the amount of \$500,000 to be expended in ways which will assist the Government of El Salvador in attaining its objectives in the matters of health and sanitation.

My Government notes that projects such as the improvement of water supply, the development of facilities for adequate sewage disposal, and the control of endemic or epidemic diseases have been among the chief objectives of the Salvadoran Government in health and sanitation matters. My Government considers that the further development of projects of this character will

¹ 3 UST 2728; TIAS 2440.

² 3 UST 2731; TIAS 2441.

³ 2 UST 649; TIAS 2219.

⁴ 6 UST 2905; TIAS 3334.

⁵ 14 UST 334; TIAS 5315.

⁶ Pursuant to notice of termination given by the United States Oct. 29, 1962.

⁷ For text, see *Department of State Bulletin*, Feb. 7, 1942, p. 137.

contribute to the realization of the general objectives set forth in the above-mentioned resolution to which our respective Governments are committed.

In this connection, the Government of the United States acting through the agency of the Office of the Coordinator of Inter-American Affairs will send, if it is agreeable to Your Excellency, a small group of experts to El Salvador in order to develop a specific program in agreement with Your Excellency's Government, acting through officials designated by it.

This group will be under the immediate direction of the Chief Medical Officer of the Office of the Coordinator of Inter-American Affairs, and will work in the closest cooperation with the appropriate Salvadoran officials. The salaries and expenses of the group of experts will not be debited against project funds. Approval for the actual execution of the specific projects agreed upon will be given by the respective Governments to their duly appointed agents. Expenditures for such projects shall be made upon certification of the Chief Medical Officer and the appropriate Salvadoran official designated for the areas where projects will be executed.

These projects upon completion will of course become the sole property of El Salvador. The United States Government will be prepared to facilitate such training of personnel as the two Governments deem advisable.

My Government anticipates that the Salvadoran Government will be willing to provide, in accordance with its ability, such raw materials, services and funds as may be deemed necessary for the proper execution of the program.

I avail myself of the opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

ROBERT FRAZER
American Minister

His Excellency

Dr. MIGUEL ANGEL ARAUJO,
Minister of Foreign Affairs,
San Salvador.

The Minister of Foreign Affairs to the American Minister

[TRANSLATION]

MINISTRY OF FOREIGN RELATIONS
REPUBLIC OF EL SALVADOR, C.A.
DIPLOMATIC SECTION

A-500-D-1068

NATIONAL PALACE
SAN SALVADOR, May 5, 1942

MR. MINISTER:

I have received Your Excellency's esteemed note 1049 of the 4th instant, in which you are good enough to inform me that, in conformity with resolution XXX of the Third Meeting of Ministers of Foreign Affairs of the

American Republics at Rio de Janeiro, relative to conditions of health and sanitation, the United States Government is disposed to contribute a sum amounting to \$500,000 which must be spent in means which will aid the Government of El Salvador to attain its objectives in matters of health and sanitation; that your Government observes that projects such as improvement of the water supply, the development of facilities for the adequate disposition of sewage, and the control of endemic and epidemic diseases have figured among the principal objectives of the Salvadoran Government in matters of health and sanitation; that your Government considers that larger development projects of this character will contribute to the realization of the general objectives indicated in the resolution above mentioned; that, for such purpose, the United States Government, acting through the agency of the Office of the Coordinator of Inter-American Affairs, will send, if it is agreeable to my Government, a small group of experts to El Salvador for the purpose of carrying out a specific program in accord with the Salvadoran Government acting through officials appointed by it; that this group will be under the immediate direction of the chief medical officer of the Office of the Coordinator of Inter-American Affairs, and will work in close cooperation with the corresponding Salvadoran officials; that the salaries and expenses of the group of experts will not be charged against the funds of the project; that the approval for the actual execution of the specific projects agreed upon will be given by the respective Governments to their duly appointed agents; that the expenditures for such projects will be made upon certification by the chief medical officer and the corresponding Salvadoran official appointed for the areas in which the projects will be executed; that these projects when finished will, naturally, become the exclusive property of El Salvador; that the United States Government will be disposed to facilitate such instruction of personnel as the two Governments deem fit, and that your Government anticipates that the Government of El Salvador will be desirous of furnishing, in accordance with its capacities, the raw materials, services, and funds which are deemed necessary for the adequate execution of the program.

I have the honor to inform Your Excellency that it was a source of satisfaction to me to lay before the President of the Republic as well as the Members of his Cabinet, the generous terms of your above-mentioned note, and they all charge me to advise you that the Government of El Salvador accepts and is sincerely grateful for the valued assistance which is offered to it by the United States Government to improve the services indicated.

Dr. Arturo Ramón Avila, Assistant Secretary of Foreign Affairs and Justice, has been commissioned to place this reply in Your Excellency's hands and to repeat to you verbally our acceptance and our gratitude for the reason above given.

I renew to Your Excellency the assurances of my highest and most distinguished consideration.

MIGUEL ANGEL ARAUJO

His Excellency

ROBERT FRAZER,

*Envoy Extraordinary and Minister Plenipotentiary
of the United States of America,
City.*

AGRICULTURAL EXPERIMENT STATION

*Exchange of notes at Washington November 24 and December 2, 1942,
with memorandum of understanding signed October 21, 1942*

Entered into force October 21, 1942

*Extended by agreements of October 8 and 21, 1952;¹ April 16 and
21, 1953;² and June 30, 1953³*

Expired December 31, 1953

56 Stat. 1795; Executive Agreement Series 285

The Secretary of State to the Salvadoran Minister

DEPARTMENT OF STATE

WASHINGTON

November 24, 1942

SIR:

I have the honor to refer to a Memorandum of Understanding dated October 21, 1942, and signed by the Honorable Claude R. Wickard, Secretary of Agriculture of the United States of America, and by you, relating to the establishment and operation of an agricultural experiment station in El Salvador, which reads in English and Spanish as follows:

MEMORANDUM OF UNDERSTANDING

In conformity with the desire of the Government of El Salvador that the Government of the United States of America cooperate in the establishment and operation of an agricultural experiment station in El Salvador for the purpose of promoting the production of basic and strategic tropical products, the Government of the United States of America, through the United States Department of Agriculture and the Government of El Salvador, through its Minister Plenipotentiary accredited to Washington, have reached the following understanding:

1. The general functions of the station shall include: (a) agronomic production investigations to promote the establishment and increase the production of complementary agricultural products, particularly rubber,

¹ 3 UST 5159; TIAS 2710.

² 4 UST 1566; TIAS 2822.

³ 4 UST 1570; TIAS 2823.

fibers and insecticides; (b) agricultural engineering investigations in the cultivation, harvesting, and processing of agricultural products; (c) establishment of approved agricultural practices by agricultural extension and demonstration work as liaison between the station and the private farms; (d) the propagation of planting material for distribution to the farmers; (e) cooperation with other agricultural institutions of the Western Hemisphere in the promotion of tropical agriculture through consultation and the exchange of propagating material, scientific information, and personnel; (f) cooperation with public health, colonization, and agricultural rehabilitation agencies of the United States of America, El Salvador, and of the other countries of the Western Hemisphere in the development of agriculture in El Salvador.

2. The Government of El Salvador will make available all land necessary to conduct investigations and demonstration work designed to promote the profitable production of export crops, such as rubber, fibers, insecticides, medicinals, vegetable oils, et cetera, and increase the income and foreign trade of the people of El Salvador. Such lands shall be selected by the director of the station in cooperation with the appropriate governmental agency of El Salvador, and the Government of El Salvador shall permit the continued use of the land by the experiment station free of charge. The lands shall include that portion of the "Hacienda Zapotitán" owned by the Government of El Salvador, comprising approximately 350 manzanas to be made available at once, and at least three other parcels representative of various natural land divisions of El Salvador of approximately 20 manzanas each to be made available as required.

3. The Government of El Salvador also agrees: (a) to construct residences, complete with furnishings, for the North American and Salvadoran members of the staff, except stoves and refrigerators not manufactured in El Salvador; (b) to recondition and remodel existing buildings at Zapotitán which shall serve as laboratories, offices and library for technical work, and (c) recondition and remodel existing buildings or construct new buildings to serve as service buildings, including repair shops, one or more buildings for the preparation and propagation of plant material, a building for the storage of equipment and plant material, and such buildings as may be needed for studies in livestock production and the housing of pilot plants for processing agricultural production for shipment.

4. The Salvadoran Government shall provide: (a) complete furnishings, services and equipment, except scientific equipment and apparatus not produced or manufactured in El Salvador, for the laboratories, offices, and library building; (b) an adequate and pure water supply; (c) electricity for lighting and power on 24-hour per day service; (d) a graduate medical doctor and surgeon; (e) agricultural publications necessary to the proper functioning of the station, including reference books, and all necessary journals and

bulletins published outside of the United States, as well as the binding of journals; and (f) the funds necessary for the preparation, printing and distribution of four types of publications to be issued by the station, as follows:

(1) a popular Spanish periodical written for the farm family and containing articles by the staff and other qualified persons on such subjects as health, hygiene, community organization, information on the Pacific region, aims of the experiment station, treatment of agricultural practices and methodology,

(2) Farm circulars written in Spanish and issued as required, dealing with specific farm practices or products,

(3) Technical bulletins in English or Spanish dealing with the results of specific scientific investigation at the station, and

(4) An annual report in Spanish, covering the work of the station performed during the year, and the status of agriculture in the region;

(g) a director of the station; (h) the services of at least one Salvadoran scientist to cooperate with each scientist detailed to the station by the United States Department of Agriculture, and the services of technologists qualified in the fields of land-surveying, topography, drainage, drafting, minor construction, chemical analysis, and library management; (i) stenographers, clerks, mechanics, machinists, field plot and laboratory assistants, and such unskilled labor as may be necessary to conduct the work of the experiment station; (j) the transportation expenses incurred by Salvadoran and United States members of the station staff for travel on station business within El Salvador.

5. The Government of El Salvador will provide: (a) entry free of customs duties for (1) supplies and equipment for the station, and (2) supplies, clothes, foodstuffs and personal belongings of the North American members of the station staff whose salaries are paid by the Government of the United States; (b) exemption from all Salvadoran taxes based upon salaries for those North American members of the station staff whose salaries are paid by the Government of the United States; and (c) when possible Salvadoran students in graduate study in each of the fields of agriculture in colleges or universities in the United States.

6. The Government of the United States of America, through the United States Department of Agriculture, and subject to the availability of funds for the purpose, agrees to provide: (a) the services of scientists to perform the functions of agricultural engineer, plant pathologist, plant breeder, and upon agreement by the two governments, to provide scientists to perform other functions; (b) current scientific journals on plant and animal science published in the United States; (c) scientific equipment and apparatus not produced or manufactured in El Salvador; (d) stoves and refrigerators not manufactured in El Salvador, for the residences of the staff; (e) hand and

mechanical tools for the station shops; (f) hospital equipment for the treatment of emergency cases; and (g) technical assistance for the designing of all buildings, including residences for the Salvadoran and North American members of the staff.

7. The Government of the United States of America and the Government of El Salvador mutually agree: (a) that in order to provide joint supervision over the cooperative aspects of the project and in order to furnish a ready means for consultation between the two Governments in regard thereto, there shall be established a commission composed of one representative of each of the two Governments; that the commission, subject to the approval of the Salvadoran Government will have authority to establish the qualifications and propose candidates for positions at the station; that the commission may delegate to the director of the station such of its functions as it may deem fit; (b) that, exclusive of salaries of the scientists made available to the station by the United States Department of Agriculture, the obligations of the United States Government shall not exceed \$75,000 the first year, nor more than \$25,000 in any one fiscal year thereafter; (c) that the furnishing of the items described under clauses (c), (d), (e) and (f) of numbered paragraph 6, of this Agreement shall be contingent upon the availability of supplies of such items in the United States; and (d) that the Government of El Salvador shall provide the funds necessary for the fulfilment of the obligations stipulated under numbered paragraph 3, and clauses (a), (b) and (c) of numbered paragraph 4.

8. This Agreement shall come in force on the day of signature and shall continue in force for a period of ten years, unless the Congress of either country shall fail to appropriate the funds necessary for its execution in which event it may be terminated on sixty days written notice by either Government.

For the United States of America

CLAUDE R. WICKARD
Secretary of Agriculture

For the Republic of El Salvador

HECTOR DAVID CASTRO
Envoy Extraordinary and Minister Plenipotentiary

WASHINGTON, D.C.

Date: *October 21, 1942*

It is a pleasure to inform you that the provisions of the Memorandum of Understanding as herein set forth meet with the approval of the Government of the United States of America. If they likewise meet with the approval of the Government of El Salvador, I shall consider this note together with your reply indicating the approval of the Government of El Salvador as constitut-

ing an agreement between our two Governments on the subject, it being understood that the agreement shall be effective as of October 21, 1942 and that the agreement shall continue in effect for a period of ten years, unless the Congress of either country shall fail to appropriate the funds necessary for its execution, in which event it may be terminated on sixty days' written notice by either Government to the other Government.

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

CORDELL HULL

The Honorable

Señor Dr. DON HECTOR DAVID CASTRO,
Minister of El Salvador.

The Salvadoran Minister to the Secretary of State

[TRANSLATION]

LEGATION OF EL SALVADOR
WASHINGTON

DE-541
A-861

DECEMBER 2, 1942

MR. SECRETARY OF STATE:

I have the honor to refer to Your Excellency's courteous note dated November 24 last, relative to the Memorandum of Understanding of October 21, 1942, between the Governments of El Salvador and of the United States of America, which I had the honor to sign with the Honorable Claude R. Wickard, Secretary of Agriculture of the United States of America, on the date mentioned. The Spanish and English texts of the Memorandum of Understanding signed are given below:

[For text of memorandum of understanding, see p. 565.]

It gives me pleasure to comply with instructions which I have received from my Government to declare to Your Excellency that the Memorandum of Understanding which is transcribed in the present note is approved in all its parts by the Government of El Salvador.

In view of the fact that Your Excellency's note, mentioned at the beginning of this note, contains the declaration that the Government of the United States of America also approves in all its parts the Memorandum of Understanding under reference, I consider that Your Excellency's note and the present reply complete the necessary approval of that Memorandum, constituting an agreement between our two Governments on the subject, it being understood that this agreement has been in effect since October 21, 1942, and is to continue in force for a period of ten years, unless the Congress of either of

the two countries fails to appropriate the funds necessary for its execution, in which case the agreement may be terminated by means of sixty days' notice given by one of the two Governments to the other.

I offer Your Excellency the assurances of my highest consideration.

HECTOR DAVID CASTRO

His Excellency CORDELL HULL,
Secretary of State,
Washington, D.C.

DETAIL OF U.S. OFFICER AS DIRECTOR OF MILITARY SCHOOL AND ACADEMY

*Exchange of notes at San Salvador March 25, 1943, modifying and
extending contract of March 27, 1941*

Entered into force March 25, 1943

*Superseded by contract of May 21, 1943*¹

57 Stat. 928; Executive Agreement Series 316

The Minister of Foreign Affairs to the American Minister

[TRANSLATION]

MINISTRY OF FOREIGN AFFAIRS
REPUBLIC OF EL SALVADOR, C.A.

DIPLOMATIC SECTION

A.820 D.706

NATIONAL PALACE

SAN SALVADOR, *March 25, 1943*

MR. MINISTER:

I have received from the Minister of National Defense note no. 2439, dated yesterday, which states:

“Mr. Minister: I have the honor to inform you that there will expire on the 26th of March the contract concluded on the 27th of March 1941² between the Government of El Salvador and that of the United States of America by virtue of which the American Government placed at the disposal of the Government of this Republic the technical and professional services of an officer of the Army of that nation to assume charge of the Military School and annexed Military Academy of this country, sending for that purpose Colonel Robert L. Christian; and the Government of El Salvador, desiring to continue to avail itself of the services of Colonel Christian or of another American Army officer who may be designated by the United States, very earnestly requests you to make the necessary inquiries for the purpose of ascertaining whether the American Government is willing that such services continue to be rendered under the same conditions established in the contract referred to, and accepting also the modification requested by the Minister of the United States in his note no. 1271 of December 14 last, forwarded by

¹ EAS 328, *post*, p. 574.

² EAS 214, *ante*, p. 545.

the office in your charge to this Ministry on the 19th of that same month, with respect to the annual compensation of \$2,652 for the American officer serving in the positions mentioned. Awaiting your esteemed reply I take pleasure in repeating to you, Mr. Minister, the assurances of my distinguished consideration. A. I. Menéndez.”

From the statements above transcribed I infer that the contract of March 27, 1941 may continue in effect until it is substituted by another, if your Government so directs.

Consequently, and in agreement with the Minister for National Defense, General Andrés I. Menéndez, I take pleasure in informing Your Excellency that my Government will consider said contract as having been extended *de facto* under the conditions above specified if Your Excellency indicates his conformity in the reply to be made to this note.

I renew to Your Excellency the assurances of my highest and distinguished consideration.

A. R. AVILA

His Excellency WALTER THURSTON

*Envoy Extraordinary and Minister Plenipotentiary
of the United States of America,
San Salvador.*

The American Minister to the Minister of Foreign Affairs

LEGATION OF THE
UNITED STATES OF AMERICA
San Salvador, March 25, 1943

No. 49

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's esteemed note No. A.820 D.706, of March 25, 1943, in which is transcribed the communication (No. 2439, of March 24) addressed to the Ministry for Foreign Affairs by His Excellency General Andrés I. Menéndez, the Minister of National Defense, with respect to the Contract of March 27, 1941 governing the detail of an Officer of the United States Army to serve as Director of the Military School and of the Military Academy of El Salvador.

In response, I have the honor to inform Your Excellency that the Government of the United States is agreeable to the extension of the Contract under the terms indicated in Note No. 2439, addressed to your Ministry by His Excellency the Minister of National Defense, until such time as it shall be substituted by another contract.

It is understood that Your Excellency's Note under acknowledgment

and this Note of reply constitute an exchange of notes effecting extension of the Contract of March 27, 1941, in the manner above described.

I avail myself of the opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

WALTER THURSTON

American Minister

His Excellency

Dr. ARTURO RAMÓN AVILA

Minister of Foreign Affairs

DETAIL OF U.S. OFFICER AS DIRECTOR OF MILITARY SCHOOL AND ACADEMY

Contract signed at San Salvador May 21, 1943

Entered into force May 21, 1943

Extended annually by agreements of May 17 and 19, 1945;¹ July 30 and August 28, 1946;¹ March 4 and April 7, 1947;¹ April 27 and June 4, 1948;¹ April 27 and June 20, 1949;¹ November 21 and December 15, 1950;¹ June 19 and July 18, 1951;¹ and July 3 and 16, 1952²

Superseded by contract of May 21, 1953³

57 Stat. 1000; Executive Agreement Series 328

URBINA-THURSTON CONTRACT

Manuel Urbina Menjivar, Lieutenant Colonel of the Army, Superior Official of the Ministry of National Defense, duly authorized and in representation of the Supreme Government of the Republic of El Salvador, according to the Order of the Executive Power No. 203, dated April twenty-ninth of this year, published in the Diario Oficial No. 93, Volume 134, dated the first of this month, on one part, and His Excellency Walter Thurston, Ambassador Extraordinary and Plenipotentiary of the United States of America, duly authorized and in representation of his Government, on the other, agree to conclude the following contract:

I

The Government of the United States of America places at the disposal of the Government of El Salvador the technical and professional services of an officer of the Army of the former nation to serve as Director of the Military School and of the annexed Military Academy of El Salvador.

II

The Government of the United States, in accordance with the preceding clause, has designated for Director of the Military School and annexed

¹ Not printed.

² 3 UST 4969; TIAS 2671.

³ 4 UST 1579; TIAS 2825.

Military Academy of this country, Lieutenant Colonel Rufus E. Byers, U.S. Army, a position which shall be subject to the orders of only the President of the Republic and Commanding General of the Army and of the Minister of National Defense; this being without prejudice to the provisions of the respective laws and regulations.

III

The present contract shall come into force on the twenty-first day of May, nineteen hundred and forty-three, and shall continue in force for a period of two years, counted from this date, until the twentieth day of May, nineteen hundred and forty-five; but if the Government of El Salvador should desire that the services of Lieutenant Colonel Byers or another officer whom the United States Government might designate in his place, be extended beyond the period stipulated in this same clause, it shall make a written proposal to this effect at least thirty days before the expiration of this contract, which shall be considered renewed or extended when both Governments so signify by a simple exchange of notes.

IV

This contract may be terminated before the expiration of the period prescribed in the preceding clause or before the expiration of the extension thereof in the following manner:

- (a) By either of the contracting Governments, subject to only three months' written notice in advance;
- (b) By the recall of the officer by the Government of the United States in the public interest of that country, without necessity of compliance with provision (a) of this clause; and
- (c) At the initiative of the Government of El Salvador or of the Government of the United States of America, in case either of the two Governments finds itself involved in domestic or foreign hostilities.

V

Should Lieutenant Colonel Rufus E. Byers become unable to perform his duties referred to in this contract by reason of continued illness or physical disability, he shall be replaced by another officer of similar qualifications.

VI

Lieutenant Colonel Rufus E. Byers shall serve in El Salvador, in the position already mentioned, 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 Salvadoran officers of the same rank, enjoying in addition, during the life of this contract, the benefits which the Army of El Salvador has established for the same rank.

VII

During the life of this contract and its extensions, Lieutenant Colonel Byers shall be governed by the disciplinary regulations of the United States Army.

VIII

During the period Lieutenant Colonel Byers is detailed under this contract or any extension thereof, the Government of El Salvador shall not engage the services of any personnel of any other foreign government for the duties and purposes contemplated by this Contract.

IX

Lieutenant Colonel Byers shall not divulge nor by any means disclose to any foreign government nor to any person any secret or confidential matter of which he may become cognizant as a natural consequence of his functions, or in any other way, it being understood that this requisite honorably continues even after the expiration or cancellation of the present Contract or extension thereof.

X

Lieutenant Colonel Byers shall have the right to one month of leave during the year, which may be availed of in whole or in part, and in case all or any part of it is not taken, it shall accumulate from year to year during the life of this Contract.

XI

The leave specified in the preceding clause may be spent in foreign countries, subject to the standing instructions of the United States War Department concerning visits abroad. In all cases the said leave, or portions thereof, shall be taken by Lieutenant Colonel Byers only after consultation with the Minister of National Defense with a view to ascertaining the mutual convenience of the Government of El Salvador and Lieutenant Colonel Byers in respect to his leave.

XII

The expenses of travel and transportation not otherwise provided for in this Agreement shall be borne by Lieutenant Colonel Byers in taking his leave. All travel time, including sea travel, shall count as leave and shall not be in addition to the time authorized in the preceding clause.

XIII

For the services specified in clause I of this Contract, Lieutenant Colonel Byers shall receive from the Salvadoran Government an annual compensation of Two Thousand Six Hundred and Fifty-two Dollars (\$2,652.00). This compensation shall be paid proportionally during the twelve months of

the year, as nearly equally as possible, on the last day of each month. These payments shall be made in Salvadoran national currency and shall be computed at the highest rate of exchange in San Salvador on the day on which due. Payments made outside of El Salvador shall be in the national currency of the United States.

XIV

The compensation set forth in the preceding clause shall begin on the date of departure of Lieutenant Colonel Byers from the United States of America, and it shall continue after the termination of his services in El Salvador during his return trip to the United States of America, and thereafter for the period of any accumulated leave to which he is entitled.

XV

Lieutenant Colonel Byers and his family shall be furnished by the Salvadoran Government with first-class accommodations for their travel here and return performed under this Contract. The expenses of transportation by land and sea of Lieutenant Colonel Byers' household effects and baggage, including automobile, from the Port of Embarkation in the United States of America to San Salvador and return to the Port of Debarkation in the United States of America shall also be paid by the Salvadoran Government.

These expenses shall include all necessary costs incidental to unloading from the steamer or railway train upon arrival in El Salvador, cartage from the ship or railway station to the residence of Lieutenant Colonel Byers in San Salvador, and packing and loading on board the steamer or railway train upon departure from El Salvador upon termination of services.

It is understood that throughout this Contract, the term "family" is limited to mean the wife and dependent children of Lieutenant Colonel Byers.

XVI

The Government of El Salvador shall allot in the budget of the Ministry of National Defense an annual sum of nine hundred dollars (\$900.00) to pay the customs duties on articles imported by Lieutenant Colonel Byers for his personal use and for the use of his family, as well as to cover any tax or taxes imposed by the Salvadoran Government on the compensation, pay or allowances received by Lieutenant Colonel Byers, it being understood that any unexpended balance of this item would be returned to the Treasury of the Salvadoran Government at the expiration of the detail of Lieutenant Colonel Byers or his successor, to the position referred to in clause one.

If the services of Lieutenant Colonel Byers should be terminated by the Government of the United States, except as established in heading (c) of clause IV of this Contract, before the completion of two years of service, the provisions of clause XV shall not apply to the return trip. If the services of

Lieutenant Colonel Byers should terminate or be terminated before the completion of the aforesaid two years of service, for any other reason, including those established in heading (c) of clause IV, Lieutenant Colonel Byers shall receive from the Government of El Salvador all compensations, emoluments, and perquisites as though he had completed two years of service referred to in this Contract, but the annual salary shall terminate as provided in clause XIV. But should the Government of the United States recall Lieutenant Colonel Byers for breach of discipline, the cost of his return trip to the United States of his family, household effects and baggage, and automobile, shall not be borne by the Government of El Salvador.

XVII

When Lieutenant Colonel Byers travels on official business in the interior of the Republic, his transportation and travelling expenses shall be provided by the Government of El Salvador in accordance with the provisions of clause VI of this Contract.

XVIII

The Government of El Salvador shall provide suitable office space and facilities for the use of Lieutenant Colonel Byers.

XIX

If replacement of Lieutenant Colonel Byers is made during the life of this Contract or any extension thereof, the terms as stipulated in this Agreement shall also apply to the replacement officer, with the exception that the replacement officer shall receive an amount of annual compensation which shall be agreed upon by the two Governments.

XX

The Government of El Salvador shall provide suitable medical attention for Lieutenant Colonel Byers and his family. In case Lieutenant Colonel Byers becomes ill or suffers injury, he shall be placed in such hospital as the Ministry of National Defense deems suitable. The said officer shall pay only his cost of subsistence while hospitalized. His family shall enjoy the same privileges agreed upon in this clause except that Lieutenant Colonel Byers shall in all cases pay the cost of subsistence incident to the hospitalization of a member of his family.

XXI

If Lieutenant Colonel Byers or any member of his family should die in El Salvador during the period while this Contract is in effect, the Government of El Salvador shall have the body transported to such place in the United States as the family may decide, but the cost to the Government of El Salvador

shall not exceed the cost of transporting the remains from the place of decease to the Port of Debarkation in the United States of America. Should the deceased be Lieutenant Colonel Byers himself, his services shall be considered to have terminated fifteen days after his death. Return transportation to the Port of Debarkation in the United States of America for the family of the deceased officer and for their household effects and baggage, and automobile shall be provided by the Government of El Salvador, in conformity with clause XV of this contract. All compensation due the deceased officer and reimbursement due the deceased officer for expenses and transportation on official business of the Government of El Salvador shall be paid to the widow, or to any other person who may have been designated in writing by the officer before his death, provided such widow or other person shall not be compensated for the accrued leave of the deceased, and further provided that these compensations shall be paid within fifteen days after the death of the said officer.

IN WITNESS WHEREOF, the undersigned, sign the present Contract in quadruplicate in the Spanish language and in duplicate in the English language, in the city of San Salvador, Republic of El Salvador, this twenty-first day of May nineteen hundred and forty-three.

WALTER THURSTON [SEAL]

M. URBINA M. [SEAL]

MILITARY SERVICE

Exchange of notes at Washington April 3 and May 14 and 31, 1943
Entered into force May 15, 1943
*Terminated March 31, 1947*¹

57 Stat. 982; Executive Agreement Series 325

The Secretary of State to the Salvadoran Minister

DEPARTMENT OF STATE
WASHINGTON
April 3, 1943

SIR:

I have the honor to refer to conversations which have taken place between officers of the Salvadoran Legation and of the Department with respect to the application of the United States Selective Training and Service Act of 1940,² as amended, to Salvadoran 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.

This Government is prepared, therefore, to initiate a procedure which will permit aliens who have registered under the Selective Training and Service

¹ Upon termination of functions of U.S. Selective Service System (60 Stat. 341).

² 54 Stat. 885.

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 Salvadoran 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 effort will be made 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 El Salvador 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.

For the Secretary of State:

G. HOWLAND SHAW

The Honorable

Señor Dr. Don HECTOR DAVID CASTRO,

Minister of El Salvador.

The Salvadoran Ambassador to the Secretary of State

[TRANSLATION]

EMBASSY OF EL SALVADOR
WASHINGTON

MAY 14, 1943

SIR:

I have the honor to refer to Your Excellency's kind note of April 3 last, as well as to previous conversations that have been held between officials of this Salvadoran Diplomatic Mission and of the Department of State with respect to the application to Salvadoran citizens, resident in the United States, of the Selective Training and Service Act of the United States of 1940.

My Government has studied with all attention the content of Your Excellency's kind note, in which is detailed a proposed arrangement which can solve completely the problem of transfers of nationals of our respective countries to the army of their own flag, in substitution for the service which they might render, or are already rendering, in the army of the country in which they reside; and I have received instructions from my Government to accept in all its parts the arrangement proposed in Your Excellency's kind note.

The procedure suggested in the said note to which I refer rests on the following bases:

"The Selective Training and Service Act of the United States of 1940 provides that, with certain exceptions, every male citizen of the United States and every other male domiciled in the United States, between the ages of eighteen and sixty-five, must be registered. The Act provides, further, that, with certain exceptions, males registered between certain specified age limits, are subject to active military service in the armed forces of the United States.

"The Government of the United States of America recognizes that from the point of view of the morale situation of the individuals mentioned and the primordial military effort of the nations at war with the Axis powers, it would be desirable to permit certain nationals of the co-belligerent countries, who are now registered or who may be registered under the Selective Training and Service Act of 1940, to enlist in the armed forces of their own country, if they

so desire. It will be recalled that during the World War the United States Government signed conventions with various associated powers on this subject. The United States Government believes, nevertheless, that under the present circumstances, the same purpose may now be attained by administrative action, thus avoiding the delays resulting from the signing and ratification of conventions.

"The United States Government is prepared, consequently, to initiate a procedure to permit aliens who have registered under the Selective Training and Service Act of 1940, as amended, and who are nationals of co-belligerent countries and who have not declared their intention of becoming United States citizens, to choose to serve in the forces of their respective countries instead of serving in the forces of the United States, on any date anterior to their enrolment in the armed forces of the United States. The Government of the United States is also prepared to offer to nationals of co-belligerent countries, who have not declared their intention of becoming citizens of the United States and who are now serving in the armed forces of the United States, an opportunity to elect their transfer to the armed forces of their own country. The details of the arrangement are to be agreed upon directly between the War Department and the Selective Service System, on the part of the Government of the United States, and the respective authorities of the Salvadoran Government. It must be understood, nevertheless, that in all cases in which a person exercises the option contemplated in this arrangement, such option must be accepted by the military authorities of the government of his nationality before his departure from the United States is permitted."

In accordance with the bases which have just been copied, Your Excellency informs me, in the same note of April 3, that before the above-mentioned procedure comes into force between our two Governments, the Department of State desires to receive from the undersigned, as Diplomatic Representative of El Salvador in the United States, a note declaring that the Government of El Salvador desires to avail itself of the same procedure and that, on doing so, it agrees to the following:

(a) "No effort shall be made by the Government of El Salvador to induce any person in the United States to enlist in its own forces or in those of any foreign Government;

(b) "Reciprocal treatment shall be granted by the Government of El Salvador to the citizens of the United States of America, that is, prior to the enrolment in the armed forces of their Government, they shall be offered the opportunity to elect service in the armed forces of the United States in a manner substantially like that above described. Furthermore, the Government of El Salvador agrees to inform all citizens of the United States who are serving in its armed forces, as well as former citizens of the United States who may have lost their nationality as a result of having taken an oath of loyalty on en-

listing in such armed forces, in which they are serving, that they can now be transferred to the armed forces of the United States, if they so desire and on condition that they are acceptable to the armed forces of the United States. The arrangements for making such transfers are to be made between the corresponding representatives of the armed forces of our respective Governments;

(c) "The Government of El Salvador shall not accept any enlistment in the United States of citizens of the Federal Union, subject to registration there, nor of aliens of any nationality who have declared their intention of becoming citizens of the United States and who are subject to registration."

Your Excellency informs me furthermore, in the same note of April 3 last, that the Government of the United States is prepared to make the arrangement thus proposed effective immediately, with respect to the Republic of El Salvador, upon receiving from the undersigned a note declaring that the Government of El Salvador desires to participate in it and that it agrees to the stipulations detailed in the paragraphs lettered (a), (b), and (c), given above.

In execution of the instructions which I have received, I have the honor to inform Your Excellency that my Government desires to participate in the arrangements above detailed and that it agrees expressly to the stipulations detailed in paragraphs lettered (a), (b), and (c), already copied in this note.

In connection with the paragraph lettered (a), my Government reserves to its legislative power the right to extend to aliens the military service obligations, which at present are required only of Salvadoran citizens. This clarification is made with a view to legislative changes which may be necessitated by the present war situation; and it is to be noted that the same clarification accentuates the reciprocity established in the arrangement.

I renew to Your Excellency the assurances of my highest consideration.

HÉCTOR DAVID CASTRO

His Excellency CORDELL HULL,
Secretary of State,
Washington, D.C.

DE-197
A-820

The Secretary of State to the Salvadoran Ambassador

DEPARTMENT OF STATE

WASHINGTON

May 31, 1943

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's note of May 14, 1943 in which you state that your Government desires to enter into the agreement proposed in my note of April 3, 1943 concerning the services

of nationals of one country in the armed forces of the other country. You state that you have received instructions from your Government to accept in all its parts the arrangement proposed in my note of April 3, 1943 and that your Government desires to participate in the arrangements detailed therein and agrees expressly to the stipulations detailed in paragraphs (a), (b), and (c) of the note of April 3, 1943. You also state that in connection with the paragraph lettered (a), your Government reserves to its legislative power the right to extend to aliens the military service obligations, which at present are required only of Salvadoran citizens.

I take pleasure in informing you that this agreement is now considered by this Government as having become effective on May 15, 1943, the date on which your note under acknowledgment was received in the Department. The appropriate authorities of this 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.

With reference to the penultimate paragraph of your note under reference, this Government has taken note that the Government of El Salvador reserves its rights to extend to aliens in El Salvador the military service obligations which at present are required only of Salvadoran citizens.

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 Selective Service System and the War Department. Lieutenant Colonel S. G. Parker, of the Selective Service System, and Lieutenant Colonel V. L. Sailor, of the Recruiting and Induction Section, Adjutant General's Office, War Department, 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 El Salvador, 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 Salvadoran 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 HECTOR DAVID CASTRO,
Ambassador of El Salvador.

WORKMEN'S COMPENSATION AND UNEMPLOYMENT INSURANCE

*Exchange of notes at San Salvador September 24, 28, and 29, 1943
Entered into force September 29, 1943*

Department of State files

The American Ambassador to the Minister of Foreign Affairs

No. 167

SAN SALVADOR, *September 24, 1943*

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's note no. A.850.5 D.2087, dated September 23, 1943, in which Your Excellency requests confirmation of the interpretation of the Salvadoran authorities of the proposal submitted in the Embassy's urgent note no. 124 of August 10, 1943, with respect to compensation benefits for American citizens employed on projects in certain other countries.

In reply I take pleasure in stating with respect to the points mentioned in Your Excellency's note that:

1. Public Law 208, 77th Congress,¹ as amended by Public Law 784, 77th Congress,² has provided a mandatory and uniform system of compensation benefits for American nationals employed by contractors in foreign countries on or in connection with United States Government projects. The purpose of this legislation is to insure that all American workmen engaged outside the United States on these Government projects will be treated equally and, since such American workmen have rights under the compensation acts of the foreign country in which they are working, to preclude the possibility, in the absence of some arrangement with that foreign country, than an American workman might collect double benefits;

2. It is hoped, therefore, that arrangements can be made with the Government of El Salvador whereby the legislation above described will become the exclusive remedy for workmen's compensation in the case of injury or death in the case of American employees of American contractors with the United States Government; and

¹ 55 Stat. 622.

² 56 Stat. 1028.

3. These arrangements also provide that since the insurance furnished to the American employers is written by American companies, the Salvadoran Government would permit American insurance companies to service the insured risks involved, by furnishing claim adjusters and safety engineers, and maintain any facilities that might be necessary solely for that purpose.

It is trusted that the three preceding enumerated paragraphs answer the questions contained in Your Excellency's esteemed note.

I avail myself of the opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

WALTER THURSTON
American Ambassador

His Excellency
Dr. ARTURO RAMÓN AVILA
Minister of Foreign Affairs

The Minister of Foreign Affairs to the American Ambassador

[TRANSLATION]

MINISTRY OF FOREIGN AFFAIRS
REPUBLIC OF EL SALVADOR, C. A.

DIPLOMATIC SECTION
A-850.5-D-2136

NATIONAL PALACE
SAN SALVADOR, *September 28, 1943*

MR. AMBASSADOR:

I have the honor again to refer to your esteemed notes nos. 124 and 158 dated August 10 and 14 of this year, regarding compensation benefits for American citizens employed on projects in certain other countries, about which Your Excellency was good enough to state, in your note addressed to me on the twenty-fourth of this same month:

[For text, see numbered paragraphs in U.S. note, above.]

In this connection, I am pleased to inform you that my Government accepts the proposal of Your Excellency's Government that North American workmen and employees which it employs in this Republic to carry out projects of construction and other operations, shall be protected exclusively by Public Law 208 as amended by Law 784, both enacted by the 77th Congress of the United States, with respect to compensation for accidents or death in performing work on which they are engaged, regarding which my Government will admit no claim, and it will gladly permit American companies to service the insured risks involved, by furnishing claim adjusters and safety engineers, as well as to maintain any facilities that might be necessary solely for that purpose.

By the present note and the reply that Your Excellency will be so good as to make thereto, my Government will consider the arrangement proposed in the matter by Your Excellency's Government to be in force.

I renew to Your Excellency the assurances of my highest and most distinguished consideration.

A. R. AVILA

His Excellency WALTER THURSTON,
*Ambassador Extraordinary and
Plenipotentiary of the United
States of America.*

The American Ambassador to the Minister of Foreign Affairs

No. 170

SAN SALVADOR, *September 29, 1943*

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's esteemed note no. A-850.5-D-2136, dated September 28, 1943, stating that the Government of El Salvador accepts the proposal of the Government of the United States that Public Law 208, 77th Congress, as amended by Public Law 784, 77th Congress, shall become the exclusive remedy for workmen's compensation in the case of American employees of American contractors with the United States Government operating in El Salvador, and will permit American insurance companies to service the insured risks involved by furnishing claim adjusters and safety engineers, and to maintain any facilities that might be necessary solely for that purpose—as set forth in this Embassy's note no. 167 of September 24, and Your Excellency's note under acknowledgment.

Assuring Your Excellency that this renewed evidence of the spirit of co-operation which animates the Government of El Salvador will be deeply appreciated by my Government, I avail myself of the opportunity to renew the assurances of my highest and most distinguished consideration.

WALTER THURSTON
American Ambassador

His Excellency
Dr. ARTURO RAMÓN AVILA
Minister of Foreign Affairs

COOPERATIVE EDUCATION PROGRAM

*Exchange of notes at San Salvador June 9, 1945, with contract signed
by President of Inter-American Educational Foundation, Inc. and
Salvadoran Minister of Popular Culture*

Entered into force July 25, 1945

Terminated June 30, 1948¹

61 Stat. 2660; Treaties and Other
International Acts Series 1595

EXCHANGE OF NOTES

The American Ambassador to the Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
San Salvador, June 9, 1945

No. 97

EXCELLENCY:

I have the honor to refer to your Excellency's courteous note of June 4, 1945, (A-842.D-885) in which Your Excellency was so good as to invite, in the name of the Government of El Salvador, Mr. Kenneth Holland, President of the Inter-American Educational Foundation, Inc., to visit El Salvador in order to study educational problems of the country in collaboration with the Ministerio de Cultura Popular.

Pursuant to your gracious invitation, Mr. Holland arrived in El Salvador on June 8, 1945, and entered into discussions with the Ministro de Cultura Popular. As a result of these discussions, the Government of the United States of America, acting through the Inter-American Educational Foundation, Inc., is prepared to assist the Government of El Salvador in carrying out a cooperative educational program in El Salvador, by contributing the sum of US\$80,000 (EIGHTY THOUSAND U.S. DOLLARS) with the understanding that the Republic of El Salvador will contribute ¢200,000 (TWO HUNDRED THOUSAND COLONES) for the same program.

It is further my understanding that the details governing the carrying out of the cooperative educational program will be worked out in an agreement to be entered into between the appropriate officer of the Government of El Salvador and a representative of the Inter-American Educational Foundation, Inc.

¹ By agreement signed at San Salvador July 19, 1948, by a representative of the Institute of Inter-American Affairs and the Salvadoran Minister of Popular Culture.

I should appreciate receiving from Your Excellency confirmation that my understanding is satisfactory to the Government of El Salvador.

Please accept, Excellency, the renewed assurances of my highest and most distinguished consideration.

JOHN F. SIMMONS
American Ambassador

His Excellency

Dr. ARTURO ARGUELLO LOUCEL,
Minister for Foreign Affairs,
San Salvador.

The Minister of Foreign Affairs to the American Ambassador

[TRANSLATION]

MINISTRY OF FOREIGN AFFAIRS
REPUBLIC OF EL SALVADOR, C.A.

SP.665.
A.842-D-956

NATIONAL PALACE
SAN SALVADOR, *June 9, 1945*

EXCELLENCY:

I have the honor to refer to Your Excellency's courteous note No. 97 of this date, which I immediately referred to the Minister of Popular Culture, who was kind enough to reply as follows:

"No. 9923. San Salvador, June 9, 1945.—Mr. Minister: I have received your official communication No. SP. 655, of this date, in which you are good enough to transcribe the note of the Ambassador of the United States of America, concerning the offer of the American Government to conduct, through the President of the Inter-American Educational Foundation, Mr. Kenneth Holland, a cooperative educational program in our country.—As a result of the conversations held by the undersigned with Mr. Holland, I state most respectfully to you that this Office agrees to the carrying out of the said cooperative program, with the contribution by our Government of the sum of 200,000.00, in as much as the Government of the United States offers to contribute a total of \$80,000.00 for the indicated purpose, it being understood that the other details relating to the said cooperative educational program will be settled through an agreement concluded between the officials of both countries. I avail myself of this opportunity to renew to you, Mr. Minister, the assurances of my very distinguished consideration and esteem.—God, UNION, LIBERTY.—R. CASTRO."

I take pleasure in transcribing the foregoing to Your Excellency for your information.

I avail myself of this opportunity to renew to you the assurances of my highest and most distinguished consideration.

A. ARGUELLO LOUCEL

His Excellency JOHN F. SIMMONS,
*Ambassador Extraordinary and Plenipotentiary
of the United States of America,
Local.*

CONTRACT SIGNED BY THE SALVADORAN MINISTER OF POPULAR CULTURE
AND THE PRESIDENT OF THE INTER-AMERICAN EDUCATIONAL FOUNDATION,
INC.

THE REPUBLIC OF EL SALVADOR (hereinafter called the "Republic"); and the INTER-AMERICAN EDUCATIONAL FOUNDATION, INC., a corporation of the Office of Inter-American Affairs and an agency of the Government of the United States of America (hereinafter called the "Foundation"), have decided to celebrate the following contract to undertake a Cooperative Educational Program to promote Inter-American understanding by bringing about a better interchange of Educators, educational ideas and methods between El Salvador and the United States, pursuant to Resolution 28 adopted by the First Conference of Ministers and Directors of Education of the American Republics held in Panama in September and October 1943, and pursuant to Resolution 58 adopted by the Inter-American Conference on Problems of War and Peace, held at Mexico City in February and March 1945.²

1. The said Cooperative Educational Program may include:

a. Furnishing by the Foundation of a Field Staff of educational specialists requested by the Ministerio de Cultura Popular de la República de El Salvador for service in El Salvador in carrying out the said Cooperative Educational Program;

b. Grants to permit Salvadorean educators to go to the United States for specialized training, to lecture, to teach and to interchange ideas and experience with United States educators;

c. Exploration and survey in El Salvador of local educational needs and resources for carrying out training projects on the elementary, secondary and normal school levels.

d. Development, adaptation, and exchange of suitable teaching materials.

e. Local projects needed to implement the program in El Salvador.

The program does not contemplate the construction of buildings.

2. The Field Staff shall be under the direction of an official who shall have the title of Special Representative, Inter-American Educational Foundation, Inc., and who shall be the representative of the Foundation in connec-

² *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), p. 129.

tion with the program to be undertaken in accordance with this Agreement. The Special Representative and other members of the Field Staff shall be acceptable to the Republic.

3. The said Cooperative Educational Program shall be carried out in El Salvador through the Ministerio de Cultura Popular de la República de El Salvador, with the technical advice and assistance of the Field Staff of the Foundation, as provided herein. It shall consist of individual Projects. The Projects shall consist of specific kinds of work and activity to be undertaken by the representatives of either or both Governments in the execution of this Agreement. The Projects and the allocation of funds therefor and the procedures for carrying out the same shall be mutually agreed upon in writing by the Ministro de Cultura Popular of the Republic (hereinafter called the "Ministro") and the Special Representative of the Foundation.

4. The Foundation shall determine and pay the salaries and other expenses of the members of the Field Staff in an amount not to exceed Fifty Thousand Dollars (\$50,000), U.S. currency and shall in addition pay into a special bank account in the bank of the Republic's choice, to be entitled "Cooperative Education Program—Inter-American Educational Foundation, Inc.", from time to time on the basis of need as determined by the Special Representative of the Foundation and the Ministro, the sum or sums which will aggregate Thirty Thousand Dollars (\$30,000), U.S. currency. The total contribution of the Foundation for the said program accordingly, shall be Eighty Thousand Dollars, U.S. currency. The Republic shall pay into the said special bank account from time to time on the basis of need, as determined by the Ministro and the Special Representative of the Foundation, the sum or sums which will aggregate Two Hundred Thousand Colones (¢200,000) Salvadorean currency. The said contribution of Two Hundred Thousand Colones (¢200,000 shall be in addition to the Republic's regular budget for education. Within sixty days after the becoming effective of this Agreement, under the laws of El Salvador, the Foundation shall pay into the said special bank account the sum of Ten Thousand Dollars (\$10,000), U.S. currency, and the Republic shall pay into the said special bank account the sum of Sixty-Five Thousand Colones (¢65,000), Salvadorean currency, as the first installment from each Government for the said Cooperative Educational Program. The funds in the said special bank account shall be disbursed by the Foundation and devoted exclusively to the Projects of the said Cooperative Educational Program as provided herein, and all Contracts necessary to carry out the terms of the Projects mutually agreed to by the representatives of the two Governments shall be in the name of the Foundation. If the Republic desires and so notifies the Foundation in writing, checks for the expenditure of funds in the said special bank account shall be countersigned by a representative of the Republic. The books and records of the Foundation relating to the expenditures for the said Cooperative Educational Program shall be open at all times for inspection by representatives of the Republic, and the Foundation shall render financial reports to the Republic

at such times as may be agreed upon between the Ministro and the Special Representative of the Foundation.

5. The Republic, in addition to its cash contribution as provided herein, shall (a) appoint specialists to collaborate with the Field Staff of the Foundation and pay their compensation; (b) make available office space, office equipment, furnishings, transportation and such other of its facilities, material, equipment and supplies as it may conveniently provide for the said program, and (c) lend the general assistance thereto of the other Departments of the Republic.

6. In view of the fact that purchases of some materials and supplies must necessarily be made in the United States of America, the Ministro and the Special Representative of the Foundation may agree to withhold from the payments to be made by the Foundation into the said special bank account as provided herein, an amount or amounts deemed to be necessary to pay for such purchases of materials and supplies in the United States of America. Any funds so withheld by the Foundation for such purchases and not obligated therefor shall be paid into the said special bank account at any time upon the mutual agreement of the Ministro and the Special Representative of the Foundation.

7. The funds paid and payable into the said special bank account by the parties hereto shall continue to be available for the said Cooperative Educational Program during the existence of this Agreement. Interest, if any, on any balances of funds in the said special bank account shall be used for the said Cooperative Educational Program. The Ministro and the Special Representative of the Foundation shall determine by mutual agreement the disposition of any unobligated funds remaining in the said special bank account upon the termination of this Agreement. In the event that, upon the expiration of each twelve-month period of this Agreement, the Foundation deems that the said funds which it has set aside for the payment of salaries and other direct expenses of members of the Field Staff, as provided in Paragraph 4 hereof, will be more than is needed for that purpose, the Foundation, at the end of each such twelve-month period, shall advise the Republic of the additional sum which has become available for Projects and such additional sum shall be paid into the said special bank account or otherwise disposed of by mutual agreement between the Ministro and the Special Representative of the Foundation. At least six months prior to the termination of this Agreement the Foundation shall similarly notify the Republic as to what, if any, of such funds will be available for Projects of the said Cooperative Educational Program during the remainder of the program, and the disposition of any such funds so made available shall be determined by mutual agreement between the Ministro and the Special Representative of the Foundation.

8. The Republic shall accept and recognize the Foundation as an Agency of the Government of the United States of America, and accordingly, the Foundation shall be exempt and immune from, among other things, any and all taxes, fees, charges, imposts, and customs duties, whether national,

departmental, provincial or municipal, and from all requirements for licenses. The Foundation and its personnel shall also enjoy all the rights and privileges which are enjoyed by departments and officials of the Republic. Such rights and privileges shall include, for example, postal, telegraph, and telephone franks and the right to special rates allowed to the Departments of the Republic by domestic companies of maritime, railroad, and air travel, telegraph, telephone, etc. The personnel of the Foundation who are citizens of the United States of America shall be exempt from all Salvadorean income taxes and social security taxes with respect to income on which they are obliged to pay income or social security taxes to the Government of the United States of America, and from property taxes on personal property intended for their own use. Said employees shall also be exempt from customs duties on their personal effects and on supplies and equipment imported or exported for their personal use.

9. All materials, equipment, and supplies purchased with funds from the said bank account shall become the property of the Republic immediately upon such purchase but shall be used only for the purposes of the said Cooperative Educational Program.

10. Any right, power, or duty conferred by this Agreement upon either the Ministro or the Special Representative of the Foundation may be delegated by the recipient thereof to representatives, provided that such representatives are satisfactory to both officials.

11. This Agreement may be amended from time to time if deemed advisable by the parties hereto, such amendments to be in writing and signed by representatives of the Republic and the Foundation.

12. The Executive Power of the Republic will take the necessary steps to obtain the legislation, decrees, orders or resolutions necessary to carry out the terms of this Agreement.

13. This Agreement shall be in force for approximately three years from the date of its becoming effective under the laws of El Salvador. Its termination shall be effected after the expiration of the said period of three years, by either party hereto by the giving of at least 60 days written notice in advance to the other.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, in English and in Spanish, in San Salvador, El Salvador, C.A., this ninth day of June, 1945

Republic of El Salvador

By R. CASTRO

Ministro de Cultura Popular

Inter-American Educational Foundation, Inc.

By KENNETH HOLLAND

President

MILITARY AVIATION MISSION

Agreement signed at Washington August 19, 1947

Entered into force August 19, 1947

Extended by agreements of October 30 and 31, 1951;¹ May 30 and June 6, 1952;¹ December 2, 1953, and March 11, 1954;² and August 23 and 26, 1957³

Superseded by agreement of November 21, 1957⁴

61 Stat. 3002; Treaties and Other
International Acts Series 1633

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF EL SALVADOR

In conformity with the request of the Government of the Republic of El Salvador to the Government of the United States of America, the President of the United States of America has authorized the appointment of officers and enlisted men to constitute a Military Aviation Mission to the Republic of El Salvador under the conditions specified below:

TITLE I

Purpose and Duration

ARTICLE 1. The purpose of this Mission is to cooperate with the Minister of Defense of the Republic of El Salvador and with the personnel of the Salvadoran Air Force with a view to enhancing the efficiency of the Salvadoran Air Force.

ARTICLE 2. This Mission shall continue for a period of four years from the date of the signing of this Agreement by the accredited representatives of the Government of the United States of America and the Government of the Republic of El Salvador, 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.

¹ 3 UST 4799; TIAS 2651.

² 5 UST 416; TIAS 2933.

³ 8 UST 1417; TIAS 3894.

⁴ 8 UST 2356; TIAS 3951.

ARTICLE 3. If the Government of the Republic of El Salvador 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 El Salvador at any time during a period when either Government is involved in domestic or foreign hostilities.

TITLE II

Composition and Personnel

ARTICLE 6. This Mission shall consist of such personnel of the United States Army Air Forces as may be agreed upon by the Minister of Defense of the Republic of El Salvador through his authorized representative in Washington and by the War Department of the United States of America.

TITLE III

Duties, Rank, and Precedence

ARTICLE 7. The personnel of the Mission shall perform such duties as may be agreed upon between the Minister of Defense of the Republic of El Salvador and the Chief of the Mission.

ARTICLE 8. The members of the Mission shall be responsible solely to the Minister of Defense of the Republic of El Salvador, through the Chief of the Mission.

ARTICLE 9. Each member of the Mission shall serve on the Mission with the rank he holds in the United States Army Air Forces with the exception of the noncommissioned officers, who shall be commissioned Second Lieutenants in the Salvadoran Army. The members of the Mission shall wear either the uniform of the United States Army Air Forces or of the Salvadoran Army to which they shall be entitled, at the discretion of the Chief of the Mission, but shall have precedence over all Salvadoran 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 Salvadoran Air Force provide for Salvadoran officers and subordinate personnel of corresponding rank.

ARTICLE 11. The personnel of the Mission shall be governed by the disciplinary regulations of the United States Army Air Forces.

TITLE IV

Compensation and Perquisites

ARTICLE 12. Members of the Mission shall receive from the Government of the Republic of El Salvador 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 El Salvador 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 El Salvador 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 Defense of the Republic of El Salvador in order to comply with the provision of this Article that the compensation agreed upon shall be net.

ARTICLE 13. The compensation agreed upon as indicated in the preceding Article shall commence upon the date of departure from the United States of America of each member of the Mission, and, except as otherwise expressly provided in this Agreement, shall continue, following the termination of duty with the Mission, for the return voyage to the United States of America and thereafter for the period of any accumulated leave which may be due.

ARTICLE 14. The compensation due for the period of the return trip and accumulated leave shall be paid to a detached member of the Mission before his departure from the Republic of El Salvador, and such payment shall be computed for travel by the shortest usually traveled route to the port of entry in the United States of America, regardless of the route and method of travel used by the member of the Mission.

ARTICLE 15. Each member of the Mission and 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 El Salvador, and from his official residence in the Republic of El Salvador 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 El Salvador, carting between the ship and the residence in the Republic of El Salvador, and packing and load-

ing on board the steamer upon departure from the Republic of El Salvador. The cost of this transportation for members of the Mission, dependent members of their families, and their household effects and baggage shall be borne by the Government of the United States of America. Transportation of such household effects and baggage shall be effected in one shipment, and all subsequent shipments shall be at the expense of the respective members of the Mission except as otherwise provided in this Agreement, or when such shipments are necessitated by circumstances beyond their control.

ARTICLE 16. The Government of the Republic of El Salvador shall grant, upon request of the Chief of the Mission, exemption from customs duties on articles imported for the official use of the Mission or the personal use of the members thereof and of members of their families.

ARTICLE 17. Compensation for transportation and traveling expenses in the Republic of El Salvador on official business of the Government of the Republic of El Salvador shall be provided by the Government of the Republic of El Salvador in accordance with the provisions of Article 10.

ARTICLE 18. The Government of the Republic of El Salvador shall provide the Chief of the Mission with a suitable automobile with chauffeur, for use on official business. Suitable motor transportation with chauffeur, and when necessary an airplane properly equipped, shall on call be made available by the Government of the Republic of El Salvador 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 El Salvador 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 the Republic of El Salvador, the Government of the Republic of El Salvador 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 El Salvador 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 and household effects shall be provided as prescribed in Article 15. All compensation due the deceased member, including salary for fifteen (15) days subsequent to his death, and reimbursement for expenses and transportation due the deceased member for travel performed on official business of the Republic of El Salvador, 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 after 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 El Salvador shall not engage the services of any personnel of any other foreign government for duties of any nature connected with the Salvadoran Air Force, except by mutual agreement between the Government of the United States of America and the Government of the Republic of El Salvador.

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 the Republic of El Salvador, in the United States of America, or in any other countries, but the expense of travel and transportation not otherwise provided for in this Agreement shall be borne by the member of the Mission taking such leave. All travel time shall count as leave and shall not be in addition to the time authorized in the preceding Article.

ARTICLE 26. The Government of the Republic of El Salvador 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 El Salvador.

ARTICLE 27. 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 28. The Government of the Republic of El Salvador 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 Defense of the Republic of El Salvador, 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 El Salvador shall be paid by the Government of El Salvador. 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 El Salvador. 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, Robert A. Lovett, Acting Secretary of State of the United States of America, and Carlos A. Siri, Chargé d'Affaires ad interim of the Republic of El Salvador at Washington, duly authorized thereto, have signed this Agreement in duplicate, in the English and Spanish languages, at Washington, this nineteenth day of August, one thousand nine hundred forty-seven.

For the Government of the United States of America:

ROBERT A. LOVETT

For the Government of the Republic of El Salvador:

CARLOS A. SIRI

HEALTH AND SANITATION PROGRAM

Exchange of notes at San Salvador August 18 and September 23, 1948
Entered into force October 23, 1948; operative from July 1, 1948
Program terminated December 31, 1962

[For text, see 3 UST 2728; TIAS 2440.]

HEALTH AND SANITATION PROGRAM

Exchange of notes at San Salvador July 21 and 27, 1949
Entered into force September 19, 1949; operative from July 1, 1949
Program terminated December 31, 1962

[For text, see 3 UST 2731; TIAS 2441.]

Estonia

EXTRADITION

Treaty signed at Tallinn November 8, 1923

Senate advice and consent to ratification January 7, 1924

Ratified by Estonia October 13, 1924

Ratified by the President of the United States November 11, 1924

Ratifications exchanged at Washington November 15, 1924

Entered into force November 15, 1924

Proclaimed by the President of the United States November 15, 1924

*Supplemented by treaty of October 10, 1934*¹

43 Stat. 1849; Treaty Series 703

The United States of America and Esthonia desiring to promote the cause of justice, have resolved to conclude a treaty for the extradition of fugitives from justice between the two countries and have appointed for that purpose the following plenipotentiaries:

The President of the United States of America:

Mr. Frederick W. B. COLEMAN, Envoy Extraordinary and Minister Plenipotentiary

and The Government of the Republic of Esthonia:

Mr. Frederick AKEL, Minister for Foreign Affairs,

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

ARTICLE I

It is agreed that the Government of the United States and the Government of Esthonia shall, upon requisition duly made as herein provided, deliver up

¹ TS 888, *post.* p. 645.

to justice any person, who may be charged with, or may have been convicted of, any of the crimes 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:

1. Murder, comprehending the crimes designated by the terms parricide, assassination, manslaughter, poisoning or infanticide.
2. The attempt to commit murder.
3. Rape, abortion, carnal knowledge of children under the age of twelve years.
4. Abduction or detention of women or girls for immoral purposes.
5. Bigamy.
6. Arson.
7. Willful and unlawful destruction or obstruction of railroads, which endangers human life.
8. Crimes committed at sea:
 - (a) Piracy, as commonly known and defined by the law of nations, or by statute;
 - (b) Wrongfully sinking or destroying a vessel at sea or attempting to do so;
 - (c) Mutiny or conspiracy by two or more members of the crew or other persons on board of a vessel on the high seas, for the purpose of rebelling against the authority of the Captain or Commander of such vessel, or by fraud or violence taking possession of such vessel;
 - (d) Assault on board ship upon the high seas with intent to do bodily harm.
9. Burglary, 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.
10. The act of breaking into and entering the offices of the Government and public authorities, or the offices of banks, banking houses, savings banks, trust companies, insurance and other companies, or other buildings not dwellings with intent to commit a felony therein.
11. 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.

12. Forgery or the utterance of forged papers.

13. The forgery or falsification of the official acts of the Government or public authority, including Courts of Justice, or the uttering or fraudulent use of any of the same.

14. The fabrication of counterfeit money, whether coin or paper, counterfeit titles or coupons of public debt, created by National, State, Provincial, Territorial, Local or Municipal Governments, bank notes or other instruments of public credit, counterfeit seals, stamps, dies and marks of State or public administrations, and the utterance, circulation or fraudulent use of the above mentioned objects.

15. Embezzlement or criminal malversation committed by public officers or depositaries.

16. Embezzlement by any person or persons hired, salaried or employed to the detriment of their employers or principals.

17. Kidnapping of minors or adults, defined to be the abduction or detention of a person or persons, in order to exact money from their families or any other person or persons, or for any other unlawful end.

18. Larceny, defined to be the theft of effects, personal property, or money.

19. 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.

20. Perjury or subornation of perjury.

21. Fraud or breach of trust by a bailee, banker, agent, factor, trustee, executor, administrator, guardian, director or officer of any company or corporation, or by any one in any fiduciary position.

22. Crimes and offenses against the laws of both countries for the suppression of slavery and slave trading.

23. Wilful desertion or wilful non-support of minor or dependent children.

24. Extradition shall be granted for the crimes and offenses as specified above, only subject to the condition that the crime or offense committed is punishable under the laws of both of the High Contracting Parties at least by imprisonment with or without hard labour.

25. Extradition shall also take place for participation in any of the crimes before mentioned as an accessory before or after the fact; provided such participation be punishable by imprisonment by the laws of both the High Contracting Parties.²

² For an addition to the list of crimes, see supplementary treaty of Oct. 10, 1934 (TS 888), *post*, p. 645.

ARTICLE III

The provisions of the present Treaty shall not import a claim of extradition for any crime or offense of a political character, nor for acts connected with such crimes or offenses; and no person surrendered by or to either of the High Contracting Parties in virtue of this Treaty shall be tried or punished for a political crime or offense. When the offense charged comprises the act either of murder or assassination or of poisoning, either consummated or attempted, the fact that the offense was committed or attempted against the life of the Sovereign or Head of a Foreign State or against the life of any member of his family, shall not be deemed sufficient to sustain that such crime or offense was of a political character, or was an act connected with crimes or offenses of a political character.

ARTICLE IV

No person shall be tried for any crime or offense 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 both of the Contracting Parties 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 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.

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 paragraphs, other than the United States or Esthonia, requisitions 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 it to the proper executive authority, that a warrant may issue for the surrender of the fugitive.

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 arrest or commitment in Esthonia or United States respectively the formal requisition for surrender with the documentary proofs hereinafter prescribed be made as aforesaid by the diplomatic agent of the demanding Government or, in his absence, by a consular officer thereof.

If the fugitive criminal shall have been convicted of the crime 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

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 held, shall assist the officers of the Government demanding the extradition before the respective judges and magistrates, by every legal means within their power; and no claim whatever for compensation for any of the services so rendered shall be made against the Government demanding the extradition; provided, however, that any officer or officers of the surrendering Government so giving assistance who shall, in the usual course of their duty, receive no salary or compensation other than specific fees for services performed 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 XIII

The present Treaty 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 Tallinn this eighth day of November, nineteen hundred and twenty-three.

F. W. B. COLEMAN [SEAL]

FR. AKEL [SEAL]

MOST-FAVORED-NATION TREATMENT IN CUSTOMS MATTERS

Exchange of notes at Washington March 2, 1925

Estonian ratification notified to the United States August 1, 1925

Entered into force August 1, 1925

Modified by agreement of July 10 and 16, 1951¹

Treaty Series 722

The Secretary of State to the Estonian Minister

DEPARTMENT OF STATE

Washington, March 2, 1925

SIR:

I have the honor to make the following statement of my understanding of the agreement reached through recent conversations held at Washington on behalf of the Government of the United States and the Government of the Republic of Esthonia with reference to the treatment which the United States shall accord to the commerce of Esthonia and which Esthonia shall accord to the commerce of the United States.

These conversations have disclosed a mutual understanding between the two Governments which is that, in respect to import, export and other duties and charges affecting commerce, as well as in respect to transit, warehousing and other facilities and the treatment of commercial travelers' samples, the United States will accord to Esthonia and Esthonia will accord to the United States, its territories and possessions, unconditional most-favored-nation treatment; and that in the matter of licensing or prohibitions of imports or exports, the United States and Esthonia, respectively, so far as they at any time maintain such a system, will accord to the commerce of the other treatment as favorable, with respect to commodities, valuations and quantities, as may be accorded to the commerce of any other country.

¹ In reply to a note of July 10, 1951, from the Secretary of State relative to "the various controls which the Government of the United States believes it is necessary or desirable to apply to trade between the United States and various areas under Soviet domination or control," the Acting Consul General of Estonia at New York, in a note dated July 16, 1951, said that he would have "no objection to the application to that trade [between the United States and Estonia] of such controls as the Government of the United States may consider appropriate."

It is understood that

No higher or other duties shall be imposed on the importation into or disposition in the United States, its territories or possessions, of any articles the produce or manufacture of Esthonia than are or shall be payable on like articles the produce or manufacture of any foreign country:

No higher or other duties shall be imposed on the importation into or disposition in Esthonia of any articles the produce or manufacture of the United States, its territories or possessions, than are or shall be payable on like articles the produce or manufacture of any foreign country:

Similarly, no higher or other duties shall be imposed in the United States, its territories or possessions, or in Esthonia on the exportation of any articles to the other or to any territory or possession of the other, than are payable on the exportation of like articles to any foreign country:

Every concession with respect to any duty, charge or regulation affecting commerce now accorded or that may hereafter be accorded by the United States or by Estonia, by law, proclamation, decree or commercial treaty or agreement, to any foreign country will become immediately applicable without request and without compensation to the commerce of Esthonia and of the United States and its territories and possessions, respectively.

Provided that this understanding does not relate to

(1) The treatment which the United States accords or may hereafter accord to the commerce of Cuba or any of the territories or possessions of the United States or the Panama Canal Zone, or to the treatment which is or may hereafter be accorded to the commerce of the United States with any of its territories or possessions or to the commerce of its territories or possessions with one another.

(2) The treatment which Esthonia accords or may hereafter accord to the commerce of Finland, Latvia, Lithuania, Russia, and/or to the states in custom or economic union with Esthonia, or to all of those states, so long as such special treatment is not accorded to any other state.

(3) Prohibitions or restrictions of a sanitary character or designed to protect human, animal or plant life or regulations for the enforcement of police or revenue laws.

The present arrangement shall become operative on the day when the ratification of the present note by the Esthonian Parliament will be notified to the Government of the United States and, unless sooner terminated by mutual agreement shall continue in force until thirty days after notice of the termination shall have been given by either party; but should either party be prevented by future action of its legislature from carrying out the terms of this arrangement, the obligations thereof shall thereupon lapse.

I shall be glad to have your confirmation of the accord thus reached.
Accept, Sir, the renewed assurances of my highest consideration.

CHARLES E. HUGHES

Dr. A. PIIP
Minister of Esthonia

The Estonian Minister to the Secretary of State

ESTHONIAN LEGATION
Washington, March 2, 1925

SIR:

I have the honor to make the following statement of my understanding of the agreement reached through recent conversations held at Washington on behalf of the Government of the Republic of Esthonia and the Government of the United States with reference to the treatment which Esthonia shall accord to the commerce of the United States and which the United States shall accord to the commerce of Esthonia.

[For statement of understanding, see U.S. note, above.]

I shall be glad to have your confirmation of the accord thus reached.
Accept, Sir, the renewed assurances of my highest consideration.

A. PIIP

His Excellency
CHARLES EVANS HUGHES
Secretary of State of the United States

WAIVER OF VISA FEES FOR NONIMMIGRANTS

Exchange of notes at Riga and Tallinn April 8 and July 28, 1925
Entered into force July 28, 1925

Department of State files

The American Minister to the Estonian Minister of Foreign Affairs

RIGA, LATVIA
April 8, 1925

EXCELLENCY:

I have the honor to inform you that in virtue of a recent law, the Government of the United States is able to waive fees for passport visas and applications in favor of the classes of aliens defined as non-immigrants by Section III of the Immigration Act of 1924,¹ where the governments to which these travelers owe allegiance agree to waive visas in the case of American travelers of like classes. It should be understood that this proposal does not apply to immigrants, and does not in any case contemplate the abolition of the American visas but only waives fees, inasmuch as the requirement of a visa for passports is a means of assuring an effective administration of the Immigration Act. It may further be mentioned that the visa which it is proposed to issue gratis will be of additional value to non-immigrant aliens as distinguishing them from immigrants, and thus facilitating their entry on arrival at an American port.

I would be grateful if Your Excellency would inform me at your earliest convenience whether the Estonian Government is prepared to enter into a reciprocal agreement on the foregoing basis.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

F. W. B. COLEMAN
American Minister

His Excellency
CHR. R. PUSTA,
Minister for Foreign Affairs,
Tallinn, Esthonia.

¹ 43 Stat. 154.

The Ministry for Foreign Affairs to the American Consulate

MINISTÈRE DES AFFAIRES
ÉTRANGÈRES

991-W

TALLINN, *July 28th, 1925*

With reference to the memorandum of the American Consulate of June 15th last relative to the abolishment of visa fees in favor of non-immigrants, the Ministry of Foreign Affairs has the honour to inform the American Consulate that the Esthonian Government agree on a basis of reciprocity to accept the proposal made in the note of the American Legation at Riga of April 8th 1925.

AMERICAN CONSULATE,
Tallinn.

DEBT FUNDING

Agreement signed at Washington October 28, 1925

Operative from December 15, 1922

Approved by Estonia March 26, 1926

Approved by Act of Congress of April 30, 1926 ¹

Modified by agreement of June 11, 1932 ²

Treasury Department print

AGREEMENT, Made the twenty-eighth day of October, 1925, at the City of Washington, District of Columbia, between THE REPUBLIC OF ESTHONIA, hereinafter called ESTHONIA, party of the first part, and THE UNITED STATES OF AMERICA, hereinafter called the UNITED STATES, party of the second part.

WHEREAS, Esthonia is indebted to the United States as of December 15, 1922, upon obligations in the aggregate principal amount of \$13,999,145.60, together with interest accrued and unpaid thereon; and

WHEREAS, Esthonia desires to fund said indebtedness to the United States, both principal and interest, through the issue of bonds to the United States, and the United States is prepared to accept bonds from Esthonia upon the terms and conditions hereinafter set forth;

Now, therefore, in consideration of the premises and of the mutual covenants herein contained, it is agreed as follows:

1. *Amount of Indebtedness.* The amount of the indebtedness to be funded, after allowing for cash payments made or to be made by Esthonia and the credit set out below, is \$13,830,000, which has been computed as follows:

Principal amount of obligations to be funded	\$13, 999, 145. 60
Credit allowed for total loss of cargo on sinking of S. S. JOHN RUSS sunk by a mine in Baltic Sea	1, 932, 923. 45
	<hr/> \$12, 066, 222. 15
Interest acerued and unpaid thereon to December 15, 1922, at the rate of 4¼ per cent a year	1, 765, 219. 73
	<hr/>
Total principal and interest acerued and unpaid as of Decem- ber 15, 1922	\$13, 831, 441. 88
To be paid in cash by Esthonia upon execution of Agree- ment	1, 441. 88
	<hr/>
Total indebtedness to be funded into bonds	\$13, 830, 000. 00

¹ 44 Stat. 377.

² *Post*, p. 642.

2. *Repayment of Principal.* In order to provide for the repayment of the indebtedness thus to be funded Esthonia will issue to the United States at par as of December 15, 1922, bonds of Esthonia in the aggregate principal amount of \$13,830,000, dated December 15, 1922, and maturing serially on each December 15 in the succeeding years for 62 years, in the amounts and on the several dates fixed in the following schedule:

December 15		December 15	
1923	\$69,000	1955	\$195,000
1924	71,000	1956	202,000
1925	73,000	1957	209,000
1926	75,000	1958	217,000
1927	78,000	1959	224,000
1928	80,000	1960	232,000
1929	82,000	1961	240,000
1930	85,000	1962	249,000
1931	88,000	1963	257,000
1932	90,000	1964	266,000
1933	92,000	1965	275,000
1934	95,000	1966	285,000
1935	98,000	1967	295,000
1936	101,000	1968	305,000
1937	105,000	1969	316,000
1938	109,000	1970	327,000
1939	113,000	1971	339,000
1940	117,000	1972	350,000
1941	121,000	1973	363,000
1942	125,000	1974	375,000
1943	129,000	1975	388,000
1944	134,000	1976	402,000
1945	138,000	1977	416,000
1946	143,000	1978	431,000
1947	148,000	1979	446,000
1948	153,000	1980	461,000
1949	159,000	1981	477,000
1950	165,000	1982	494,000
1951	170,000	1983	511,000
1952	176,000	1984	530,000
1953	182,000		
1954	189,000		
		Total	\$13,830,000

PROVIDED HOWEVER, That Esthonia, at its option, upon not less than ninety days' advance notice to the United States, may postpone any payment falling due as hereinabove provided, except those falling due on or before December 15, 1930, hereinafter referred to in paragraph 5 of this Agreement, 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 Esthonia 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 Bond.* All bonds issued or to be issued hereunder to the

United States shall be payable to the Government of the United States of America, or order, shall be issued in such denominations as may be requested by the Secretary of the Treasury of the United States, substantially in the form set forth in the exhibit hereto annexed and marked "Exhibit A", and shall be signed for Esthonia by its Envoy Extraordinary and Minister Plenipotentiary at Washington, or by its other duly authorized representative. The \$13,830,000 principal amount of bonds first to be issued hereunder shall be issued in 62 pieces, in denominations and with maturities corresponding to the annual payments of principal hereinabove set forth.

4. *Payment of Interest.* All bonds issued or to be issued hereunder shall bear interest, payable semiannually on June 15 and December 15 in each year, at the rate of 3 per cent a year from December 15, 1922, to December 15, 1932, and thereafter at the rate of 3½ per cent a year until the principal thereof shall have been paid.

5. *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 Esthonia, upon not less than thirty days' advance notice to the United States, in any obligations of the United States issued after April 6, 1917, to be taken at par and accrued interest to the date of payment hereunder: PROVIDED, HOWEVER, that with reference to the payments on account of principal and/or interest falling due hereunder on or before December 15, 1930, Esthonia, at its option, may pay the following amounts on the dates specified:

June 15, 1926.....	\$50, 000	June 15, 1929.....	\$125, 000
December 15, 1926.....	50, 000	December 15, 1929.....	125, 000
June 15, 1927.....	75, 000	June 15, 1930.....	150, 000
December 15, 1927.....	75, 000	December 15, 1930.....	150, 000
June 15, 1928.....	100, 000		
December 15, 1928.....	100, 000	Total.....	\$1, 000, 000

and the balance, including interest on all overdue payments at the rate of 3 per cent a year from their respective due dates, in bonds of Esthonia dated December 15, 1930, bearing interest at the rate of 3 per cent a year from December 15, 1930, to December 15, 1932, and thereafter at the rate of 3½ per cent a year until the principal thereof shall have been paid, such bonds to mature serially on December 15 of each year up to and including December 15, 1984, substantially in the manner provided in paragraph 2 of this Agreement, and to be substantially similar in other respects to the bonds first to be issued hereunder.

All payments, whether in cash or in obligations of the United States, to be made by Esthonia 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.

6. *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 Esthonia or any political or local taxing authority within the Republic of Esthonia, 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 Esthonia, or (c) a corporation not organized under the laws of Esthonia.

7. *Payments before Maturity.* Esthonia, at its option, on any interest date or dates, 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 first be applied to the principal of any bonds which shall have been issued hereunder on account of principal and/or interest accruing between December 15, 1922, and December 15, 1930, and then to the principal of any other bonds issued hereunder and held by the United States, as may be indicated by Esthonia at the time of the payment.

8. *Exchange for Marketable Obligations.* Esthonia will issue to the United States at any time, or from time to time, at the request of the Secretary of the Treasury of the United States, in exchange for any or all of the bonds issued or to be issued hereunder and held by the United States, definitive engraved bonds in form suitable for sale to the public, in such amounts and denominations as the Secretary of the Treasury of the United States may request, in bearer form, with provision for registration as to principal, and/or in fully registered form, and otherwise on the same terms and conditions, as to dates of issue and maturity, rate or rates of interest, 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. Esthonia 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 Esthonia, will first offer them to Esthonia for purchase at par and accrued interest, and Esthonia shall likewise have the option, in lieu of issuing any such bonds or interim receipts, to make advance redemption, at par

and accrued interest, of a corresponding principal amount of bonds issued or to be issued hereunder and held by the United States. Esthonia 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 Esthonia 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 he may request.

9. *Cancellation and Surrender of Obligations.* Upon the execution of this Agreement, the payment to the United States of cash in the sum of \$1,441.88 as provided in paragraph 1 of this Agreement and the delivery to the United States of the \$13,830,000 principal amount of bonds of Esthonia first to be issued hereunder, together with satisfactory evidence of authority for the execution of this Agreement and the bonds on behalf of Esthonia by its Envoy Extraordinary and Minister Plenipotentiary at Washington, or by its other duly authorized representative, the United States will cancel and surrender to Esthonia, at the Treasury of the United States in Washington, the obligations of Esthonia in the principal amount of \$13,999,145.60 described in the preamble to this Agreement.

10. *Notices.* Any notice, request, or consent under the hand of the Secretary of the Treasury of the United States, shall be deemed and taken as the notice, request, or consent of the United States, and shall be sufficient if delivered at the Legation of Esthonia at Washington or at the office of the Minister of Finance in Tallinn; and any notice, request, or election from or by Esthonia shall be sufficient if delivered to the American Legation at Tallinn or to the Secretary of the Treasury at the Treasury of the United States in Washington. The United States in its discretion may waive any notice required hereunder, but any such waiver shall be in writing and shall not extend to or affect any subsequent notice or impair any right of the United States to require notice hereunder.

11. *Compliance with Legal Requirements.* Esthonia 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 and the issuance of bonds hereunder have been completed as required by the laws of Esthonia and in conformity therewith.

12. *Counterparts.* This Agreement shall be executed in two counterparts, each of which shall have the force and effect of an original.

IN WITNESS WHEREOF Esthonia has caused this Agreement to be executed on its behalf by its Envoy Extraordinary and Minister Plenipotentiary at Washington, thereunto duly authorized, subject, however, to the approval of the State Assembly, and the United States has likewise caused this Agree-

ment 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, 1922,³ as amended by the Act of Congress approved February 28, 1923,⁴ and as further amended by the Act of Congress approved January 21, 1925,⁵ all on the day and year first above written.

The Republic of Esthonia,

By

A. PIIP

*Envoy Extraordinary and
Minister Plenipotentiary*

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 REPUBLIC OF ESTHONIA

\$

No.

The Republic of Esthonia, hereinafter called Esthonia, for value received, promises to pay to the Government of the United States of America, hereinafter called the United States, or order, on December 15, , the sum of Dollars (\$), and to pay interest upon said principal sum semiannually on June 15 and December 15 in each year, at the rate of three per cent a year from December 15, 1922 to December 15, 1932, and at the rate of three and one-half per cent a year thereafter until the principal hereof shall have been paid. This bond is payable as to both principal and interest in gold coin of the United States of America of the present standard of value, or, at the option of Esthonia, 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 Esthonia or any political or local taxing authority within the Republic of Esthonia, 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 Esthonia, or (c) a corporation not organized under the laws of

³ 42 Stat. 363.

⁴ 42 Stat. 1325.

⁵ 43 Stat. 763.

Esthonia. This bond is payable as to both principal and interest at the Treasury of the United States in Washington, D.C., or at the option of the Secretary of the Treasury of the United States at the Federal Reserve Bank of New York.

This bond is issued under an Agreement dated October 28, 1925, between Esthonia and the United States, to which this bond is subject and to which reference is hereby made.

IN WITNESS WHEREOF, Esthonia has caused this bond to be executed in its behalf at the City of Washington, District of Columbia, by its _____ at Washington, thereunto duly authorized, as of December 15, 1922.

THE REPUBLIC OF ESTHONIA:

By

FRIENDSHIP, COMMERCE, AND CONSULAR RIGHTS

Treaty and protocol signed at Washington December 23, 1925

Senate advice and consent to ratification March 25, 1926

Ratified by the President of the United States April 17, 1926

Ratified by Estonia April 27, 1926

Ratifications exchanged at Tallinn May 22, 1926

*Entered into force May 22, 1926*¹

Proclaimed by the President of the United States May 25, 1926

*Modified by agreement of July 10 and 16, 1951*¹

44 Stat. 2379; Treaty Series 736

TREATY

The United States of America and the Republic of Esthonia, desirous of strengthening the bond of peace which happily prevails between them, by arrangements designed to promote friendly intercourse between their respective territories through provisions responsive to the spiritual, cultural, economic and commercial aspirations of the peoples thereof, have resolved to conclude a Treaty of Friendship, Commerce and Consular Rights and for that purpose have appointed as their plenipotentiaries.

The President of the United States of America:

Frank B. Kellogg, Secretary of State of the United States of America, and

The Government of the Republic of Esthonia:

Antonius Piip, Envoy Extraordinary and Minister Plenipotentiary,

Who, having communicated to each other their full powers found to be in due form, have agreed upon the following articles:

ARTICLE I

The nationals of each of the High Contracting Parties shall be permitted to enter, travel and reside in the territories of the other; to exercise liberty of conscience and freedom of worship; to engage in scientific, religious, philanthropic, manufacturing and commercial work of every kind without interference; to carry on every form of commercial activity which is not forbidden by the local law; to engage in every trade, vocation and profession not

¹ See footnote 1, *ante*, p. 608.

reserved exclusively to nationals of the country; to own, erect or lease and occupy appropriate buildings and to lease lands for residential, scientific, religious, philanthropic, manufacturing, commercial and mortuary purposes; to employ agents of their choice, and generally to do anything incidental to or necessary for the enjoyment of any of the foregoing privileges upon the same terms as nationals of the state of residence or as nationals of the nation hereafter to be most favored by it, submitting themselves to all local laws and regulations duly established.

The nationals of either High Contracting Party within the territories of the other shall not be subjected to the payment of any internal charges or taxes other or higher than those that are exacted of and paid by its nationals.

The nationals of each High Contracting Party shall enjoy freedom of access to the courts of justice of the other on conforming to the local laws, as well for the prosecution as for the defense of their rights, and in all degrees of jurisdiction established by law.²

The nationals of each High Contracting Party shall receive within the territories of the other, upon submitting to conditions imposed upon its nationals, the most constant protection and security for their persons and property, and shall enjoy in this respect that degree of protection that is required by international law. Their property shall not be taken without due process of law and without payment of just compensation.

Nothing contained in this Treaty shall be construed to affect existing statutes of either of the High Contracting Parties in relation to the immigration of aliens or the right of either of the High Contracting Parties to enact such statutes.

ARTICLE II

With respect to that form of protection granted by National, State or Provincial laws establishing civil liability for injuries or for death, and giving to relatives or heirs or dependents of an injured party a right of action or a pecuniary benefit, such relatives or heirs or dependents of the injured party, himself a national of either of the High Contracting Parties and within any of the territories of the other, shall regardless of their alienage or residence outside of the territory where the injury occurred, enjoy the same rights and privileges as are or may be granted to nationals, and under like conditions.

ARTICLE III

The dwellings, warehouses, manufactories, shops, and other places of business, and all premises thereto appertaining of the nationals of each of the High Contracting Parties in the territories of the other, used for any purposes set forth in Article I, shall be respected. It shall not be allowable to make a domiciliary visit to, or search of any such buildings and premises, or there

² For an understanding relating to art. I, para. 3, see protocol, p. 633.

to examine and inspect books, papers or accounts, except under the conditions and in conformity with the forms prescribed by the laws, ordinances and regulations for nationals.

ARTICLE IV

Where, on the death of any person holding real or other immovable property or interests therein within the territories of one High Contracting Party, such property or interests therein would, by the laws of the country or by a testamentary disposition, descend or pass to a national of the other High Contracting Party, whether resident or non-resident, were he not disqualified by the laws of the country where such property or interests therein is or are situated, such national shall be allowed a term of three years in which to sell the same, this term to be reasonably prolonged if circumstances render it necessary, and withdraw the proceeds thereof, without restraint or interference, and exempt from any succession, probate or administrative duties or charges other than those which may be imposed in like cases upon the nationals of the country from which such proceeds may be drawn.

Nationals of either High Contracting Party may have full power to dispose of their personal property of every kind within the territories of the other, by testament, donation or otherwise, and their heirs, legatees and donees, of whatsoever nationality, whether resident or non-resident, shall succeed to such personal property, and may take possession thereof, either by themselves or by others acting for them, and retain or dispose of the same at their pleasure subject to the payment of such duties or charges only as the nationals of the High Contracting Party within whose territories such property may be or belong shall be liable to pay in like cases.

ARTICLE V

The nationals of each of the High Contracting Parties in the exercise of the right of freedom of worship, within the territories of the other, as hereinabove provided, may, without annoyance or molestation of any kind by reason of their religious belief or otherwise, conduct services either within their own houses or within any appropriate buildings which they may be at liberty to erect and maintain in convenient situations, provided their teachings or practices are not contrary to public order or public morals; and they may also be permitted to bury their dead according to their religious customs in suitable and convenient places established and maintained for the purpose, subject to the reasonable mortuary and sanitary laws and regulations of the place of burial.

ARTICLE VI

In the event of war between either High Contracting Party and a third State, such Party may draft for compulsory military service nationals of the other having a permanent residence within its territories and who have

formally, according to its laws, declared an intention to adopt its nationality by naturalization, unless such individuals depart from the territories of said belligerent Party within sixty days after a declaration of war.

ARTICLE VII

Between the territories of the High Contracting Parties there shall be freedom of commerce and navigation. The nationals of each of the High Contracting Parties equally with those of the most favored nation, shall have liberty freely to come with their vessels and cargoes to all places, ports and waters of every kind within the territorial limits of the other which are or may be open to foreign commerce and navigation. Nothing in this treaty shall be construed to restrict the right of either High Contracting Party to impose, on such terms as it may see fit, prohibitions or restrictions of a sanitary character designed to protect human, animal, or plant life, or regulations for the enforcement of police or revenue laws.

Each of the High Contracting Parties binds itself unconditionally to impose no higher or other duties or conditions and no prohibition on the importation of any article, the growth, produce or manufacture, of the territories of the other than are or shall be imposed on the importation of any like article, the growth, produce or manufacture of any other foreign country.

Each of the High Contracting Parties also binds itself unconditionally to impose no higher or other charges or other restrictions or prohibitions on goods exported to the territories of the other High Contracting Party than are imposed on goods exported to any other foreign country.

Any advantage of whatsoever kind which either High Contracting Party may extend to any article, the growth, produce, or manufacture of any other foreign country shall simultaneously and unconditionally, without request and without compensation, be extended to the like article the growth, produce or manufacture of the other High Contracting Party.

All articles which are or may be legally imported from foreign countries into ports of the United States or are or may be legally exported therefrom in vessels of the United States may likewise be imported into those ports or exported therefrom in Estonian vessels, without being liable to any other or higher duties or charges whatsoever than if such articles were imported or exported in vessels of the United States; and, reciprocally, all articles which are or may be legally imported from foreign countries into the ports of Estonia or are or may be legally exported therefrom in Estonian vessels may likewise be imported into these ports or exported therefrom in vessels of the United States without being liable to any other or higher duties or charges whatsoever than if such articles were imported or exported in Estonian vessels.

With respect to the amount and collection of duties on imports and exports of every kind, each of the two High Contracting Parties binds itself to

give to the nationals, vessels and goods of the other the advantage of every favor, privilege or immunity which it shall have accorded to the nationals, vessels and goods of a third State, whether such favored State shall have been accorded such treatment gratuitously or in return for reciprocal compensatory treatment. Every such favor, privilege or immunity which shall hereafter be granted the nationals, vessels or goods of a third State shall simultaneously and unconditionally, without request and without compensation, be extended to the other High Contracting Party, for the benefit of itself, its nationals and vessels.

The stipulations of this Article do not extend to the treatment which is accorded by the United States to the commerce of Cuba under the provisions of the Commercial Convention concluded by the United States and Cuba on December 11, 1902,³ or any other commercial convention which hereafter may be concluded by the United States with Cuba, or to the commerce of the United States with any of its dependencies and the Panama Canal Zone under existing or future laws, or to the treatment which Esthonia accords or may hereafter accord to the commerce of Finland, Latvia, Lithuania, Russia, and/or to the States in custom or economic union with Esthonia, or to all of those States, so long as such special treatment is not accorded to any other State.

ARTICLE VIII

The nationals and merchandise of each High Contracting Party within the territories of the other shall receive the same treatment as nationals and merchandise of the country with regard to internal taxes, transit duties, charges in respect to warehousing and other facilities and the amount of drawbacks and bounties.

ARTICLE IX

No duties of tonnage, harbor, pilotage, lighthouse, quarantine, or other similar or corresponding duties or charges of whatever denomination, levied in the name or for the profit of the Government, public functionaries, private individuals, corporations or establishments of any kind shall be imposed in the ports of the territories of either country upon the vessels of the other, which shall not equally, under the same conditions, be imposed on national vessels. Such equality of treatment shall apply reciprocally to the vessels of the two countries respectively from whatever place they may arrive and whatever may be their place of destination.

ARTICLE X

Merchant vessels and other privately owned vessels under the flag of either of the High Contracting Parties, and carrying the papers required by its na-

³ TS 427, *ante*, vol. 6, p. 1106, CUBA.

tional laws in proof of nationality shall, both within the territorial waters of the other High Contracting Party and on the high seas, be deemed to be the vessels of the Party whose flag is flown.

ARTICLE XI

Merchant vessels and other privately owned vessels under the flag of either of the High Contracting Parties shall be permitted to discharge portions of cargoes at any port open to foreign commerce in the territories of the other High Contracting Party, and to proceed with the remaining portions of such cargoes to any other ports of the same territories open to foreign commerce, without paying other or higher tonnage dues or port charges in such cases than would be paid by national vessels in like circumstances, and they shall be permitted to load in like manner at different ports in the same voyage outward, provided, however, that the coasting trade of the High Contracting Parties is exempt from the provisions of this Article and from the other provisions of this Treaty, and is to be regulated according to the laws of each High Contracting Party in relation thereto. It is agreed, however, that the nationals of either High Contracting Party shall within the territories of the other enjoy with respect to the coasting trade the most favored nation treatment.

ARTICLE XII

Limited liability and other corporations and associations, whether or not for pecuniary profit, which have been or may hereafter be organized in accordance with and under the laws, National, State or Provincial, of either High Contracting Party and maintain a central office within the territories thereof, shall have their juridical status recognized by the other High Contracting Party provided that they pursue no aims within its territories contrary to its laws. They shall enjoy free access to the courts of law and equity, on conforming to the laws regulating the matter, as well for the prosecution as for the defense of rights in all the degrees of jurisdiction established by law.

The right of such corporation and associations of either High Contracting Party so recognized by the other to establish themselves within its territories, establish branch offices and fulfill their functions therein shall depend upon, and be governed solely by, the consent of such Party as expressed in its National, State, or Provincial laws.

ARTICLE XIII

The nationals of either High Contracting Party shall enjoy within the territories of the other, reciprocally and upon compliance with the conditions there imposed, such rights and privileges as have been or may hereafter be accorded the nationals of any other State with respect to the organization of and participation in limited liability and other corporations and associations, for pecuniary profit or otherwise, including the rights of promotion, incor-

poration, purchase and ownership and sale of shares and the holding of executive or official positions therein. In the exercise of the foregoing rights and with respect to the regulation or procedure concerning the organization or conduct of such corporations or associations, such nationals shall be subjected to no condition less favorable than those which have been or may hereafter be imposed upon the nationals of the most favored nation. The rights of any of such corporations or associations as may be organized or controlled or participated in by the nationals of either High Contracting Party within the territories of the other to exercise any of their functions therein, shall be governed by the laws and regulations, National, State or Provincial, which are in force or may hereafter be established within the territories of the Party wherein they propose to engage in business. The foregoing stipulations do not apply to the organization of and participation in political associations.

The nationals of either High Contracting Party shall, moreover, enjoy within the territories of the other, reciprocally and upon compliance with the conditions there imposed, such rights and privileges as have been or may hereafter be accorded the nationals of any other State with respect to the mining of coal, phosphate, oil, oil shale, gas, and sodium on the public domain of the other.

ARTICLE XIV⁴

Commercial travelers representing manufacturers, merchants and traders domiciled in the territories of either High Contracting Party shall on their entry into and sojourn in the territories of the other Party and on their departure therefrom be accorded the most favored nation treatment in respect of customs and other privileges and of all charges and taxes of whatever denomination applicable to them or to their samples.

ARTICLE XV⁵

There shall be complete freedom of transit through the territories including territorial waters of each High Contracting Party on the routes most convenient for international transit, by rail, navigable waterway, and canal, other than the Panama Canal and waterways and canals which constitute international boundaries, to persons and goods coming from or going through the territories of the other High Contracting Party, except such persons as may be forbidden admission into its territories or goods of which the importation may be prohibited by law. Persons and goods in transit shall not be subjected to any transit duty, or to any unnecessary delays or restrictions, and shall be given national treatment as regards charges, facilities, and all other matters.

⁴ For an understanding relating to art. XIV, see protocol, p. 633.

⁵ For an understanding relating to art. XV, see *ibid*.

Goods in transit must be entered at the proper custom house, but they shall be exempt from all customs or other similar duties.

All charges imposed on transport in transit shall be reasonable, having regard to the conditions of the traffic.

ARTICLE XVI

Each of the High Contracting Parties agrees to receive from the other, consular officers in those of its ports, places and cities, where it may be convenient and which are open to consular representatives of any foreign country.

Consular officers of each of the High Contracting Parties shall after entering upon their duties, enjoy reciprocally in the territories of the other all the rights, privileges, exemptions and immunities which are enjoyed by officers of the same grade of the most favored nation. As official agents, such officers shall be entitled to the high consideration of all officials, national or local, with whom they have official intercourse in the State which receives them.

The Governments of each of the High Contracting Parties shall furnish free of charge the necessary exequatur of such consular officers of the other as present a regular commission signed by the chief executive of the appointing State and under its great seal; and they shall issue to a subordinate or substitute consular officer duly appointed by an accepted superior consular officer with the approbation of his Government, or by any other competent officer of that Government, such documents as according to the laws of the respective countries shall be requisite for the exercise by the appointee of the consular function. On the exhibition of an exequatur, or other document issued in lieu thereof to such subordinate, such consular officer shall be permitted to enter upon his duties and to enjoy the rights, privileges and immunities granted by this treaty.

ARTICLE XVII

Consular officers, nationals of the State by which they are appointed, shall be exempt from arrest except when charged with the commission of offenses locally designated as crimes other than misdemeanors and subjecting the individual guilty thereof to punishment. Such officers shall be exempt from military billetings, and from service of any military or naval, administrative or police character whatsoever.

In criminal cases the attendance at the trial by a consular officer as a witness may be demanded by the prosecution or defence. The demand shall be made with all possible regard for the consular dignity and the duties of the office; and there shall be compliance on the part of the consular officer.

Consular officers shall be subject to the jurisdiction of the courts in the State which receives them in civil cases, subject to the proviso, however, that when the officer is a national of the State which appoints him and is en-

gaged in no private occupation for gain, his testimony shall be taken orally or in writing at his residence or office and with due regard for his convenience. The officer should, however, voluntarily give his testimony at the trial whenever it is possible to do so without serious interference with his official duties.

ARTICLE XVIII ⁶

Consular officers, including employees in a consulate, nationals of the State by which they are appointed other than those engaged in private occupations for gain within the State where they exercise their functions shall be exempt from all taxes, National, State, Provincial and Municipal, levied upon their persons or upon their property, except taxes levied on account of the possession or ownership of immovable property situated in, or income derived from property of any kind situated or belonging within the territories of the State within which they exercise their functions. All consular officers and employees, nationals of the State appointing them shall be exempt from the payment of taxes on the salary, fees or wages received by them in compensation for their consular services.

Lands and buildings situated in the territories of either High Contracting Party, of which the other High Contracting Party is the legal or equitable owner and which are used exclusively for governmental purposes by that owner, shall be exempt from taxation of every kind, National, State, Provincial and Municipal, other than assessments levied for services or local public improvements by which the premises are benefited.

ARTICLE XIX

Consular officers may place over the outer door of their respective offices the arms of their State with an appropriate inscription designating the official office. Such officers may also hoist the flag of their country on their offices including those situated in the capitals of the two countries. They may likewise hoist such flag over any boat or vessel employed in the exercise of the consular function.

The Consular offices and archives shall at all times be inviolable. They shall under no circumstances be subjected to invasion by any authorities of any character within the country where such offices are located. Nor shall the authorities under any pretext make any examination or seizure of papers or other property deposited within a consular office. Consular offices shall not be used as places of asylum. No consular officers shall be required to produce official archives in court or testify as to their contents.

Upon the death, incapacity, or absence of a consular officer having no subordinate consular officer at his post, secretaries or chancellors, whose offi-

⁶ For an understanding relating to art. XVIII, see protocol, p. 634.

cial character may have previously been made known to the government of the State where the consular function was exercised, may temporarily exercise the consular function of the deceased or incapacitated or absent consular officer; and while so acting shall enjoy all the rights, prerogatives and immunities granted to the incumbent.

ARTICLE XX

Consular officers, nationals of the State by which they are appointed, may, within their respective consular districts, address the authorities, National, State, Provincial or Municipal, for the purpose of protecting their countrymen in the enjoyment of their rights accruing by treaty or otherwise. Complaint may be made for the infraction of those rights. Failure upon the part of the proper authorities to grant redress or to accord protection may justify interposition through the diplomatic channel, and in the absence of a diplomatic representative, a consul general or the consular officer stationed at the capital may apply directly to the government of the country.

ARTICLE XXI

Consular officers may, in pursuance of the laws of their own country, take, at any appropriate place within their respective districts, the depositions of any occupants of vessels of their own country, or of any national of, or of any person having permanent residence within the territories of, their own country. Such officers may draw up, attest, certify and authenticate unilateral acts, deeds, and testamentary dispositions of their countrymen, and also contracts to which a countryman is a party. They may draw up, attest, certify and authenticate written instruments of any kind purporting to express or embody the conveyance or encumbrance of property of any kind within the territory of the State by which such officers are appointed, and unilateral acts, deeds, testamentary dispositions and contracts relating to property situated, or business to be transacted within, the territories of the State by which they are appointed, embracing unilateral acts, deeds, testamentary dispositions or agreements executed solely by nationals of the State within which such officers exercise their functions.

Instruments and documents thus executed and copies and translations thereof, when duly authenticated under his official seal by the consular officer shall be received as evidence in the territories of the contracting parties as original documents or authenticated copies, as the case may be, and shall have the same force and effect as if drawn by and executed before a notary or other public officer duly authorized in the country by which the consular officer was appointed; provided, always that such documents shall have been drawn and executed in conformity to the laws and regulations of the country where they are designed to take effect.

ARTICLE XXII

A consular officer shall have exclusive jurisdiction over controversies arising out of the internal order of private vessels of his country, and shall alone exercise jurisdiction in cases, wherever arising, between officers and crews, pertaining to the enforcement of discipline on board, provided the vessel and the persons charged with wrongdoing shall have entered a port within his consular district. Such an officer shall also have jurisdiction over issues concerning the adjustment of wages and the execution of contracts relating thereto provided the local laws so permit.

When an act committed on board of a private vessel under the flag of the State by which the consular officer has been appointed and within the territorial waters of the State to which he has been appointed constitutes a crime according to the laws of that State, subjecting the person guilty thereof to punishment as a criminal, the consular officer shall not exercise jurisdiction except in so far as he is permitted to do so by the local law.

A consular officer may freely invoke the assistance of the local police authorities in any matter pertaining to the maintenance of internal order on board of a vessel under the flag of his country within the territorial waters of the State to which he is appointed, and upon such a request the requisite assistance shall be given.

A consular officer may appear with the officers and crews of vessels under the flag of his country before the judicial authorities of the State to which he is appointed to render assistance as an interpreter or agent.

ARTICLE XXIII

In case of the death of a national of either High Contracting Party in the territory of the other without having in the territory of his decease any known heirs or testamentary executors by him appointed, the competent local authorities shall at once inform the nearest consular officer of the State of which the deceased was a national of the fact of his death, in order that necessary information may be forwarded to the parties interested.

In case of the death of a national of either of the High Contracting Parties without will or testament, in the territory of the other High Contracting Party, the consular officer of the State of which the deceased was a national and within whose district the deceased made his home at the time of death, shall, so far as the laws of the country permit and pending the appointment of an administrator and until letters of administration have been granted, be deemed qualified to take charge of the property left by the decedent for the preservation and protection of the same. Such consular officer shall have the right to be appointed as administrator within the discretion of a tribunal or other agency controlling the administration of estates provided the laws of the place where the estate is administered so permit.

Whenever a consular officer accepts the office of administrator of the estate of a deceased countryman, he subjects himself as such to the jurisdiction of the tribunal or other agency making the appointment for all necessary purposes to the same extent as a national of the country where he was appointed.

ARTICLE XXIV

A consular officer of either High Contracting Party may in behalf of his non-resident countrymen receipt for their distributive shares derived from estates in process of probate or accruing under the provisions of so-called Workmen's Compensation Laws or other like statutes provided he remit any funds so received through the appropriate agencies of his Government to the proper distributees, and provided further that he furnish to the authority or agency making distribution through him reasonable evidence of such remission.

ARTICLE XXV

A consular officer of either High Contracting Party shall have the right to inspect within the ports of the other High Contracting Party within his consular district, the private vessels of any flag destined or about to clear for ports of the country appointing him in order to observe the sanitary conditions and measures taken on board such vessels, and to be enabled thereby to execute intelligently bills of health and other documents required by the laws of his country, and to inform his Government concerning the extent to which its sanitary regulations have been observed at ports of departure by vessels destined to its ports, with a view to facilitating entry of such vessels therein.

ARTICLE XXVI

Each of the High Contracting Parties agrees to permit the entry free of all duty 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, accompanying the officer to his post; 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. Personal property imported by consular officers, their families or suites during the incumbency of the officers in office shall be accorded the customs privileges and exemptions accorded to consular officers of the most favored nation.

It is understood, however, that the privileges of this article shall not be extended to consular officers who are engaged in any private occupation for gain in the countries to which they are accredited, save with respect to governmental supplies.

ARTICLE XXVII

All proceedings relative to the salvage of vessels of either High Contracting Party wrecked upon the coasts of the other shall be directed by the consular officer of the country to which the vessel belongs and within whose district the wreck may have occurred. Pending the arrival of such officer, who shall be immediately informed of the occurrence, the local authorities shall take all necessary measures for the protection of persons and the preservation of wrecked property. The local authorities shall not otherwise interfere than for the maintenance of order, the protection of the interests of the salvors, if these do not belong to the crews that have been wrecked and to carry into effect the arrangements made for the entry and exportation of the merchandise saved. It is understood that such merchandise is not to be subjected to any custom house charges, unless it be intended for consumption in the country where the wreck may have taken place.

The intervention of the local authorities in these different cases shall occasion no expense of any kind, except such as may be caused by the operations of salvage and the preservation of the goods saved, together with such as would be incurred under similar circumstances by vessels of the nation.

ARTICLE XXVIII

Subject to any limitation or exception hereinabove set forth, or hereafter to be agreed upon the territories of the High Contracting Parties to which the provisions of this Treaty extend shall be understood to comprise all areas of land, water, and air over which the Parties respectively claim and exercise dominion as sovereign thereof, except the Panama Canal Zone.

ARTICLE XXIX

Except as provided in the third paragraph of this Article the present Treaty shall remain in full force for the term of ten years from the date of the exchange of ratifications, on which date it shall begin to take effect in all of its provisions.

If within one year before the expiration of the aforesaid period of ten years neither High Contracting Party notifies to the other an intention of modifying by change or omission, any of the provisions of any of the articles in this Treaty or of terminating it upon the expiration of the aforesaid period, the Treaty shall remain in full force and effect after the aforesaid period and until one year from such a time as either of the High Contracting Parties shall have notified to the other an intention of modifying or terminating the Treaty.

The fifth paragraph of Article VII and Articles IX and XI shall remain in force for twelve months from the date of exchange of ratification, and if not then terminated on ninety days' previous notice shall remain in force until either of the High Contracting Parties shall enact legislation inconsistent therewith when the same shall automatically lapse at the end of sixty days

from such enactment, and on such lapse each High Contracting Party shall enjoy all the rights which it would have possessed had such paragraphs or articles not been embraced in the Treaty.

ARTICLE XXX

The present Treaty shall be ratified, and the ratifications thereof shall be exchanged at Washington or Tallinn as soon as possible.

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

Done in duplicate, at Washington, this 23rd day of December, 1925.

FRANK B. KELLOGG [SEAL]

A. PIIP [SEAL]

PROTOCOL ACCOMPANYING TREATY OF FRIENDSHIP, COMMERCE AND CONSULAR RIGHTS

At the moment of signing the Treaty of Friendship, Commerce and Consular Rights between the United States of America and the Republic of Esthonia, the undersigned plenipotentiaries duly authorized by their respective Governments have agreed as follows:

1. Exemptions from requirements of giving security or making deposits for costs in judicial proceedings (*cautio judicatum solvi*) and the benefit of free judicial aid are not embraced within the provisions of paragraph 3 of Article I of the Treaty, but in respect of these matters nationals of the United States in Esthonia and nationals of Esthonia in the United States shall be subject to the municipal laws applicable to aliens in general. It is, however, understood that inasmuch as in the United States privileges of this character are regulated largely by the laws of the several States, nationals of the United States, domiciled in States which accord such exemptions and benefits to nationals of Esthonia freely or on the basis of reciprocity shall be accorded the exemptions and benefits authorized by Esthonian law.

2. If either High Contracting Party shall deem necessary the presentation of an authentic document establishing the identity and authority of commercial travelers representing manufacturers, merchants or traders domiciled in the territories of the other party in order that such commercial traveler may enjoy in its territories the privileges accorded under Article XIV of this Treaty, the High Contracting Parties will agree by exchange of notes on the form of such document and the authorities or persons by whom it shall be issued.

3. The provisions of Article XV do not prevent the High Contracting Parties from levying on traffic in transit dues intended solely to defray expenses of supervision and administration entailed by such transit, the rate

of which shall correspond as nearly as possible with the expenses which such dues are intended to cover and shall not be higher than the rates charged on other traffic of the same class on the same routes.

4. Wherever the term "consular officer" is used in this Treaty it shall be understood to mean Consuls General, Consuls, Vice Consuls and Consular Agents to whom an exequatur or other document of recognition has been issued pursuant to the provisions of paragraph 3 of Article XVI.

5. In addition to consular officers, attachés, chancellors and secretaries, the number of employees to whom the privileges authorized by Article XVIII shall be accorded shall not exceed five at any one post.

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

Done in duplicate at Washington the 23rd day of December, 1925.

FRANK B. KELLOGG [SEAL]

A. PIIIP [SEAL]

SHIP MEASUREMENT CERTIFICATES

Exchange of notes at Washington and New York August 21 and November 30, 1926

Entered into force November 30, 1926; operative in Estonia February 13, 1927, and in the United States April 2, 1927

47 Stat. 2597; Executive Agreement Series 9

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

DEPARTMENT OF STATE
WASHINGTON, August 21, 1926

Sir:

With further reference to your note of July 17, 1926, in regard to the question of the mutual recognition of ship measurement certificates, with which you forwarded three copies in English of the Esthonian Regulations for tonnage measurement of ships, I have the honor to inform you that the authorities of this Government concerned are satisfied that the vessels of Esthonia may be deemed to be of the tonnage noted in the Certificate of Registry or other national papers, and that it will not, therefore, be necessary under existing law for such vessels to be remeasured in any port in the United States. It is, of course, requisite that the Government of Esthonia extend the same recognition to the Certificates of Registry or other national papers of the vessels of the United States.

I shall be obliged if you will bring the foregoing to the attention of your Government and will inform me of the reply so that appropriate instructions may be given to the officers charged with the enforcement of the navigation laws of this country.

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

LELAND HARRISON
Acting Secretary of State

COLONEL VICTOR MUTT,
Chargé d'Affaires ad interim of Esthonia.

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

ESTONIAN LEGATION
NEW YORK, November 30, 1926

SIR:

In reply to your note of August 21, 1926 in regard to the question of the mutual recognition of ship measurement certificates between the United States and Estonia, I have the honor to inform you in the name of my Government, that the concerned authorities of Estonia have found, that in substance there are no hindrances for the recognition, without remeasurement, of tonnage of ships of the United States in Estonian ports, as noted in the Certificate of Registry issued by the authorities of the United States or other national papers. In view of this the Government of Estonia has decided, on reciprocal basis, to recognize the tonnage of ships of the United States as stated hereinbefore.

At the same time I have the honor to inform you that this agreement, the attainment of which I hereby confirm, will become operative in Estonia ten days after the due publication of the Estonian Government's decision, whereby this agreement will be ratified.

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

Your Excellency's most obedient servant.

V. MUTT
Chargé d'Affaires a. i. of Estonia

HIS EXCELLENCY

FRANK B. KELLOGG

Secretary of State of the United States.

ARBITRATION

Treaty signed at Tallinn August 27, 1929

Senate advice and consent to ratification January 20, 1930

Ratified by the President of the United States January 23, 1930

Ratified by Estonia May 13, 1930

Ratifications exchanged at Washington June 18, 1930

Entered into force June 18, 1930

Proclaimed by the President of the United States June 25, 1930

46 Stat. 2757; Treaty Series 816

TREATY OF ARBITRATION

The President of the United States of America and the Head of the Estonian 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. F. W. B. Coleman, Envoy Extraordinary and Minister Plenipotentiary,

The Head of the Estonian Republic:

Mr. J. Lattik, Minister for Foreign Affairs,

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, 1907,¹ 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 Estonia 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 Estonia in accordance with the Covenant of the League of Nations.²

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 Estonia in accordance with its constitutional laws.

The ratifications shall be exchanged at Washington as soon as possible, and the treaty shall take effect on the date of the exchange of the ratifications. It shall thereafter remain in force continuously unless and until terminated by one year's written notice given by either High Contracting Party to the other.

In faith thereof the respective Plenipotentiaries have signed this treaty in duplicate in the English language and hereunto affix their seals.

Done at Tallinn the 27th day of August in the year of our Lord one thousand nine hundred and twenty nine.

F. W. B. COLEMAN	[SEAL]
J. LATTIK	[SEAL]

¹ TS 536, *ante*, vol. 1, p. 577.

² *Ante*, vol. 2, p. 48.

CONCILIATION

Treaty signed at Tallinn August 27, 1929

Senate advice and consent to ratification January 20, 1930

Ratified by the President of the United States January 23, 1930

Ratified by Estonia May 13, 1930

Ratifications exchanged at Washington June 18, 1930

Entered into force June 18, 1930

Proclaimed by the President of the United States June 25, 1930

46 Stat. 2760; Treaty Series 817

TREATY OF CONCILIATION

The President of the United States of America and the Head of the Estonian 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. F. W. B. Coleman, Envoy Extraordinary and Minister Plenipotentiary,

The Head of the Estonian Republic:

Mr. J. Lattik, Minister for Foreign Affairs,

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 Estonia, 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 Estonia in accordance with its constitutional laws.

The ratifications shall be exchanged at Washington as soon as possible, and the treaty shall take effect on the date of the exchange of the ratifications. It shall thereafter remain in force continuously unless and until terminated by one year's written notice given by either High Contracting Party to the other.

In faith thereof the respective Plenipotentiaries have signed this treaty in duplicate in the English language and hereunto affix their seals.

Done at Tallinn the 27th day of August in the year of our Lord one thousand nine hundred and twenty nine.

F. W. B. COLEMAN [SEAL]

J. LATTIK [SEAL]

DEBT FUNDING

*Agreement signed at Washington June 11, 1932, modifying agreement
of October 28, 1925
Operative from July 1, 1931*

Treasury Department print

AGREEMENT, Made the 11th day of June, 1932, at the City of Washington, District of Columbia, between the GOVERNMENT OF THE REPUBLIC OF ESTONIA, hereinafter called ESTONIA, 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 Estonia and the United States, dated October 28, 1925,¹ there is payable by Estonia to the United States during the fiscal year beginning July 1, 1931 and ending June 30, 1932, in respect of the bonded indebtedness of Estonia to the United States, the aggregate amount of \$600,373.06, including principal and interest; and

WHEREAS, a Joint Resolution of the Congress of the United States, approved December 23, 1931,² authorizes the Secretary of the Treasury, with the approval of the President, to make on behalf of the United States an agreement with Estonia on the terms hereinafter set forth, to postpone the payment of the amount payable by Estonia to the United States during such year in respect of its bonded indebtedness to the United States; and

WHEREAS, Estonia hereby gives assurance to the satisfaction of the President of the United States, of the willingness and readiness of Estonia to make with the Government of each country indebted to Estonia in respect of war, relief, or reparation debts, an agreement in respect of the payment of the amount or amounts payable to Estonia with respect to such debt or debts during such fiscal year, substantially similar to this Agreement authorized by the Joint Resolution above mentioned;

¹ *Ante*, p. 613.

² 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 \$600,373.06, payable by Estonia to the United States during the fiscal year beginning July 1, 1931 and ending June 30, 1932, in respect of the bonded indebtedness of Estonia to the United States, according to the terms of the agreement of October 28, 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 Estonia to the United States in ten equal annuities of \$73,170.58 each, payable in equal semiannual installments on December 15 and June 15 of each fiscal year beginning with the fiscal year beginning July 1, 1933 and ending June 30, 1934, and concluding with the fiscal year beginning July 1, 1942 and ending June 30, 1943. The bond numbered 9, dated December 15, 1922, in the principal amount of \$88,000, and bond numbered 1A, dated December 15, 1930, in the principal amount of \$20,012.87, both matured December 15, 1931, delivered by Estonia to the United States under the agreement of October 28, 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 28, 1925, above mentioned. The proviso in paragraph 2 of such agreement, authorizing the postponement of payments on account of principal, and the option of Estonia provided for in paragraph 5, to pay in obligations of the United States, shall not apply to annuities payable under this Agreement.

3. The agreement of October 28, 1925, between Estonia 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. Estonia 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 Estonia 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, Estonia has caused this Agreement to be executed on its behalf by its Vice Consul at New York, thereunto duly authorized, and the United States has likewise caused this Agreement to be executed on its

behalf by the Acting Secretary of the Treasury, with the approval of the President, pursuant to a Joint Resolution of Congress approved December 23, 1931, all on the day and year first above written.

THE REPUBLIC OF ESTONIA

By

CHARLES KUUSIK

Vice Consul of Estonia at New York

THE UNITED STATES OF AMERICA

By

ARTHUR A. BALLANTINE

Acting Secretary of the Treasury

Approved:

Herbert Hoover,
President

EXTRADITION

Treaty signed at Washington October 10, 1934, supplementing treaty of November 8, 1923

Ratified by Estonia December 5, 1934

Senate advice and consent to ratification February 6, 1935

Ratified by the President of the United States February 14, 1935

Ratifications exchanged May 7, 1935

Entered into force May 7, 1935

Proclaimed by the President of the United States May 9, 1935

49 Stat. 3190; Treaty Series 888

The United States of America and the Republic of Estonia, being desirous of enlarging the list of crimes on account of which extradition may be granted under the Treaty concluded between the two countries on November 8, 1923,¹ 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; Cordell Hull, Secretary of State of the United States of America; and

The President of the Republic of Estonia; Mr. Charles Kuusik, Acting Consul General of the Republic of Estonia in the City of New York,

Who, after having communicated to each other their respective full powers, which were found to be in due and proper form, have agreed to and concluded the following articles:

ARTICLE I

The following crimes are added to the list of crimes numbered 1 to 25 in Article II of the said Treaty of November 8, 1923, on account of which extradition may be granted, that is to say:

26. Crimes and offenses against the bankruptcy laws.

¹ TS 703, *ante*, p. 602.

ARTICLE II

The present Treaty shall be considered as an integral part of the said extradition Treaty of November 8, 1923, and Article II of the last mentioned Treaty shall be read as if the list of crimes therein contained had originally comprised the additional crimes specified and numbered 26 in the first article of the present Treaty.

ARTICLE III

The present Treaty 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 Tallinn as soon as possible.

IN WITNESS WHEREOF, the above named plenipotentiaries have signed the present Treaty and have hereunto affixed their seals.

DONE in duplicate at Washington, this tenth day of October, one thousand nine hundred and thirty-four.

CORDELL HULL [SEAL]

CHARLES KUUSIK [SEAL]

EXCHANGE OF PUBLICATIONS

Exchange of notes at Tallinn December 6, 1938

Entered into force July 15, 1939

53 Stat. 2059; Executive Agreement Series 138

The Minister of Foreign Affairs to the American Chargé d'Affaires ad interim

RÉPUBLIQUE ESTONIENNE
MINISTRE DES AFFAIRES ÉTRANGÈRES

TALLINN, 6th December, 1938

MONSIEUR LE CHARGÉ D'AFFAIRES,

With reference to your memorandum of September 20, 1938 and previous correspondence and conversations, I have agreed upon the following:

There shall be a complete exchange of official publications between the Government of Estonia and the Government of the United States of America, which shall be conducted in accordance with the following provisions:

1. The official exchange office for the transmission of publications of the United States of America is the Smithsonian Institution. The official exchange office on the part of Estonia is the Riigi Raamatukogu (State Library).

2. The exchange sendings shall be received on behalf of the United States by the Library of Congress; on behalf of Estonia by the Riigi Raamatukogu (State Library).

3. The Government of the United States of America shall furnish regularly in one copy a full set of the official publications of its several departments, bureaux, 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 negotiations, any new offices that the Government may create in the future.

4. The Government of Estonia shall furnish regularly in one copy a full set of the official publications of its several departments, bureaux, 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 obliged 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 receipt of your Note, identical in terms to the present communication, the Estonian Government will consider that the foregoing agreement comes into force on the day following its ratification by the President of the Republic of Estonia.

I avail myself of this opportunity to assure you, Monsieur le Chargé d'Affaires, of my high consideration.

K. SELTER

Monsieur WALTER A. LEONARD,
*Chargé d'Affaires a. i.,
of the United States of America,
Tallinn.*

The American Chargé d'Affaires ad interim to the Minister of Foreign Affairs

LEGATION OF THE
UNITED STATES OF AMERICA
Tallinn, December 6, 1938

EXCELLENCY:

With reference to my memorandum of September 20, 1938, and previous correspondence and conversations, and to Your Excellency's Note of today's date (December 6, 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 Estonia, as follows:

There shall be a complete exchange of official publications between the Government of Estonia and the Government of the United States of America, which shall be conducted in accordance with the following provisions:

[For text of provisions, see numbered paragraphs in Estonian note, above.]

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest and most distinguished consideration.

WALTER A. LEONARD
Chargé d'Affaires a. i.

His Excellency KARL SELTER,
Minister for Foreign Affairs,
Tallinn.

LIST NO. 1

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.

AGRICULTURAL DEPARTMENT

Crops and markets, monthly
Department leaflet
Farmers' bulletin, irregular
Journal of agricultural research, semi-monthly
Miscellaneous publications
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 stations 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

CENTRAL STATISTICAL BOARD

Report, annual

CIVIL AERONAUTICS AUTHORITY

CIVIL SERVICE COMMISSION

Official register of the U.S., annual, bound

Report, annual

COMMERCE DEPARTMENT

Annual report of the Secretary of commerce

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

Commerce reports, weekly

Comparative law series, monthly

Foreign commerce and navigation, bound, annual

Monthly summary of foreign commerce

Statistical abstract, annual

Survey of current business

Trade information bulletin

Trade promotion series

*Lighthouses bureau**Maritime inspection and navigation bureau*

Merchant marine statistics, annual

Merchant vessels of the United States, annual

National bureau of standards

Circular

Journal of research, monthly

Technical news bulletin, monthly

Patent office

Official gazette, weekly

Index of trademarks, annual

Index of patents, annual

- 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
Report, annual
- FARM CREDIT ADMINISTRATION
Report, annual
News for farmer cooperatives, monthly
- FEDERAL COMMUNICATIONS COMMISSION
Report, annual
Decisions
- FEDERAL DEPOSIT INSURANCE CORPORATION
- FEDERAL HOME LOAN BANK BOARD
Federal home loan bank review, monthly
- FEDERAL HOUSING ADMINISTRATION
Report, annual
Insured mortgage portfolio, monthly
- FEDERAL POWER COMMISSION
Report, annual
- FEDERAL RESERVE SYSTEM
Federal reserve bulletin, monthly
Report, annual
- FEDERAL TRADE COMMISSION
Report, annual
Decisions, bound
- GENERAL ACCOUNTING OFFICE
Decisions of the comptroller-general, bound
- GOVERNMENT PRINTING OFFICE
Report, annual
Documents office
Documents catalog, biennial
Monthly catalog
- INTERIOR DEPARTMENT
Report, annual (relating chiefly to public lands)
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

- Housing authority*
- Mines bureau*
 - Bulletin
 - Minerals yearbook
 - Technical paper
- National bituminous coal commission*
- National Park service*
- Reclamation bureau*
 - Reclamation era, monthly
- INTERSTATE COMMERCE COMMISSION
 - Report, annual
 - Annual report on statistics of 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
 - Report, annual
 - Children's bureau*
 - Bulletin
 - The Child, monthly news summary
 - Employment services*
 - 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
 - Report, annual, bound
 - Copyright office*
 - Catalog of copyright entries
 - Documents division*
 - Monthly checklist of state publications
 - Legislative reference service*
 - State law index, biennial, bound
- MARITIME COMMISSION
 - Maritime commission reports
 - Report on water-borne foreign commerce, annual
- NATIONAL ACADEMY OF SCIENCES
 - Report, annual
- NATIONAL ADVISORY COMMITTEE FOR AERONAUTICS
 - Report, annual
 - Bibliography of aeronautics, annual
 - Technical reports
- NATIONAL ARCHIVES
 - Report, annual
 - Federal register, bound
- NATIONAL LABOR RELATIONS BOARD
 - Report, annual
 - Decisions
- NATIONAL MEDIATION BOARD
 - Report, annual
- NATIONAL RAILROAD ADJUSTMENT BOARD
 - Awards

NATIONAL RESOURCES COMMITTEE

Reports

NAVY DEPARTMENT

Annual report of the Secretary of the Navy

*Engineering bureau**Hydrographic office*

Publications

*Marine corps**Medicine and surgery bureau*

Naval medical bulletin, quarterly

Annual report of the surgeon general

Naval war college

International law situations, annual, bound

Nautical almanac office

American ephemeris and nautical almanac, annual

American nautical almanac, annual

Navigation bureau

Navy directory, quarterly

Register, 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

RAILROAD RETIREMENT BOARD

Report, annual

RECONSTRUCTION FINANCE CORPORATION

Reports

RURAL ELECTRIFICATION ADMINISTRATION

Report, annual

Rural electrification news, monthly

SECURITIES AND EXCHANGE COMMISSION

Decisions

Report, annual

SMITHSONIAN INSTITUTION

Report, annual

Ethnology bureau

Report, annual

Bulletin

National museum

Report, annual

SOCIAL SECURITY BOARD

Social security bulletin, monthly

Report, annual

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

Report, annual
Miscellaneous series
Reports

TAX APPEALS BOARD

Board of tax appeals reports

TREASURY DEPARTMENT

Annual report on the state of finances
Combined statement of receipts, expenditures, balances, etc.
Treasury decisions, bound
Budget bureau
Budget, annual, bound
Bookkeeping and warrants division
Digest of appropriations, annual
Coast guard
Register, annual
Comptroller of the currency
Report, annual

INTERNAL REVENUE BUREAU

Internal revenue bulletin, weekly
Annual report of the commissioner of internal revenue
Statistics of income
Mint bureau
Report, annual
Narcotics bureau
Procurement division
Public health service
National institute of health bulletin
Public health bulletin, irregular
Public health reports, weekly
Report, annual
Venereal disease information, monthly

VETERANS' ADMINISTRATION

Report, annual
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
Army medical library
Index-catalog
Engineer department
Report of the chief of engineers (incl. commercial statistics of water-borne commerce), annual
Rivers and harbors board. Port series
General staff corps
Insular affairs bureau
Report, annual
Medical department
Report of the surgeon general, annual
Military intelligence division
National guard bureau
Ordnance department
Quartermaster general
Signal office

WORKS PROGRESS ADMINISTRATION

LIST NO. 2

LIST OF ESTONIAN OFFICIAL PUBLICATIONS WHICH ARE TO BE FURNISHED TO THE LIBRARY OF CONGRESS AT WASHINGTON IN ACCORDANCE WITH THE AGREEMENT ON EXCHANGE OF PUBLICATIONS BETWEEN THE GOVERNMENT OF ESTONIA AND THE UNITED STATES; AND LIST OF THE VARIOUS DEPARTMENTS AND INSTITUTIONS OF THE REPUBLIC OF ESTONIA WHICH MAY ISSUE OFFICIAL PUBLICATIONS IN THE FUTURE (MARKED WITH AN ASTERISK).

<i>Name of Government Department or Institution</i>	<i>Estonian Name and English Equivalent</i>
Rahvuskogu (National Constituent Assembly).	Protokollid (Minutes of the National Constituent Assembly).
Riigivolikogu (Chamber of Deputies).	Protokollid (Minutes of the Chamber of Deputies).
Riiginõukogu (National Council).	Protokollid (Minutes of the National Council).
Riigikantselei (State Chancery).	Valitsusasutiste tegevus (Annual Reports on the Activity of Government Institutions).
Riigiraamatukogu (State Library).	Raamatute nimestik (State Library book-catalogues). Riigiraamatukogu Teataja (Bulletin of the State Library).
*Riigiarhiiv ja Arhiivnõukogu (State Archives and Council of the State Archives).	
Statistika Keskbüroo (State Central Bureau of Statistics).	Eesti Statistika (kuukiri) (Monthly Bulletin of the State Central Bureau of Statistics). Aastaraamat (Annual Foreign Trade).
Konjunktuurinstituut (Estonian Institute of Economic Research).	Konjunktuur (Monthly Review).
*Riikliku Propaganda Talitus (State Propaganda Office).	Majandusteated (Economic News).
Riigikontroll (Office of the State Comptroller).	Tegevuse ülevaade (General Annual Report).
HARIDUSMINISTEERIUM (Ministry of Education).	Haridusministeeriumi Teataja (Bulletin of the Ministry).
Teaduse ja Kunsti Osakond (Department of Art and Sciences).	
Kultuurkapitali valitsus (Administration of the Cultural Fund):	Arunanded (Reports).
*Muinsusnõukogu (Council of the Preservation of Antiquities).	Toimetused (Records).
Riiklik Keskarihiiv (State Central Archives):	"Eesti Kool" (The Estonian School).
Kooliosakond (Department of Schools):	
*Kutseoskuse osakond (Department of Professional Education).	Seaduste Kogu (Code of Laws).
*Noorsoo- ja vabaharidusosakond (Department of Youth and Adult Education).	Riigi Teataja (Official Gazette).
KOHTUMINISTEERIUM (Ministry of Justice):	Eesti Vabariigi Lepingud Välisiikidega (Estonian Treaty Series).
Kodifikatsiooniosakond (Department of Codification):	Karistusteated (List of Criminal Offenders).
Vangimajade talitus (Administration of State Prisons):	Riigikohtu otsused (Decisions of the Supreme Court).
Kohtud (Courts of Justice):	

<i>Name of Government Department or Institution</i>	<i>Estonian Name and English Equivalent</i>
MAJANDUSMINISTEERIUM (Ministry of Economic Affairs):	
Rahandusosakond (Treasury Department):	Riigieelarve (The State Budget).
*Kaubandusosakond. Proovikoda. (Department of Commerce. Chamber of Weights and Measures).	
*Tööstusosakond. Patendiamet. (Department of Industries. State Patent Office).	
*Maksudetalitus (Department of Taxes).	
*Eesti Rahvuslik Jõukomitee (National Power Committee of Estonia).	
*Loodusvarade Instituut (Institute for Investigation of Natural Resources).	
Eesti Pank (The Bank of Estonia):	Aruanded (Weekly Balance Sheets) Aastaraamat (Year Book). Aruanded (Annual Reports).
Eesti Maapank (The Land Bank of Estonia):	
Pikalaenupank (National Mortgage Bank of Estonia):	Aruanded (Annual Reports).
*Riigitrükikoda (State Printing Office).	
PÕLLUTÖÖMINISTEERIUM (Ministry of Agriculture):	
Katastri- ja Maakorraldusosakond (Department of Conveyances and Agrarian Organization):	Sisevete uurimise aastaraamat (Year Book on investigation of inland waterways).
*Põllumajandusosakond (Department of Agricultural Economics):	
*Piimasaaduste väljaveo kontrolljaam (Station for the Control of the Exports of Dairy Products).	
*Taimekaitse- ja seemnekontrollamet (Division of Plant Protection and Seed Control).	
*Riigi Põllutöökatejaam (Agricultural Experimental Station).	
*Veterinaartalitus (Veterinary Department).	
*Riigimetsade Talitus (State Forestry Department).	
SOTSIAALMINISTEERIUM (Ministry of Labor and Social Welfare);	Tervishoiupersonaali, tervishoiuasutiste ja apteekide nimestik (List of Medical Practitioners, Hospitals and Public Dispensaries in Estonia).
Tervishoiu- ja hoolekandetalitus (Department of Health and Social Welfare):	
Farmaatsia osakond (Department of Pharmacy).	
Loodushoiu- ja Turismi-Instituut (National Trust of Estonia and Travel Association).	Looduskaitse Teated (Nature Protection News) Turismi Teated (Tourist News).
Töökaitse- ja Sotsiaalkindlustusosakond (Department of Labour Protection and Social Insurance):	Töökaitse Teated (Labour Protection Review).
SISEMINISTEERIUM (Ministry of the Interior):	
*Omavalitsuste Talitus (Department of Local Governments).	
*Politseitalitus (Police Department)	
*Piirivalvetalitus (Frontier Patrol Department).	
SÕJAMINISTEERIUM (Ministry of War):	
*Sõjavägede staap (Army Staff).	
*Kaitseliit (Civil Guards League).	

<i>Name of Government Department or Institution</i>	<i>Estonian Name and English Equivalent</i>
TEEDEMINISTEERIUM (Ministry of Communications):	
*Ehitusosakond (Department of Constructions).	
*Maanteede Talitus (Administration of Highways).	
Posti-, Telegraafi-Telefoni Talitus (Postal, Telegraph and Telephone Administration):	Posti-, telefoni-, telegrafii ja raadioasutiste nimestik (List of Post, Telegraph and Telephone Offices and Radio Stations). Postiametkonna tegevus (Reports on Activities of Postal, Telegraph and Telephone offices and Radio stations).
Raudteede Talitus (Administration of State Railways):	Riigi raudteede tegevuse ülevaade (Report on Activities of State Railways).
Veeteede Talitus (Administration of Waterways):	Eesti laevade register (Estonian Ships Register). Eesti tuletornide ja meremärkide nimestik (List of Estonian Buoys and Light-houses).
*Õhusõidu osakond (Department of Air Navigation).	
*Riigiringhääling (State Broadcasting).	
VÄLISMINISTEERIUM (Ministry for Foreign Affairs):	Corps Diplomatique à Tallinn. Eesti Vabariigi esindajad välismaal (Estonian Representatives Abroad).
TARTU ULIKOOL (The Tartu University):	Loengute kava (Schedule of Lectures). Toimetused (Academical Publications).
TALLINNA TEHNIKAULIKOOL (The Tallinn Technical University):	Loengute kava (Schedule of Lectures). Toimetused (Academical Publications).
*RIIKLIK KATSEKODA (Government Bureau for Testing Materials).	

Ethiopia

COMMERCE

Treaty signed at Addis Ababa December 27, 1903

Senate advice and consent to ratification March 12, 1904

Ratified by the President of the United States March 17, 1904

Effective from March 17, 1904

Ratification notified to the King of Ethiopia August 2, 1904

Proclaimed by the President of the United States September 30, 1904

Expired March 17, 1914

33 Stat. 2254; Treaty Series 439

TREATY OF COMMERCE

[TRANSLATION]

His Majesty Menelik II, King of Kings of Ethiopia, and the United States of America, having agreed to regulate the commercial relations between the two countries and develop them, and render them more and more advantageous to the two contracting Powers:

His Majesty Menelik II, King of Kings of Ethiopia, in the name of the Empire, and Robert P. Skinner, in the name of the United States of America, have agreed and stipulated that which follows:

ARTICLE I

The citizens of the two Powers, like the citizens of other countries, shall be able freely to travel and to transact business throughout the extent of the territories of the two contracting Powers, while respecting the usages and submitting themselves to the tribunals of the countries in which they may be located.

ARTICLE II

In order to facilitate commercial relations, the two Governments shall assure, throughout the extent of their respective territories, the security of those engaged in business therein, and of their property.

ARTICLE III

The two contracting Governments shall reciprocally grant to all citizens of the United States of America and to the citizens of Ethiopia, all the advantages which they shall accord to other Powers in respect to customs duties, imposts and jurisdiction.

ARTICLE IV

Throughout the extent of the Ethiopian Empire, the citizens of the United States of America shall have the use of the telegraphs, posts and all other means of transportation upon the same terms as the citizens of other Powers.

ARTICLE V

In order to perpetuate and strengthen the friendly relations which exist between Ethiopia and the United States of America, the two Governments agree to receive reciprocally, representatives acceptable to the two Governments. These representatives shall not however, be maintained at their posts, unless they are agreeable to the receiving Power, in such cases, they shall be replaced.

ARTICLE VI

The duration of the present treaty shall be ten years. It is understood that at the expiration of these ten years the two Governments shall be able to modify all or any part of this treaty. The Government which shall request at that time the modification, shall make its proposal to the other Government one year before the expiration of the treaty.

ARTICLE VII

The present treaty shall take effect if ratified by the Government of the United States, and if this ratification shall be notified to His Majesty Menelik II, King of Kings of Ethiopia, within the period of one year.

His Majesty Menelik II, King of Kings of Ethiopia, in the name of his Empire; Robert P. Skinner in virtue of his full powers, in the name of the United States of America, have signed the present treaty, written in double text, Amharic and French, and in identical terms.

Done at Addis-Ababa, this seventeenth day of December, one thousand eight hundred and ninety-six in the year of grace (corresponding to December twenty-seventh, 1903).

ROBERT P. SKINNER
[Seal of MENELIK II]

COMMERCE

Treaty signed at Addis Ababa June 27, 1914

Senate advice and consent to ratification September 15, 1914

Ratified by the President of the United States September 19, 1914

Effective from September 19, 1914

Ratification notified to Prince Lidj Yassou December 20, 1914

Proclaimed by the President of the United States August 9, 1920

Modified by agreement of May 4 and July 4, 1946¹

Replaced October 8, 1953, by treaty of September 7, 1951²

41 Stat. 1711; Treaty Series 647

TREATY OF COMMERCE

His Royal Highness, Prince Lidj Yassou, successor of Menelik II, King of Kings of Ethiopia and the United States of America, having agreed to regulate the commercial relations between the two countries and develop them, and render them more and more advantageous to the two contracting Powers:

His Royal Highness, Prince Lidj Yassou in the name of the Empire and John Q. Wood, in the name of the United States of America, have agreed and stipulated that which follows:

ARTICLE I

The citizens of the two Powers, like the citizens of other countries, shall be able freely to travel and to transact business throughout the extent of the territories of the two contracting Powers.

ARTICLE II

In order to facilitate commercial relations, the two Governments shall assure, throughout the extent of their respective territories, the security of those engaged in business therein, and of their property.

ARTICLE III

The two contracting Governments shall reciprocally grant to all citizens of the United States of America and to the citizens of Ethiopia, all the advan-

¹ TIAS 1572, *post*, p. 676.

² 4 UST 2134; TIAS 2864.

tages which they shall accord to the most favored Power in respect to customs duties, imposts and jurisdiction.

ARTICLE IV

Throughout the extent of the Ethiopian Empire, the citizens of the United States of America shall have the use of the telegraphs, posts and all other means of transportation upon the same terms as the citizens of Ethiopia or of the most favored foreign Power.

ARTICLE V

In order to perpetuate and strengthen the friendly relations which exist between Ethiopia and the United States of America, the two Governments agree to receive reciprocally, representatives acceptable to the two Governments; Diplomatic representatives appointed by either Government who are not acceptable to the Government to which they are accredited shall be replaced.

ARTICLE VI

This treaty shall continue in force for a period of four years after the date of its ratification by the Government of the United States. If neither of the contracting parties, one year before the expiration of that period, notifies officially its determination to terminate the treaty, it shall remain in force for a further period of ten years; and so on thereafter unless notice is given officially by one of the contracting Powers, one year before the expiration of said period, of its intention to terminate said treaty.

ARTICLE VII

The present treaty shall take effect if ratified by the Government of the United States, and if this ratification shall be notified to His Royal Highness Prince Lidj Yassou, successor of Menelik II, King of Kings of Ethiopia within the period of six months.

His Royal Highness Prince Lidj Yassou in the name of his Empire; and John Q. Wood in virtue of his full powers, in the name of the United States of America, have signed the present treaty, written in double text, Amharic and English and in identical terms.

Done at Addis-Abeba, this twenty seventh day of June, one thousand nine hundred and fourteen, in the year of our Lord.

JOHN Q. WOOD
[Seal of Prince LIDJ YASSOU]

ARBITRATION

Treaty signed at Addis Ababa January 26, 1929

Senate advice and consent to ratification May 22, 1929

Ratified by the President of the United States May 28, 1929

Ratifications exchanged at Addis Ababa August 5, 1929

Entered into force August 5, 1929

Proclaimed by the President of the United States August 7, 1929

46 Stat. 2357; Treaty Series 799

TREATY OF ARBITRATION

The President of the United States of America and His Majesty, King Tafari, Heir Apparent to the Throne and Regent Plenipotentiary of the Empire of Ethiopia, on behalf of Her Imperial Majesty, Zeoditu, Empress of Ethiopia, and of himself,

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 designated as their respective Plenipotentiaries:

The President of the United States of America; Mr. Addison E. Southard, Minister Resident and Consul General of the United States of America in Ethiopia;

His Majesty, King Tafari, Heir Apparent to the Throne and Regent Plenipotentiary of the Empire of Ethiopia, on behalf of Her Imperial Majesty, Zeoditu, Empress of Ethiopia, and of himself;

Who, having communicated to one another their full powers found to be in good and due form, have agreed upon and conducted 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, 1907,¹ 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 Ethiopia 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 Ethiopia in accordance with the Covenant of the League of Nations.²

ARTICLE III

The present treaty shall be ratified by the President of the United States of America by and with the advice and consent of the Senate thereof and by His Majesty, King Tafari, Heir Apparent to the Throne and Regent Plenipotentiary of the Empire of Ethiopia, on behalf of Her Imperial Majesty, Zeoditu, Empress of Ethiopia, and of himself, in accordance with Ethiopian constitutional law.

The ratifications shall be exchanged at Addis Ababa as soon as possible, and the treaty shall take effect on the date of the exchange of ratifications. It

¹ TS 536, *ante*, vol. 1, p. 577.

² *Ante*, vol. 2, p. 48.

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 Amharic languages, and hereunto affix their seals.

Done in duplicate at Addis Ababa on the twenty-sixth day of January, in the year of our Lord nineteen hundred and twenty-nine.

(English text signed)	ADDISON E. SOUTHARD	[SEAL]
(Amharic text signed)	TAFARI	[SEAL]

CONCILIATION

Treaty signed at Addis Ababa January 26, 1929

Senate advice and consent to ratification May 22, 1929

Ratified by the President of the United States May 28, 1929

Ratifications exchanged at Addis Ababa August 5, 1929

Entered into force August 5, 1929

Proclaimed by the President of the United States August 7, 1929

46 Stat. 2368; Treaty Series 800

TREATY OF CONCILIATION

The President of the United States of America and His Majesty, King Tafari, Heir Apparent to the Throne and Regent Plenipotentiary of the Empire of Ethiopia, on behalf of Her Imperial Majesty, Zeoditu, Empress of Ethiopia, and of himself, 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.

The President of the United States of America has appointed as his plenipotentiary Mr. Addison E. Southard, Minister Resident and Consul General of the United States of America in Ethiopia.

His Majesty, King Tafari, Heir Apparent to the Throne and Regent Plenipotentiary of the Empire of Ethiopia, has been designated plenipotentiary to sign and ratify on behalf of Her Imperial Majesty, Zeoditu, Empress of Ethiopia, and of himself.

They, 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

Any disputes arising between the Government of the United States of America and the Government of Ethiopia of whatever nature they may be, shall, when ordinary diplomatic proceedings have failed and the High Contracting Parties do not have recourse to adjudication by a competent tribunal, be submitted for investigation and report to a Permanent International Commission constituted in the manner prescribed in the next succeeding Article; the High Contracting Parties agree not to declare war or begin hostilities during such investigation and before the report is submitted.

ARTICLE II

The International Commission shall be composed of five members, to be appointed as follows: One member shall be chosen from each country, by the Government thereof; one member shall be chosen by each Government from some third country; the fifth member shall be chosen by common agreement between the two Governments, it being understood that he shall not be a citizen of either country. The expenses of the Commission shall be paid by the two Governments in equal proportions.

The International Commission shall be appointed within six months after the exchange of ratifications of this treaty; and vacancies shall be filled according to the manner of the original appointment.

ARTICLE III

In case the High Contracting Parties shall have failed to adjust a dispute by diplomatic methods, and they do not have recourse to adjudication by a competent tribunal, they shall at once refer it to the International Commission for investigation and report. The International Commission may, however, spontaneously by unanimous agreement offer its services to that effect, and in such case it shall notify both Governments and request their cooperation in the investigation.

The High Contracting Parties agree to furnish the Permanent International Commission with all the means and facilities required for its investigation and report.

The report of the Commission shall be completed within one year after the date on which it shall declare its investigation to have begun, unless the High Contracting Parties shall shorten or extend the time by mutual agreement. The report shall be prepared in triplicate; one copy shall be presented to each Government, and the third retained by the Commission for its files.

The High Contracting Parties reserve the right to act independently on the subject matter of the dispute after the report of the Commission shall have been submitted.

ARTICLE IV

The present treaty shall be ratified by the President of the United States of America by and with the advice and consent of the Senate thereof, and by His Majesty, King Tafari, Heir Apparent to the Throne and Regent Plenipotentiary of the Empire of Ethiopia, on behalf of Her Imperial Majesty, Zeoditu, Empress of Ethiopia, and of himself, in accordance with Ethiopian constitutional law.

The ratifications shall be exchanged at Addis Ababa 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 Amharic languages, and hereunto affix their seals.

Done in duplicate at Addis Ababa on the twenty-sixth day of January, in the year of our Lord nineteen hundred and twenty-nine.

(English text signed) ADDISON E. SOUTHARD [SEAL]

(Amharic text signed) TAFARI [SEAL]

LEND-LEASE ¹

*Agreement and exchange of notes signed at Washington August 9, 1943
Entered into force August 9, 1943*

57 Stat. 1043; Executive Agreement Series 334

AGREEMENT BETWEEN THE GOVERNMENTS OF THE UNITED STATES OF AMERICA AND ETHIOPIA ON THE PRINCIPLES APPLYING TO MUTUAL AID IN THE PROSECUTION OF THE WAR AGAINST AGGRESSION

Whereas the Governments of the United States of America and Ethiopia 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 as a signatory of the Declaration by United Nations of January 1, 1942 ² and the Government of Ethiopia as an adherent to that Declaration 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; ³

And whereas the President of the United States of America has determined, pursuant to the Act of Congress of March 11, 1941, ⁴ that the defense of Ethiopia 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 Ethiopia aid in resisting aggression;

And whereas it is expedient that the final determination of the terms and conditions upon which the Government of Ethiopia 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 bene-

¹ See also lend-lease settlement agreement of May 20, 1949 (TIAS 1931), *post*, p. 678.

² EAS 236, *ante*, vol. 3, p. 697.

³ EAS 236, *ante*, vol. 3, p. 686.

⁴ 55 Stat. 31.

fits which will be in the mutual interests of the United States of America and Ethiopia and will promote the establishment and maintenance of world peace;

And whereas the Governments of the United States of America and Ethiopia 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 Ethiopia 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 Ethiopia 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 Ethiopia 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 Ethiopia 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 Ethiopia.

ARTICLE IV

If, as a result of the transfer to the Government of Ethiopia 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 Ethiopia will take such action or make such payment when requested to do so by the President of the United States of America.

ARTICLE V⁵

The Government of Ethiopia 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 Ethiopia full cognizance shall be taken of all property, services, information, facilities, or other benefits or considerations provided by the Government of Ethiopia subsequent to March 11, 1941, and accepted or acknowledged by the President on behalf of the United States of America.

ARTICLE VII⁵

In the final determination of the benefits to be provided to the United States of America by the Government of Ethiopia 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 Ethiopia, 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 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.

⁵ For an understanding with respect to arts. V and VII, see exchange of notes, p. 671.

Signed and sealed at Washington in duplicate this ninth day of August, 1943.

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 Ethiopia:

Y. DERESSA [SEAL]

Vice-Minister of Finance of Ethiopia

EXCHANGE OF NOTES

The Secretary of State to the Ethiopian Vice Minister of Finance

DEPARTMENT OF STATE

WASHINGTON

August 9, 1943

EXCELLENCY:

I have the honor to refer to the conversations that have occurred between the representatives of our two Governments in connection with the agreement signed at Washington on this day, between the Government of the United States of America and the Government of Ethiopia on the principles applying to aid under the Act of March 11, 1941, and to set forth my understanding of the accord reached with particular reference to Articles V and VII of the agreement as follows:

1. It is agreed that if substantial amounts of materials or assistance furnished or to be furnished under the Act of March 11, 1941 or otherwise, by any Agency of the United States Government without current payment by the Government of Ethiopia have been or shall be employed by either of our two Governments, during the present war, in the construction of any installations on Ethiopian territory, the disposition of such installations remaining on Ethiopian territory after the present war shall be governed by an agreement or agreements to which both our Governments shall be parties. Such agreement or agreements shall make appropriate provision for the future ownership and operation of the installation or installations in question, and for the payments or other benefits to be received by the Government of the United States on account of its contribution to their cost. The governing purpose of such agreement or agreements shall be to carry out in practice, in whatever way may then appear to be most effective, the principles of the Joint Declaration of August 14, 1941, known as the Atlantic Charter, and in particular point Fourth thereof relating to the enjoyment by all States of access on equal terms to the trade and to the raw materials of the world.

If such agreement in the case of any installation is not reached within a reasonable time after the end of the present emergency, as determined by the President of the United States of America, the Government of the United States may withdraw that installation, or the parts thereof which it shall have contributed, whether located on private or on public land, doing no unnecessary damage in the process, and leaving the land involved in a safe condition.

2. The other obligations of our two Governments in respect of mutual aid will be satisfied in accordance with the provisions of the agreement signed this day.

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

CORDELL HULL
*Secretary of State of the
United States of America*

His Excellency
YILMA DERESSA,
*Vice-Minister of Finance of Ethiopia,
Washington, D.C.*

The Ethiopian Vice Minister of Finance to the Secretary of State

WASHINGTON
August 9, 1943

SIR:

I have the honor to refer to the conversations that have occurred between the representatives of our two Governments in connection with the agreement signed at Washington on this day, between the Government of Ethiopia and the Government of the United States of America on the principles applying to aid under the Act of March 11, 1941, and to set forth my understanding of the accord reached with particular reference to Articles V and VII of the agreement as follows:

1. It is agreed that if substantial amounts of materials or assistance furnished or to be furnished under the Act of March 11, 1941 or otherwise, by any Agency of the United States Government without current payment by the Government of Ethiopia have been or shall be employed by either of our two Governments, during the present war, in the construction of any installations on Ethiopian territory, the disposition of such installations remaining on Ethiopian territory after the present war shall be governed by an agreement or agreements to which both our Governments shall be parties. Such agreement or agreements shall make appropriate provision for the

future ownership and operation of the installation or installations in question, and for the payments or other benefits to be received by the Government of the United States on account of its contribution to their cost. The governing purpose of such agreement or agreements shall be to carry out in practice, in whatever way may then appear to be the most effective, the principles of the Joint Declaration of August 14, 1941, known as the Atlantic Charter, and in particular point Fourth thereof relating to the enjoyment by all States of access on equal terms to the trade and to the raw materials of the world. If such agreement in the case of any installation is not reached within a reasonable time after the end of the present emergency, as determined by the President of the United States of America, the Government of the United States may withdraw that installation, or the parts thereof which it shall have contributed, whether located on private or on public land, doing no unnecessary damage in the process, and leaving the land involved in a safe condition.

2. The other obligations of our two Governments in respect of mutual aid will be satisfied in accordance with the provisions of the agreement signed this day.

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

Y. DERESSA
*Vice-Minister of Finance
of Ethiopia*

The Honorable
CORDELL HULL,
*Secretary of State,
Washington, D.C.*

GIFT OF FOREIGN SERVICE ESTABLISHMENT

*Exchange of notes at Addis Ababa and Washington August 24 and
November 28, 1944*

Entered into force November 28, 1944

*Department of State Bulletin,
December 3, 1944, p. 654*

The Emperor of Ethiopia to the President of the United States

THE IMPERIAL PALACE
ADDIS ABABA, 24th August, 1944

GREAT AND GOOD FRIEND:

It gives us great pleasure to give over to you as Chief of the great and friendly Power, the United States of America, in fee absolute and in full and complete title and possession, the realty and premises, together with all appurtenances thereto and furnishings and moveables located thereon, on which is situated at Addis Ababa the Legation of the United States of America, together with certain additional realty specified in an attached document and deemed to be necessary and proper in order to provide an appropriate residence for the diplomatic representative of a Power so highly esteemed as is the Nation of which you are the Chief.

In giving over this property, it is Our pleasure to be giving personally to you and through you to the American Nation, ancestral property of the Royal Family. May the measure of Our particular attachment to it serve to indicate in a small way, the measure of Our attachment and the attachment of Our people, to that great Power which has ever stood by Us and Our Nation in the hour of need, and to its esteemed Chief, the President of the United States of America.

Your good Friend,

HAILE SELASSIE I, K. of K.

The President of the United States to the Emperor of Ethiopia

NOVEMBER 28, 1944

GREAT AND GOOD FRIEND:

I have received with very great appreciation your generous letter of August 24, 1944, in which Your Majesty has graciously conveyed to the United

States of America absolute title and possession of property situated in Addis Ababa, together with all appurtenances, furnishings, and valuables located thereon, and certain additional realty deemed to be necessary and appropriate to the representation of the United States in Ethiopia.

In the name of the United States I accept these gifts in the same cordial spirit of friendship in which they have been offered, and I welcome this added testimonial of the attachment that so happily binds our two peoples together in bonds of permanent understanding and mutual respect.

Your Good Friend,

FRANKLIN D. ROOSEVELT

SPECIAL TARIFF POSITION OF PHILIPPINES

Exchange of notes at Washington May 4 and July 4, 1946

Entered into force July 4, 1946

Became obsolete upon entry into force of treaty of amity and economic relations of September 7, 1951¹

61 Stat. 2444; Treaties and Other
International Acts Series 1572

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

DEPARTMENT OF STATE
WASHINGTON

May 4 1946

SIR:

With reference to the forthcoming independence of the Philippines on July 4, 1946, my Government considers that provision for a transitional period for dealing with the special tariff position which Philippine products have occupied for many years in the United States is an essential accompaniment to Philippine independence. Accordingly, under the Philippine Trade Act approved April 30, 1946,² goods the growth, produce or manufacture of the Philippines will enter the United States free of duty until 1954, after which they will be subject to gradually and regularly increasing rates of duty or decreasing duty-free quotas until 1974 when general rates will become applicable and all preferences will be completely eliminated.

Since the enactment of the Philippine Independence Act approved March 24, 1934,³ my Government has foreseen the probable necessity of providing for such a transitional period and has since then consistently excepted from most-favored-nation obligations which it has undertaken toward foreign governments advantages which it might continue to accord to Philippine products after the proclamation of Philippine independence. Some thirty instruments in force with other governments, for example, permit the continuation of the exceptional tariff treatment now accorded by my Government to Philippine products, irrespective of the forthcoming change in the Commonwealth's political status.

¹ 4 UST 2134; TIAS 2864.

² 60 Stat. 141.

³ 48 Stat. 456.

With a view, therefore, to placing the relations between the United States and Ethiopia upon the same basis, with respect to the matters involved, as the relations existing under the treaties and agreements referred to in the preceding paragraph, my Government proposes that the most-favored-nation provisions of the Treaty of Commerce between the United States and Ethiopia signed June 27, 1914,⁴ shall not be understood to require the extension to Ethiopia of advantages accorded by the United States to the Philippines.

In view of the imminence of the inauguration of an independent Philippine Government, I should be glad to have the reply of your Government to this proposal at an early date.

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

DEAN ACHESON
Acting Secretary of State

Mr. GETAHOUN TESEMMA,
Chargé d'Affaires ad interim of Ethiopia.

The Ethiopian Minister to the Under Secretary of State

IMPERIAL ETHIOPIAN LEGATION
WASHINGTON, D.C.

No: 2318/GO/2

JULY 4, 1946

SIR:

With reference to your Note of the 4th May last and subsequent reply No:2073/GO/2 of the 10th May, I have the honour to inform you that the Imperial Ethiopian Government are in agreement that the most-favored-nation provisions of the Treaty of Commerce between the United States and Ethiopia signed June 27, 1914, shall not be understood to require the extension to Ethiopia of advantages accorded by the United States to the Philippines.

I avail myself of this opportunity to express to you, Sir, the assurances of my highest consideration.

RAS H. S. IMRU
Minister

Honourable DEAN ACHESON
Under-Secretary of State
Department of State
Washington, D.C.

⁴ TS 647, *ante*, p. 660.

LEND-LEASE SETTLEMENT

Agreement signed at Addis Ababa May 20, 1949
Entered into force May 20, 1949

63 Stat. 2446; Treaties and Other
International Acts Series 1931

AGREEMENT ON LEND LEASE SETTLEMENT BY AND BETWEEN ETHIOPIA AND THE UNITED STATES OF AMERICA

The Government of the United States of America and the Imperial Government of Ethiopia,

Having reached an understanding regarding settlement of lend-lease and reciprocal aid and of financial claims of each Government against the other Government arising out of World War II;

Having decided that this settlement shall be complete and final and that no further benefits shall be sought as consideration for lend-lease or reciprocal aid or for the settlement of claims or other obligations arising out of the war, except as herein specifically provided;

Having taken full cognizance of the benefits already received by each of them in the defeat of their common enemies and having also taken full cognizance of the general obligation assumed by each of them, in Article VII of their Agreement of August 9, 1943,¹ on the Principles Applying to Mutual Aid under the Act of March 11, 1941,² of the Congress of the United States of America;

Being desirous of continuing to discuss arrangements for agreed action for the attainment of the economic objectives referred to in Article VII of the Agreement of August 9, 1943;

Have agreed as follows:

ARTICLE 1

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:

¹ EAS 334, *ante*, p. 668.

² 55 Stat. 31.

- (a) to the Imperial Government of Ethiopia, or
- (b) to any other government and retransferred to the Imperial Government of Ethiopia.

ARTICLE 2

(a) The Imperial Government of Ethiopia will pay to the Government of the United States of America the sum of \$200,000 (two hundred thousand U.S. Dollars) by any of the following methods, or any combination thereof, designated by the Government of the United States of America:

- (i) by providing for delivery to the Government of the United States of America real property and improvements to real property in Ethiopia as selected and determined by agreement between the two Governments; or
- (ii) by providing against request Ethiopian dollars for expenditure by the Government of the United States of America, or by such foundation, person or organization as the United States may designate, in accordance with agreements to be reached between the two Governments for carrying out educational and cultural programs of benefit to the two countries; or
- (iii) by providing against request Ethiopian dollars for the payment of any or all expenditures in Ethiopia of the Government of the United States and its agencies; or
- (iv) by paying, within five (5) years and ninety (90) days after the date of this Agreement, in United States dollars the difference between \$200,000 and the United States dollar value of the payments made under sub-sections (i), (ii), and (iii) above during the five (5) years following the date of this Agreement.

(b) The exchange rate applicable to payments under the provisions of paragraph (a) of this Article shall be that established by the International Monetary Fund which is in effect at the time of payment, provided that, if no such rate exists, the rate shall be that rate most favorable to the Government of the United States of America which was used in any official transaction of the Imperial Government of Ethiopia with any party in the preceding twelve months' period.

(c) The Imperial Government of Ethiopia agrees to use its best efforts to deliver without undue delay to the Government of the United States of America any real property or improvements to real property which have been selected and determined by representatives of the two Governments, pursuant to paragraph (a) (i) above. Representatives of the Government of the United States of America may, at their discretion, conduct discussion directly with property owners and contractors regarding the acquisition of such property or improvements by the Imperial Government of Ethiopia

for delivery to the Government of the United States of America. But no such discussions shall give rise to any obligations whatsoever on the part of the Imperial Government of Ethiopia.

ARTICLE 3

(a) The Imperial Government of Ethiopia hereby acquires full title, without qualification as to disposition or use, to all lend-lease articles transferred to the Imperial Government of Ethiopia, except lend-lease articles now in the possession or control of the Armed Forces of the Imperial Government of Ethiopia.

(b) The Government of the United States of America hereby acquires full title, without qualification as to disposition or use, to all articles transferred to the Government of the United States of America by the Imperial Ethiopian Government under reciprocal aid.

ARTICLE 4

Under Article V of the Agreement of August 9, 1943, the Government of the United States of America has the right to recover at the end of the present emergency, as determined by the President of the United States of America, such defense articles transferred under that Agreement as have not been destroyed, lost, or consumed and as shall be determined by the President to be of use to the United States of America. Although the Government of the United States of America does not intend to exercise generally this right of recapture, the Government of the United States of America expressly reserves such right with respect to lend-lease articles of types essentially or exclusively for use in war or warlike exercises now in the possession or control of the Armed Forces of the Imperial Government of Ethiopia; and the Imperial Government of Ethiopia hereby agrees that the Government of the United States of America at any time hereafter may exercise this right of recapture with respect to lend-lease articles of types essentially or exclusively for use in war or warlike exercises now in the possession or control of the Armed Forces of the Imperial Government of Ethiopia which, as of the date upon which notice requesting return is communicated to the Imperial Government of Ethiopia, have not been destroyed, lost, or consumed.

ARTICLE 5

The Imperial Government of Ethiopia will not transfer or dispose of lend-lease articles in the categories of arms, munitions and other lethal weapons now in the possession or control of its Armed Forces to any third country

without the prior consent of the Government of the United States of America.

ARTICLE 6

Nothing in this Agreement affects the obligation of the Imperial Government of Ethiopia in connection with silver transferred to it by the Government of the United States of America under lend-lease.

ARTICLE 7

Financial claims between the two Governments arising out of existing arrangements, where the liability for payment has heretofore been acknowledged and the methods of computation mutually agreed, are not covered by this settlement as they will be settled in accordance with such arrangements. Likewise claims submitted in accordance with the practice whereby one Government espouses a claim of one of its nationals and presents it through diplomatic channels to the other Government are not covered by this settlement. In consideration of the mutual undertakings described in this Agreement, and with the objective of arriving at as comprehensive a settlement as possible, all other financial claims whatsoever of one Government against the other which (i) have heretofore arisen, or hereafter arise out of lend-lease or reciprocal aid, or (ii) otherwise arose on or after September 3, 1939, and prior to September 2, 1945, out of or incidental to the conduct of World War II, and which are not otherwise dealt with in this Agreement, are hereby waived, and neither Government will hereafter raise or pursue any such claims against the other.

ARTICLE 8

The Government of the United States of America and the Imperial Government of Ethiopia reaffirm their adherence to Articles IV and VII of their Agreement dated August 9, 1943, and in connection with Article VII, agree to confer together with other governments in the near future in order to bring about 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; the elimination of all forms of discriminatory treatment in international commerce; and the reduction of tariffs and other trade barriers. Pending such a conference, the two Governments declare it to be their policy to avoid the adoption of new measures affecting international trade, payments, or investments which would prejudice the objectives of such a conference. Furthermore, the Government of the United States of America and

the Imperial Government of Ethiopia agree to afford to each other adequate opportunity for consultation regarding measures falling within the scope of this paragraph.

This Agreement shall enter into force on the day it is signed.

Signed in duplicate at Addis Ababa this Twentieth day of May, nineteen hundred and forty-nine.

For the Imperial Government of Ethiopia

DERESSA

[SEAL]

For the Government of the United States of America

DONALD F BIGELOW

*Chargé d'Affaires ad interim of
the United States of America at
Addis Ababa*

Fiji Islands

COMMERCE, CONSULAR RIGHTS, SHIPPING

*Regulations signed June 10, 1840*¹

*Obsolete*²

4 Miller 275

FEEJEE REGULATIONS

Commercial Regulations made by the Kings and Principal Chiefs of the Feejee group of Islands, after full consideration in Council on the Tenth day of June, 1840.

ARTICLE 1

All foreign Consuls duly appointed and received in the Feejee group of Islands shall be protected and respected both in their persons and property; and all foreigners obtaining the consent of the Government, and conforming to the laws, shall receive the protection of the King and Chiefs.

ARTICLE 2

All foreign vessels shall be received into the ports and harbours of the Feejees for the purpose of obtaining supplies and for commerce, and with their officers and crews, so long as they shall comply with these regulations, and behave themselves peaceably, shall receive the protection of the King and Chiefs.

¹ These regulations, though perhaps not technically constituting an international agreement, are included because of their historical interest and because "they treat of matters which are frequently the subject of conventions, . . . they undoubtedly were regarded by the native chiefs who signed them as being of a promissory nature; and, indeed, they contain clauses reading somewhat like mutual promises" (4 Miller 279). See 4 Miller 275 for an explanation of various places and dates of signature and for other notes on this document.

² Fiji came under British rule in 1874.

ARTICLE 3

The fullest protection shall be given to all foreign ships and vessels which may be wrecked, and any property saved shall be taken possession of by the Master of the Vessel, who will allow a salvage or portion of the property so saved to those who may aid in saving and protecting the same, and no embezzlement will be permitted under any circumstances whatever. The effects of all persons deceased shall be given up to the Consul of the Nation to which they may have belonged.

ARTICLE 4

Any person guilty of the crime of Murder upon any foreigner shall be given up without delay to the Commander of any Public Vessel of the Nation to which the deceased may belong, upon his demanding the same, or be punished on shore.

ARTICLE 5

Every vessel shall pay a port charge of Three Dollars for Anchorage to the King, before she will be allowed to receive refreshments on board, and shall pay for pilotage in and out the sum of Seven Dollars, before she leaves the harbor; and Pilots shall be appointed subject to the approval of the Consuls.

ARTICLE 6

All trading in spirituous liquors, or landing the same is strictly forbidden. Any person offending shall pay a fine of Twenty-five Dollars, and the Vessel to which he belongs shall receive no more refreshments. Any spirituous liquors found on shore shall be seized and destroyed.

ARTICLE 7

All deserters from Vessels will be apprehended, and a reward paid of Eight Dollars, viz;—Five Dollars to the person who apprehended him, and Three Dollars to the Chief of the district in which he may be apprehended, on his delivery to the proper officer of the Vessel. No Master shall refuse to receive such deserter under a penalty of Twenty-five Dollars. Deserters taken after the Vessel has sailed shall be delivered up to the Consul to be dealt with as he may think fit. Any person who entices another to desert, secretes a deserter, or in any way assists him shall be subject to a penalty of Five Dollars.

ARTICLE 8

Any seaman remaining on shore after Nine o'clock at night, shall be made a prisoner of until the next morning, when he shall be sent on board and shall pay a fine of Five Dollars.

ARTICLE 9

Should the Master of any Vessel refuse to comply with any of these regulations, a statement of the case shall be furnished to the Consul of the Nation to which he belongs and redress sought from thence.

ARTICLE 10

All Magistrates or Chiefs of Districts, when vessels or boats may visit, shall enforce the regulations and rules relative to the apprehension of Deserters, or pay such a fine as the Principal Chief shall impose.

ARTICLE 11

These regulations shall be printed, promulgated, and a Copy furnished to the Master of each vessel visiting these Islands.

Done in council by the Principal Kings and Chiefs of the Feejee Group this 10th day of June, A.D., 1840.³

The foregoing rules and regulations having been signed by the King and Chiefs in my presence, and submitted to me, I consider them just and proper, and shall forward to the American government a Copy of the same for the information of all Masters of Vessels visiting the Feejee group of Islands.

UNITED STATES SHIP VINCENNES,	CHARLES WILKES,
HARBOUR OF BAU,	<i>Commanding U. States</i>
June 10, 1840.	<i>Exploring Expedition</i>

In presence of

WILLIAM L. HUDSON
Commanding U.S. Ship Peacock

CADR. RINGGOLD
Commanding U.S. Brig Porpoise

R. R. WALDRON
U. States' Navy

B. VANDERFORD, *Pilot*

³ The Fijian text was signed by all the principal chiefs (4 Miller 279).

CLAIMS

*Engagement signed on board United States sloop of war "John Adams",
Levuka Harbor, Ovalau, Fiji Islands, October 23, 1855
Obsolete*¹

7 Miller 283

I, Tui Viti, and Chief of Bau, promise to pay John B. Williams, U.S. Commercial Agent, in twelve months from this date, with interest, Fifteen thousand dollars, in the products of the Feejee Islands, for the destruction of American property, and being the amount demanded of me by Commander Boutwell, Commanding U.S. Ship "John Adams". I likewise pledge myself hereafter to treat all Americans with justice, and kindness, to protect them and their property when they come to, or are cast away on these Islands, and to punish all who maltreat them: unless there be a man of war present: in that case the criminals shall be given up to the Commander, if she be an American. In the absence of an American man of war, the American Consul shall be consulted in all cases where Americans are interested. I do further promise to abolish the punishment of death, except for the following offences viz Murder, Arson, Cannibalism, and Rape, which must be proved to the satisfaction of three impartial judges; all minor offences shall be punished by hard labor. I further promise to respect the Missionaries of all countries, and to persecute none. I will place no obstacles in the way of my people becoming Christians, but on the contrary will encourage them to become so. I promise to make peace with all nations, and never to invite the Tonga people to interfere in the affairs of these Islands again. I promise to send Phillip's Son, the young Chief of Rewa home without delay. I give my free consent to all chiefs who have been forced to leave Bau, to return without delay to their homes. In paying the debts due to Citizens of the United States I will furnish to the Commercial Agent J. B. Williams Esqr, Beche de mar, at Fifteen dollars per picul of 140 lbs, Gum five dollars per picul, Cocoa Nut Oil, Seventy five dollars to the Tun, and other articles, the products of these Islands, at the prevailing prices. If at the end of the period named to pay all American claims, they should not be settled to the satisfaction of the American Commercial Agent, I promise on the arrival of a Ship of War belonging to that

¹ Fiji came under British rule in 1874.

nation to resign the government of Bau, and go voluntarily on board that ship, and submit to any punishment which it may be the pleasure of her Commander to inflict. In addition to the demand made on me by Commander Boutwell, I further pledge myself to pay into the hands of the U.S. Commercial Agent, for American Citizens a further sum of Fifteen Thousand Dollars, the latter sum to be paid in Eighteen months from the day of signing this paper. And I further declare that if these Islands are taken possession of by Either England, or France within this period, I will demand of the Nation taking possession, the payment of all claims now acknowledged to be due from Feejee to American Citizens. I wish however to have it distinctly understood, that in signing this paper I do not assent to, or express any wish, to cede these Islands to any nation whatever. I have further promised to pay the sum of Fifteen Thousand Dollars in two years from this date, and I will endeavour to Collect Seven Thousand Dollars of the Amount from the Rewa district. If they refuse to pay this amount, in one year from this date, I will report the thing to the Commander of the first American Man of War that arrives at these Islands.

Making in all Forty five thousand Dollars

The Town of Suva, and the District of Sulara, to pay Six thousand Six Hundred Dollars of this amount

ON BOARD U.S. SHIP "JOHN ADAMS"
LEVUKA, OVALAU, FEEJEE ISLANDS
October 23^d 1855.

E. B. BOUTWELL
Commander

His
VUNIVALA X or TUI VITI
mark

Witness to Signatures

JOHN B. WILLIAMS
DAVID WHIPPY
JOHN B. MACOMBER

Finland

DEBT FUNDING

Agreement signed at Washington May 1, 1923

Operative from December 15, 1922

*Modified by agreement of May 23, 1932*¹

Treasury Department print

AGREEMENT

Made the first day of May, 1923, at the City of Washington, District of Columbia, between the Government of the Republic of Finland, hereinafter called Finland, 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, Finland is indebted to the United States as of December 15, 1922, upon obligations maturing June 30, 1921, in the aggregate principal amount of \$8,281,926.17, together with interest accrued and unpaid thereon; and

WHEREAS, Finland desires to fund said indebtedness to the United States, both principal and interest, through the issue of bonds to the United States, and the United States is prepared to accept bonds from Finland upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, it is agreed as follows:

1. *Amount of Indebtedness.* The amount of the indebtedness to be funded, after allowing for cash payments made or to be made by Finland, is \$9,000,000, which has been computed as follows:

Principal amount of obligations to be funded.....	\$8,281,926.17	
Interest accrued thereon from June 30, 1919, and June 1, 1920, respectively, to Decem- ber 15, 1922, at the rate of 4¼ per cent per annum.....	\$1,027,389.10	
Less—Payment in cash made by Finland March 8, 1923, on account of interest..	300,000.00	
		727,389.10
Total principal and interest, accrued and unpaid, as of December 15, 1922.....		9,009,315.27
To be paid in cash by Finland, May 1, 1923.....		9,315.27
Total indebtedness to be funded into bonds.....		9,000,000.00

¹ *Post*, p. 716.

2. *Repayment of Principal.* In order to provide for the repayment of the indebtedness thus to be funded, Finland will issue to the United States at par, as of December 15, 1922, bonds of Finland in the aggregate principal amount of \$9,000,000, dated December 15, 1922, and maturing serially on each December 15 in the succeeding years for 62 years, in the amounts and on the several dates fixed in the following schedule:

December 15—		December 15—	
1923	\$45,000	1955	\$126,000
1924	45,000	1956	131,000
1925	47,000	1957	136,000
1926	49,000	1958	141,000
1927	50,000	1959	146,000
1928	52,000	1960	151,000
1929	53,000	1961	156,000
1930	55,000	1962	162,000
1931	55,000	1963	167,000
1932	58,000	1964	173,000
1933	62,000	1965	179,000
1934	62,000	1966	185,000
1935	65,000	1967	192,000
1936	67,000	1968	199,000
1937	69,000	1969	206,000
1938	71,000	1970	213,000
1939	74,000	1971	220,000
1940	76,000	1972	228,000
1941	79,000	1973	236,000
1942	82,000	1974	244,000
1943	84,000	1975	253,000
1944	87,000	1976	262,000
1945	90,000	1977	271,000
1946	93,000	1978	280,000
1947	96,000	1979	290,000
1948	100,000	1980	301,000
1949	103,000	1981	312,000
1950	107,000	1982	322,000
1951	110,000	1983	333,000
1952	114,000	1984	345,000
1953	118,000		
1954	122,000		
		Total	9,000,000

Provided, however, That Finland may at its option, upon not less than ninety days' advance notice to the United States, postpone any payment falling due as hereinabove provided to any subsequent June 15 or December 15 not more than two years distant from its due date, but only on condition that in case Finland shall at any time exercise this option as to any payment of principal, the payment falling due in the next succeeding year can not be postponed to any date more than one year distant from the date when it becomes due unless and until the payment previously postponed shall actually have been made, and the payment falling due in the second succeeding year can not be postponed at all unless and until the payment of principal due two years previous thereto shall actually have been made.

All bonds issued or to be issued hereunder to the United States shall be payable to the Government of the United States of America, or order, shall be issued in such denominations as may be requested by the Secretary

of the Treasury of the United States, and shall be substantially in the form set forth in the exhibit hereto annexed and marked "Exhibit A." The \$9,000,000 principal amount of bonds first to be issued hereunder shall be issued in 62 pieces, in denominations and with maturities corresponding to the annual payments of principal hereinabove set forth.

3. *Payment of Interest.* All bonds issued or to be issued hereunder shall bear interest, payable semiannually on June 15 and December 15 in each year, at the rate of 3 per cent per annum from December 15, 1922, to December 15, 1932, and thereafter at the rate of $3\frac{1}{2}$ per cent per annum until the principal thereof shall have been paid.

4. *Method of Payment.* All bonds issued or to be issued hereunder shall be payable, as to both principal and interest, in United States gold coin of the present standard of value, or, at the option of Finland, upon not less than thirty days' advance notice to the United States, in any bonds of the United States issued after April 6, 1917, to be taken at par and accrued interest to the date of payment hereunder:

Provided, however, That Finland may at its option, upon not less than ninety days' advance notice to the United States, pay up to one-half of any interest accruing between December 15, 1922, and December 15, 1927, on the \$9,000,000 principal amount of bonds first to be issued hereunder, in bonds of Finland dated and bearing interest from the respective dates when the interest to be paid thereby becomes due, with maturities arranged serially to fall on each December 15 in the succeeding years up to December 15, 1984, substantially in the manner provided for the original issue in paragraph 2 of this Agreement, and substantially similar in other respects to the original issue of bonds under this Agreement.

All payments, whether in cash or in bonds of the United States, to be made by Finland on account of the principal or interest of any bonds issued or to be issued hereunder and held by the United States, shall be made at the Treasury of the United States in Washington, or, at the option of the Secretary of the Treasury of the United States, at the Federal Reserve Bank of New York, and if in cash shall be made in funds immediately available on the date of payment, or if in bonds 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 bonds.

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 Finland or any political or local taxing authority within the Republic of Finland, 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 Finland, or (c) a corporation not organized under the laws of Finland.

6. *Payments Before Maturity.* Finland may at its option, on any interest date or dates, upon not less than ninety days' advance notice to the United States, make advance payments in amounts of \$1,000 or multiples thereof, on account of the principal of any bonds issued or to be issued hereunder and held by the United States. Any such advance payments shall first be applied to the principal of any bonds which shall have been issued hereunder on account of interest accruing between December 15, 1922, and December 15, 1927, and then to the principal of any other bonds issued or to be issued hereunder and held by the United States, as may be indicated by Finland at the time of the payment.

7. *Exchange for Marketable Obligations.* Finland will issue to the United States at any time, or from time to time, at the request of the Secretary of the Treasury of the United States, in exchange for any or all of the bonds issued or to be issued hereunder and held by the United States, definitive engraved bonds in form suitable for sale to the public, in such amounts and denominations as the Secretary of the Treasury of the United States may request, in bearer form, with provision for registration as to principal, and/or in fully registered form, and otherwise on the same terms and conditions, as to dates of issue and maturity, rate or rates of interest, exemption from taxation, payment in bonds of the United States issued after April 6, 1917, and the like, as the bonds surrendered on such exchange. Finland will deliver definitive engraved bonds to the United States in accordance herewith within six months of receiving notice of any such request from the Secretary of the Treasury of the United States, and pending the delivery of the definitive engraved bonds will, at the request of the Secretary of the Treasury of the United States, deliver temporary bonds or interim receipts in form satisfactory to the Secretary of the Treasury of the United States within thirty days of the receipt of such request, all without expense to the United States. The United States, before offering any such bonds or interim receipts for sale in Finland, will first offer them to Finland for purchase at par and accrued interest, and Finland shall likewise have the option, in lieu of issuing any such bonds or interim receipts, to make advance redemption, at par and accrued interest, of a corresponding principal amount of bonds issued or to be issued hereunder and held by the United States. Finland 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 Finland or elsewhere, and that if requested by the Secretary of the Treasury of the United States it will use

its good offices to secure the listing of the bonds on the stock exchange in Helsingfors.

8. *Cancellation and Surrender of Demand Obligations.* Upon the execution of this Agreement, the payment to the United States of cash in the sum of \$9,315.27 as provided in paragraph 1 of this Agreement and the delivery to the United States of the \$9,000,000 principal amount of bonds of Finland first to be issued hereunder, together with satisfactory evidence of authority for the execution of the Agreement and the bonds on behalf of Finland by its Envoy Extraordinary and Minister Plenipotentiary at Washington, the United States will cancel and surrender to Finland, at the Treasury of the United States in Washington, the obligations of Finland in the principal amount of \$8,281,926.17, described in the preamble to this Agreement.

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 Finland at Washington or at the office of the Minister of Finance in Helsingfors; and any notice, request, or election from or by Finland shall be sufficient if delivered to the American Legation at Helsingfors 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.* Finland represents and agrees that the execution and delivery of this Agreement and of the bonds issued or to be issued hereunder have in all respects been duly authorized and that all acts, conditions, and legal formalities which should have been completed prior to the making of this Agreement and the issuance of bonds hereunder have been completed as required by the laws of Finland 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 Finland has caused this Agreement to be executed on its behalf by its Envoy Extraordinary and Minister Plenipotentiary at Washington, thereunto duly authorized, and the United States has likewise caused this Agreement to be executed on its behalf by the Secretary of the Treasury, as Chairman of the World War Foreign Debt Commission, with the approval of the President, all on the day and year first above written, subject, however, to the approval of Congress, pursuant to the Act of Congress approved February 9, 1922,² as amended by the Act of Congress

² 42 Stat. 363.

approved February 28, 1923,³ notice of which approval, when given by Congress, will be transmitted in due course by the Secretary of the Treasury of the United States to the Legation of Finland at Washington.

The Government of the Republic of Finland,

By L. ÅSTRÖM [SEAL]
*Envoy Extraordinary and
 Minister Plenipotentiary*

The Government of the United States of America,
 For the Commission:

By A. W. MELLON [SEAL]
*Secretary of the Treasury, and
 Chairman of the World War
 Foreign Debt Commission*

Approved:

WARREN G. HARDING
President.

EXHIBIT A

(Form of Bond)

THE GOVERNMENT OF THE REPUBLIC OF FINLAND
 Sixty-two year 3-3½ per cent Gold Bond
 Dated December 15, 1922—maturing December 15

\$

No.

The Government of the Republic of Finland, hereinafter called Finland, for value received, promises to pay to the Government of the United States of America, hereinafter called the United States, or order, on the 15th day of December, _____, the sum of

Dollars (\$ _____), and to pay interest upon said principal sum semi-annually on the fifteenth day of June and December in each year, at the rate of three per cent per annum from December 15, 1922, to December 15, 1932, and at the rate of three and one-half per cent per annum thereafter until the principal hereof shall have been paid. This bond is payable as to both principal and interest in gold coin of the United States of America of the present standard of value, or, at the option of Finland, upon not less than thirty days' advance notice to the United States, in any bonds 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 Finland or any political or local taxing authority within the Republic of Finland, 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 Finland, or (c) a corporation not organized under the laws of Finland. This bond is payable as to both principal and interest at the Treasury of the United States in Washington, D.C., or, at the option of the Secretary of the Treasury of the United States, at the Federal Reserve Bank of New York.

This bond is issued under an Agreement, dated May 1, 1923, between Finland and the United States, to which this bond is subject and to which reference is made for a further statement of its terms and conditions.

³ 42 Stat. 1324.

In Witness Whereof, Finland has caused this bond to be executed in its behalf at the City of Washington, District of Columbia, by its Envoy Extraordinary and Minister Plenipotentiary at Washington, thereunto duly authorized.

The Government of the Republic of Finland:

By

*Envoy Extraordinary and
Minister Plenipotentiary*

Dated, December 15, 1922.

(Back)

The following amounts have been paid upon the principal amount of this bond:

Date

Amount paid

EXTRADITION

Treaty signed at Helsinki August 1, 1924

Senate advice and consent to ratification February 16, 1925

Ratified by the President of the United States February 19, 1925

Ratified by Finland March 21, 1925

Ratifications exchanged at Helsinki March 23, 1925

Entered into force March 23, 1925

Proclaimed by the President of the United States March 24, 1925

*Supplemented and amended by treaty of May 17, 1934*¹

44 Stat. 2002; Treaty Series 710

The United States of America and Finland 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, Charles L. Kagey, Envoy Extraordinary and Minister Plenipotentiary of the United States of America to Finland, and

The President of the Republic of Finland, Hj. J. Procopé, Minister of Foreign Affairs of Finland.

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 Finland shall, upon requisition duly made as herein provided, deliver up to justice any person, who may be charged with, or may have been convicted of, any of the crimes 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.

¹ TS 871, *post*, p. 734.

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:

1. Murder, comprehending the crimes designated by the terms parricide, assassination, manslaughter when voluntary, poisoning or infanticide.
2. The attempt to commit murder.
3. Rape, abortion, and the carnal knowledge of a girl under the age of twelve years.²
4. Abduction or detention of women or girls for immoral purposes.
5. Bigamy.
6. Arson.
7. Wilful and unlawful destruction or obstruction of railroads, which endangers human life.
8. Crimes committed at sea:
 - (a) Piracy, as commonly known and defined by the law of nations, or by statute;
 - (b) Wrongfully sinking or destroying a vessel at sea or attempting to do so;
 - (c) Mutiny or conspiracy by two or more members of the crew or other persons on board of a vessel on the high seas, for the purpose of rebelling against the authority of the Captain or Commander of such vessel, or by fraud or violence taking possession of such vessel;
 - (d) Assault on board ship upon the high seas with intent to do actual bodily harm.
9. Burglary, robbery with violence, and larceny when the amount stolen exceeds two hundred dollars or Finnish equivalent.
10. Forgery or the utterance of forged papers and including 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.
11. 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.
12. Embezzlement committed within the jurisdiction of one or the other party by public officers or depositaries, and embezzlement by any person

²For an amendment to art. II, para. 3, see supplementary treaty of May 17, 1934 (TS 871), *post*, p. 735.

or persons hired, salaried or employed, to the detriment of their employers or principals, where, in either case, the amount embezzled exceeds two hundred dollars or Finnish equivalent.

13. 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.

14. 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 through theft, robbery or extortion, where the amount of money or the value of the property so obtained or received exceeds two hundred dollars or Finnish equivalent.

15. Perjury or subornation of perjury.

16. Crimes and offences against the laws of both countries for the suppression of slavery and slave trading.

17. Extradition shall also take place for participation in any of the crimes before mentioned as an accessory before the fact; provided such participation be punishable by the laws of both the High Contracting Parties.³

ARTICLE III

The provisions of the present Treaty shall not import a claim of extradition for any crime or offence of a political character, nor for acts connected with such crimes or offences; and no person surrendered by or to either of the High Contracting Parties in virtue of this Treaty shall be tried or punished for a political crime or offence. When the offence charged comprises the act either of murder or assassination or of poisoning, either consummated or attempted, the fact that the offence was committed or attempted against the life of the Head of a foreign State or against the life of any member of his family, shall not be deemed sufficient to sustain that such crime or offence was of a political character; or was an act connected with crimes or offences of a political character.

ARTICLE IV

No person shall be tried for any crime or offence other than that for which he was surrendered.

ARTICLE V

A fugitive criminal shall not be surrendered under the provisions hereof, when, from lapses 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 offence for which the surrender is asked.

³ For an addition to the list of crimes, see TS 871, *post*, p. 734.

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 offence 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 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.

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 offence, 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 paragraphs, other than the United States or Finland, requisitions 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 it to the proper executive authority, that a warrant may issue for the surrender of the fugitive.

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 arrest in Finland, or from the date of commitment in the United States, the formal requisition for surrender with the documentary proofs hereinafter prescribed be made as aforesaid by the diplomatic agent of the demanding Government, or, in his absence, by a consular officer thereof.

If the fugitive criminal shall have been convicted of the crime 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

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; and no claim whatever for compensation for any of the services so rendered shall be made against the Government demanding the extradition; provided, however, that any officer or officers of the surrendering Government so giving assistance, who shall, in the usual course of their duty, receive no salary or compensation other than specific fees for services performed, shall be entitled to receive from the Government demanding the extradition the customary fees for the acts or services performed by them, in the same manner and to the same amount as though such acts or services had been performed in ordinary criminal proceedings under the laws of the country of which they are officers.

ARTICLE XIII

The present Treaty 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 Helsingfors 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 Helsingfors this 1st day of August nineteen hundred and twenty-four.

CHARLES L. KAGEY [SEAL]

HJ. J. PROCOPÉ [SEAL]

MOST-FAVORED-NATION TREATMENT IN CUSTOMS MATTERS

Exchange of notes at Washington May 2, 1925

Entered into force December 11, 1925; operative from May 17, 1925

*Terminated August 10, 1934, by treaty of February 13, 1934*¹

Treaty Series 715

The Secretary of State to the Finnish Minister

DEPARTMENT OF STATE

Washington, May 2, 1925

SIR:

I have the honor to make the following statement of my understanding of the agreement reached through recent conversations held at Washington on behalf of the Government of the United States and the Government of Finland with reference to the treatment which the United States shall accord to the commerce of Finland and which Finland shall accord to the commerce of the United States.

These conversations have disclosed a mutual understanding between the two Governments which is that in respect to import and export duties and other duties and charges affecting commerce, as well as in respect to transit, warehousing and other facilities, and the treatment of commercial travelers' samples, the United States will accord to Finland, and Finland will accord to the United States, its territories and possessions, unconditional most-favored-nation treatment; and that in the matter of licensing or prohibitions of imports or exports, each country, so far as it at any time maintains such a system, will accord to the commerce of the other treatment as favorable, with respect to commodities, valuations and quantities, as may be accorded to the commerce of any other country.

It is understood that,—

No higher or other duties shall be imposed on the importation into or disposition in the United States, its territories or possessions, of any articles the produce or manufacture of Finland than are or shall be payable on like articles the produce or manufacture of any foreign country;

¹ TS 868, *post*, p. 718.

No higher or other duties shall be imposed on the importation into or disposition in Finland of any articles the produce or manufacture of the United States, its territories or possessions, than are or shall be payable on like articles the produce or manufacture of any foreign country;

Similarly, no higher or other duties shall be imposed in the United States, its territories or possessions, or in Finland, on the exportation of any articles to the other or to any territory or possession of the other than are payable on the exportation of like articles to any foreign country;

Every concession with respect to any duty, charge or regulation affecting commerce now accorded or that may hereafter be accorded by the United States or by Finland, by law, proclamation, decree or commercial treaty or agreement, to any third country will become immediately applicable without request and without compensation to the commerce of Finland and of the United States and its territories and possessions, respectively:

Provided that this understanding does not relate to

(1) The treatment which the United States accords or may hereafter accord to the commerce of Cuba or any of the territories or possessions of the United States or the Panama Canal Zone, or the treatment which is or may hereafter be accorded to the commerce of the United States with any of its territories or possessions or to the commerce of its territories or possessions with one another.

(2) The treatment which Finland accords or may hereafter accord to the commerce of Esthonia or the treatment which Finland accords to France in Article 6 of the Treaty of Commerce concluded between Finland and France on July 13, 1921.

(3) Prohibitions or restrictions of a sanitary character or designed to protect human, animal or plant life or regulations for the enforcement of police or revenue laws of the United States or of Finland relating to merchandise the importation or transportation of which is prohibited.

The present arrangement, in so far as it concerns import and export duties, shall become operative on the 15th day after the day I shall have received your confirmation of this agreement; in respect of all other matters it shall become operative when the Government of Finland shall have notified the Government of the United States that the legislative measures necessary for the purpose have been completed in Finland.

The present arrangement shall, unless sooner terminated by mutual agreement, continue in force until thirty days after notice of its termination shall have been given by either party; but should either party be prevented by future action of its legislature from carrying out the terms of this arrangement, the obligations thereof shall thereupon lapse.

I shall be glad to have your confirmation of the accord thus reached.
Accept, Sir, the renewed assurances of my highest consideration.

FRANK B. KELLOGG

MR. AXEL LEONARD ASTROM,
Minister of Finland.

The Finnish Minister to the Secretary of State

LÉGATION DE FINLANDE
Washington, May 2, 1925

SIR:

I have the honor to make the following statement of my understanding of the agreement reached through recent conversations held at Washington on behalf of the Government of Finland and the Government of the United States with reference to the treatment which Finland shall accord to the commerce of the United States and which the United States shall accord to the commerce of Finland.

These conversations have disclosed a mutual understanding between the two Governments which is that in respect to import and export duties and other duties and charges affecting commerce, as well as in respect to transit, warehousing and other facilities, and the treatment of commercial travelers' samples, Finland will accord to the United States, its territories and possessions, and the United States will accord to Finland, unconditional most-favored-nation treatment; and that in the matter of licensing or prohibitions of imports or exports, each country, so far as it at any time maintains such a system, will accord to the commerce of the other treatment as favorable, with respect to commodities, valuations and quantities, as may be accorded to the commerce of any other country.

It is understood that,—

No higher or other duties shall be imposed on the importation into or disposition in Finland of any articles the produce or manufacture of the United States, its territories or possessions, than are or shall be payable on like articles the produce or manufacture of any foreign country;

No higher or other duties shall be imposed on the importation into or disposition in the United States, its territories or possessions, of any articles the produce or manufacture of Finland than are or shall be payable on like articles the produce or manufacture of any foreign country;

Similarly, no higher or other duties shall be imposed in Finland, or in the United States, its territories or possessions, on the exportation of any articles to the other or to any territory or possession of the other than are payable on the exportation of like articles to any foreign country;

Every concession with respect to any duty, charge or regulation affecting commerce now accorded or that may hereafter be accorded by Finland or by the United States, by law, proclamation, decree or commercial treaty or agreement, to any third country will become immediately applicable without request and without compensation to the commerce of the United States and its territories and possessions and of Finland, respectively:

Provided that this understanding does not relate to

The treatment which Finland accords or may hereafter accord to the commerce of Esthonia or the treatment which Finland accords to France in article 6 of the Treaty of Commerce concluded between Finland and France on July 13, 1921.

The treatment which the United States accords or may hereafter accord to the commerce of Cuba or any of the territories or possessions of the United States or the Panama Canal Zone, or the treatment which is or may hereafter be accorded to the commerce of the United States with any of its territories or possessions or to the commerce of its territories or possessions with one another.

Prohibitions or restrictions of a sanitary character or designed to protect human, animal or plant life or regulations for the enforcement of police or revenue laws of Finland or of the United States relating to merchandise the importation or transportation of which is prohibited.

The present arrangement, in so far as it concerns import and export duties, shall become operative on the 15th day after the day I shall have received your confirmation of this agreement; in respect of all other matters it shall become operative when the Government of Finland shall have notified the Government of the United States that the legislative measures necessary for the purpose have been completed in Finland.

The present arrangement shall, unless sooner terminated by mutual agreement, continue in force until thirty days after notice of its termination shall have been given by either party; but should either party be prevented by future action of its legislature from carrying out the terms of this arrangement, the obligations thereof shall thereupon lapse.

I shall be glad to have your confirmation of the accord thus reached.

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

L. ÅSTRÖM

His Excellency

The Honorable FRANK B. KELLOGG,
Secretary of State,
Washington, D.C.

WAIVER OF VISA FEES FOR NONIMMIGRANTS

*Exchanges of notes at Helsinki October 22, November 6 and 30, and
December 7, 1925*

Entered into force January 1, 1926

*Became obsolete upon entry into force of agreement of July 7, August 26,
and December 14, 1955¹*

Department of State files

The American Minister to the Minister of Foreign Affairs

No. 65

HELSINGFORS, October 22, 1925

MR. MINISTER:

I have the honor to refer to your Excellency's Note numbered 17677, dated October 12, 1925, and to our conversation of October 19, 1925, regarding the question of waiving fees for non-immigrant passport visas and the application therefor.

It is now the understanding of my Government that after January 1, 1926, the Government of the United States will collect no fee for visaing passports or executing application therefor in case of citizens of Finland 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 commercial navigation”,

¹ 9 UST 1175; TIAS 4102.

and from the same date the Government of Finland will collect no fee for visaing passports or application therefor in the case of non-immigrant citizens of the United States of like classes desiring to visit Finland or its possessions. The visas authorized by the Government of Finland are valid for a period of three months subject to free renewal for an additional period of three months.

Please accept, Mr. Minister, the assurance of my highest consideration.

ALFRED J. PEARSON

His Excellency

Mr. K. G. IDMAN,
Minister for Foreign Affairs,
Helsingfors

The Minister of Foreign Affairs to the American Minister

MINISTÈRE DES AFFAIRES
ÉTRANGÈRES

No. 19380

HELSINKI, November 6, 1925

MONSIEUR LE MINISTRE:

I have the honour to acknowledge the receipt of your note No. 65, dated October 22, 1925, in which you state that the Government of the United States has consented to an agreement about the waiving of passport fees, in the form proposed in my note No. 17677 of October 12th, viz. that the Government of Finland and of the United States will, after January 1, 1926, collect no fee for visaing passports or executing application therefor in case of citizens of Finland and the United States respectively, who, in the capacity of non-immigrants, belong to any of the six classes enumerated in your note. The Finnish Government is, further, willing to grant to persons of the above description visas that are valid for a period of three months and subject to free renewal for an additional period of three months, provided that complete reciprocity, that is to say a validity of six months for the visas in question, will be observed on the side of the authorities of the United States, as understood in our recent conversation, which I have the honour to request you kindly to confirm in writing.

Please accept, Monsieur le Ministre, the assurance of my highest consideration.

K. G. IDMAN

M. ALFRED J. PEARSON,
Envoyé Extraordinaire et Ministre Plénipotentiaire
des États-Unis d'Amérique,
Helsinki.

The American Minister to the Minister of Foreign Affairs

No. 71

NOVEMBER 30, 1925

MR. MINISTER:

I have the honor to acknowledge the receipt of your note numbered 19380, dated November 6, 1925, in which you confirm our conversation of October 19, 1925, regarding the mutual waiver by the Government of the United States and the Government of Finland of fees for non-immigrant passport visas and the application therefor. It is understood that those persons are to be considered as non-immigrants who come under the six classes enumerated in my note numbered 65, dated October 22, 1925.

I desire to state that the arrangements, which the Finnish Government has been kind enough to make in order to grant to non-immigrant Americans a free visa valid for three months subject to free renewal for an additional period of three months, are satisfactory to my Government. The Government of the United States will in its turn grant a free visa valid for six months to those Finnish citizens of the six classes of non-immigrants who desire to visit the United States.

I am informed that my Government has already issued the necessary instructions in order that this arrangement between Finland and the United States may become effective January 1, 1926. It would be appreciated if the Finnish Government would also complete its final arrangements to this effect.

Please accept, Mr. Minister, the assurance of my highest consideration.

ALFRED J. PEARSON

His Excellency

Mr. K. G. IDMAN,

*Minister for Foreign Affairs,
Helsingfors.*

*The Minister of Foreign Affairs to the American Minister*MINISTÈRE DES AFFAIRES
ÉTRANGÈRES

No. 21424

HELSINKI, the 7th of December 1925

MONSIEUR LE MINISTRE:

I have the honour to acknowledge the receipt of your letter of the 6th of November last and to confirm the agreement, regarding the mutual waiving of passport visa fees for non-immigrants and the applications therefor, hereby concluded between the two Governments, which agreement will come in force January 1st 1926.

The Ministry for Foreign Affairs has already given necessary instructions to the competent authorities.

Please accept, Monsieur le Ministre, the assurance of my high consideration.

K. G. IDMAN

M. ALFRED J. PEARSON,
*Envoyé Extraordinaire et Ministre Plénipotentiaire,
des États-Unis d'Amérique
Helsinki.*

TONNAGE DUES AND OTHER CHARGES

Exchange of notes at Washington December 21, 1925

Entered into force February 1, 1926

Terminated August 10, 1934, by treaty of February 13, 1934¹

Treaty Series 731

The Secretary of State to the Finnish Minister

DEPARTMENT OF STATE
WASHINGTON, *December 21, 1925*

SIR:

I have the honor to make the following statement of my understanding of the agreement reached through recent conversations held at Washington on behalf of the Government of the United States and the Government of Finland with reference to the treatment respecting tonnage dues and other charges which the United States shall accord to the vessels of Finland and their cargoes in the ports of the United States, and which Finland shall accord to vessels of the United States and their cargoes in the ports of Finland.

These conversations have disclosed a mutual understanding between the two Governments, as follows:

On and after February 1, 1926, Finland will impose no tonnage duties, light, harbor or port dues, or other charges on vessels of the United States in the ports of Finland which are not imposed on vessels of Finland, and Finland will levy no higher or other duties or charges on goods imported into its ports in vessels of the United States than are levied on like goods imported in vessels of Finland.

It is understood that, without altering the above stipulations insofar as the amount of pilotage dues is concerned, the duty of employing pilots by vessels of the United States shall be governed by the stipulations of the Finnish law in this respect about foreign vessels in general. It is also understood that the United States of America shall not, on the ground of the above stipulations, claim any privileges which Finland has conceded or will concede to Russian fishing or sealing vessels in the Arctic waters.

¹ TS 868, *post*, p. 718.

The United States will impose no discriminating duties of tonnage on vessels of Finland in the ports of the United States and no discriminating imposts on the goods imported into the United States in vessels of Finland. This undertaking on the part of the United States will be effected by a proclamation to be issued by the President of the United States on the receipt of notification by him from the Government of Finland that the undertaking on the part of Finland stated in the preceding paragraphs has been brought into force.

The present arrangement, unless sooner terminated by mutual agreement, shall continue in force until thirty days after notice of its termination shall have been given by either party; or, should either party be prevented by future action of its legislature from carrying out the terms of this arrangement the obligations thereof shall thereupon lapse.

I shall be glad to have your confirmation of the accord thus reached.
Accept, Sir, the renewed assurance of my highest consideration.

FRANK B. KELLOGG

Mr. AXEL LEONARD ASTROM
Minister of Finland

The Finnish Minister to the Secretary of State

FINNISH LEGATION
December 21, 1925

SIR:

I have the honor to make the following statement of my understanding of the agreement reached through recent conversations held at Washington on behalf of the Government of Finland and the Government of the United States with reference to the treatment respecting tonnage dues and other charges which Finland shall accord to vessels of the United States and their cargoes in the ports of Finland, and which the United States shall accord to vessels of Finland and their cargoes in the ports of the United States.

These conversations have disclosed a mutual understanding between the two Governments, as follows:

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

I shall be glad to have your confirmation of the accord thus reached.
Accept, Sir, the renewed assurance of my highest consideration.

L. ÅSTRÖM

His Excellency
The Honorable FRANK B. KELLOGG
Secretary of State
Washington, D.C.

ARBITRATION

Treaty signed at Washington June 7, 1928

Ratified by Finland November 9, 1928

Senate advice and consent to ratification December 18, 1928

Ratified by the President of the United States January 4, 1929

Ratifications exchanged at Washington January 14, 1929

Entered into force January 14, 1929

Proclaimed by the President of the United States January 14, 1929

45 Stat. 2724; Treaty Series 768

The President of the United States of America and the President of the Republic of Finland

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;

The President of the Republic of Finland, Mr. L. Aström, Envoy Extraordinary and Minister Plenipotentiary of the Republic of Finland to the United States of America;

Who, having communicated to one another their full powers found in good and due form, have agreed upon the following articles:

ARTICLE I

All differences relating to international matters in which the High Contracting Parties are concerned by virtue of a claim of right made by one against the other under treaty or otherwise, which it has not been possible

to adjust by diplomacy, which have not been adjusted as a result of reference to an appropriate commission of conciliation, and which are justiciable in their nature by reason of being susceptible of decision by the application of the principles of law or equity, shall be submitted to the Permanent Court of Arbitration established at The Hague by the Convention of October 18, 1907,¹ 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 Finland 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 Finland 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 Finland in accordance with its constitutional laws.

The ratifications shall be exchanged at Washington as soon as possible, and the treaty shall take effect on the date of the exchange of the ratifications. It shall thereafter remain in force continuously unless and until terminated by one year's written notice given by either High Contracting Party to the other.

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

Done at Washington the seventh day of June in the year of our Lord one thousand nine hundred and twenty-eight.

FRANK B. KELLOGG	[SEAL]
L. ÅSTRÖM	[SEAL]

¹ TS 536, *ante*, vol. 1, p. 577.

CONCILIATION

Treaty signed at Washington June 7, 1928

Ratified by Finland November 9, 1928

Senate advice and consent to ratification December 20, 1928

Ratified by the President of the United States January 4, 1929

Ratifications exchanged at Washington January 14, 1929

Entered into force January 14, 1929

Proclaimed by the President of the United States January 14, 1929

45 Stat. 2726; Treaty Series 769

The President of the United States of America and the President of the Republic of Finland, 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;

The President of the Republic of Finland,

Mr. L. Aström, Envoy Extraordinary and Minister Plenipotentiary of the Republic of Finland to the United States of America;

Who, after having communicated to each other their respective full powers, found to be in proper form, have agreed upon and concluded the following articles:

ARTICLE I

Any disputes arising between the Government of the United States of America and the Government of Finland, 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 Finland in accordance with its constitutional laws.

The ratifications shall be exchanged at Washington as soon as possible, and the treaty shall take effect on the date of the exchange of the ratifications. It shall thereafter remain in force continuously unless and until terminated by one year's written notice given by either High Contracting Party to the other.

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

Done at Washington the seventh day of June in the year of our Lord one thousand nine hundred and twenty-eight.

FRANK B. KELLOGG [SEAL]

L. ÅSTRÖM [SEAL]

DEBT FUNDING

*Agreement signed at Washington May 23, 1932, modifying agreement
of May 1, 1923*

Operative from July 1, 1931

Treasury Department print

AGREEMENT

Made the 23rd day of May, 1932, at the City of Washington, District of Columbia, between the Government of the Republic of Finland, hereinafter called Finland, 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 Finland and the United States, dated May 1, 1923,¹ there is payable by Finland to the United States during the fiscal year beginning July 1, 1931 and ending June 30, 1932, in respect of the bonded indebtedness of Finland to the United States, the aggregate amount of \$312,295, including principal and interest; and

WHEREAS, a Joint Resolution of the Congress of the United States, approved December 23, 1931,² authorizes the Secretary of the Treasury, with the approval of the President, to make on behalf of the United States an agreement with Finland on the terms hereinafter set forth, to postpone the payment of the amount payable by Finland to the United States during such year in respect of its bonded indebtedness to the United States;

Now, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, it is agreed as follows:

1. Payment of the amount of \$312,295, payable by Finland to the United States during the fiscal year beginning July 1, 1931 and ending June 30, 1932, in respect of the bonded indebtedness of Finland to the United States, according to the terms of the agreement of May 1, 1923, above mentioned, is hereby postponed so that such amount, together with interest thereon at the rate of 4 per centum per annum from July 1, 1933, shall be paid by Finland to the United States in ten equal annuities of \$38,061.00 each, payable in equal semiannual installments on December

¹ *Ante*, p. 688.

² 47 Stat. 3.

15 and June 15 of each fiscal year beginning with the fiscal year July 1, 1933 and ending June 30, 1934, and concluding with the fiscal year beginning July 1, 1942 and ending June 30, 1943. The bond numbered 9, dated December 15, 1922, matured December 15, 1931, in the principal amount of \$55,000, and delivered by Finland to the United States under the agreement of May 1, 1923, 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 May 1, 1923, above mentioned. The proviso in paragraph 2 of such agreement, authorizing the postponement of payments on account of principal, and the option of Finland 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 May 1, 1923, between Finland 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. Finland 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 Finland 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, Finland has caused this Agreement to be executed on its behalf by its Envoy Extraordinary and Minister Plenipotentiary at Washington, thereunto duly authorized, and the United States has likewise caused this Agreement to be executed on its behalf by the Secretary of the Treasury, with the approval of the President, pursuant to a Joint Resolution of Congress approved December 23, 1931, all on the day and year first above written.

The Republic of Finland

By

LEONARD ASTROM

Envoy Extraordinary and Minister Plenipotentiary

The United States of America

By

OGDEN L. MILLS

Secretary of the Treasury

Approved:

HERBERT HOOVER,
President.

FRIENDSHIP, COMMERCE, AND CONSULAR RIGHTS

Treaty and protocol signed at Washington February 13, 1934

Ratified by Finland April 27, 1934

Senate advice and consent to ratification June 15, 1934

Ratified by the President of the United States June 28, 1934

Ratifications exchanged at Washington July 11, 1934

Entered into force August 10, 1934

Proclaimed by the President of the United States August 10, 1934

Article IV modified by protocol of December 4, 1952¹

49 Stat. 2659; Treaty Series 868

TREATY

The United States of America and the Republic of Finland, desirous of strengthening the bond of peace which happily prevails between them, by arrangements designed to promote friendly intercourse between their territories through provisions responsive to the spiritual, cultural, economic and commercial aspirations of the peoples thereof, have resolved to conclude a Treaty of Friendship, Commerce and Consular Rights and for that purpose have appointed as their plenipotentiaries:

The President of the United States of America,

Mr. Cordell Hull, Secretary of State of the United States of America;

The President of the Republic of Finland,

Mr. L. Åström, Envoy Extraordinary and Minister Plenipotentiary of the Republic of Finland 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

Nationals of each High Contracting Party who conform to the laws and regulations of the other Party, shall be permitted to enter, travel and reside in its territory for the purpose of carrying on trade between the two countries;

¹ 4 UST 2047; TIAS 2861.

also for other purposes in so far as entry, travel and residence is or may be permitted by local law.

The nationals of each of the High Contracting Parties within the territory of the other shall be permitted to engage in professional, scientific, religious, philanthropic, manufacturing and commercial work of every kind, to carry on every form of commercial activity, to own, erect or lease and occupy appropriate buildings and to lease lands for residential, scientific, religious, philanthropic, manufacturing, commercial and mortuary purposes, and generally to do anything incidental to or necessary for the enjoyment of any of the foregoing privileges, upon the same terms as nationals of the state of residence in so far as may be permitted by local law. In no case shall they be accorded less favorable treatment in respect of any of the aforesaid matters than nationals of the most favored nation. They shall be permitted in pursuance of any of the aforesaid activities to appoint representatives, agents, or employees of their choice, subject to the local laws in relation to the immigration of aliens.

The nationals of either High Contracting Party within the territory of the other shall not be subjected to the payment of any internal charges or taxes other or higher than those that are exacted of and paid by its nationals.

The nationals of each High Contracting Party shall enjoy freedom of access to the courts of justice of the other on conforming to the local laws, as well for the prosecution as for the defense of their rights, and in all degrees of jurisdiction established by law.

The nationals of each High Contracting Party shall receive within the territory of the other, upon submitting to conditions imposed upon its nationals, the most constant protection and security for their persons and property, and shall enjoy in this respect that degree of protection that is required by international law. Their property shall not be taken without due process of law and without payment of just compensation.

ARTICLE II

With respect to that form of protection granted by National, State or Provincial laws establishing civil liability for injuries or for death, and giving to relatives or heirs or dependents of an injured party a right of action or a pecuniary benefit, such relatives or heirs or dependents of the injured party, himself a national of either of the High Contracting Parties and injured within the territory of the other, shall regardless of their alienage or residence outside of the territory where the injury occurred, enjoy the same rights and privileges as are or may be granted to nationals, and under like conditions.

ARTICLE III

The dwellings, warehouses, manufactories, shops and other places of business, and all premises thereto appertaining of the nationals of each of the

High Contracting Parties in the territory of the other, used for any purposes set forth in Article I, shall be respected. It shall not be allowable to make a domiciliary visit to, or search of any such buildings and premises, or there to examine and inspect books, papers or accounts, except under the conditions and in conformity with the forms prescribed by the laws, ordinances and regulations for nationals.

ARTICLE IV ²

Where, on the death of any person holding real or other immovable property or interests therein within the territory of one High Contracting Party, such property or interests therein would, by the laws of the country or by a testamentary disposition, descend or pass to a national of the other High Contracting Party, whether resident or non-resident, were he not disqualified by the laws of the country where such property or interests therein is or are situated, such national shall be allowed a term of three years in which to sell the same, this term to be reasonably prolonged if circumstances render it necessary, and withdraw the proceeds thereof, without restraint or interference, and exempt from any succession, probate or administrative duties or charges other than those which may be imposed in like cases upon the nationals of the country from which such proceeds may be drawn.

Nationals of either High Contracting Party may have full power to dispose of their personal property of every kind within the territory of the other, by testament, donation, or otherwise, and their heirs, legatees and donees, of whatsoever nationality, whether resident or non-resident, shall succeed to such personal property, and may take possession thereof, either by themselves or by others acting for them, and retain or dispose of the same at their pleasure subject to the payment of such duties or charges only as the nationals of the High Contracting Party within whose territory such property may be or belong shall be liable to pay in like cases.

ARTICLE V

The nationals of each of the High Contracting Parties may exercise liberty of conscience and freedom of worship within the territory of the other Party. They may, without annoyance or molestation of any kind by reason of their religious belief or otherwise, conduct services either within their own houses or within any appropriate buildings which they may be at liberty to erect and maintain in convenient situations, provided their teachings or practices are not contrary to public morals; and they may also be permitted to bury their dead according to their religious customs in suitable and convenient places established and maintained for the purpose, subject to the reasonable mortuary and sanitary laws and regulations of the place of burial.

² For modification of art. IV, see protocol of Dec. 4, 1952 (4 UST 2047; TIAS 2861).

ARTICLE VI

Between the territories of the High Contracting Parties there shall be freedom of commerce and navigation. The nationals of each of the High Contracting Parties, equally with those of the most favored nation, shall have liberty freely to come with their vessels and cargoes to all places, ports and waters of every kind within the territorial limits of the other which are or may be open to foreign commerce and navigation.

ARTICLE VII

Each of the High Contracting Parties binds itself unconditionally to impose no higher or other duties or charges, and no other conditions or prohibitions on the importation of any article, the growth, produce or manufacture of the territory of the other Party, from whatever place arriving, than are or shall be imposed on the importation of any like article, the growth, produce or manufacture of any other foreign country. Nor shall any such duties, charges or conditions affecting importations be made effective retroactively.

Each of the High Contracting Parties binds itself unconditionally to impose no higher or other duties or charges and no other conditions, restrictions or prohibitions on the exportation of any article to the territory of the other Party than are or shall be imposed on the exportation of any like article to any other foreign country.

Nothing in this Treaty shall be construed to restrict the right of either High Contracting Party to impose on such terms as it may see fit, and subject to the sole requirement that there shall be no arbitrary discrimination against the other Party as compared with any other foreign country where similar conditions prevail, prohibitions or restrictions designed to protect human, animal, or plant life and health, or regulations for the enforcement of police or revenue laws of the United States or of Finland relating to imports the importation, transportation, or sale of which is prohibited or restricted, nor shall anything in this Treaty be construed to restrict the measures applicable in either the United States or Finland to seeds of agricultural plants which, on account of their origin, are deemed not to thrive in the territory of the respective countries.

Neither High Contracting Party shall establish or maintain restrictions on imports from or exports to the territory of the other Party which are not applied to the import and export of any like article originating in or destined for any other country. Any withdrawal of an import or export restriction which is granted even temporarily by one of the Parties in favor of the articles of a third country shall be applied immediately and unconditionally to like articles originating in or destined for the other Contracting Party. In the event of rations or quotas being established for the importation or exportation of articles restricted or prohibited, each of the High Contracting Parties agrees

to grant for the importation from or exportation to the territory of the other Party an equitable share in the allocation of the quantity of restricted goods which may be authorized for importation or exportation.

ARTICLE VIII

Merchandise the growth, produce or manufacture of either of the High Contracting Parties, after importation into the territory of the other Party, shall not be subjected to other or higher internal taxes or charges, or to other or higher charges in respect of warehousing or other facilities, than those payable under like circumstances and conditions on like articles of national origin.

ARTICLE IX

Any advantage of whatsoever kind which either High Contracting Party may extend to any article, the growth, produce or manufacture of any foreign country, whether such favored State shall have been accorded such treatment gratuitously or for compensation, shall simultaneously and unconditionally, without request and without compensation, be extended to the like article the growth, produce or manufacture of the other High Contracting Party, from whatever place arriving.

ARTICLE X

The stipulations of this treaty regarding the treatment to be accorded by each High Contracting Party to the commerce of the other do not extend:

(1) to the treatment which is accorded by the United States of America to the commerce of Cuba under the provisions of the Commercial Convention concluded by the United States and Cuba on December 11, 1902,³ or any other commercial convention which hereafter may be concluded by the United States with Cuba; or to the commerce of the United States with the Panama Canal Zone or with any of the dependencies of the United States or the commerce of the dependencies of the United States with one another under existing or future laws;

(2) to the benefits which either High Contracting Party has accorded, or may accord, to its neighboring states in order to facilitate local traffic;

(3) to the treatment which Finland accords or may hereafter accord to the commerce of Estonia.

ARTICLE XI

There shall be complete freedom of transit through the territory including the territorial waters of each High Contracting Party on routes convenient for international transit to persons and goods coming from or going to, or passing through the territory of the other High Contracting Party, except such persons as may be forbidden admission into its territory or goods of

³ TS 427, *ante*, vol. 6, p. 1106, CUBA.

which the importation may be prohibited by law. Persons and goods in transit shall not be subject to any transit duty, or to any unnecessary delays or restrictions, or to any discrimination as regards charges, facilities, or any other matter.

Goods in transit must be entered at the proper custom house, but they shall be exempt from all customs and similar duties.

All charges imposed on persons and goods in transit shall be reasonable, having regard to the conditions of the traffic.

The provisions of this article do not apply to the Panama Canal or to waterways and canals which constitute international boundaries.

ARTICLE XII

All articles which are or may be legally imported from foreign countries into ports of the territory of the United States or are or may be legally exported therefrom in vessels of the United States may likewise be imported into those ports or exported therefrom in Finnish vessels without being liable to any other or higher duties or charges whatsoever than if such articles were imported or exported in vessels of the United States; and, reciprocally all articles which are or may be legally imported from foreign countries into the ports of the territory of Finland or are or may be legally exported therefrom in Finnish vessels may likewise be imported into those ports or exported therefrom in vessels of the United States without being liable to any other or higher duties or charges whatsoever than if such articles were imported or exported in Finnish vessels.

In the same manner there shall be perfect equality in relation to the flags of the two countries with regard to bounties, drawbacks, and other privileges of this nature of whatever denomination which may be allowed in the territory of each of the Contracting Parties, on goods imported or exported in national vessels so that such bounties, drawbacks and other privileges shall also and in like manner be allowed on goods imported or exported in vessels of the other country.

With respect to the amount and collection of duties or charges on imports and exports of every kind each of the High Contracting Parties binds itself to give to the vessels of the other the advantage of every favor, privilege or immunity which it shall have accorded to the vessels of a third State, whether such favored State shall have been accorded such treatment gratuitously or for compensation.

ARTICLE XIII

No duties of tonnage, harbor, pilotage, lighthouse, quarantine, or other similar or corresponding duties or charges of whatever denomination, levied in the name or for the profit of the Government, public functionaries, private individuals, corporations or establishments of any kind shall be imposed in the ports of the territory of either High Contracting Party upon the vessels

of the other, which shall not equally, under the same conditions, be imposed on national vessels. Such equality of treatment shall apply reciprocally to the vessels of the two countries respectively from whatever place they may arrive and whatever may be their place of destination.

ARTICLE XIV

Merchant vessels and other privately owned vessels under the flag of either of the High Contracting Parties shall be permitted to discharge portions of cargoes at any port open to foreign commerce in the territory of the other High Contracting Party, and to proceed with the remaining portions of such cargoes to any other ports of the same territory open to foreign commerce, on the same terms as national vessels and without paying other or higher tonnage dues or port charges in such cases than would be paid by national vessels in like circumstances. They shall be permitted, on the same terms as national vessels, to load in like manner at different ports in the same voyage outward.

Exceptions, however, shall be made to the provisions of this Article and other provisions of this treaty in regard to

1) coasting trade (cabotage), respecting which the High Contracting Parties shall concede to each other the most-favored-nation treatment;

2) traffic in natural or artificial inland waterways, not ordinarily navigable by transoceanic vessels, provided, however, that in regard to such traffic each High Contracting Party will grant to the other most-favored-nation treatment; and provided further that such vessels of one of the High Contracting Parties as may be permitted to engage in traffic on inland waterways of the other, and the cargoes of such vessels, shall be subject to no other or higher charges than national vessels and their cargoes;

3) it is further understood that without modifying the stipulations of this Treaty, so far as the amount of pilotage fees is concerned, the United States agrees not to claim, under this Treaty, for American ships any special concessions in regard to the employment of Government pilots which the Finnish Government has granted or may grant to Finnish and Swedish ships on voyages between Finland and Sweden confined to the Baltic Sea and its bays north of 59 degrees north latitude, so long as such concessions are not extended to the vessels of any third country;

4) It is also understood that the United States will not claim, under this Treaty, any benefits which Finland has accorded, or may accord, to Russia in respect of fishing or sealing in its territorial waters in the Arctic Ocean.

ARTICLE XV

For the purposes of this treaty merchant vessels and other privately owned vessels under the flag of either of the High Contracting Parties and carrying

the papers required by its national laws in proof of nationality shall be deemed to be the vessels of the Party whose flag is flown both within the territorial waters of the other High Contracting Party and on the high seas.

ARTICLE XVI

Limited liability and other corporations and associations, whether or not for pecuniary profit, which have been or may hereafter be organized in accordance with and under the laws, National, State or Provincial, of either High Contracting Party and maintain a central office within the territory thereof, shall have their juridical status recognized by the other High Contracting Party provided that they pursue no aims within its territory contrary to its laws. They shall enjoy free access to the courts of law and equity, on conforming to the laws regulating the matter, as well for the prosecution as for the defense of rights in all the degrees of jurisdiction established by law.

The right of such corporations and associations of either High Contracting Party so recognized by the other to establish themselves within its territory, establish branch offices and fulfill their functions therein shall depend upon, and be governed solely by, the consent of such party as expressed in its National, State or Provincial laws. If such consent be given on the condition of reciprocity the condition shall be deemed to relate to the provisions of the laws, National, State or Provincial under which the foreign corporation or association desiring to exercise such rights is organized.

ARTICLE XVII

The nationals of either High Contracting Party shall enjoy within the territory of the other, reciprocally and upon compliance with the conditions there imposed, such rights and privileges as have been or may hereafter be accorded the nationals of any other State with respect to the organization of and participation in limited liability and other corporations and associations, for pecuniary profit or otherwise, including the rights of promotion, incorporation, purchase and ownership and sale of shares and the holding of executive or official positions therein. In the exercise of the foregoing rights and with respect to the regulation or procedure concerning the organization or conduct of such corporations or associations, such nationals shall be subjected to no conditions less favorable than those which have been or may hereafter be imposed upon the nationals of the most favored nation. The rights of any of such corporations or associations as may be organized or controlled or participated in by the nationals of either High Contracting Party within the territory of the other to exercise any of their functions therein, shall be governed by the laws and regulations, National, State or Provincial, which are in force or may hereafter be established within the territory of the Party wherein they propose to engage in business.

The nationals of either High Contracting Party shall, moreover, enjoy within the territory of the other, reciprocally and upon compliance with the conditions there imposed, such rights and privileges as have been or may hereafter be accorded the nationals of any other State with respect to the mining of coal, phosphate, oil, oil shale, gas, and sodium on the public domain of the other. It is understood, however, that neither High Contracting Party shall be required by anything in this paragraph to grant any application for any such right or privilege if at the time such application is presented the granting of all similar applications shall have been suspended or discontinued.

ARTICLE XVIII

Commercial travelers representing manufacturers, merchants and traders domiciled in the territory of either High Contracting Party shall on their entry into and sojourn in the territory of the other Party and on their departure therefrom be accorded the most-favored-nation treatment in respect of customs and other privileges and of all charges and taxes of whatever denomination applicable to them or their samples.

Commercial travelers, for the purpose of this article, shall be understood to include representatives of commercial concerns who are traveling for the purpose of soliciting orders.

Either High Contracting Party may require, as a condition for granting the privileges mentioned in Paragraph 1 of this article, the presentation of an authentic document establishing the identity and authority of the commercial traveler. For this purpose any of the following documents, issued in the country where the commercial concern represented is domiciled, shall be accepted as satisfactory to the authorities of the country of destination:

- a) a certificate issued by the official authority designated for the purpose;
- b) a certificate issued by a Chamber of Commerce; or
- c) a signed statement, issued by the concern or concerns represented, in which case it may be required to be certified by a consular officer of the country of destination.

ARTICLE XIX

Each of the High Contracting Parties agrees to receive from the other, consular officers in those of its ports, places and cities, where it may be convenient and which are open to consular representatives of any foreign country.

Consular officers of each of the High Contracting Parties shall, after entering upon their duties, enjoy reciprocally in the territory of the other all the rights, privileges, exemptions and immunities which are enjoyed by officers of the same grade of the most favored nation. As official agents, such officers shall be entitled to the high consideration of all officials, national or local, with whom they have official intercourse in the state which receives them.

The Government of each of the High Contracting Parties shall furnish free of charge the necessary exequatur of such consular officers of the other as present a regular commission signed by the chief executive of the appointing state and under its great seal; and they shall issue to a subordinate or substitute consular officer duly appointed by an accepted superior consular officer with the approbation of his Government, or by any other competent officer of that Government, such documents as according to the laws of the respective countries shall be requisite for the exercise by the appointee of the consular function. On the exhibition of an exequatur, or other document issued in lieu thereof to such subordinate, such consular officer shall be permitted to enter upon his duties and to enjoy the rights, privileges and immunities granted by this treaty.

ARTICLE XX

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 and subjecting the individual guilty thereof to punishment as a criminal. Such officers shall be exempt from military billettings and from service of any military or naval, administrative or police character whatsoever.

In criminal cases the attendance at the trial by a consular officer as a witness may be demanded by the prosecution or defense. The demand shall be made with all possible regard for the consular dignity and the duties of the office; and there shall be compliance on the part of the consular officer.

Consular officers shall be subject to the jurisdiction of the courts in the state which receives them in civil cases, subject to the proviso, however, that when the officer is a national of the state which appoints him and is engaged in no private occupation for gain, his testimony shall be taken orally or in writing at his residence or office and with due regard for his convenience. The officer should, however, voluntarily give his testimony at the trial whenever it is possible to do so without serious interference with his official duties.

ARTICLE XXI

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 territory of the State within which they exercise their functions. All consular officers and employees, nationals of the State appointing them shall be exempt from the payment of taxes on the salary, fees or wages received by them in compensation for their consular services.

The Government of each High Contracting Party shall have the right to acquire and own land and buildings required for diplomatic or consular premises in the territory of the other High Contracting Party and also to erect buildings in such territory for the purposes stated subject to local building regulations.

Lands and buildings situated in the territory 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 XXII

Consular officers may place over the outer door of their respective offices the arms of their State with an appropriate inscription designating the official office. Such officers may also hoist the flag of their country on their offices including those situated in the capitals of the two countries. They may likewise hoist such flag over any boat or vessel employed in the exercise of the consular function.

The consular offices and archives shall at all times be inviolable. They shall under no circumstances be subjected to invasion by any authorities of any character within the country where such offices are located. Nor shall the authorities under any pretext make any examination or seizure of papers or other property deposited within a consular office. Consular offices shall not be used as places of asylum. No consular officer shall be required to produce official archives in court or testify as to their contents.

Upon the death, incapacity, or absence of a consular officer having no subordinate consular officer at his post, secretaries or chancellors, whose official character may have previously been made known to the government of the State where the consular function was exercised, may temporarily exercise the consular function of the deceased or incapacitated or absent consular officer; and while so acting shall enjoy all the rights, prerogatives and immunities granted to the incumbent.

ARTICLE XXIII

Consular officers, nationals of the State by which they are appointed, may, within their respective consular districts, address the authorities, National, State, Provincial or Municipal, for the purpose of protecting their countrymen in the enjoyment of their rights accruing by treaty or otherwise. Complaint may be made for the infraction of those rights. Failure upon the part of the proper authorities to grant redress or to accord protection may justify interposition through the diplomatic channel, and in the absence of a diplomatic representative, a consul general or the consular officer stationed at the capital may apply directly to the government of the country.

ARTICLE XXIV

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 territory 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 territory of the State by which they are appointed, embracing unilateral acts, deeds, testamentary dispositions or agreements executed solely by nationals of the State within which such officers exercise their functions.

Instruments and documents thus executed and copies and translations thereof, when duly authenticated under his official seal by the consular officer shall be received as evidence in the territories of the contracting parties as original documents or authenticated copies, as the case may be, and shall have the same force and effect as if drawn by and executed before a notary or other public officer duly authorized in the country by which the consular officer was appointed; provided, always, that such documents shall have been drawn and executed in conformity to the laws and regulations of the country where they are designed to take effect.

ARTICLE XXV

A consular officer shall have exclusive jurisdiction over controversies arising out of the internal order of private vessels of his country, and shall alone exercise jurisdiction in cases, wherever arising, between officers and crews, pertaining to the enforcement of discipline on board, providing the vessels and the persons charged with wrongdoing shall have entered a port within his consular district. Such an officer shall also have jurisdiction over issues concerning the adjustment of wages and the execution of contracts relating thereto provided the local laws so permit.

When an act committed on board of a private vessel under the flag of the State by which the consular officer has been appointed and within the territorial waters of the State to which he has been appointed constitutes a crime according to the laws of that State, subjecting the person guilty thereof to punishment as a criminal, the consular officer shall not exercise jurisdiction except in so far as he is permitted to do so by the local law.

A consular officer may freely invoke the assistance of the local police authorities in any matter pertaining to the maintenance of internal order

on board of a vessel under the flag of his country within the territorial waters of the State to which he is appointed, and upon such a request the requisite assistance shall be given.

A consular officer may appear with the officers and crews of vessels under the flag of his country before the judicial authorities of the State to which he is appointed to render assistance as an interpreter or agent.

ARTICLE XXVI

In case of the death of a national of either High Contracting Party in the territory of the other without having in the locality of his decease any known heirs or testamentary executors by him appointed, the competent local authorities shall at once inform the nearest consular officer of the State of which the deceased was a national of the fact of his death, in order that necessary information may be forwarded to the parties interested.

In case of the death of a national of either of the High Contracting Parties without will or testament, in the territory of the other High Contracting Party, the consular officer of the State of which the deceased was a national and within whose district the deceased made his home at the time of death, shall, so far as the laws of the country permit and pending the appointment of an administrator and until letters of administration have been granted, be deemed qualified to take charge of the property left by the decedent for the preservation and protection of the same. Such consular officer shall have the right to be appointed as administrator within the discretion of a tribunal or other agency controlling the administration of estates provided the laws of the place where the estate is administered so permit.

In case of the death of a national of either of the High Contracting Parties without will or testament and without any known heirs resident in the country of his decease, the consular officer of the country of which the deceased was a national shall be appointed administrator of the estate of the deceased, provided the regulations of his own Government permit such appointment and provided such appointment is not in conflict with local law and the tribunal having jurisdiction has no special reasons for appointing someone else.

Whenever a consular officer accepts the office of administrator of the estate of a deceased countryman, he subjects himself as such to the jurisdiction of the tribunal or other agency making the appointment for all necessary purposes to the same extent as a national of the country where he was appointed.

ARTICLE XXVII ⁴

Each of the High Contracting Parties agrees to permit the entry free of all duty and without examination of any kind, of all furniture, equipment and supplies intended for official use in the consular offices of the other,

⁴ For an understanding relating to art. XXVII, see protocol, p. 732.

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 territory.

It is understood, however, that this privilege shall not be extended to consular officers who are engaged in any private occupation for gain in the countries to which they are accredited, save with respect to governmental supplies.

ARTICLE XXVIII

All proceedings relative to the salvage of vessels of either High Contracting Party wrecked upon the coasts of the other shall be directed by the Consular Officer of the country to which the vessel belongs and within whose district the wreck may have occurred. Pending the arrival of such officer, who shall be immediately informed of the occurrence, the local authorities shall take all necessary measures for the protection of persons and the preservation of wrecked property. The local authorities shall not otherwise interfere than for the maintenance of order, the protection of the interests of the salvors, if these do not belong to the crews that have been wrecked, and to carry into effect the arrangements made for the entry and exportation of the merchandise saved. It is understood that such merchandise is not to be subjected to any custom house charges, unless it be intended for consumption in the country where the wreck may have taken place.

The intervention of the local authorities in these different cases shall occasion no expense of any kind, except such as may be caused by the operations of salvage and the preservation of the goods saved, together with such as would be incurred under similar circumstances by vessels of the nation.

ARTICLE XXIX

A consular officer of either High Contracting Party may in behalf of his non-resident countrymen, and without being required to produce his authorization, collect and receipt for their distributive shares derived from estates in process of probate or accruing under the provisions of so-called Workmen's Compensation Laws or other like statutes provided he remit any funds so received through the appropriate agencies of his Government to the proper distributees, and provided further that he furnish to the authority or agency making distribution through him reasonable evidence of such remission.

ARTICLE XXX

A consular officer of either High Contracting Party shall have the right to inspect within the ports of the other High Contracting Party within his consular district, the private vessels of any flag destined or about to clear for

ports of the country appointing him in order to observe the sanitary conditions and measures taken on board such vessels, and to be enabled thereby to execute intelligently bills of health and other documents required by the laws of his country, and to inform his Government concerning the extent to which its sanitary regulations have been observed at ports of departure by vessels destined to its ports, with a view to facilitating entry of such vessels therein; provided however, that in respect of vessels of any country other than the High Contracting Parties, the Government concerned does not object.

ARTICLE XXXI

Except as otherwise provided in this treaty, the provisions thereof shall apply to all territories under the sovereignty and authority of each of the High Contracting Parties. It is understood, however, that they shall not apply to the Panama Canal Zone.

ARTICLE XXXII

The present Treaty shall be ratified and the ratifications thereof shall be exchanged at Washington. The Treaty shall take effect in all its provisions thirty days from the date of the exchange of ratifications and shall remain in full force for the term of one year thereafter.

If within six months before the expiration of the aforesaid period of one year neither High Contracting Party notifies to the other an intention of modifying by change or omission, any of the provisions of any of the Articles in this Treaty or of terminating it upon the expiration of the aforesaid period, the Treaty shall remain in full force and effect indefinitely after the aforesaid period subject always to termination on a notice of six months.

In witness whereof the respective Plenipotentiaries have signed this Treaty and have affixed their seals thereto.

Done in duplicate, each in the English and Finnish languages, both authentic, at Washington, D.C., this thirteenth day of February, one thousand nine hundred and thirty-four.

CORDELL HULL [SEAL]

L. ÅSTRÖM [SEAL]

PROTOCOL

At the moment of signing the Treaty of Friendship, Commerce and Consular Rights between the United States of America and the Republic of Finland, the undersigned Plenipotentiaries duly authorized by their respective Governments have agreed as follows:

1) Wherever the term "consular officer" is used in this Treaty it shall be understood to mean Consuls General, Consuls, Vice Consuls and Consular

Agents to whom an exequatur or other document of recognition has been issued pursuant to the provisions of paragraph 3 of Article XIX, provided however that the customs courtesies accorded to consular officers under Article XXVII shall apply to consular officers en route to their post for the first time, prior to the receipt of an exequatur.

2) Upon entering into force of the accompanying Treaty of Friendship, Commerce, and Consular Rights, the Agreement effected by exchange of notes between the United States and Finland, signed at Washington, D.C., on May 2, 1925,⁵ and also the Agreement effected by exchange of notes between the United States and Finland, signed at Washington, D.C., on December 21, 1925,⁶ shall cease to be operative.

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

Done in duplicate each in the English and Finnish languages, both authentic, at Washington, D.C., the thirteenth day of February, 1934.

CORDELL HULL [SEAL]

L. ÅSTRÖM [SEAL]

⁵ TS 715, *ante*, p. 701.

⁶ TS 731, *ante*, p. 709.

EXTRADITION

Treaty signed at Washington May 17, 1934, supplementing and amending treaty of August 1, 1924

Senate advice and consent to ratification June 15, 1934

Ratified by the President of the United States June 27, 1934

Ratified by Finland July 5, 1934

Ratifications exchanged at Helsinki August 10, 1934

Entered into force August 10, 1934

Proclaimed by the President of the United States August 13, 1934

49 Stat. 2690; Treaty Series 871

The United States of America and the Republic of Finland, being desirous of enlarging the list of crimes on account of which extradition may be granted under the Treaty concluded between the United States of America and the Republic of Finland on August 1, 1924,¹ with a view to the better administration of justice and the prevention of crime within the two countries, 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; and

The President of the Republic of Finland, Mr. L. Åström, Envoy Extraordinary and Minister Plenipotentiary of Finland to the United States of America;

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 crime is added to the list of crimes numbered 1 to 17 in Article II of the said Treaty of August 1, 1924, on account of which extradition may be granted, that is to say:

18. Fraudulent bankruptcy.

¹ TS 710, *ante*, p. 695.

ARTICLE II

Paragraph three of Article II of the said Treaty of August 1, 1924, is hereby amended by substituting for the words "a girl", contained therein, the word "children", so that this paragraph shall now read: "rape, abortion, and the carnal knowledge of children under the age of twelve years."

ARTICLE III

The present Treaty shall be considered as an integral part of the said Extradition Treaty of August 1, 1924.

ARTICLE IV

The present Treaty 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 Helsinki as soon as possible.

IN WITNESS WHEREOF, the above-mentioned Plenipotentiaries have signed the present Treaty and have hereunto affixed their seals.

DONE, in duplicate, at Washington, this seventeenth day of May, one thousand nine hundred and thirty-four.

CORDELL HULL [SEAL]

L. ÅSTRÖM [SEAL]

RECIPROCAL TRADE

*Agreement signed at Washington May 18, 1936*¹

Approved by the President of Finland October 2, 1936

Proclaimed by the President of the United States October 3, 1936

Entered into force November 2, 1936

*Terminated May 25, 1950, by agreement of January 18, 1950*²

50 Stat. 1436; Executive Agreement Series 97

The President of the United States of America and the President of the Republic of Finland, being desirous of strengthening the traditional bonds of friendship between the two countries by maintaining the principle of equality of treatment as the basis of commercial relations and by granting mutual and reciprocal concessions and advantages for the promotion of trade, have through their respective Plenipotentiaries arrived at the following Agreement:

ARTICLE I

Articles the growth, produce or manufacture of the United States of America, enumerated and described in Schedule I¹ annexed to this Agreement and made a part thereof, shall, on their importation into Finland, 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 Finland in force on the day of the signature of this Agreement.

ARTICLE II

Articles the growth, produce or manufacture of Finland, 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,

¹ For schedules annexed to agreement, see 50 Stat. 1448 or p. 14 of EAS 97.

² 1 UST 459; TIAS 2083.

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 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 Finland agree that the notes included in Schedules I and II are hereby given force and effect as integral parts of this Agreement.

ARTICLE V

Articles the growth, produce or manufacture of the United States of America or Finland, 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 Finland, 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 Finland and the United States of America, respectively, in force on the day of signature of this Agreement.

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 Finland 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 that Schedule, nor by the United States of America on the importation or sale of any article the growth, produce or manufacture of Finland enumerated and described in Schedule II.

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 with respect to 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

1. If the Government of the United States of America or the Government of Finland 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 shall:

(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) Unless otherwise mutually agreed, 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 period, such period to be such as to result in a fair and equitable allotment to the other country; 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 Finland 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 IX

In the event that the Government of the United States of America or the Government of Finland 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 X

The tariff advantages and other benefits provided for in this Agreement are granted by the United States of America and Finland 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 XI

With respect to (1) customs duties or charges of any kind imposed on or in connection with importation or exportation; (2) the method of levying

such duties or charges; (3) all rules and formalities in connection with importation or exportation; and (4) all laws or regulations affecting the sale or use of imported goods within the country, any advantage, favor, privilege or immunity which has been or may hereafter be granted by the United States of America or Finland 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 Finland or the United States of America, respectively.

The provisions of the first paragraph of this Article shall not extend:

(1) to the treatment which is accorded by the United States of America to the commerce of Cuba under the provisions of the Commercial Convention concluded by the United States and Cuba on December 11, 1902,³ or any other commercial agreement thereafter concluded by the United States with Cuba; or to the advantages now accorded or which may hereafter be accorded by the United States of America, its territories or possessions or the Panama Canal Zone to one another or to the Republic of Cuba. This provision 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;

(2) to the benefits which either country has accorded, or may accord, to its neighboring states in order to facilitate local traffic;

(3) to the treatment which Finland accords or may hereafter accord to the commerce of Estonia.

ARTICLE XII

Greater than nominal penalties will not be imposed in the United States of America or in Finland 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 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

³ TS 427, *ante*, vol. 6, p. 1106, CUBA.

of either Government, be established to consider the matter and to submit recommendations to the two Governments.

ARTICLE XIII

In the event that a wide variation occurs in the rate of exchange between the currencies of the United States of America and Finland, 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 XIV

Laws, regulations of administrative authorities and decisions of administrative or judicial authorities of the United States of America or Finland, 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 interested persons 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.

ARTICLE XV

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 Finland, 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 Finland, 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.

ARTICLE XVI

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 under

like circumstances, the provisions of this Agreement shall not extend to regulations for the enforcement of police or revenue laws of the United States or of Finland relating to imports the importation, transportation, or sale of which is prohibited or restricted; or to prohibitions or restrictions (1) imposed on moral or humanitarian grounds; (2) designed to protect human, animal or plant life or health; or (3) relating to prison-made goods.

ARTICLE XVII

In the event that the Government of the United States of America or the Government of Finland adopts any measure or takes any action 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 such measure or taken such action shall consider such representations and proposals as the other Government may make with a view to effecting a mutually satisfactory adjustment of the matter.

ARTICLE XVIII

Nothing in this Agreement shall be deemed to affect the rights and obligations arising out of the Treaty of Friendship, Commerce, and Consular Rights, signed at Washington on February 13, 1934.⁴

ARTICLE XIX

The present Agreement shall come into full force on the thirtieth day following proclamation thereof by the President of the United States of America and approval thereof by the President of Finland, or should the proclamation be issued and the approval be given on different days, on the thirtieth day following the date of the later in time of such proclamation or approval, and shall remain in force for the term of three years thereafter, subject to the provisions of Article VII and Article XIII. The Government of each country shall notify the Government of the other country of the date of its proclamation or approval.

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 the provisions of Article VII and Article XIII, until six months from such time as the Government of either country shall have given notice to the other Government.

⁴ TS 868, *ante*, p. 718.

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

Done in duplicate, in the English and Finnish languages, both authentic, at the city of Washington, this eighteenth day of May, nineteen hundred and thirty-six.

For the President of the United States of America:

CORDELL HULL [SEAL]

For the President of Finland:

EERO JÄRNEFELT [SEAL]

[For schedules annexed to agreement, see 50 Stat. 1448 or p. 14 of EAS 97.]

EXCHANGE OF PUBLICATIONS

Exchange of notes at Washington December 28 and 30, 1938

Entered into force December 30, 1938; operative January 1, 1939

53 Stat. 2071; Executive Agreement Series 139

The Acting Secretary of State to the Finnish Minister

DEPARTMENT OF STATE
WASHINGTON, December 28, 1938

SIR:

I have the honor, with reference to recent correspondence in regard to the broadening of the exchange of official publications between the United States of America and Finland, to express my understanding of the provisions which are to govern the exchange beginning with January 1, 1939, as follows:

1. One copy of each official publication of the several branches of the Government of the United States of America shall be furnished regularly to the Library of Parliament at Helsinki through the medium of the International Exchange Service of the Smithsonian Institution. A list of branches of the Government of the United States of America the publications of which are to be furnished under the present agreement is attached (List No. 1). This list shall be extended, without the necessity of subsequent negotiations, to include any new offices which the Government of the United States of America may create in the future.

2. One copy of each official publication of the several branches of the Government of Finland shall be furnished regularly to the Government of the United States of America. A list describing the publications of the Government of Finland which are to be furnished under the present agreement is attached (List No. 2).

3. This agreement shall not be understood to modify any agreements for the exchange of publications that may already exist between the various departments and other instrumentalities of the Government of the United States of America and the departments and other instrumentalities of the Government of Finland.

Upon the receipt of a note from you confirming the above understanding, my Government will consider the agreement effective as of January 1, 1939. Accept, Sir, the renewed assurances of my highest consideration.

For the Acting Secretary of State:

G. S. MESSERSMITH

The Honorable

EERO JÄRNEFELT,
Minister of Finland.

LIST NO. 1

1. Congress

Congressional records, bound; the Senate and House journals, bound; United States code and supplements, bound; all other publications printed by order of either House of the United States Congress.

2. Executive departments (including without further specification the various bureaus and divisions thereof)

Department of State
Department of the Treasury
Department of War
Department of Justice
Post Office Department
Department of the Navy
Department of the Interior
Department of Agriculture
Department of Commerce
Department of Labor

3. Independent offices and establishments

Civil Service Commission
General Accounting Office
Interstate Commerce Commission
Board of Governors of the Federal Reserve System
Federal Trade Commission
Tariff Commission
Board of Tax Appeals
Federal Power Commission
Federal Housing Administration
Veterans' Administration
National Advisory Committee for Aeronautics
Commission of Fine Arts
Reconstruction Finance Corporation
Federal Home Loan Bank Board
Tennessee Valley Authority
Rural Electrification Administration
Farm Credit Administration
Central Statistical Board
Civilian Conservation Corps
Federal Deposit Insurance Corporation
Securities and Exchange Commission
National Archives
National Resources Committee
National Labor Relations Board
Railroad Retirement Board
Federal Communications Commission
Social Security Board
Maritime Commission
National Mediation Board
Civil Aeronautics Authority

4. Courts

Supreme Court of the United States
Court of Customs and Patent Appeals
Court of Claims

LIST NO. 2

All publications issued by the Parliament of Finland
"Suomen Asetuskokoelma" (Laws, Decrees, etc. in Finnish. One separate series for each calendar year)
"Finlands Författningssamling" (same in Swedish)
"Suomen Asetuskokoelman Sopimussarja" (Treaty Series in Finnish. One separate series for each calendar year)
"Finlands Författningssamlings Fördragsserie" (same in Swedish)
All publications issued, in Finnish and Swedish, by the "Lainvalmistelukunta" (Board for the revision of laws)
Reports of the various Government Committees, in Finnish and also in Swedish when reports are published even in that language
All official statistics (irrespective of by what authorities they are published)
Reports of the Ministries, the Provincial Governments, the Central Boards, and other official institutions
Publications issued by the Supreme Court
Publications issued by the Supreme Court of Administration
"Pieni Lakisarja" (a series of important laws published for practical purposes)
The official publicity literature
Publications issued by the Government Boards of Experiment and Investigation and other official scientific Boards, and publications on the agricultural experimental work. These are published in Finnish and Swedish and sometimes, in addition thereto, in a foreign language.

The Finnish Minister to the Acting Secretary of State

LEGATION OF FINLAND
WASHINGTON, D.C.

No. 3602

DECEMBER 30, 1938

EXCELLENCY:

I have the honor to refer to Your Excellency's note of December 28, 1938, in regard to the broadening of the exchange of official publications between Finland and the United States of America, and to inform that my Government fully agrees to and accepts the understanding quoted in said note.

Consequently, my Government will consider the agreement effective as of January 1, 1939.

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

EERO JÄRNEFELT

His Excellency Mr. SUMNER WELLES
Acting Secretary of State
Washington, D.C.

MILITARY OBLIGATIONS OF PERSONS HAVING DUAL NATIONALITY

Convention signed at Helsinki January 27, 1939

Senate advice and consent to ratification August 1, 1939

Ratified by the President of the United States August 14, 1939

Ratified by Finland September 29, 1939

Ratifications exchanged at Helsinki October 3, 1939

Entered into force October 3, 1939

Proclaimed by the President of the United States October 7, 1939

54 Stat. 1712; Treaty Series 953

The United States of America and the Republic of Finland, being desirous of regulating the question of exemption from military obligations of persons possessing the nationality of both the High Contracting Parties, have decided to conclude a convention for that purpose, and have appointed as their Plenipotentiaries:

The President of the United States of America:

Mr. H. F. Arthur SCHOENFELD, Envoy Extraordinary and Minister Plenipotentiary of the United States of America to the Republic of Finland;

and

The President of the Republic of Finland:

Mr. Juho Eljas ERKKO, Minister of Foreign Affairs of the Republic of Finland;

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

ARTICLE I

A person possessing the nationality of both the High Contracting Parties who habitually resides in the territory of one of them and who is in fact most closely connected with that Party shall be exempt from all military obligations in the territory of the other Party.

ARTICLE II

The present convention shall be ratified and the ratifications thereof shall be exchanged at Helsinki. It shall take effect in all its provisions on the day of the exchange of ratifications and shall continue in force for the term of ten years from that day.

If within six months before the expiration of ten years from the day on which the present convention shall come into force, neither High Contracting Party notifies the other of an intention of terminating the convention upon the expiration of the aforesaid period of ten years, the convention shall remain in full force and effect after the aforesaid period and until six months from such a time as either of the High Contracting Parties shall have notified to the other an intention of terminating the convention.

In witness whereof, the respective Plenipotentiaries have signed the present convention and have affixed their seals thereto.

Done in duplicate, in the English and Finnish languages, both authentic, at Helsinki, this twenty-seventh day of January, nineteen hundred and thirty nine.

H. F. ARTHUR SCHOENFELD [SEAL]

ELJAS ERKKO [SEAL]

DOUBLE TAXATION: SHIPPING PROFITS

*Exchange of notes at Washington June 6, 1946, and January 7, 1947
Entered into force January 7, 1947; operative from November 19, 1943
Superseded January 1, 1952, by convention of March 3, 1952*¹

61 Stat. 2671; Treaties and Other
International Acts Series 1596

The Finnish Minister to the Secretary of State

LEGATION OF FINLAND
WASHINGTON, D. C.

4962

JUNE 6, 1946

EXCELLENCY,

I have the honor to inform Your Excellency that the Government of Finland is desirous of entering into an agreement with the Government of the United States of America relating to reciprocal exemption from double taxation on shipping profits.

With a view to obtaining from the appropriate authorities of the Government of the United States of America a decision that Finland meets the requirements, with respect to reciprocal exemption, of the applicable United States revenue laws, and consequently that the income of Finnish nationals and corporations which consists exclusively of earnings derived from the operation of ships documented under the laws of Finland are exempted from taxation by the United States, I furnish the following information, under the instructions from my Government, with respect to the provisions of Finnish law under which, on the basis of reciprocity, shipping profits of United States nationals and corporations are accorded exemption from Finnish income tax:

"The Government is empowered to allow exceptions on the basis of reciprocity from the provisions of this law with regard to the obligatory payment of tax on income derived from abroad and on property located there and also as regards the liability to taxation of a foreign individual as well as of a foreign state, corporation, institution and foundation." (Section 6 of "Law Regarding Tax on Income and Property", enacted November 19, 1943, No. 388).

¹ 3 UST 4485; TIAS 2596.

The Government of Finland would appreciate, therefore, receiving assurances from the Government of the United States of America with respect to the granting of the tax exemption, as requested above, on a basis of reciprocity. The Government of Finland will consider an agreement to this effect between the two Governments as being concluded and in force beginning with the date specified in Your Excellency's reply note giving such assurances. The Government of Finland will understand that such agreement may be terminated at any time by a six months' notice in writing given by either Government to the other Government.

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

K. T. JUTILA

His Excellency

The Honorable JAMES F. BYRNES

The Secretary of State

The Department of State

Washington

The Secretary of State to the Finnish Minister

DEPARTMENT OF STATE

WASHINGTON

January 7 1947

SIR:

I have the honor to refer to your note dated June 6, 1946, relating to the desire of the Government of Finland to enter into an agreement with the Government of the United States of America relating to reciprocal exemption from double taxation on shipping profits.

A copy of your note was sent to the Secretary of the Treasury with a view to obtaining an expression of the views of the Treasury Department with respect to this matter. A letter dated October 30, 1946 has been received from the Treasury Department in which, after references to the Legation's note and to the Finnish income tax law cited in that note, and to section 3 of the Finnish Law of December 5, 1924 on the same subject, it is pointed out that the corresponding provisions of United States income tax law provide in the case of a nonresident alien or foreign corporation for exemption of earnings derived from the operation of ships documented under the laws of a foreign country which grants an equivalent exemption to citizens of the United States of America and to corporations organized in the United States of America. (Section 212 (b) and section 231 (d), Internal Revenue Code.)

The Treasury Department's letter contains the following statement:

"It is the view of this Department that from the date specified in your reply note to the Finnish Legation, Finland will satisfy the equivalent exemption provisions of section 212 (b) and 231 (d) of the Internal Revenue Code, and hence that the Government of the United States may give to the Government of Finland assurances that the income of Finnish nationals and Finnish corporations which consists exclusively of earnings derived from the operation of ships documented under the laws of Finland will be exempt from United States income tax from such specified date."

It is, therefore, the view of the Government of the United States of America that Finland meets the requirements, with respect to reciprocal exemption, of the applicable United States revenue laws, and consequently that the income of Finnish nationals and corporations which consists exclusively of earnings derived from the operation of ships documented under the laws of Finland are exempted from taxation by the United States of America.

The Government of the United States of America considers that your note above-mentioned and this reply note constitute an agreement between the two Governments with respect to this matter, it being understood that this agreement, and the exemption from United States taxes to which it relates, shall be deemed to be effective beginning November 19, 1943, the date of the Finnish law cited in your note. It is understood, further, that this agreement may be terminated at any time by a six months' notice in writing given by either Government to the other Government.

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

For the Secretary of State:

WILLARD L. THORP

The Honorable

Dr. K. T. JUTILA,

Minister of Finland.

AIR TRANSPORT SERVICES

*Agreement signed at Helsinki March 29, 1949, with annex and schedule
Entered into force April 28, 1949*

63 Stat. 2550; Treaties and Other
International Acts Series 1945

AIR TRANSPORT AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND FINLAND

The Government of the United States of America and the Government of Finland,

Desiring to conclude an Agreement for the purpose of promoting direct air communications between their respective territories,

Have accordingly appointed authorized representatives for this purpose, who have agreed as follows:

ARTICLE 1

For the purposes 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 Finland, the Office of Civil Aviation of the Ministry of Communications and Public Works and any person or agency authorized to perform the functions exercised at present by the said Office of Civil Aviation.

(B) The term "designated airlines" shall mean those airlines that the aeronautical authorities of one of the contracting parties have communicated in writing to the aeronautical authorities of the other contracting party that they are the airlines that it has designated in conformity with Article 3 of the present Agreement for the routes specified in such designation.

(C) 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, 1944.¹

¹ TIAS 1591, *ante*, vol. 3, p. 945.

(D) 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 as 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 3

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 2 to designate an airline or airlines for the route concerned has authorized an airline for such route, and the contracting party granting the rights shall, subject to Article 7 hereof, be bound to give the appropriate operating permission to the airline or airlines concerned; provided that the airlines so designated may be required to qualify before the competent aeronautical authorities of the contracting party granting the rights under the laws and regulations normally applied by these authorities before being permitted to engage in the operations contemplated by this agreement; and provided that in the United States Zones in Germany and Austria, such operations 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 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 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 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 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 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 airlines designated by 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 9 hereof, each contracting party reserves the right to withhold or revoke the exercise of the rights specified in the Annex to this Agreement 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 and all contracts connected therewith shall be registered with the International Civil Aviation Organization.

ARTICLE 9

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 10

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 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 11

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 12

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 diplomatic note requesting arbitration of a dispute; and the third arbitrator shall be agreed upon within three months of the date of delivery of such note. 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. A moiety of the expenses of the arbitral tribunal shall be borne by each party.

ARTICLE 13

Changes made by either contracting party in the routes described in the schedule attached, except those which change the points served by its airlines in the territory of the other contracting party, shall not be considered as modification 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 Section VII of the Annex to the present Agreement, interests of their airline or airlines 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 arrive at a satisfactory agreement.

ARTICLE 14

This Agreement, including the provisions of the Annex thereto, will come into force thirty (30) days from 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 Helsinki, Finland, this 29th day of March, 1949.

For the Government of the United States of America:

AVRA M. WARREN [SEAL]

For the Government of Finland:

UUNO TAKKI [SEAL]

ANNEX

SECTION I

The Government of Finland grants to the Government of the United States of America the right to conduct air transport services by one or more airlines of United States nationality designated by the latter country on the routes, specified in paragraph one of the Schedule attached, which transit or serve commercially the territory of Finland.

SECTION II

The Government of the United States of America grants to the Government of Finland the right to conduct air transport services by one or more

airlines of Finnish nationality designated by the latter country on the routes, specified in paragraph two of the Schedule attached, which transit or serve commercially the territory of the United States of America.

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 nontraffic purposes, as well as the right of commercial entry and departure for international traffic in passengers, cargo and mail at the points enumerated on each of the routes specified in the Schedule attached.

SECTION IV

The air transport facilities available hereunder to the travelling public 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 on any route between their respective territories covered by this Agreement and Annex.

SECTION VI

In the operation by the airlines of either contracting party of the trunk 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 provides 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 the present 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 to disembark on such services international traffic destined for and coming from third countries at a point or points on the routes specified in the present 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 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 the territory of Finland referred to in the attached Schedule 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.

parties at least thirty (30) days before the proposed date of introduction;

(C) Any rate proposed by the airline or airlines of either contracting party shall be filed with the aeronautical authorities of both contracting parties 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 February 28, 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 Finland 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 of United States airlines 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 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 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 best efforts 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) 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 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 inauguration or continuation of the service in question at the rate complained of.

(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, upon the request of either, both contracting parties shall submit the question to the International Civil Aviation Organization 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.

SCHEDULE

1. An airline or airlines designated by the Government of the United States of America shall be entitled to operate air services on the air routes specified in this paragraph, via intermediate points, in both directions, and to make scheduled landings in Finland at the points so specified:

The United States over a North Atlantic route to Helsinki.

2. An airline or airlines designated by the Government of Finland shall be entitled to operate air services on the air routes specified in this paragraph, via intermediate points, in both directions, and to make scheduled landings in the United States at the points so specified:

Finland over a North Atlantic route to New York.

3. Points on any of the specified routes may at the option of the designated airline or airlines be omitted on any or all flights.

CLAIMS: U.S. OBLIGATIONS IN REQUISITIONING OF FINNISH VESSELS

Exchange of notes at Washington November 1, 1949

Entered into force November 1, 1949

Claims paid in full November 1, 1949

64 Stat. B69; Treaties and Other
International Acts Series 2005

The Secretary of State to the Finnish Minister

DEPARTMENT OF STATE

WASHINGTON

November 1, 1949

SIR:

I have the honor to refer to previous correspondence, and also to oral discussions between officials of your Government and the Government of the United States concerning claims asserted by your Government for compensation for the taking of the vessels, Aagot, Advance, Anja, Asta, Atlas II, Aurora, Delaware, Koura, Kurikka, Kuurtanes, Marisa Thorden, Olivia, Pandia, Saimaa, and Wipunen.

On behalf of the United States Government, I wish to offer to your Government, in full satisfaction of obligations of the United States incident to the requisitioning, or use, of the aforementioned vessels, the sum of \$5,500,000 together with interest thereon at 4 per cent per annum from June 30, 1949 to the date of this note. This offer is made with the understanding that all claims for and against the United States in connection with this matter are extinguished, and with the further understanding that the Finnish Government will hold the Government of the United States harmless against any and all claims of any nature or source whatsoever arising out of the requisitioning, or use, or in any wise relating to the requisitioning or use, of the aforementioned vessels. Payment will be made to the Finnish Government when it shall have secured the dismissal with prejudice of the suits for compensation for the aforementioned vessels filed with the United States Court of Claims.

I would appreciate being informed whether the Finnish Government agrees to this proposed settlement. Upon the receipt of a note from you indicating the agreement of your Government, it will be considered that these notes record the understanding of the two Governments with respect to the matter.

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

For the Secretary of State:

DEAN RUSK

The Honorable

K. T. JUTILA,

Minister of Finland.

The Finnish Minister to the Secretary of State

LEGATION OF FINLAND
WASHINGTON, D.C.

4631

NOVEMBER 1, 1949

EXCELLENCY,

I have the honor to acknowledge the receipt of Your Excellency's note of this date respecting satisfaction of obligations of the United States incident to the requisitioning or the use of certain Finnish vessels; namely, AAGOT, ADVANCE, ANJA, ASTA, ATLAS II, AURORA, DELAWARE, KOURA, KURIKKA, KUURTANES, MARISA THORDEN, OLIVIA, PANDIA, SAIMAA, and WIPUNEN.

In my reply I beg to inform Your Excellency that I have received from my Government due authorization to agree to all the terms proposed in Your Excellency's note, as follows:

[For terms of agreement, see second paragraph of U.S. note, above.]

I wish also in this connection to inform Your Excellency that the necessary steps to secure the dismissal with prejudice of the suits for compensation for the aforementioned vessels have already been taken.

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

K. T. JUTILA

His Excellency

The Honorable DEAN ACHESON

Secretary of State

Department of State

Washington, D.C.

France

AMITY AND COMMERCE

Treaty, with annex, signed at Paris February 6, 1778; declarations signed at Versailles September 1, 1778, suppressing articles 11 and 12 Ratified by the Congress of the United States (Continental Congress) May 4, 1778

Ratified by France July 16, 1778

Ratifications exchanged at Paris July 17, 1778

Entered into force July 17, 1778

*Declared abrogated by Act of Congress approved July 7, 1798*¹

8 Stat. 12; Treaty Series 83²

TREATY OF AMITY AND COMMERCE

The most Christian King, and the thirteen United States of North America, to wit, New-Hampshire, Massachusetts Bay, Rhodeisland, Connecticut, New York, New-Jersey, Pennsylvania, Delaware, Maryland, Virginia, North-Carolina, South Carolina, & Georgia, willing to fix in an equitable and permanent manner the Rules which ought to be followed relative to the Correspondence & Commerce which the two Parties desire to establish between their respective Countries, States, and Subjects, his most Christian Majesty and the said United States have judged that the said End could not be better obtained than by taking for the Basis of their Agreement the most perfect Equality and Reciprocity, and by carefully avoiding all those

¹ 1 Stat. 578. The act declared that, since the treaties concluded between the United States and France had been repeatedly violated on the part of the French Government, and since attempts to negotiate an amicable adjustment had been repelled with indignity, the United States was freed and exonerated from them and that "the same shall not henceforth be regarded as legally obligatory on the Government or citizens of the United States." For details concerning the termination of those treaties, see John Bassett Moore, *A Digest of International Law*, vol. V, pp. 356-358, and Samuel B. Grandall, *Treaties, Their Making and Enforcement*, 2d ed., pp. 462-463. See also art. II deleted from convention of Sept. 30, 1800 ('TS 85), *post*, p. 802.

² For a detailed study of this treaty, see 2 Miller 3.

burthensome Preferences, which are usually Sources of Debate, Embarrassment and Discontent; by leaving also each Party at Liberty to make, respecting Commerce and Navigation, those interior Regulations which it shall find most convenient to itself; and by founding the Advantage of Commerce solely upon reciprocal Utility, and the just Rules of free Intercourse; reserving withal to each Party the Liberty of admitting at its pleasure other Nations to a Participation of the same Advantages. It is in the Spirit of this Intention, and to fulfil these Views, that his said Majesty having named and appointed for his Plenipotentiary Conrad Alexander Gerard, Royal *Sindic* of the City of Strasbourg, Secretary of his Majesty's Council of State, and the United States on their Part, having fully empower'd Benjamin Franklin Deputy from the State of Pennsylvania to the general Congress, and President of the Convention of said State, Silas Deane late Deputy from the State of Connecticut to the said Congress, and Arthur Lee Councillor at Law; The said respective Plenipotentiaries after exchanging their Powers, and after mature Deliberation, have concluded and agreed upon the following Articles.

ARTICLE 1st

There shall be a firm, inviolable and universal Peace, and a true and sincere Friendship between the most Christian King, his Heirs and Successors, and the United States of America; and the Subjects of the most Christian King and of the said States; and between the Countries, Islands, Cities, and Towns, situate under the Jurisdiction of the most Christian King, and of the said United States, and the People and Inhabitants of every Degree, without exception of Persons or Places; & the Terms herein after mentioned shall be perpetual between the most Christian King his Heirs and Successors and the said United States.

ARTICLE 2nd

The most Christian King, and the United States 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 Favour, freely, if the Concession was freely made, or on allowing the same Compensation, if the Concession was Conditional.

ARTICLE 3^d

The Subjects of the most Christian King shall pay in the Ports, Havens, Roads, Countries, Islands, Cities or Towns, of the United States or any of them, no other or greater Duties or Imposts of what Nature soever they may be, or by what Names soever called, than those which the Nations most favoured are or shall be obliged to pay; and they shall enjoy all the Rights, Liberties, Privileges, Immunities and Exemptions in Trade, Navigation and Commerce, whether in passing from one Port in the said States to another, or in going to and from the same, from and to any Part of the World, which the said Nations do or shall enjoy.

ARTICLE 4

The Subjects, People and Inhabitants of the said United States, and each of them, shall not pay in the Ports, Havens, Roads, Isles, Cities & Places under the Domination of his most Christian Majesty in Europe, any other or greater Duties or Imposts, of what Nature soever, they may be, or by what Name soever called, than those which the most favour'd Nations are or shall be obliged to pay; & they shall enjoy all the Rights, Liberties, Privileges, Immunities & Exemptions, in Trade, Navigation and Commerce, whether in passing from one Port in the said Dominions in Europe to another, or in going to and from the same, from and to any Part of the World, which the said Nations do or shall enjoy.

ARTICLE 5

In the above Exemption is particularly comprised the Imposition of 100 Sols p^r Ton, established in France on foreign Ships; unless when the Ships of the United States shall load with the Merchandize of France for another Port of the same Dominion, in which Case the said Ships shall pay the Duty abovementioned so long as other Nations the most favour'd shall be obliged to pay it. But it is understood that the said United States or any of them are at Liberty when they shall judge it proper, to establish a Duty equivalent in the same Case.

ARTICLE 6

The most Christian King shall endeavour by all the means in his Power to protect and defend all Vessels and the Effects belonging to the Subjects, People or Inhabitants of the said United States, or any of them, being in his Ports, Havens or Roads or on the Seas near to his Countries, Islands, Cities or Towns and to recover and restore to the right owners, their agents or Attornies all such Vessels & Effects, which shall be taken within his Jurisdiction; and the Ships of War of his most Christian Majesty or any Convoys sailing under his authority shall upon all Occasions take under their Protection all Vessels belonging to the Subjects, People or Inhabitants of the said United States, or any of them & holding the same Course or going the same Way, and shall defend such Vessels, as long as they hold the same Course or go the same way, against all Attacks, Force and Violence in the same manner, as they ought to protect and defend the Vessels belonging to the Subjects of the most Christian King.

ARTICLE 7

In like manner the said United States and their Ships of War sailing under their Authority shall protect and defend, conformable to the Tenor of the preceeding Article, all the Vessels and Effects belonging to the Subjects of the most Christian King; and use all their Endeavours to recover & cause to be restored the said Vessels and Effects, that shall have been taken within the Jurisdiction of the said United States or any of them.

ARTICLE 8

The most Christian King will employ his good Offices and Interposition with the King or Emperor of Morocco or Fez, the Regencies of Algier, Tunis and Tripoli, or with any of them, and also with every other Prince, State or Power of the Coast of Barbary in Africa, and the Subjects of the said King Emperor, States and Powers, and each of them; in order to provide as fully and efficaciously as possible for the Benefit, Conveniency and Safety of the said United States, and each of them, their Subjects, People, and Inhabitants, and their Vessels and Effects, against all Violence, Insult, Attacks, or Depredations on the Part of the said Princes and States of Barbary, or their Subjects.

ARTICLE 9

The Subjects, Inhabitants, Merchants, Commanders of Ships, Masters and Mariners of the States, Provinces, and Dominions of each Party respectively shall abstain and forbear to fish in all Places possessed or which shall be possessed by the other Party: The most Christian Kings Subjects shall not fish in the Havens, Bays, Creeks, Roads, Coasts or Places, which the said United States hold or shall hereafter hold; and in like manner the Subjects, People and Inhabitants of the said United States shall not fish in the Havens, Bays, Creeks, Roads, Coasts or Places, which the most Christian King possesses or shall hereafter possess; and if any Ship or Vessel shall be found fishing contrary to the Tenor of this Treaty, the said Ship or Vessel with its lading, proof being made thereof, shall be confiscated. It is however understood, that the Exclusion stipulated in the present Article shall take place only so long, and so far as the most Christian King or the United States shall not in this respect have granted an Exemption to some other Nation.

ARTICLE 10

The United States, their Citizens and Inhabitants, shall never disturb the Subjects, of the most Christian King in the Enjoyment and Exercise of the Right of Fishing on the Banks of Newfoundland; nor in the indefinite and exclusive Right which belongs to them on that Part of the Coast of that Island which is designed by the Treaty of Utrecht; ³ nor in the Rights relative to all and each of the Isles which belong to his most Christian Majesty; the whole conformable to the true Sense of the Treaties of Utrecht and Paris.⁴

³ Treaty signed for France and Great Britain at Utrecht Apr. 11, 1713 (for extract of art. XIII, see *British and Foreign State Papers*, vol. 1, p. 420). Art. XIII renewed by peace treaty of May 30, 1814 (*ibid.*, p. 162).

⁴ Treaty signed for France and Great Britain at Paris Feb. 10, 1763 (for extract of art. V, see *ibid.*, p. 422). Art. V renewed by peace treaty of May 30, 1814 (*ibid.*, p. 162).

ARTICLE 11 ⁵

It is agreed and concluded that there shall never be any Duty imposed on the Exportation of the Mellasses that may be taken by the Subjects of any of the United States from the Islands of America which belong or may hereafter appertain to his most Christian Majesty.

ARTICLE 12 ⁵

In compensation of the Exemption stipulated by the preceeding Article, it is agreed and concluded that there shall never be any Duties imposed on the Exportation of any kind of Merchandize which the Subjects of his most Christian Majesty may take from the Countries and Possessions present or future of any of the thirteen United States, for the Use of the Islands which shall furnish Melasses.

ARTICLE 13

The Subjects and Inhabitants of the said United States, or any one of of them, shall not be reputed Aubains in France, & consequently shall be exempted from the *Droit d'Aubaine* or other similar Duty under what name soever. They may by Testament, Donation, or otherwise dispose of their Goods moveable and immoveable in favour of such Persons as to them shall seem good; and their Heirs, Subjects of the Said United States, residing whether in France or elsewhere, may succeed them *ab intestat*, without being obliged to obtain Letters of Naturalization, and without having the Effect of this Concession contested or impeded under Pretext of any Rights or Prerogatives of Provinces, Cities, or Private Persons. And the said Heirs, whether such by particular Title, or *ab intestat*, shall be exempt from all Duty called *Droit de Detraction*, or other Duty of the same kind; saving nevertheless, the local Rights or Duties as much and as long as similar ones are not established by the United States or any of them. The Subjects of the most Christian King shall enjoy on their Part, in all the Dominions of the s.^d States, an entire and perfect Reciprocity relative to the Stipulations contained in the present Article.

But it is at the same Time agreed that its Contents shall not affect the Laws made or that may be made hereafter in France against Emigrations, which shall remain in all their Force and Vigour; and the United States on their Part, or any of them, shall be at Liberty to enact such Laws relative to that Matter, as to them shall seem proper.

ARTICLE 14

The merchant Ships of either of the Parties, which shall be making into a Port belonging to the Enemy of the other Ally and concerning whose Voyage & the Species of Goods on board her there shall be just Grounds of

⁵ For declarations suppressing arts. 11 and 12, see p. 775.

Suspicion shall be obliged to exhibit as well upon the high Seas as in the Ports and Havens not only her Passports, but likewise Certificates expressly shewing that her Goods are not of the Number of those, which have been prohibited as contraband.

ARTICLE 15

If by the exhibiting of the above said Certificates, the other Party discover there are any of those Sorts of Goods, which are prohibited and declared contraband and consigned for a Port under the Obedience of his Enemies, it shall not be lawful to break up the Hatches of such Ship, or to open any Chest, Coffers, Packs, Casks, or any other Vessels found therein, or to remove the smallest Parcels of her Goods, whether such Ship belongs to the Subjects of France or the Inhabitants of the said United States, unless the lading be brought on Shore in the presence of the Officers of the Court of Admiralty and an Inventory thereof made; but there shall be no allowance to sell, exchange, or alienate the same in any manner, untill after that due and lawful Process shall have been had against such prohibited Goods, and the Court of Admiralty shall, by a Sentence pronounced, have confiscated the same: saving always as well the Ship itself as any other Goods found therein, which by this Treaty are to be esteemed free: neither may they be detained on pretence of their being as it were infected by the prohibited Goods, much less shall they be confiscated as lawful Prize: But if not the whole Cargo, but only part thereof shall consist of prohibited or contraband Goods and the Commander of the Ship shall be ready and willing to deliver them to the Captor, who has discovered them, in such Case the Captor having received those Goods shall forthwith discharge the Ship and not hinder her by any means freely to prosecute the Voyage, on which she was bound. But in Case the Contraband Merchandises, cannot be all receiv'd on board the Vessel of the Captor, then the Captor may, notwithstanding the Offer of delivering him the Contraband Goods, carry the Vessel into the nearest Port agreeable to what is above directed.

ARTICLE 16

On the contrary it is agreed, that whatever shall be found to be laden by the Subjects and Inhabitants of either Party on any Ship belonging to the Enemies of the other or to their Subjects, the whole although it be not of the Sort of prohibited Goods may be confiscated in the same manner, as if it belonged to the Enemy, except such Goods and Merchandizes as were put on board such Ship before the Declaration of War, or even after such Declaration, if so be it were done without knowledge of such Declaration. So that the Goods of the Subjects and People of either Party, whether they be of the Nature of such as are prohibited or otherwise, which, as is afore-said were put on board any Ship belonging to an Enemy before the War,

or after the Declaration of the same, without the Knowledge of it, shall no ways be liable to confiscation, but shall well and truly be restored without Delay to the proprietors demanding the same; but so as that, if the said Merchandizes be contraband, it shall not be any Ways lawful to carry them afterwards to any Ports belonging to the Enemy. The two contracting Parties agree, that the Term of two Months being passed after the Declaration of War, their respective Subjects, from whatever Part of the World they come, shall not plead the Ignorance mentioned in this Article.

ARTICLE 17

And that more effectual Care may be taken for the Security of the Subjects and Inhabitants of both Parties, that they suffer no injury by the men of War or Privateers of the other Party, all the Commanders of the Ships of his most Christian Majesty & of the said United States and all their Subjects and Inhabitants shall be forbid doing any Injury or Damage to the other Side; and if they act to the contrary, they shall be punished and shall moreover be bound to make Satisfaction for all Matter of Damage, and the Interest thereof, by reparation, under the Pain and obligation of their Person and Goods.

ARTICLE 18

All Ships and Merchandizes of what Nature soever which shall be rescued out of the Hands of any Pirates or Robbers on the high Seas, shall be brought into some Port of either State and shall be delivered to the Custody of the Officers of that Port, in order to be restored entire to the true Proprietor as soon as due and sufficient Proof shall be made concerning the Property thereof.

ARTICLE 19

It shall be lawful for the Ships of War of either Party & Privateers freely to carry whithersoever they please the Ships and Goods taken from their Enemies, without being obliged to pay any Duty to the Officers of the Admiralty or any other Judges; nor shall such Prizes be arrested or seized, when they come to and enter the Ports of either Party; nor shall the Searchers or other Officers of those Places search the same or make examination concerning the Lawfulness of such Prizes, but they may hoist Sail at any time and depart and carry their Prizes to the Places express'd in their Commissions, which the Commanders of such Ships of War shall be obliged to shew: On the contrary no Shelter or Refuge shall be given in their Ports to such as shall have made Prize of the Subjects, People or Property of either of the Parties; but if such shall come in, being forced by Stress of Weather or the Danger of the Sea, all proper means shall be vigorously used that they go out and retire from thence as soon as possible.

ARTICLE 20

If any Ship belonging to either of the Parties their People or Subjects, shall, within the Coasts or Dominions of the other, stick upon the Sands or be wrecked or suffer any other Damage, all friendly Assistance and Relief shall be given to the Persons shipwrecked or such as shall be in danger thereof; and Letters of safe Conduct shall likewise be given to them for their free and quiet Passage from thence, and the return of every one to his own Country.

ARTICLE 21

In Case the Subjects and Inhabitants of either Party with their shipping whether publick and of War or private and of Merchants, be forced, through Stress of Weather, pursuit of Pirates or Enemies, or any other urgent necessity for seeking of Shelter and Harbour, to retreat and enter into any of the Rivers, Bays, Roads or Ports belonging to the other Party, they shall be received and treated with all humanity and Kindness and enjoy all friendly Protection & Help; and they shall be permitted to refresh and provide themselves at reasonable Rates with victuals and all things needful for the sustenance of their Persons or reparation of their Ships and conveniency of their Voyage; and they shall no Ways be detained or hindred from returning out of the said Ports or Roads but may remove and depart when and whither they please without any let or hindrance.

ARTICLE 22

For the better promoting of Commerce on both Sides, it is agreed that if a War shall break out between the said two Nations, six Months after the Proclamation of War shall be allowed to the Merchants in the Cities and Towns, where they live, for selling and transporting their Goods and Merchandizes; and if any thing be taken from them, or any Injury be done them within that Term by either Party or the People or Subjects of either, full Satisfaction shall be made for the same.

ARTICLE 23

No Subjects of the most Christian King shall apply for or take any Commission or Letters of marque for arming any Ship or Ships to act as Privateers against the said United States or any of them or against the Subjects People or Inhabitants of the said United States or any of them or against the Property of any of the Inhabitants of any of them from any Prince or State with which the said United States shall be at War. Nor shall any Citizen Subject or Inhabitant of the said United States or any of them apply for or take any Commission or letters of marque for arming any Ship or Ships to act as Privateers against the Subjects of the most Christian King or any of them or the Property of any of them from any Prince or State with which

the said King shall be at War: And if any Person of either Nation shall take such Commissions or Letters of Marque he shall be punished as a Pirate.

ARTICLE 24

It shall not be lawful for any foreign Privateers, not belonging to Subjects of the most Christian King nor Citizens of the said United States, who have Commissions from any other Prince or State in enmity with either Nation to fit their Ships in the Ports of either the one or the other of the aforesaid Parties, to sell what they have taken or in any other manner whatsoever to exchange their Ships, Merchandizes or any other lading; neither shall they be allowed even to purchase victuals except such as shall be necessary for their going to the next Port of that Prince or State from which they have Commissions.

ARTICLE 25

It shall be lawful for all and singular the Subjects of the most Christian King and the Citizens People and Inhabitants of the said United States 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 the most Christian King or the United States. It shall likewise be Lawful for the Subjects and Inhabitants aforesaid to sail with the Ships and Merchandizes aforementioned 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 aforementioned 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 the same Prince or under several; And it is hereby stipulated that free Ships shall also give a freedom to Goods, and that everything shall be deemed to be free and exempt, which shall be found on board the Ships belonging to the Subjects of either of the Confederates, 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 Soldiers and in actual Service of the Enemies.

ARTICLE 26

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, Arms, great Guns, Bombs with the fuzes, and other things belonging to them, Cannon Ball, Gun powder, Match, Pikes, Swords,

Lances, Spears, halberds, Mortars, Petards, Granades, Salt Petre, Muskets, Musket Ball, Bucklers, Helmets, breast Plates, Coats of Mail and the like kinds of Arms proper for arming Soldiers, Musket rests, belts, Horses with their Furniture, and all other Warlike Instruments whatever. These Merchandizes which follow shall not be reckoned among Contraband or prohibited Goods, that is to say, all sorts of Cloths, and all other Manufactures woven of any wool, Flax, Silk, Cotton, or any other Materials whatever; all kinds of wearing Apparel together with the Species, whereof they are used to be made; gold & Silver as well coined as uncoin'd, Tin, Iron, Latten, Copper, Brass Coals, as also Wheat and Barley and any other kind of Corn and pulse; Tobacco and likewise all manner of Spices; salted and smoked Flesh, salted Fish, Cheese and Butter, Beer, Oils, Wines, Sugars and all sorts of Salts; & in general all Provisions, which serve for the nourishment of Mankind and the sustenance of Life; furthermore all kinds of Cotton, hemp, Flax, Tar, Pitch, Ropes, Cables, Sails, Sail Cloths, Anchors and any Parts of Anchors; also Ships Masts, Planks, Boards and Beams of what Trees soever; and all other Things proper either for building or repairing Ships, and all other Goods whatever, which have not been worked into the form of any Instrument or thing prepared for War by Land or by Sea, shall not be reputed Contraband, much less such as have been already wrought and made up for any other Use; all which shall be wholly reckoned among free Goods: as likewise all other Merchandizes and things, which are not comprehended and particularly mentioned in the foregoing enumeration of contraband Goods: so that they may be transported and carried in the freest manner by the Subjects of both Confederates even to Places belonging to an Enemy such Towns or Places being only excepted as are at that time besieged, blocked up or invested.

ARTICLE 27

To the End that all manner of Dissentions and Quarrels may be avoided and prevented on one Side and the other, it is agreed, that in case either of the Parties hereto should be engaged in War, the Ships and Vessels belonging to the Subjects or People of the other Ally 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 the said Ship, that it may appear thereby, that the Ship really & truly belongs to the Subjects of one of the Parties, which Passports shall be made out and granted according to the Form annexed to this Treaty; ⁶ they shall likewise be recalled every Year, that is if the Ship happens to return home within the Space of a Year. It is likewise agreed, that such Ships being laden are to be provided not only with Passports as above mentioned, but also with Certificates containing the several Particulars of the Cargo, the Place whence the Ship sailed and whither she is bound, that so it may be known, whether any forbidden or

⁶ See p. 774.

contraband Goods be on board the same: which Certificates shall be made out by the Officers of the Place, whence the Ship set sail, in the accustomed Form. And if any one shall think it fit or adviseable to express in the said Certificates the Person to whom the Goods on board belong, he may freely do so.

ARTICLE 28

The Ships of the Subjects and Inhabitants of either of the Parties, coming upon any Coasts belonging to either of the said Allies, but not willing to enter into Port, or being entered into Port and not willing to unload their Cargoes or break Bulk, they shall be treated according to the general Rules prescribed or to be prescribed relative to the Object in Question.

ARTICLE 29

If the Ships of the said Subjects, People or Inhabitants of either of the Parties shall be met with either sailing along the Coasts or on the high Seas by any Ship of War of the other or by any Privateers, the said Ships of War or Privateers, for the avoiding of any Disorder shall remain out of Cannon Shot, and may send their Boats aboard the Merchant Ship, which they shall so meet with, and may enter her to number of two or three Men only to whom the Master or Commander of such Ship or Vessel shall exhibit his passport concerning the Property of the Ship made out according to the Form inserted in this present Treaty, and the Ship, when she shall have shewed such Passport shall be free and at Liberty to pursue her Voyage, so as it shall not be lawful to molest or search her in any manner or to give her chase, or force her to quit her intended Course.

ARTICLE 30

It is also agreed that all Goods, when once put on board the Ships or Vessels of either of the two contracting Parties shall be subject to no farther Visitation; but all Visitation or Search shall be made before hand, and all prohibited Goods shall be stopped on the Spot, before the same be put on board, unless there are manifest Tokens or Proofs of fraudulent Practice; nor shall either the Persons or goods of the Subjects of his most Christian Majesty or the United States be put under any arrest or molested by any other kind of Embargo for that Cause; and only the Subject of that State, to whom the said Goods have been or shall be prohibited and who shall presume to sell or alienate such sort of Goods shall be duly punished for the Offence.

ARTICLE 31

The two contracting Parties grant mutually the Liberty of having each in the Ports of the other, Consuls, Vice Consuls, Agents and Commissaries, whose Functions shall be regulated by a particular Agreement.

ARTICLE 32

And the more to favour and facilitate the Commerce which the Subjects of the United States may have with France, the most Christian King will grant them in Europe one or more free Ports, where they may bring and dispose of all the Produce and Merchandize of the thirteen United States; and his Majesty will also continue to the Subjects of the said States, the free Ports which have been and are open in the french Islands of America. Of all which free Ports, the said Subjects of the United States shall enjoy the Use, agreeable to the Regulations which relate to them.

ARTICLE 33

The present Treaty shall be ratified on both Sides and the Ratifications shall be exchanged in the Space of Six Months, or sooner if possible.

In Faith whereof the respective Plenipotentiaries have signed the above Articles, both in the French and English Languages, declaring nevertheless that the present Treaty was originally composed and concluded in the French Language, and they have thereto affixed their Seals.

Done at Paris, this Sixth Day of February, one thousand seven hundred & seventy eight.

B. FRANKLIN	[SEAL]
SILAS DEANE	[SEAL]
ARTHUR LEE	[SEAL]
C. A. GERARD	[SEAL]

FORM OF THE PASSPORTS AND LETTERS, WHICH ARE TO BE GIVEN TO THE
SHIPS AND BARKS, ACCORDING TO THE TWENTY SEVENTH ARTICLE OF THIS
TREATY

To all who shall see these Presents greeting: It is hereby made known that leave and Permission have been given to Master and Commander of the Ship called of the town of burthen Tons or thereabouts lying at present in the Port and Haven of and bound for & laden with after that his Ship has been visited and before sailing he shall make Oath before the Officers, who have the Jurisdiction of Maritime Affairs, that the said Ship belongs to one or more of the Subjects of the Act whereof shall be put at the End of these presents, as likewise that he will keep and cause to be kept by his Crew on board, the Marine Ordinances and regulations and enter in the proper Office a List signed and witnessed containing the Names and Surnames, the Places of Birth and abode of the Crew of his Ship and of all who shall embark on

board her, whom he shall not take on board without the Knowledge and permission of the Officers of the Marine; and in every Port or Haven where he shall enter with his Ship he shall shew this present Leave to the Officers & Judges of the Marine, and shall give a faithful Account to them of what passed and was done during his Voyage, and he shall carry the Colours, Arms and Ensigns of the (King, or United-States) during his Voyage. In witness whereof we have signed these Presents and put the Seal of our Arms thereunto, and caused the same to be counter signed by at the Day of A D

FRENCH DECLARATION

[TRANSLATION]

The General Congress of the United States of North America having represented to the King that the execution of the eleventh article of the Treaty of Amity and Commerce, signed the sixth of February last, might be productive of inconveniences, and having therefore desired the suppression of this article, consenting in return that the twelfth article shall likewise be considered of no effect, His Majesty, in order to give a new proof of his affection, as also of his desire to consolidate the union and good correspondence established between the two States, has been pleased to consider their representations. His Majesty has consequently declared, and does declare by these presents, that he consents to the suppression of the eleventh and twelfth articles aforementioned, and that his intention is that they be considered as having never been comprehended in the treaty signed the sixth of February last.

Done at Versailles the first day of the month of September, one thousand seven hundred and seventy-eight.

GRAVIER DE VERGENNES

UNITED STATES DECLARATION

The most Christian King having been pleased to regard the Representation made to him by the general Congress of North America, relating to the eleventh Article of the Treaty of Commerce signed the sixth of February in the present Year, and his Majesty having therefore consented that the said Article should be suppressed on Condition that the twelfth Article of the same Treaty be equally regarded as of none Effect; the general Congress hath declar'd on their Part, and do declare, that they consent to the suppression of the eleventh and twelfth Articles of the abovementioned Treaty,

and that their Intention is, that these Articles be regarded as having never been comprised in the Treaty sign'd the Sixth of February.

Done at Versailles this first of September One thousand seven hundred and seventy eight.

B. FRANKLIN
ARTHUR LEE
JOHN ADAMS

ALLIANCE

Treaty signed at Paris February 6, 1778

*Ratified by the Congress of the United States (Continental Congress)
May 4, 1778*

Ratified by France July 16, 1778

Ratifications exchanged at Paris July 17, 1778

Entered into force July 17, 1778

*Declared abrogated by Act of Congress approved July 7, 1798*¹

8 Stat. 6; Treaty Series 82²

TREATY OF ALLIANCE

The most Christian King and the United States of North America, to wit, New Hampshire, Massachusetts Bay, Rhode Island, Connecticut, New York, New Jersey, Pennsylvania, Delaware, Maryland, Virginia, North Carolina, South Carolina, and Georgia, having this day concluded a Treaty of amity and commerce,³ for the reciprocal advantage of their Subjects and Citizens have thought it necessary to take into consideration the means of strengthening those engagements and of rendering them useful to the safety and tranquility of the two parties, particularly in case Great Britain in Resentment of that connection and of the good correspondence which is the object of the said Treaty, should break the Peace with France, either by direct hostilities, or by hindring her commerce and navigation, in a manner contrary to the Rights of Nations, and the Peace subsisting between the two Crowns; and his Majesty and the said United States having resolved in that Case to join their Councils and efforts against the enterprises of their common Enemy, the respective Plenipotentiaries, impower'd to concert the Clauses & conditions proper to fulfil the said Intentions, have, after the most mature Deliberation, concluded and determined on the following Articles.

ART. 1

If War should break out between France and Great Britain, during the continuance of the present War between the United States and England, his Majesty and the said United States, shall make it a common cause, and

¹ 1 Stat. 578. See footnote 1, *ante*, p. 763.

² For a detailed study of this treaty, see 2 Miller 35.

³ TS 83, *ante*, p. 763.

aid each other mutually with their good Offices, their Counsels, and their forces, according to the exigence of Conjunctions as becomes good & faithful Allies.

ART. 2

The essential and direct End of the present defensive alliance is to maintain effectually the liberty, Sovereignty, and independence absolute and unlimited of the said United States, as well in Matters of Gouvernement as of commerce.

ART. 3

The two contracting Parties shall each on its own Part, and in the manner it may judge most proper, make all the efforts in its Power, against their common Enemy, in order to attain the end proposed.

ART. 4

The contracting Parties agree that in case either of them should form any particular Enterprise in which the concurrence of the other may be desired, the Party whose concurrence is desired shall readily, and with good faith, join to act in concert for that Purpose, as far as circumstances and its own particular Situation will permit; and in that case, they shall regulate by a particular Convention the quantity and kind of Succour to be furnished, and the Time and manner of its being brought into action, as well as the advantages which are to be its Compensation.

ART. 5

If the United States should think fit to attempt the Reduction of the British Power remaining in the Northern Parts of America, or the Islands of Bermudas, those Countries or Islands in case of Success, shall be confederated with or dependant upon the said United States.

ART. 6

The Most Christian King renounces for ever the possession of the Islands of Bermudas as well as of any part of the continent of North America which before the treaty of Paris in 1763.⁴ or in virtue of that Treaty, were acknowledged to belong to the Crown of Great Britain, or to the United States heretofore called British Colonies, or which are at this Time or have lately been under the Power of The King and Crown of Great Britain.

ART. 7

If his Most Christian Majesty shall think proper to attack any of the Islands situated in the Gulph of Mexico, or near that Gulph, which are at

⁴ Treaty signed for France and Great Britain at Paris Feb. 10, 1763 (*British and Foreign State Papers*, vol. 1, p. 422).

present under the Power of Great Britain, all the said Isles, in case of success, shall appertain to the Crown of France.

ART. 8

Neither of the two Parties shall conclude either Truce or Peace with Great Britain, without the formal consent of the other first obtain'd; and they mutually engage not to lay down their arms, until the Independence of the United States shall have been formally or tacitly assured by the Treaty or Treaties that shall terminate the War.

ART. 9

The contracting Parties declare, that being resolved to fulfil each on its own Part the clauses and conditions of the present Treaty of alliance, according to its own power and circumstances, there shall be no after claim of compensation on one side or the other whatever may be the event of the War.

ART. 10

The Most Christian King and the United States, agree to invite or admit other Powers who may have received injuries from England to make common cause with them, and to accede to the present alliance, under such conditions as shall be freely agreed to and settled between all the Parties.

ART. 11

The two Parties guarantee mutually from the present time and forever, against all other powers, to wit, the United States to his most Christian Majesty the present Possessions of the Crown of France in America as well as those which it may acquire by the future Treaty of peace: and his most Christian Majesty guarantees on his part to the United States, their liberty, Sovereignty, and Independence absolute, and unlimited, as well in Matters of Government as commerce and also their Possessions, and the additions or conquests that their Confederation may obtain during the war, from any of the Dominions now or heretofore possessed by Great Britain in North America, conformable to the 5th & 6th articles above written, the whole as their Possessions shall be fixed and assured to the said States at the moment of the cessation of their present War with England.

ART. 12

In order to fix more precisely the sense and application of the preceding article, the Contracting Parties declare, that in case of a rupture between France and England, the reciprocal Guarantee, declared in the said article shall have its full force and effect the moment such War shall break out; and if such rupture shall not take place, the mutual obligations of the said guaran-

tee shall not commence, until the moment of the cessation of the present War between the United States and England shall have ascertained their Possessions.

ART. 13

The present Treaty shall be ratified on both sides and the Ratifications shall be exchanged in the space of six months, or sooner if possible.

In faith where of the respective Plenipotentiaries, to wit on the part of the most Christian King Conrad Alexander Gerard royal syndic of the City of Strasboursgh & Secretary of his majestys Council of State and on the part of the United States, Benjamin Franklin, Deputy to the General Congress from the State of Pennsylvania and President of the Convention of the same state, Silas Deane heretofore Deputy from the State of Connecticut & Arthur Lee Councillor at Law have signed the above Articles both in the French and English Languages declaring Nevertheless that the present Treaty was originally composed and concluded in the French Language, and they have hereunto affixed their Seals

Done at Paris, this sixth Day of February, one thousand seven hundred and seventy eight.

B. FRANKLIN	[SEAL]
SILAS DEANE	[SEAL]
ARTHUR LEE	[SEAL]
C. A. GERARD	[SEAL]

RIGHT OF ACCESSION OF KING OF SPAIN TO TREATIES BETWEEN UNITED STATES AND FRANCE

Act separate and secret signed at Paris February 6, 1778

Ratified by the Congress of the United States (Continental Congress)

May 4, 1778

Ratified by France July 16, 1778

Ratifications exchanged at Paris July 17, 1778

Entered into force July 17, 1778

*Declared abrogated by Act of Congress approved July 7, 1798*¹

17 Stat. 795; Treaty Series 83²

ACT SEPARATE AND SECRET

The most Christian King declares in consequence of the intimate union which subsists between him and the King of Spain, that in concluding with the United States of America this Treaty of amity and commerce,³ and that of eventual and defensive alliance,⁴ his Majesty hath intended and intends to reserve expressly, as he reserves by this present separate and secret act, to his said Catholic Majesty, the Power of acceding to the said Treatys, and to participate in their stipulations at such time as he shall judge proper. It being well understood nevertheless, that if any of the Stipulations of the said Treatys are not agreeable to the King of Spain, his Catholic Majesty may propose other conditions analogous to the principal aim of the alliance and conformable to the Rules of equality, reciprocity & friendship.

The Deputies of the United States in the name of their constituents, accept the present Declaration in its full extent and the Deputy of the said states who is fully empowered to treat with Spain, promises to sign on the first Requisition of his Catholic Majesty, the act or acts necessary to communicate to him the Stipulations of the Treaties above written; and the said Deputy shall endeavour in good faith the adjustment of the points in which the King of Spain may propose any alteration, conformable to the principles of equality,

¹ 1 Stat. 578. See footnote 1, *ante*, p. 763.

² For a detailed study of this act, see 2 Miller 45.

³ TS 83, *ante*, p. 763.

⁴ TS 82, *ante*, p. 777.

reciprocity and the most sincere and perfect amity; he the said Deputy not doubting but that the Person or Persons impower'd by his Catholic Majesty to treat with the United States will do the same with regard to any Alterations of the same kind that may be thought necessary by the said Plenipotentiary of the United States.

In Faith whereof the respective Plenipotentiaries have signed the present separate and secret Article, and affixed to the same their Seals.

Done at Paris, this sixth Day of February, one thousand seven hundred and seventy-eight.

B. FRANKLIN [SEAL]

SILAS DEANE [SEAL]

ARTHUR LEE [SEAL]

*Deputy Plenipotentiary
for France and Spain*

C. A. GERARD [SEAL]

FINANCE

Contract signed at Versailles July 16, 1782

Ratified by the Congress of the United States (Continental Congress)

January 22, 1783

Ratified by France December 21, 1783

Ratifications exchanged at Paris about January 1, 1784

Entered into force January 1, 1784

Expired upon execution of contract

8 Stat. 614; Treaty Series 83¼ ¹

CONTRACT BETWEEN THE KING AND THE THIRTEEN UNITED STATES OF NORTH AMERICA

[TRANSLATION]

The King having been pleased to attend to the requests made to him in the name and on behalf of the united provinces of North America for assistance in the war and invasion under which they had for several years groaned; and His Majesty, after entering into a Treaty of Amity and Commerce ² with the said confederated provinces on the 6th of February, 1778, having had the goodness to support them, not only with his forces by land and sea, but also with advances of money, as abundant as they were effectual in the critical situation to which their affairs were reduced; it has been judged proper and necessary to state exactly the amount of those advances, the conditions on which the King made them, the periods at which the Congress of the United States have engaged to repay them to His Majesty's royal treasury, and, in fine, to state this matter in such a way as for the future to prevent all difficulties capable of interrupting the good harmony which His Majesty is resolved to maintain and preserve between him and the said United States. For executing so laudable a purpose, and with a view to strengthen the bands of amity and commerce which subsist between His Majesty and the said United States, we, Charles Gravier de Vergennes, etc., Counselor of the King in all his Councils, Commander of his Orders, Minister and Secretary of State, and of his Commands and Finances, vested with full powers of His Majesty to us given for this purpose—

¹ For a detailed study of this contract, see 2 Miller 48.

² TS 83, *ante*, p. 763.

And we, Benjamin Franklin, Minister Plenipotentiary of the United States of North America, in like manner vested with full powers of the Congress of the said States for the present purpose, after duly communicating our respective powers, have agreed to the following articles:

ARTICLE 1

It is agreed and certified that the sums advanced by His Majesty to the Congress of the United States under the title of a loan, in the years 1778, 1779, 1780, 1781, and the present 1782, amount to the sum of eighteen million of livres, money of France, according to the following twenty-one receipts of the above-mentioned underwritten Minister of Congress, given in virtue of his full powers, to wit:

1.	28 February... 1778.....	750, 000	} 3, 000, 000
2.	19 May..... do.....	750, 000	
3.	3 August.... do.....	750, 000	
4.	1 November... do.....	750, 000	
5.	10 June..... 1779.....	250, 000	} 1, 000, 000
6.	16 September.. do.....	250, 000	
7.	4 October.... do.....	250, 000	
8.	21 December... do.....	250, 000	
9.	29 February... 1780.....	750, 000	} 4, 000, 000
10.	23 May..... do.....	750, 000	
11.	21 June..... do.....	750, 000	
12.	5 October.... do.....	750, 000	
13.	27 November... do.....	1, 000, 000	
14.	15 February... 1781.....	750, 000	} 4, 000, 000
15.	15 May..... do.....	750, 000	
16.	15 August.... do.....	750, 000	
17.	1 August.... do.....	1, 000, 000	
18.	15 November... do.....	750, 000	
19.	10 April..... 1782.....	1, 500, 000	} 6, 000, 000
20.	1 July..... do.....	1, 500, 000	
21.	5 of the same month.....	3, 000, 000	
Amounting in the whole to eighteen millions viz.....		18, 000, 000	

By which receipts the said Minister has promised, in the name of Congress and in behalf of the thirteen United States, to cause to be paid and reimbursed to the royal treasury of His Majesty, on the 1st of January, 1788, at the house of his Grand Banker³ at Paris, the said sum of eighteen millions, money of France, with interest at five per cent per annum.

³ The French text reads "au domicile du S. Grand Banquier à Paris." The translation should read, as in the contract of Feb. 25, 1783 (*post*, p. 789), "at the house of the Sieur Grand, banker at Paris"; the reference is to Ferdinand Grand, a Swiss who had been appointed "a banker in the affairs of the United States."

ARTICLE 2

Considering that the payment of so large a capital at the one stipulated period, the 1st of January, 1788, may greatly injure the finances of the Congress of the United States, and it may perhaps be even impracticable on that footing, His Majesty has been pleased for that reason to recede in that respect from the tenor of the receipts which the Minister of Congress has given for the eighteen million livres tournois mentioned in the foregoing article, and has consented that the payment of the capital in ready money at the royal treasury be in twelve equal payments of 1,500,000 livres each, and in twelve years only, to commence from the third year after a peace.

ARTICLE 3

Although the receipts of the Minister of the Congress of the United States specify that the eighteen million of livres above mentioned are to be paid at the royal treasury, with interest at five per cent per annum, His Majesty, being willing to give the said United States a new proof of his affection and friendship, has been pleased to make a present of, and to forgive the whole arrears of interest to this day, and from thence to the date of the treaty of peace; a favor which the Minister of the Congress of the United States acknowledges to flow from the pure bounty of the King, and which he accepts in the name of the said United States with profound and lively acknowledgments.

ARTICLE 4

The payment of the said eighteen millions of livres tournois shall be in ready money at the royal treasury of His Majesty at Paris, in twelve equal parts and at the terms stipulated in the above second article. The interest of the said sum, at five per cent per annum, shall commence with the date of the treaty of peace, and shall be paid at every period of the partial payments of the capital, and shall diminish in proportion with the payments; the Congress of the said United States being left, however, at liberty to free themselves sooner from this obligation by anticipated payments in case the state of their finances will admit.

ARTICLE 5

Although the loan of five millions of florins of Holland, agreed to by the States General of the United Provinces of the Netherlands on the terms of the obligation passed on the 5th of November, 1781, between His Majesty and the said States General, has been made in His Majesty's name and guaranteed by him; it is nevertheless acknowledged by these presents that the said loan was made in reality on account and for the service of the United States of North America, and that the capital, amounting at a moderate valuation to the sum of ten millions livres tournois, has been paid to

the said United States, agreeably to a receipt for the payment of the said sum, given by the undersigned minister of Congress the seventh day of June last.

ARTICLE 6

By the convention of the said 5th of November, 1781, the King has been pleased to promise and engage to furnish and pay at the general counter of the States General of the Netherlands, the capital of the said loan, with the interest at four per cent per annum, without any charge or deduction whatever to the lenders; so that the said capital shall be wholly repaid after the space of five [fifteen] years, the payments to be made in ten equal periods, the first of which to commence the sixth year from the date of the loan, and afterwards from year to year to the final payment of the said sum; but it is in like manner acknowledged by this act that this engagement was entered into by the King at the request of the undersigned Minister of the United States, and on the promise by him made in the name of Congress and on behalf of the thirteen United States, to cause to be reimbursed and paid at the royal treasury of His Majesty at Paris, the capital, interest, and cost of the said loan, according to the conditions and terms fixed by the said convention of the 5th of November, 1781.

ARTICLE 7

It is accordingly agreed and settled that the sum of ten million livres tournois, being by a moderate computation the principal of the loan of five millions of Holland florins above mentioned, shall be reimbursed and paid in ready money at the royal treasury of His Majesty at Paris, with the interest at four per cent per annum, in ten equal payments of one million each, and in ten terms, the first of which shall be on the 5th of November 1787, the second the 5th of November, 1788, and so from year to year till the final payment of the said sum of ten millions, the interest lessening in proportion with the partial payments of the capital. But in consequence of the King's affection for the United States, His Majesty has been pleased to charge himself with the expense of commissions and bank for the said loan, of which expenses His Majesty has made a present to the United States, and this their undersigned Minister accepts, with thanks, in the name of Congress, as a new proof of His Majesty's generosity and friendship for the said United States.

ARTICLE 8

With regard to the interest of the said loan during the five years preceding the first term of payment of the capital, as the King has engaged to pay it at the general counter of the States General of the Netherlands, at the rate of four per cent yearly, and every year, counting from the 5th of November, 1781, according to the convention of that day, the Minister of Congress acknowledges that the repayment of that is due to His Majesty by the United

States, and he engages in the name of the said United States to cause payment thereof to be made, at the same time and at the same rate, at the royal treasury of His Majesty; the first year's interest to be paid the 5th of November next, and so yearly during the five years preceding the first term for the payment of the capital, fixed as above on the 5th of November, 1787.

The high contracting parties reciprocally bind themselves to the faithful observance of this contract, the ratifications of which shall be exchanged in the space of nine months from this day, or sooner if possible.

In testimony whereof we, the said Plenipotentiaries of His Most Christian Majesty and of the thirteen United States of North America, in virtue of our respective powers, have signed these presents and thereunto fixed the seal of our arms.

Done at Versailles the sixteenth day of July, one thousand seven hundred and eighty-two.

GRAVIER DE VERGENNES [SEAL]

B. FRANKLIN [SEAL]

FINANCE

Contract signed at Versailles February 25, 1783

Ratified by the Congress of the United States (Continental Congress)

October 31, 1783

Ratified by France December 21, 1783

Ratifications exchanged at Paris about January 1, 1784

Entered into force January 1, 1784

Expired upon execution of contract

17 Stat. 797; Treaty Series 83½¹

CONTRACT BETWEEN THE KING AND THE THIRTEEN UNITED STATES OF NORTH AMERICA

[TRANSLATION]

The reestablished peace between the belligerent powers, the advantages of a free commerce to all parts of the globe, and the independence of the thirteen United States of North America, acknowledged and founded on a solid and honorable basis, rendered it probable that the said States would be in a condition to provide hereafter for their necessities, by means of the resources within themselves, without being compelled to implore the continuation of the succors which the King has so liberally granted during the war; but the Minister Plenipotentiary of the said United States to His Majesty having represented to him the exhausted state to which they have been reduced by a long and disastrous war, His Majesty has condescended to take into consideration the request made by the aforesaid Minister in the name of the Congress of the said States for a new advance of money to answer numerous purposes of urgent and indispensable expenses in the course of the present year; His Majesty has, in consequence, determined, notwithstanding the no less pressing necessities of his own service, to grant to Congress a new pecuniary assistance, which he has fixed at the sum of six millions livres tournois, under the title of loan and under the guaranty of the whole thirteen United States, which the Minister of Congress has declared his acceptance of, with the liveliest acknowledgments in the name of the said States.

And as it is necessary to the good order of His Majesty's finances, and also useful to the operations of the finances of the United States, to assign periods

¹ For a detailed study of this contract, see 2 Miller 115.

for payment of the six millions livres in question, and to regulate the conditions and terms of reimbursement, which should be made at His Majesty's royal treasury at Paris after the manner of what has been stipulated for the preceding advances by a former contract of the 16th July, 1782²—

We, Charles Gravier, Count de Vergennes, etc., Counselor of the King in his Councils, Commander of his Orders, Chief of the Royal Council of Finances, Counselor of State, etc., Minister and Secretary of State and of his Commands and Finances, invested with full powers by His Majesty, given to us for the purpose of these presents—

And we, Benjamin Franklin, Minister and Plenipotentiary of the United States of North America, likewise invested with powers by the Congress of said States for the same purpose of these presents, after having compared and duly communicated to each other our respective powers, have agreed upon the following articles:

ARTICLE 1

The payment of the six millions livres, French money, above mentioned, shall be made from the funds of the royal treasury, in proportions of five hundred thousand livres during each of the twelve months of the present year, under the acknowledgments of the Minister of the said United States, promising, in the name of Congress and in behalf of the thirteen United States, to reimburse and refund the said six million livres in ready money at His Majesty's royal treasury, at the house of the Sieur Grand, banker at Paris, with interest at five per cent per annum, at periods hereafter stipulated in the third and fourth articles. The advances which His Majesty has been pleased to allow to be made on account of the six millions in question, shall be deducted in the payments of the first month of this year.

ARTICLE 2

For better understanding the fixing of periods for the reimbursement of the six millions at the royal treasury, and to prevent all ambiguity on this head, it has been found proper to recapitulate here the amount of the preceding aids granted by the King to the United States, and to distinguish them according to their different classes. The first is composed of funds lent successively by His Majesty, amounting in the whole to the sum of eighteen million livres, reimbursable in specie at the royal treasury in twelve equal portions of a million five hundred thousand livres each, besides the interest, and in twelve years, to commence from the third year after the date of the peace, the interest, beginning to reckon at the date of the peace, to be discharged annually, shall diminish in proportion to the reimbursement of the capital, the last payment of which shall expire in the year 1798.

The second class comprehends the loan of five millions Dutch florins, amounting, by a moderate valuation, to ten millions livres tournois, the said

² TS 83¼, *ante*, p. 783.

loan made in Holland in 1781 for the service of the United States of North America, under the engagement of the King to refund the capital, with interest at four per cent per annum, at the general counter of the States General of the United Provinces of the Netherlands in ten equal portions, reckoning from the sixth year of the date of said loan; and under the like engagement on the part of the Minister of Congress and in behalf of the thirteen United States, to reimburse the ten millions of said loan in ready money at the royal treasury, with interest at four per cent per annum, in ten equal portions of a million each, and in ten periods from year to year, the first of which shall take place in the month of November, 1787, and the last in the same month, 1796; the whole conformable to the conditions expressed in the contract of 16th July, 1782.

In the third class are comprehended the aids and subsidies furnished to the Congress of the United States under the title of gratuitous assistance from the pure generosity of the King, three millions of which were granted before the treaty of February, 1778, and six millions in 1781; which aids and subsidies amount in the whole to nine millions livres tournois. His Majesty here confirms, in case of need, the gratuitous gift to the Congress of the said thirteen United States.

ARTICLE 3

The new loan of six millions livres tournois, the subject of the present contract, shall be refunded and reimbursed in ready money at His Majesty's royal treasury in six equal portions of a million each, with interest at five per cent per annum, and in six periods, the first of which shall take place in the year 1797, and so on from year to year until 1802, when the last reimbursement shall be completed.

ARTICLE 4

The interest of five per cent per annum of the capital of the six millions mentioned in the preceding article shall begin to be reckoned from the 1st of January of the year 1784 and shall be paid in ready money at His Majesty's royal treasury at Paris on the same day of each year, the first of which shall take place the 1st of January, 1785, and so on from year to year until the definitive reimbursement of the capital; His Majesty being pleased, by a new act of generosity, to present and remit to the thirteen United States the partial interest of the present year, which the underwritten Minister of Congress has declared to accept with acknowledgment in the name of the said United States.

ARTICLE 5

The interest of the capital of the six millions shall diminish in proportion to the reimbursements at the periods fixed in the preceding article, Congress and the United States reserving, however, the liberty of freeing themselves by anticipated payments, should the state of their finances admit.

ARTICLE 6

The contracting parties will reciprocally guarantee the faithful observation of the foregoing articles, the ratifications of which shall be exchanged in the space of nine months from the date of this present contract, or sooner if possible.

In faith whereof we, the Ministers Plenipotentiary of His Majesty and the Congress of the thirteen United States of North America, in virtue of our respective full powers, have signed the present contract and thereunto affixed the seal of our arms.

Done at Versailles the twenty-fifth day of February, one thousand seven hundred and eighty-three.

GRAVIER DE VERGENNES [SEAL]

B. FRANKLIN [SEAL]

AMITY AND COMMERCE

Exchange of notes at Versailles and Passy August 27 and September 3 and 9, 1784, referring to articles 2 and 3 of treaty of amity and commerce of February 6, 1778

Entered into force September 9, 1784

*Treaty declared abrogated by Act of Congress approved July 7, 1798*¹

2 Miller 158

The French Minister and Secretary of State to the American Minister

[TRANSLATION]

VERSAILLES

27th August, 1784

SIR:

You have communicated to me an extract from the instructions which Congress addressed to you the 11th May last, which imports that the United States will in no case treat any other nation, with respect to commerce, more advantageously than the French. This disposition is much the wisest, as it will prevent those misunderstandings which might arise from the equivocal terms in which the second article of the Treaty of Amity and Commerce signed 6th February, 1778,² is conceived. But that the resolution of Congress on this subject may be clearly stated, it would be best, Sir, that you furnish me with it in the form of a declaration, or at least in an official note signed by yourself. I have no doubt, Sir, but that you will adopt one of these two forms.

I have the honor to be, etc.,

GRAVIER DE VERGENNES

The American Minister to the French Minister and Secretary of State

PASSY, Sept. 3, 1784

SIR,

I have the Honour to transmit to your Excellency by Order of Congress a Resolution of theirs, dated the 11th of May last, which is in the Words following, Viz,

¹ 1 Stat. 578. See footnote 1, *ante*, p. 763.

² TS 83, *ante*, p. 764.

“Resolved,

“That Doctor Franklin be instructed to express to the Court of France the constant Desire of Congress to meet their Wishes; That these States are about to form a general System of Commerce by Treaties with other Nations: That at this Time they cannot foresee what Claim might be given to those Nations by the explanatory Propositions³ from the Count de Vergennes on the 2^d & 3^d Articles of our Treaty of Amity & Commerce with His most Christian Majesty; but that he may be assured it will be our constant Care to place no People on more advantageous Ground than the Subjects of his Majesty.”

With great Respect I am, Sir, Your Excellency's most obedient and most humble Servant.

B. FRANKLIN

His Ex^y the COUNT DE VERGENNES.

The French Minister and Secretary of State to the American Minister

[TRANSLATION]

VERSAILLES
9th September, 1784

SIR:

I have received the letter which you did me the honor to write me the third instant. You there declare in the name of Congress that the United States will be careful not to treat any other nation, in matters of commerce, more advantageously than the French nation. This declaration, founded on the treaty of the 6th February, 1778, has been very agreeable to the King; and you, Sir, can assure Congress that the United States shall constantly experience a perfect reciprocity in France.

I have the honor to be, etc.,

GRAVIER DE VERGENNES

³ For background, see 2 Miller 161.

FUNCTIONS AND PRIVILEGES OF CONSULAR OFFICERS

Convention signed at Versailles November 14, 1788

Senate advice and consent to ratification July 29, 1789

Ratified by the President of the United States September 9, 1789

*Ratified by France*¹

Ratifications exchanged at Paris January 6, 1790

Entered into force January 6, 1790

Proclaimed by the President of the United States April 9, 1790

*Declared abrogated by Act of Congress approved July 7, 1798*²

8 Stat. 106; Treaty Series 84³

CONVENTION BETWEEN HIS MOST CHRISTIAN MAJESTY AND THE UNITED STATES OF AMERICA, FOR THE PURPOSE OF DEFINING AND ESTABLISHING THE FUNCTIONS AND PRIVILEGES OF THEIR RESPECTIVE CONSULS AND VICE CONSULS

[TRANSLATION]

His Majesty the Most Christian King and the United States of America, having, by the twenty-ninth article of the Treaty of Amity and Commerce⁴ concluded between them, mutually granted the liberty of having, in their respective states and ports, consuls, vice consuls, agents, and commissaries, and being willing, in consequence thereof, to define and establish, in a reciprocal and permanent manner, the functions and privileges of consuls and vice consuls, which they have judged it convenient to establish of preference, His Most Christian Majesty has nominated the Sieur Count of Montmorin, of St. Herent, Maréchal of his Camps and Armies, Knight of his Orders and of the Golden Fleece, his Counselor in all his Councils, Minister and Secretary of State and of his Commandments and Finances, having the Department of Foreign Affairs; and the United States have nominated the Sieur Thomas Jefferson, citizen of the United States of America and their Minister Plenipotentiary near the King; who, after having communicated to each other their respective full powers, have agreed on what follows:

¹ For a discussion of the date on the French instrument of ratification, see 2 Miller 242.

² 1 Stat. 578. See footnote 1, *ante*, p. 763.

³ For a detailed study of this convention, see 2 Miller 228.

⁴ TS 83, *ante*, p. 773. Art. 31 became art. 29 after the suppression of arts. 11 and 12.

ARTICLE 1

The consuls and vice consuls named by the Most Christian King and the United States shall be bound to present their commissions according to the forms which shall be established respectively by the Most Christian King within his dominions and by the Congress within the United States. There shall be delivered to them, without any charges, the exequatur necessary for the exercise of their functions; and on exhibiting the said exequatur, the governors, commanders, heads of justice, bodies corporate, tribunals, and other officers having authority in the ports and places of their consulates, shall cause them to enjoy, immediately and without difficulty, the pre-eminences, authority, and privileges reciprocally granted, without exacting from the said consuls and vice consuls any fee under any pretext whatever.

ARTICLE 2

The consuls and vice consuls, and persons attached to their functions, that is to say, their chancellors and secretaries, shall enjoy a full and entire immunity for their chancery and the papers which shall be therein contained. They shall be exempt from all personal service, from soldiers' billets, militia, watch, guard, guardianship, trusteeship, as well as from all duties, taxes, impositions, and charges whatsoever, except on the estate, real and personal, of which they may be the proprietors or possessors, which shall be subject to the taxes imposed on the estates of all other individuals; and in all other instances they shall be subject to the laws of the land as the natives are.

Those of the said consuls and vice consuls who shall exercise commerce shall be respectively subject to all taxes, charges, and impositions established on other merchants.

They shall place over the outward door of their house the arms of their sovereign; but this mark of indication shall not give to the said house any privilege of asylum for any person or property whatsoever.

ARTICLE 3

The respective consuls and vice consuls may establish agents in the different ports and places of their departments where necessity shall require. These agents may be chosen among the merchants, either national or foreign, and furnished with a commission from one of the said consuls. They shall confine themselves respectively to the rendering to their respective merchants, navigators, and vessels, all possible service, and to inform the nearest consul of the wants of the said merchants, navigators, and vessels, without the said agents otherwise participating in the immunities, rights, and privileges attributed to consuls and vice consuls, and without power, under any pretext whatever, to exact from the said merchants any duty or emolument whatsoever.

ARTICLE 4

The consuls and vice consuls respectively may establish a chancery where shall be deposited the consular determinations, acts, and proceedings, as also testaments, obligations, contracts, and other acts done by or between persons of their nation, and effects left by deceased persons or saved from shipwreck.

They may consequently appoint fit persons to act in the said chancery, receive and swear them in, commit to them the custody of the seal and authority to seal commissions, sentences, and other consular acts, and also to discharge the functions of notary and register of the consulate.

ARTICLE 5

The consuls and vice consuls respectively shall have the exclusive right of receiving in their chancery, or on board of vessels, the declarations and all other the acts which the captains, masters, crews, passengers, and merchants of their nation may choose to make there, even their testaments and other disposals by last will; and the copies of the said acts, duly authenticated by the said consuls or vice consuls under the seal of their consulate, shall receive faith in law, equally as their originals would, in all the tribunals of the dominions of the Most Christian King and of the United States.

They shall also have, and exclusively, in case of the absence of the testamentary executor, administrator, or legal heir, the right to inventory, liquidate, and proceed to the sale of the personal estate left by subjects or citizens of their nation who shall die within the extent of their consulate; they shall proceed therein with the assistance of two merchants of their said nation, or for want of them, of any other at their choice, and shall cause to be deposited in their chancery the effects and papers of the said estates; and no officer, military, judiciary, or of the police of the country, shall disturb them or interfere therein in any manner whatsoever. But the said consuls and vice consuls shall not deliver up the said effects nor the proceeds thereof, to the lawful heirs, or to their order, till they shall have caused to be paid all debts which the deceased shall have contracted in the country; for which purpose the creditors shall have a right to attach the said effects in their hands, as they might in those of any other individual whatever, and proceed to obtain sale of them till payment of what shall be lawfully due to them. When the debts shall not have been contracted by judgment, deed, or note, the signature whereof shall be known, payment shall not be ordered but on the creditor's giving sufficient surety, resident in the country, to refund the sums he shall have unduly received, principal, interest, and costs; which surety, nevertheless, shall stand duly discharged after the term of one year in time of peace and of two in time of war, if the demand in discharge cannot be formed before the end of this term against the heirs who shall present themselves.

And in order that the heirs may not be unjustly kept out of the effects of the deceased, the consuls and vice consuls shall notify his death in some

one of the gazettes published within their consulate, and that they shall retain the said effects in their hands four months to answer all demands which shall be presented; and they shall be bound after this delay to deliver to the persons succeeding thereto, what shall be more than sufficient for the demands which shall have been formed.

ARTICLE 6

The consuls and vice consuls respectively shall receive the declarations, protests, and reports of all captains and masters of their respective nation on account of average losses sustained at sea; and these captains and masters shall lodge in the chancery of the said consuls and vice consuls, the acts which they may have made in other ports on account of the accidents which may have happened to them on their voyage. If a subject of the Most Christian King and a citizen of the United States, or a foreigner, are interested in the said cargo, the average shall be settled by the tribunals of the country and not by the consuls or vice consuls; but when only the subjects or citizens of their own nation shall be interested, the respective consuls or vice consuls shall appoint skilful persons to settle the damages and average.

ARTICLE 7

In cases where, by tempest or other accident, French ships or vessels shall be stranded on the coasts of the United States, and ships or vessels of the United States shall be stranded on the coasts of the dominions of the Most Christian King, the consul or vice consul nearest to the place of shipwreck shall do whatever he may judge proper, as well for the purpose of saving the said ship or vessel, its cargo, and appurtenances, as for the storing and the security of the effects and merchandise saved. He may take an inventory of them, without the intermeddling of any officers of the military, of the customs, of justice, or of the police of the country, otherwise than to give to the consuls, vice consuls, captain, and crew of the vessel shipwrecked or stranded, all the succor and favor which they shall ask of them, either for the expedition and security of the saving and of the effects saved, as to prevent all disturbance.

And in order to prevent all kind of dispute and discussion in the said cases of shipwreck, it is agreed that when there shall be no consul or vice consul to attend to the saving of the wreck, or that the residence of the said consul or vice consul (he not being at the place of the wreck) shall be more distant from the said place than that of the competent judge of the country, the latter shall immediately proceed therein, with all the dispatch, certainty, and precautions prescribed by the respective laws; but the said territorial judge shall retire on the arrival of the consul or vice consul and shall deliver over to him the report of his proceedings, the expenses of which the consul or vice consul shall cause to be reimbursed to him, as well as those of saving the wreck.

The merchandise and effects saved shall be deposited in the nearest custom-house, or other place of safety, with the inventory thereof, which shall have been made by the consul or vice consul, or by the judge who shall have proceeded in their absence, that the said effects and merchandise may be afterwards delivered (after levying therefrom the costs) and without form of process, to the owners, who, being furnished with an order for their delivery from the nearest consul or vice consul, shall reclaim them by themselves, or by their order, either for the purpose of reexporting such merchandise, in which case they shall pay no kind of duty of exportation, or for that of selling them in the country, if they be not prohibited there, and in this last case the said merchandise, if they be damaged, shall be allowed an abatement of entrance duties proportioned to the damage they have sustained, which shall be ascertained by the affidavits taken at the time the vessel was wrecked or struck.

ARTICLE 8

The consuls or vice consuls shall exercise police over all the vessels of their respective nations and shall have on board the said vessels all power and jurisdiction in civil matters, in all the disputes which may there arise; they shall have an entire inspection over the said vessels, their crew, and the changes and substitutions there to be made, for which purpose they may go on board the said vessels whenever they may judge it necessary. Well understood that the functions hereby allowed shall be confined to the interior of the vessels, and that they shall not take place in any case which shall have any interference with the police of the ports where the said vessels shall be.

ARTICLE 9

The consuls and vice consuls may cause to be arrested the captains, officers, mariners, sailors, and all other persons, being part of the crews of the vessels of their respective nation, who shall have deserted from the said vessels, in order to send them back and transport them out of the country; for which purpose the said consuls and vice consuls shall address themselves to the courts, judges, and officers competent, and shall demand the said deserters in writing, proving by an exhibition of the registers of the vessel or ship's roll 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; and there shall be given all aid and assistance to the said consuls and vice consuls for the search, seizure, and arrest of the said deserters, who shall even be detained and kept in the prisons of the country, at their request and expense, until they shall have found an opportunity of sending them back. But if they be not sent back within three 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 10

In cases where the respective subjects or citizens shall have committed any crime or breach of the peace, they shall be amenable to the judges of the country.

ARTICLE 11

When the said offenders shall be a part of the crew of a vessel of their nation and shall have withdrawn themselves on board the said vessel, they may be there seized and arrested by order of the judges of the country. These shall give notice thereof to the consul or vice consul, who may repair on board if he thinks proper; but this notification shall not in any case delay execution of the order in question. The persons arrested shall not afterwards be set at liberty until the consul or vice consul shall have been notified thereof; and they shall be delivered to him, if he requires it, to be put again on board of the vessel on which they were arrested, or of others of their nation, and to be sent out of the country.

ARTICLE 12

All differences and suits between the subjects of the Most Christian King in the United States, or between the citizens of the United States within the dominions of the Most Christian King, and particularly all disputes relative to the wages and terms of engagement of the crews of the respective vessels, and all differences, of whatever nature they be, which may arise between the privates of the said crews, or between any of them and their captains, or between the captains of different vessels of their nation, shall be determined by the respective consuls and vice consuls, either by a reference to arbitrators or by a summary judgment, and without costs.

No officer of the country, civil or military, shall interfere therein or take any part whatever in the matter; and the appeals from the said consular sentences shall be carried before the tribunals of France or of the United States, to whom it may appertain to take cognizance thereof.

ARTICLE 13

The general utility of commerce having caused to be established within the dominions of the Most Christian King particular tribunals and forms for expediting the decision of commercial affairs, the merchants of the United States shall enjoy the benefit of these establishments; and the Congress of the United States will provide, in the manner the most conformable to its laws, for the establishment of equivalent advantages in favor of the French merchants, for the prompt dispatch and decision of affairs of the same nature.

ARTICLE 14

The subjects of the Most Christian King and citizens of the United States who shall prove by legal evidence that they are of the said nations respectively,

shall in consequence enjoy an exemption from all personal service in the place of their settlement.

ARTICLE 15

If any other nation acquires, by virtue of any convention whatever, a treatment more favorable with respect to the consular preeminences, powers, authority, and privileges, the consuls and vice consuls of the Most Christian King or of the United States reciprocally shall participate therein, agreeable to the terms stipulated by the second, third, and fourth articles of the Treaty of Amity and Commerce concluded between the Most Christian King and the United States.

ARTICLE 16

The present convention shall be in full force during the term of twelve years, to be counted from the day of the exchange of ratifications, which shall be given in proper form and exchanged on both sides within the space of one year, or sooner if possible.

In faith whereof we, Ministers Plenipotentiary, have signed the present convention and have thereto set the seal of our arms.

Done at Versailles the fourteenth of November, one thousand seven hundred and eighty-eight.

TH. JEFFERSON

[SEAL]

L. C. DE MONTMORIN

[SEAL]

FRIENDSHIP AND COMMERCE

Convention signed at Paris September 30, 1800, with additional article and provisos

*Senate advice and consent to ratification, with a proviso, February 3, 1801*¹

*Ratified by the President of the United States, with a proviso, February 18, 1801*¹

*Ratified by France, with a proviso, July 31, 1801*²

Ratifications exchanged at Paris July 31, 1801

Entered into force July 31, 1801

Senate resolution declaring convention fully ratified December 19, 1801

Proclaimed by the President of the United States December 21, 1801

Expired July 31, 1809

8 Stat. 178; Treaty Series 85³

CONVENTION BETWEEN THE FRENCH REPUBLIC AND THE UNITED STATES OF AMERICA

The Premier Consul of the French Republic in the name of the People of France, and the President of the United States of America, equally desirous to terminate the differences which have arisen between the two States, have respectively appointed their Plenipotentiaries, and given them full power to treat upon those differences and to terminate the same, that is to say, the Premier Consul of the French Republic, in the name of the People of France has appointed for the Plenipotentiaries of the said Republic, the Citizens, Joseph Bonaparte, Ex-Ambassador of the Republic at Rome, and Counsellor of State, Charles Pierre Claret Fleurieu, member of the national Institute, and of the Board of longitude of France, and Counsellor of State—President of the section of the Marine, and Pierre Louis Roederer, member of the national institute of France; and Counsellor of State—President of the Section of the

¹ The U.S. proviso called for deletion of the second article and the addition or insertion of the following article: "It is agreed that the present Convention shall be in force for the term of eight years from the time of the exchange of the Ratifications."

² In its instrument of ratification France consented to accept, ratify, and confirm the convention "with the addition importing that the convention shall be in force for the space of eight years and with the retrenchment of the second article: *Provided*, that by this retrenchment the two states renounce the respective pretensions which are the object of the said article."

³ For a detailed study of this convention, see 2 Miller 457.

Interior: and the President of the United States of America by and with the advice, and consent of the Senate of said States, has appointed for their Plenipotentiaries, Oliver Ellsworth, Chief Justice of the United States, William Richardson Davie, late Governor of the State of North Carolina, and William Vans Murray, Minister Resident of the United States at the Hague, who after having exchanged their full powers, and after full and mature discussion of the respective interests have agreed on the following articles.

ARTICLE I

There shall be a firm, inviolable, and universal peace, and a true and sincere Friendship between the French Republic, and the United States of America, and between their respective countries, territories, cities, towns, and people without exception of persons, or places.

ARTICLE II ⁴

The Ministers Plenipotentiary of the two Parties, not being able to agree at present, respecting the Treaty of Alliance of 6th February 1778,⁵ the Treaty of Amity and Commerce of the same date,⁶ and the Convention of 14th November 1788,⁷ nor upon the indemnities mutually due, or claimed, the Parties will negotiate further on these subjects at a convenient time, and until they may have agreed upon these points, the said Treaties, and Convention shall have no operation, and the relations of the two Countries shall be regulated as follows.

ARTICLE III

The Public Ships, which have been taken on one part, and the other, or which may be taken before the exchange of ratifications shall be restored.

ARTICLE IV

Property captured, and not yet definitively condemned, or which may be captured before the exchange of ratifications, (contraband goods destined to an Enemy's port excepted) shall be mutually restored on the following proofs of ownership, viz, The proof on both sides, with respect to Merchant Ships, whether armed, or unarmed, shall be a Passport in the form following

To all who shall see these presents. Greeting: It is hereby made known that leave, and permission has been given to Master, and Commander of the Ship called of the town of burthen Tons, or thereabouts, lying at present in the port, and haven of and bound for and laden with after that his

⁴ Art. II was deleted before the ratifications were exchanged. See footnotes 1 and 2, p. 801.

⁵ TS 82, *ante*, p. 777.

⁶ TS 83, *ante*, p. 763.

⁷ TS 84, *ante*, p. 794.

ship has been visited, and before sailing, he shall make oath before the Officers, who have the jurisdiction of maritime affairs, that the said Ship belongs to one, or more of the subjects of the act whereof shall be put at the end of these presents; as likewise that he will keep, and cause to be kept by his crew on board, the marine ordinances, and regulations, and enter in the proper Office a list, signed, and witnessed, containing the names, and surnames, the places of birth, and abode of the crew of his Ship, and of all who shall embark on board her, whom he shall not take on board, without the knowledge, and permission of the Officers of the Marine; and in every port, or Haven, where he shall enter with his ship, he shall shew this present leave to the Officers, and Judges of the Marine, and shall give a faithful account to them, of what passed, and was done during his voyage, and he shall carry the colours, arms, and ensigns of the (French Republic or the United States) during his voyage. In witness whereof we have signed these presents, and put the seal of our arms thereunto, and caused the same to be countersigned by at the day of A. D.

And this Passport will be sufficient without any other paper, any ordinance to the contrary notwithstanding: which Passport shall not be deemed requisite to have been renewed, or recalled, whatever number of voyages the said Ship may have made, unless she shall have returned home within the space of a year. Proof with respect to the cargo, shall be certificates containing the several particulars of the cargo, the place whence the Ship sailed, and whither she is bound, so that the forbidden, and contraband goods may be distinguished by the Certificates: which certificates shall have been made out by the Officers of the place, whence the ship set sail, in the accustomed form of the country. And if such passport or certificates, or both, shall have been destroyed by accident or taken away by force, their deficiency may be supplied by such other proofs of ownership as are admissible by the general usage of nations. Proof with respect to other than Merchant ships, shall be the commission they bear.

This article shall take effect from the date of the signature of the present Convention. And if from the date of the said signature, any property shall be condemned contrary to the intent of the said Convention before the knowledge of this stipulation shall be obtained, the property so condemned shall without delay be restored or paid for.

ARTICLE V

The debts contracted by one of the two nations, with individuals of the other, or by the individuals of one, with the individuals of the other shall be paid, or the payment may be prosecuted in the same manner, as if there had been no misunderstanding between the two States. But this clause shall not extend to indemnities claimed on account of captures, or confiscations.

ARTICLE VI

Commerce between the Parties shall be free. The vessels of the two nations, and their Privateers, as well as their prizes, shall be treated in the respective ports, as those of the nation the most favoured; and in general the two parties shall enjoy in the ports of each other, in regard to commerce, and navigation, the privileges of the most favoured nation.

ARTICLE VII

The Citizens, and inhabitants of the United States shall be at liberty to dispose by testament, donation, or otherwise, of their goods, moveable, and immoveable, holden in the territory of the French Republic in Europe, and the Citizens of the French Republic, shall have the same liberty with regard to goods, moveable, and immoveable, holden in the territory of the United States, in favor of such persons as they shall think proper. The Citizens and inhabitants of either of the two countries, who shall be heirs of goods, moveable, or immoveable in the other shall be able to succeed *ab intestato*, without being obliged to obtain letters of naturalization, and without having the effect of this provision contested or impeded under any pretext whatever: and the said heirs, whether such by particular title, or *ab intestato*, shall be exempt from every duty whatever in both countries. It is agreed that this article, shall in no manner derogate from the laws, which either State may now have in force, or hereafter may enact to prevent emigration: and also that in case the laws of either of the two States should restrain Strangers from the exercise of the rights of Property with respect to real estate, such real estate may be sold, or otherwise disposed of, to citizens, or inhabitants of the country where it may be, and the other nation shall be at liberty to enact similar laws.

ARTICLE VIII

To favor commerce on both sides, it is agreed that in case a war should break out between the two nations, which God forbid, the term of six months after the declaration of war, shall be allowed to the Merchants and other citizens and inhabitants respectively, on one side, and the other, during which time they shall be at liberty, to withdraw themselves, with their effects, and movables, which they shall be at liberty to carry, send away, or sell, as they please, without the least obstruction; nor shall their effects, much less their persons be seized during such term of six months; on the contrary Passports which shall be valid for a time necessary for their return, shall be given to them, for their vessels, and the effects which they shall be willing to send away, or carry with them; and such Passports shall be a safe conduct against all insults, and prizes, which Privateers may attempt against their persons and effects. And if any thing be taken from them, or any injury done to them, or their effects, by one of the parties, their citizens, or Inhabitants, within the term above prescribed, full satisfaction shall be made to them on that account.

ARTICLE IX

Neither the debts due from individuals of the one nation, to individuals of the other, nor shares, nor monies which they may have in public funds, or in the public, or private banks, shall ever, in any event of war, or national difference be sequestered, or confiscated.

ARTICLE X

It shall be free for the two contracting parties to appoint commercial agents for the protection of trade, to reside in France, and the United States. Either party may except such place as may be thought proper, from the residence of these agents. Before any Agent shall exercise his functions, he shall be accepted in the usual forms, by the party to whom he is sent, and when he shall have been accepted and furnished with his exequatur, he shall enjoy the rights, and prerogatives of the similar Agents of the most favored nations.

ARTICLE XI

The Citizens of the French Republic shall pay in the ports, havens, roads, countries, islands, cities, and towns of the United States, no other or greater duties, or imposts, of what nature soever they may be, or by what name soever called, than those, which the nations most favored are, or shall be obliged to pay, and they shall enjoy all the rights, liberties, privileges, immunities, and exemptions, in trade, navigation and commerce, whether in passing from one port in the said States, to another, or in going to, and from the same, from, and to any part of the world, which the said nations do, or shall enjoy. And the Citizens of the United States shall reciprocally enjoy in the territories of the French Republic, in Europe, the same privileges, and immunities, as well for their property, and persons, as for what concerns trade, Navigation, and Commerce.

ARTICLE XII

It shall be lawful for the Citizens of either Country to sail with their ships and Merchandize (contraband goods always excepted) from any port whatever, to any port of the enemy of the other, and to sail, and trade with their ships, and Merchandize, with perfect security, and liberty, from the countries ports, and places, of those who are enemies of both, or of either party, without any opposition, or disturbance whatsoever, and to pass not only directly from the places and ports of the enemy aforementioned to neutral ports, and places, but also from one place belonging to an enemy, to another place belonging to an enemy, whether they be under the jurisdiction of the same power, or under several, unless such ports, or places shall be actually blockaded, besieged, or invested.

And whereas it frequently happens that Vessels sail for a port or place belonging to an enemy without knowing that the same is either besieged, block-

aded, or invested, it is agreed that every vessel so circumstanced may be turned away from such port, or place, but she shall not be detained, nor any part of her cargo if not contraband be confiscated, unless after notice of such blockade or investment, she shall again attempt to enter: but she shall be permitted to go to any other port or place she shall think proper. Nor shall any vessel of either, that may have entered into such port, or place, before the same was actually besieged, blockaded, or invested by the other, be restrained from quitting such place with her cargo, nor if found therein after the reduction and surrender of such place, shall such vessel or her cargo be liable to confiscation but they shall be restored to the Owners thereof.

ARTICLE XIII

In order to regulate what shall be deemed contraband of war, there shall be comprised under that denomination, Gun-powder, salt-petre, Petards, match, ball, bombs, grenades, carcasses, Pikes, Halberds, swords, belts, Pistols, holsters, cavalry saddles, and furniture, Cannon, Mortars, their carriages, and beds, and generally all kinds of arms, ammunition of war, and instruments fit for the use of Troops, all the above articles whenever they are destined to the port of an enemy, are hereby declared to be contraband, and just objects of confiscation: but the vessel in which they are laden, and the residue of the cargo shall be considered free, and not in any manner infected by the prohibited goods, whether belonging to the same or a different Owner.

ARTICLE XIV

It is hereby stipulated that free ships shall give a freedom to goods, and that every thing shall be deemed to be free, and exempt which shall be found on board the ships belonging to the citizens of either of the contracting parties, altho' 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 altho' they be enemies to either party, they are not to be taken out of that free ship, unless they are soldiers and in actual service of the enemy.

ARTICLE XV

On the contrary, it is agreed, that whatever shall be found to be laden by the citizens of either party on any ship, belonging to the enemies of the other, or their Citizens, shall be confiscated without distinction of goods, contraband, or not contraband, in the same manner, as if it belonged to the enemy, except such goods, and merchandizes as were put on board such ship before the declaration of war, or even after such declaration, if so be it were done, without knowledge of such declaration, so that the goods of the citizens of either party, whether they be of the nature of such as are prohibited, or otherwise, which as is aforesaid were put on board any ship belonging to an enemy, be-

fore the war, or after the declaration of the same, without the knowledge of it, shall no ways be liable to confiscation, but shall well, and truly be restored without delay to the Proprietors demanding the same; but so as that if the said Merchandizes be contraband it shall not be any ways lawful, to carry them afterwards to any ports belonging to the enemy. The two contracting parties agree, that the term of two months being passed after the declaration of war, their respective citizens, from whatever part of the world they come, shall not plead the ignorance mentioned in this Article.

ARTICLE XVI

The Merchant ships belonging to the citizens of either of the contracting parties, which shall be bound to a port of the enemy of one of the parties, and concerning whose voyage, and the articles of their cargo, there shall be just grounds of suspicion, shall be obliged to exhibit, as well upon the high seas, as in the ports or roads, not only their passports, but likewise their certificates, shewing that their goods are not of the quality of those which are specified to be contraband in the 13th Article of the present Convention.

ARTICLE XVII

And that captures on light suspicions may be avoided, and injuries thence arising be prevented, it is agreed, that when one party shall be engaged in war and the other party be neuter, the ships of the neutral party shall be furnished with passports similar to that described in the fourth Article, that it may appear thereby that the ships really belong to the citizens of the neutral party: they shall be valid for any number of Voyages, but shall be renewed every year, that is if the ship happens to return home in the space of a year. If the ships are laden they shall be provided not only with the passports above mentioned, but also with certificates similar to those described in the same article, so that it may be known whether they carry any contraband goods. No other paper shall be required, any usage or ordinance to the contrary notwithstanding. And if it shall not appear from the said certificates that there are contraband goods on board, the ships shall be permitted to proceed on their voyage. If it shall appear from the certificates that there are contraband goods on board any such ship, and the commander of the same shall offer to deliver them up, the offer shall be accepted, and the ship shall be at liberty to pursue its voyage; unless the quantity of the contraband goods be greater than can conveniently be received on board the ship of war, or privateer, in which case the ship may be carried into port for the delivery of the same. If any ship shall not be furnished with such passport, or certificates, as are above required for the same, such case may be examined by a proper judge, or tribunal, and if it shall appear from other documents, or proofs, admissible by the usage of nations, that the ship belongs to the citizens of the neutral party it shall not be confiscated, but shall be released with her

cargo (contraband goods excepted) and be permitted to proceed on her voyage.

If the Master of a Ship named in the passport should happen to die, or be removed by any other cause, and another put in his place, the ship, and cargo shall nevertheless be equally secure, and the passport remain in full force.

ARTICLE XVIII

If the ships of the citizens of either of the parties, shall be met with, either sailing along the coasts or on the high seas, by any ship of war, or privateer of the other; for the avoiding of any disorder, the said ships of war, or privateers shall remain out of Canon-shot, and may send their boats on board the Merchant ship, which they shall so meet with, and may enter her to the number of two, or three men only, to whom the Master or commander of such ship, shall exhibit his passport concerning the property of the ship made out according to the form prescribed in the fourth Article. And it is expressly agreed that the neutral party shall in no case be required to go on board the examining vessel for the purpose of exhibiting his papers, or for any other examination whatever.

ARTICLE XIX

It is expressly agreed by the contracting parties, that the stipulations above mentioned, relative to the conduct to be observed on the sea by the cruizers of the belligerent party, towards the ships of the neutral party, shall be applied only to ships sailing without convoy; and when the said ships shall be convoyed, it being the intention of the parties to observe all the regard due to the protection of the Flag displayed by public ships, it shall not be lawful to visit them: but the verbal declaration of the commander of the convoy, that the ships he convoys belong to the nation whose flag he carries, and that they have no contraband goods on board shall be considered by the respective cruizers as fully sufficient: the two parties reciprocally engaging not to admit under the protection of their convoys, ships which shall carry contraband goods destined to an enemy.

ARTICLE XX

In all cases where vessels shall be captured, or detained, under pretence of carrying to the enemy contraband goods, the Captor shall give a receipt for such of the papers of the Vessel as he shall retain, which receipt shall be annexed to a descriptive list of the said papers: and it shall be unlawful to break up, or open the hatches, chests, trunks, casks, bales, or vessels found on board, or remove the smallest part of the goods, unless the lading be brought on shore, in presence of the competent officers, and an inventory be made by them of the said goods. Nor shall it be lawful to sell, exchange or alienate

the same, in any manner, unless there shall have been lawful process, and the competent judge or judges shall have pronounced against such goods sentence of confiscation, saving always the ship and the other goods which it contains.

ARTICLE XXI

And that proper care may be taken of the vessel and cargo, and embezzlement prevented, it is agreed that it shall not be lawful to remove the master or commander or Supercargo of any captured ship, from on board thereof, either during the time the ship may be at sea, after her capture, or pending the proceedings against her, or her cargo, or any thing relative thereto. And in all cases where a vessel of the citizens of either party shall be captured, or seized, and held for adjudication, her officers, passengers, and crew shall be hospitably treated. They shall not be imprisoned, nor deprived of any part of their wearing apparel, nor of the possession, and use of their money, not exceeding for the captain super cargo, and mate five hundred dollars each and for the Sailors and Passengers, one hundred dollars each.

ARTICLE XXII

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 when ever such tribunal of either of the parties, 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 the said vessel without any delay, he paying the legal fees for the same.

ARTICLE XXIII

And that more abundant care may be taken for the security of the respective citizens of the contracting parties, and to prevent their suffering injuries by the men of war, or privateers of either party, all commanders of ships of war, and privateers, and all others of the said citizens shall forbear doing any damage to those of the other party, or committing any outrage against them, and if they act to the contrary, they shall be punished, and shall also be bound in their persons, and estates, to make satisfaction and reparation for all damages and the interest thereof, of whatever nature the said damages may be.

For this cause all commanders of Privateers before they receive their commissions shall hereafter be obliged to give, before a competent judge, sufficient security, by at least two responsible sureties who have no interest in the said Privateer, each of whom together with the said commander, shall be jointly,

and severally bound in the sum of seven thousand dollars or Thirty Six Thousand eight hundred and twenty Francs, or if such ships be provided with above one hundred and fifty seamen or soldiers in the sum of Fourteen thousand dollars or Seventy three Thousand six hundred and forty francs, to satisfy all damages, and injuries, which the said privateer, or her officers, or men, or any of them may do or commit, during their cruize contrary to the tenor of this convention or to the laws, and instructions for regulating their conduct; and further, that in all cases of aggressions, the said commissions shall be revoked, and annulled.

ARTICLE XXIV

When the ships of war of the two contracting parties, or those belonging to their citizens, which are armed in war, shall be admitted to enter with their prizes the ports of either of the two parties, the said public or private ships, as well as their prizes, shall not be obliged to pay any duty either to the officers of the place, the judges or any others: Nor shall such prizes, when they come to, and enter the ports of either party, be arrested or seized, nor shall the Officers of the place, make examination concerning the lawfulness of such prizes; but they may hoist sail at any time, and depart, and carry their prizes, to the places expressed in their commissions, which the commanders of such ships of war shall be obliged to shew. It is always understood that the stipulations of this article shall not extend beyond the priviledges of the most favored nation.

ARTICLE XXV

It shall not be lawful for any foreign Privateers who have commissions from any Prince, or State, in enmity with either nation, to fit their ships in the ports of either nation, to sell their prizes, or in any manner to exchange them; neither shall they be allowed to purchase provisions, except such as shall be necessary for their going to the next port of that Prince, or State, from which they have received their commissions.

ARTICLE XXVI

It is further agreed that both the said contracting parties, shall not only refuse to receive any pirates into any of their ports, havens, or towns, or permit any of their inhabitants to receive, protect, harbour, conceal, or assist them in any manner, but will bring to condign punishment, all such inhabitants, as shall be guilty of such acts, or Offences.

And all their ships, with the goods, or merchandizes taken by them, and brought into the port of either of the said parties, shall be seized as far as they can be discovered, and shall be restored to the owners, or their Factors, or agents, duly authorised by them, (proper evidence being first given before competent judges for proving the property) even in case such effects should

have passed into other hands by sale, if it be proved, that the Buyers knew, or had good reason to believe, or suspect, that they had been piratically taken.

ARTICLE XXVII

Neither party will intermeddle in the Fisheries of the other on it's coast nor disturb the other in the exercise of the rights, which it now holds or may acquire on the coast of Newfoundland, in the Gulph of Saint Lawrence or ellswhere on the American coast, northward of the United States. But the whale and seal Fisheries shall be free to both in every quarter of the world.

This Convention shall be ratified on both sides in due form, and the ratifications exchanged in the space of six months or sooner if possible.

In faith whereof the respective plenipotentiaries have signed the above articles both in the French and English languages, and they have thereto affixed their seals, declaring nevertheless that the signing in the two languages, shall not be brought into precedent nor in any way operate to the prejudice of either party.

Done at Paris the eighth day of Vendémiaire of the ninth year of the French Republic, the thirtieth day of September, Anno Domini Eighteen Hundred.

JOSEPH BONAPARTE	[SEAL]
C. P. CLARET FLEURIEU	[SEAL]
ROEDERER	[SEAL]
OLIV. ELLSWORTH	[SEAL]
W. R. DAVIE	[SEAL]
W. V. MURRAY	[SEAL]

CESSION OF LOUISIANA

Treaty signed at Paris April 30, 1803

Ratified by France May 22, 1803

Senate advice and consent to ratification October 20, 1803

Ratified by the President of the United States October 21, 1803

Ratifications exchanged at Washington October 21, 1803

Entered into force October 21, 1803

Proclaimed by the President of the United States October 21, 1803

8 Stat. 200; Treaty Series 86 ¹

TREATY BETWEEN THE UNITED STATES OF AMERICA AND THE FRENCH REPUBLIC

The President of the United States of America and the First Consul of the French Republic in the name of the French People desiring to remove all Source of misunderstanding relative to objects of discussion mentioned in the Second and fifth articles of the Convention of the 8th Vendémiaire and 9/30 September 1800 ² relative to the rights claimed by the United States in virtue of the Treaty concluded at Madrid the 27 of October 1795, ³ between His Catholic Majesty, & the Said United States, & willing to Strengthen the union and friendship which at the time of the Said Convention was happily reestablished between the two nations have respectively named their Plenipotentiaries to wit The President of the United States, by and with the advice and consent of the Senate of Said States; Robert P. Livingston Minister Plenipotentiary of the United States and James Monroe Minister Plenipotentiary and Envoy extraordinary of the Said States near the Government of the French Republic; And the First Consul in the name of the French people, Citizen Francis Barbé Marbois Minister of the public treasury who after having respectively exchanged their full powers have agreed to the following Articles.

ARTICLE 1

Whereas by the Article the third of the Treaty concluded at St Idelfonso the 9th Vendémiaire an 9/1st October 1800 ⁴ between the First Consul of the French Republic and his Catholic Majesty it was agreed as follows.

¹ For a detailed study of this treaty, see 2 Miller 498.

² TS 85, *ante*, p. 801.

³ TS 325, *post*, SPAIN.

⁴ For text, see I Malloy 506.

“His Catholic Majesty promises and engages on his part to cede to the French Republic six months after the full and entire execution of the conditions and Stipulations herein relative to his Royal Highness the Duke of Parma, the Colony or Province of Louisiana with the Same extent that it now has in the hands of Spain, & that it had when France possessed it; and Such as it Should be after the Treaties subsequently entered into between Spain and other States”.

And whereas in pursuance of the Treaty and particularly of the third article the French Republic has an incontestible title to the domain and to the possession of the said Territory—The First Consul of the French Republic desiring to give to the United States a strong proof of his friendship doth hereby cede to the said United States in the name of the French Republic for ever and in full Sovereignty the said territory with all its rights and appurtenances as fully and in the Same manner as they have been acquired by the French Republic in virtue of the above mentioned Treaty concluded with his Catholic Majesty.

ART: II

In the cession made by the preceding article are included the adjacent Islands belonging to Louisiana, all public lots and Squares, vacant lands and all public buildings, fortifications, barracks and other edifices which are not private property.—The Archives, papers & documents relative to the domain and Sovereignty of Louisiana and its dependances will be left in the possession of the Commissaries of the United States, and copies will be afterwards given in due form to the Magistrates and Municipal officers of Such of the said papers and documents as may be necessary to them.

ART: III

The inhabitants of the ceded territory shall be incorporated in the Union of the United States and admitted as soon as possible according to the principles of the federal Constitution to the enjoyment of all the rights, advantages and immunities of citizens of the United States, and in the mean time they shall be maintained and protected in the free enjoyment of their liberty, property and the Religion which they profess.

ART: IV

There Shall be Sent by the Government of France a Commissary to Louisiana to the end that he do every act necessary as well to receive from the Officers of his Catholic Majesty the Said country and its dependances in the name of the French Republic if it has not been already done as to transmit it in the name of the French Republic to the Commissary or agent of the United States.

ART: V

Immediately after the ratification of the present Treaty by the President of the United States and in case that of the first Consul's shall have been previously obtained, the Commissary of the French Republic shall remit all military posts of New Orleans and other parts of the ceded territory to the Commissary or Commissaries named by the President to take possession—the troops whether of France or Spain who may be there shall cease to occupy any military post from the time of taking possession and shall be embarked as soon as possible in the course of three months after the ratification of this treaty.

ART: VI

The United States promise to execute Such treaties and articles as may have been agreed between Spain and the tribes and nations of Indians until by mutual consent of the United States and the said tribes or nations other Suitable articles Shall have been agreed upon.

ART: VII

As it is reciprocally advantageous to the commerce of France and the United States to encourage the communication of both nations for a limited time in the country ceded by the present treaty until general arrangements relative to the commerce of both nations may be agreed on, it has been agreed between the contracting parties that the French Ships coming directly from France or any of her colonies loaded only with the produce and manufactures of France or her Said Colonies; and the Ships of Spain coming directly from Spain or any of her colonies loaded only with the produce or manufactures of Spain or her Colonies Shall be admitted during the Space of twelve years in the Port of New-Orleans and in all other legal ports-of-entry within the ceded territory in the Same manner as the Ships of the United States coming directly from France or Spain or any of their Colonies without being Subject to any other or greater duty on merchandize or other or greater tonnage than that paid by the citizens of the United States.

During the Space of time above mentioned no other nation Shall have a right to the Same privileges in the Ports of the ceded territory—the twelve years Shall commence three months after the exchange of ratifications if it Shall take place in France or three months after it Shall have been notified at Paris to the French Government if it Shall take place in the United States;⁵ It is however well understood that the object of the above article is to favour the manufactures, Commerce, freight and navigation of France and of Spain So far as relates to the importations that the French and Spanish Shall make into the Said Ports of the United States without in any Sort affecting the regulations that the United States may make concerning the exportation of

⁵ For a discussion of the date of the notification, see 2 Miller 511.

the produce and merchandize of the United States, or any right they may have to make Such regulations.

ART: VIII ⁶

In future and for ever after the expiration of the twelve years, the Ships of France shall be treated upon the footing of the most favoured nations in the ports above mentioned.

ART: IX

The particular Convention Signed this day ⁷ by the respective Ministers having for its object to provide for the payment of debts due to the Citizens of the United States by the French Republic prior to the 30th Sept^r 1800 (8th Vendémiaire an 9) is approved and to have its execution in the Same manner as if it had been inserted in this present treaty and it Shall be ratified in the Same form and in the Same time So that the one Shall not be ratified distinct from the other.

Another particular Convention Signed at the Same date as the present treaty ⁸ relative to a definitive rule between the contracting parties is in the like manner approved and will be ratified in the Same form, and in the Same time and jointly.

ART: X

The present treaty Shall be ratified in good and due form and the ratifications Shall be exchanged in the Space of Six months after the date of the Signature by the Ministers Plenipotentiary or Sooner if possible.

In faith whereof the respective Plenipotentiaries have Signed these articles in the French and English languages; declaring nevertheless that the present Treaty was originally agreed to in the French language; and have thereunto affixed their Seals.

Done at Paris the tenth day of Floreal in the eleventh year of the French Republic; and the 30th of April 1803.

ROB ^t R LIVINGSTON	[SEAL]
JA ^s MONROE	[SEAL]
BARBÉ MARBOIS	[SEAL]

⁶ See also art. VII of convention signed at Paris July 4, 1831 (TS 88), *post*, p. 828.

⁷ TS 86-B, *post*, p. 818.

⁸ TS 86-A, *post*, p. 816.

CESSION OF LOUISIANA: FINANCIAL ARRANGEMENT

Convention signed at Paris April 30, 1803

Ratified by France May 22, 1803

Senate advice and consent to ratification October 20, 1803

Ratified by the President of the United States October 21, 1803

Ratifications exchanged at Washington October 21, 1803

Entered into force October 21, 1803

Proclaimed by the President of the United States October 21, 1803

Expired upon fulfillment of its terms

8 Stat. 206; Treaty Series 86-A¹

A CONVENTION BETWEEN THE UNITED STATES OF AMERICA AND THE FRENCH REPUBLIC

The President of the United States of America and the First Consul of the French Republic in the name of the French people, in consequence of the treaty of cession of Louisiana which has been Signed this day;² wishing to regulate definitively every thing which has relation to the Said cession have authorized to this effect the Plenipotentiaries that is to say: the President of the United States has, by and with the advice and consent of the Senate of the Said States nominated for their Plenipotentiaries, Robert R. Livingston Minister Plenipotentiary of the United States and James Monroe Minister Plenipotentiary and Envoy-Extraordinary of the Said United States near the Government of the French Republic; and the First Consul of the French Republic in the name of the French People has named as Plenipotentiary of the Said Republic the citizen Francis Barbé-Marbois: who in virtue of their full powers, which have been exchanged this day have agreed to the following articles:

ART: 1

The Government of the United States engages to pay to the French Government in the manner Specified in the following article the Sum of Sixty millions of francs independant of the Sum which Shall be fixed by another Convention for the payment of the debts due by France to citizens of the United States.

¹ For a detailed study of this convention, see 2 Miller 512.

² TS 86, *ante*, p. 812.

ART: 2

For the payment of the Sum of Sixty millions of francs mentioned in the preceding article the United States Shall create a Stock of eleven millions, two hundred and fifty thousand Dollars bearing an interest of Six per cent: per annum payable half yearly in London Amsterdam or Paris amounting by the half year to three hundred and thirty Seven thousand five hundred Dollars according to the proportions which Shall be determined by the French Government to be paid at either place: The principal of the Said Stock to be reimbursed at the treasury of the United States in annual payments of not less than three millions of Dollars each; of which the first payment Shall commence fifteen years after the date of the exchange of ratifications—this Stock Shall be transferred to the Government of France or to Such person or persons as Shall be authorized to receive it in three months at most after the exchange of the ratifications of this treaty and after Louisiana Shall be taken possession of in the name of the Government of the United States.³

It is further agreed that if the French Government Should be desirous of disposing of the Said Stock to receive the capital in Europe at Shorter terms that its measures for that purpose Shall be taken So as to favour in the greatest degree possible the credit of the United States and to raise to the highest price the Said Stock.

ART: 3

It is agreed that the Dollar of the United States Specified in the present Convention Shall be fixed at five francs $\frac{3333}{10000}$ or five livres eight Sous tournois.

The present Convention Shall be ratified in good and due form, and the ratifications Shall be exchanged in the Space of Six months to date from this day or Sooner if possible.

In faith of which the respective Plenipotentiaries have Signed the above articles both in the French and English languages, declaring nevertheless that the present treaty has been originally agreed on and written in the French language; to which they have hereunto affixed their Seals.

Done at Paris the tenth of Floreal eleventh year of the French Republic (30th April 1803.)

ROB ^t R LIVINGSTON	[SEAL]
JA ^s MONROE	[SEAL]
BARBÉ MARBOIS	[SEAL]

³ The United States took possession of Louisiana Dec. 20, 1803.

CLAIMS

Convention signed at Paris April 30, 1803

Ratified by France May 22, 1803

Senate advice and consent to ratification October 20, 1803

Ratified by the President of the United States October 21, 1803

Ratifications exchanged at Washington October 21, 1803

Entered into force October 21, 1803

Proclaimed by the President of the United States October 21, 1803

*Terminated upon fulfillment of its terms*¹

8 Stat. 208; Treaty Series 86-B²

CONVENTION BETWEEN THE UNITED STATES OF AMERICA AND THE FRENCH REPUBLIC

The President of the United States of America and the First Consul of the French Republic in the name of the French People having by a Treaty³ of this date terminated all difficulties relative to Louisiana, and established on a Solid foundation the friendship which unites the two nations and being desirous in compliance with the second and fifth Articles of the Convention of the 8th Vendémiaire ninth year of the French Republic (30th September 1800)⁴ to Secure the payment of the Sums due by France to the citizens of the United States have respectively nominated as Plenipotentiaries that is to Say The President of the United States of America by and with the advice and consent of their Senate Robert R. Livingston Minister Plenipotentiary and James Monroe Minister Plenipotentiary and Envoy Extraordinary of the Said States near the Government of the French Republic: and the First Consul in the name of the French People the Citizen Francis Barbé Marbois Minister of the public treasury; who after having exchanged their full powers have agreed to the following articles.

ART: 1

The debts due by France to citizens of the United States contracted before the 8th of Vendémiaire ninth year of the French Republic (30th

¹ The Commission held its first meeting July 5, 1803, and adjourned Dec. 1, 1804. For details regarding distribution of the French indemnity under this convention, see Moore, *International Arbitrations*, vol. V, pp. 4434-4446.

² For a detailed study of this convention, see 2 Miller 516.

³ TS 86, *ante*, p. 812.

⁴ TS 85, *ante*, p. 801.

September 1800) Shall be paid according to the following regulations with interest at Six per Cent; to commence from the period when the accounts and vouchers were presented to the French Government.

ART: 2

The debts provided for by the preceding Article are those whose result is comprised in the conjectural note⁵ annexed to the present Convention and which with the interest cannot exceed the Sum of twenty millions of Francs. The claims comprised in the Said note which fall within the exceptions of the following articles Shall not be admitted to the benefit of this provision.

ART: 3

The principal and interests of the Said debts Shall be discharged by the United States, by orders drawn by their Minister Plenipotentiary on their treasury, these orders Shall be payable Sixty days after the exchange of ratifications of the Treaty and the Conventions Signed this day, and after possession Shall be given of Louisiana by the Commissaries of France to those of the United States.

ART: 4

It is expressly agreed that the preceding articles Shall comprehend no debts but Such as are due to citizens of the United States who have been and are yet creditors of France for Supplies for embargoes and prizes made at Sea in which the appeal has been properly lodged within the time mentioned in the Said Convention 8th Vendémiaire ninth year, (30th Sept^r 1800).

ART: 5

The preceding Articles Shall apply only, First: to captures of which the the council of prizes Shall have ordered restitution it being well understood that the claimant cannot have recourse to the United States otherwise than he might have had to the Government of the French Republic and only in case of insufficiency of the captors—2^d the debts mentioned in the Said fifth Article of the Convention contracted before the 8th Vendémiaire an 9/30th September 1800 the payment of which has been heretofore claimed of the actual Government of France and for which the creditors have a right to the protection of the United States—the Said 5th Article does not comprehend prizes whose condemnation has been or Shall be confirmed: it is the express intention of the contracting parties not to extend the benefit of the present Convention to reclamations of American citizens who Shall have established houses of Commerce in France, England or other countries than the United States in partnership with for-

⁵ For a discussion of the "conjectural note," see 2 Miller 524. For a detailed list of the American claims (in French), see 18 Stat., pt. 2, 239-242.

eigners, and who by that reason and the nature of their commerce ought to be regarded as domiciliated in the places where Such houses exist.— All agreements and bargains concerning merchandize which Shall not be the property of American citizens are equally excepted from the benefit of the Said Convention Saving however to Such persons their claims in like manner as if this Treaty had not been made.

ART: 6

And that the different questions which may arise under the preceding article may be fairly investigated the Ministers Plenipotentiary of the United States Shall name three persons who Shall act from the present and provisionally and who shall have full power to examine without removing the documents, all the accounts of the different claims already liquidated by the Bureaus established for this purpose by the French Republic and to ascertain whether they belong to the classes designated by the present Convention and the principles established in it or if they are not in one of its exceptions and on their Certificate declaring that the debt is due to an American Citizen or his representative and that it existed before the 8th Vendémiaire 9th year/30 September 1800 the debtor shall be entitled to an order on the Treasury of the United States in the manner prescribed by the 3^d Article.

ART: 7

The Same agents Shall likewise have power without removing the documents to examine the claims which are prepared for verification, and to certify those which ought to be admitted by uniting the necessary qualifications, and not being comprised in the exceptions contained in the present Convention.

ART: 8

The Same agents Shall likewise examine the claims which are not prepared for liquidation and certify in writing those which in their Judgement ought to be admitted to liquidation.

ART: 9

In proportion as the debts mentioned in these articles Shall be admitted they Shall be discharged with interest at Six per Cent: by the Treasury of the United States.

ART: 10

And that no debt which shall not have the qualifications above mentioned and that no unjust or exorbitant demand may be admitted, the Commercial agent of the United States at Paris or Such other agent as the Minister Plenipotentiary of the United States Shall think proper to nominate shall assist at the operations of the Bureaus and cooperate in the examinations of the claims;

and if this agent Shall be of opinion that any debt is not completely proved or if he shall judge that it is not comprised in the principles of the fifth article above mentioned, and if notwithstanding his opinion the Bureaus established by the French Government should think that it ought to be liquidated he shall transmit his observations to the board established by the United States who without removing documents shall make a complete examination of the debt and vouchers which Support it, and report the result to the Minister of the United States.—The Minister of the United States Shall transmit his observations in all Such cases to the Minister of the treasury of the French Republic on whose report the French Government Shall decide definitively in every case.

The rejection of any claim Shall have no other effect than to exempt the United States from the payment of it the French Government reserving to itself, the right to decide definitively on Such claim So far as it concerns itself.

ART: 11

Every necessary decision Shall be made in the course of a year to commence from the exchange of ratifications and no reclamation Shall be admitted afterwards.

ART: 12

In case of claims for debts contracted by the Government of France with citizens of the United States Since the 8th Vendemiaire 9th year/30 September 1800 not being comprised in this Convention may be pursued and the payment demanded in the Same manner as if it had not been made.

ART: 13

The present convention Shall be ratified in good and due form and the ratifications Shall be exchanged in Six months from the date of the Signature of the Ministers Plenipotentiary or Sooner if possible.

In faith of which the respective Ministers Plenipotentiary have Signed the above Articles both in the French and English languages declaring nevertheless that the present treaty has been originally agreed on and written in the French language to which they have hereunto affixed their Seals.

Done at Paris the tenth of Floreal eleventh year of the French Republic. 30th April 1803.

ROB ^t R LIVINGSTON	[SEAL]
JA ^s MONROE	[SEAL]
BARBÉ MARBOIS	[SEAL]

NAVIGATION AND COMMERCE

Convention, with separate article, signed at Washington June 24, 1822
Ratified by France November 6, 1822

Senate advice and consent to ratification January 31, 1823

Ratified by the President of the United States February 12, 1823

Ratifications exchanged at Washington February 12, 1823

Entered into force February 12, 1823; effective from October 1, 1822

Proclaimed by the President of the United States February 12, 1823

Article 6 abrogated by the United States July 1, 1916, in accordance
with Seamen's Act of March 4, 1915; ¹ article 7 modified by agree-
ment of July 17, 1919 ²

8 Stat. 278; Treaty Series 87 ³

CONVENTION OF NAVIGATION AND COMMERCE BETWEEN THE UNITED STATES OF AMERICA AND HIS MAJESTY THE KING OF FRANCE AND NAVARRE

The United-States of America, and His Majesty the King of France and Navarre, being desirous of settling the relations of Navigation and Commerce between their respective Nations, by a temporary Convention reciprocally beneficial and satisfactory, and thereby of leading to a more permanent and comprehensive arrangement, have respectively furnished their full powers in manner following, that is to say: the President of the United-States, to John Quincy Adams, their Secretary of State; and His Most Christian Majesty, to the Baron Hyde de Neuville, Knight of the Royal and Military Order of S^t Louis, Commander of the Legion of Honor, Grand-Cross of the Royal American Order of Isabella the Catholic, His Envoy extraordinary and Minister plenipotentiary near the United-States; who, after exchanging their full powers, have agreed on the following Articles.

ARTICLE 1st

Articles of the growth, produce, or manufacture of the United-States, imported into France in vessels of the United-States, shall pay an additional duty not exceeding twenty francs per ton of mer-

¹ 38 Stat. 1164.

² TS 650, *post*, p. 899.

³ For a detailed study of this convention, see 3 Miller 77.

chandise, over and above the duties paid on the like articles, also of the growth, produce, or manufacture of the United-States when imported in French vessels.

ARTICLE 2

Articles of the growth, produce, or manufacture of France, imported into the United-States in French Vessels, shall pay an additional duty not exceeding three dollars and seventy five cents per ton of merchandize, over and above the duties collected upon the like articles, also of the growth, produce or manufacture of France, when imported in Vessels of the United-States.

ARTICLE 3

No discriminating duty shall be levied upon the productions of the soil or industry of France, imported in French bottoms into the Ports of the United-States for transit or re-exportation.

Nor shall any such duties be levied upon the productions of the soil or industry of the United-States imported in Vessels of the United-States into the Ports of France for transit or re-exportation.

ARTICLE 4

The following quantities shall be considered as forming the ton of merchandise for each of the Articles hereinafter specified:

Wines—four 61 gallon-hogsheads or 244 gallons of 231 cubic inches American measure.

Brandies—and all other liquids, 244 gallons.

Silks, and all other dry goods, and all other articles usually subject to measurement: forty two cubic feet French in France, and fifty cubic feet American measure in the United-States.

Cotton—804 ^{lb} avoirdupois or 365 Kilogrammes.

Tobacco—1,600 ^{lb} avoirdupois or 725 Kilogrammes.

Ashes, pot and pearl, 2240 ^{lb} avoirdupois or 1016 Kilog^s

Rice—1600 ^{lb} avoirdupois or 725 Kilogrammes.

And for all weighable Articles not specified, 2240 ^{lb} avoirdupois or 1016 Kilogrammes.

ARTICLE 5

The duties of Tonnage, light money, Pilotage, Port-charges, brokerage and all other duties upon foreign shipping, over and above those paid by the National shipping in the two Countries respectively, other than those specified in Articles 1 and 2 of the present Convention, shall not exceed, in France for vessels of the United-States, five francs per ton of the Vessel's American Register, nor, for Vessels of France in the United-States, ninety four cents per ton of the Vessel's French passport.

ARTICLE 6 ⁴

The contracting parties, wishing to favor their mutual Commerce, by affording in their Ports every necessary assistance to their respective vessels, have agreed that the Consuls and Vice-Consuls may cause to be arrested the sailors being part of the crews of the vessels of their respective Nations, who shall have deserted from the said vessels, in order to send them back and transport them out of the Country. For which purpose the said Consuls and Vice-Consuls shall address themselves to the Courts, Judges and Officers competent, and shall demand the said deserters in writing, proving by an exhibition of the Registers of the Vessel, or ship's roll, or other official 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; and there shall be given all aid and assistance to the said Consuls and Vice-Consuls for the search, seizure and arrest of the said deserters, who shall even be detained, and kept in the prisons of the Country, at their request and expense, until they shall have found an opportunity of sending them back. But if they be not sent back within three 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 7 ⁵

The present temporary Convention shall be in force for two years from the first day of October next, and even after the expiration of that term, until the conclusion of a definitive Treaty, or until one of the Parties shall have declared its intention to renounce it; which declaration shall be made at least six months beforehand.

And in case the present Arrangement should remain without such declaration of its discontinuance by either party, the extra-duties specified in the 1st and 2^d articles shall, from the expiration of the said two years, be on both sides diminished by one fourth of their whole amount, and afterwards by one fourth of the said amount from year to year, so long as neither party shall have declared the intention of renouncing it as above stated.

ARTICLE 8

The present Convention shall be ratified on both sides, and the ratifications shall be exchanged within one year from the date hereof, or sooner if possible. But the execution of the said Convention shall commence in both Countries on the first of October next, and shall be effective, even in case of non-ratification, for all such vessels as may have

⁴ Abrogated by the United States July 1, 1916, in accordance with the Seamen's Act of Mar. 4, 1915 (38 Stat. 1164).

⁵ For agreement of July 17, 1919, modifying art. 7, see TS 650, *post*, p. 899.

sailed *bonâ fide*, for the Ports of either Nation, in the confidence of its being in force.

In faith whereof, the respective Plenipotentiaries have signed the present Convention, and have thereto affixed their seals at the City of Washington, this 24th day of June, A. D. 1822.

JOHN QUINCY ADAMS [SEAL]

G. HYDE DE NEUVILLE [SEAL]

SEPARATE ARTICLE

The extra-duties levied on either side before the present day, by virtue of the Act of Congress of 15 May 1820, and of the Ordinance of 26 July of the same year, and others confirmative thereof, and which have not already been paid back, shall be refunded.

Signed and Sealed as above, this 24th day of June 1822.

JOHN QUINCY ADAMS [SEAL]

G. HYDE DE NEUVILLE [SEAL]

CLAIMS AND DUTIES ON WINES AND COTTON

Convention signed at Paris July 4, 1831

Ratified by France August 31, 1831

Senate advice and consent to ratification January 27, 1832

Ratified by the President of the United States February 2, 1832

Ratifications exchanged at Washington February 2, 1832

Entered into force February 2, 1832

Proclaimed by the President of the United States July 13, 1832

*Terminated upon fulfillment of its terms*¹

8 Stat. 430; Treaty Series 88²

The United States of America and His Majesty the King of the French, animated with an equal desire to adjust amicably, and in a manner conformable to equity, as well as to the relations of good intelligence and sincere friendship which unite the two countries, the reclamations formed by the respective Governments, have, for this purpose, named for their Plenipotentiaries, to wit:

The President of the United States, by and with the advice and consent of the Senate, William C. Rives, Envoy Extraordinary and Minister Plenipotentiary of the said United States, near his Majesty the King of the French, and His Majesty the King of the French, Count Horace Sebastiani, Lieutenant General of his Armies, his Minister Secretary of State for the Department of Foreign Affairs, &c., &c.;

Who, after having exchanged their full powers, found in good and due form, have agreed upon the following articles:

ARTICLE I

The French Government, in order to liberate itself completely from all the reclamations preferred against it by citizens of the United States, for unlawful seizures, captures, sequestrations, confiscations or destructions of their vessels,

¹ For a history of the implementation of this convention and the distribution of the indemnity thereunder, see Moore, *International Arbitrations*, vol. V, pp. 4447-4485, and Moore, *Digest of International Law*, vol. VII, pp. 123-130.

² For a detailed study of this convention, see 3 Miller 641.

cargoes or other property, engages to pay a sum of twenty-five millions of francs to the Government of the United States, who shall distribute it among those entitled, in the manner and according to the rules which it shall determine.

ARTICLE II

The sum of twenty-five millions of francs, above stipulated, shall be paid at Paris, in six annual instalments, of four millions one hundred and sixty-six thousand six hundred and sixty-six francs sixty-six centimes each, into the hands of such person or persons as shall be authorized by the Government of the United States to receive it.

The first instalment shall be paid at the expiration of one year next following the exchange of the ratifications of this Convention, and the others at successive intervals of a year, one after another, till the whole shall be paid.

To the amount of each of the said instalments shall be added interest at four per cent. thereupon, as upon the other instalments then remaining unpaid; the said interest to be computed from the day of the exchange of the ratifications of the present Convention.

ARTICLE III

The Government of the United States, on its part, for the purpose of being liberated completely from all the reclamations presented by France on behalf of its citizens, or of the Royal Treasury, (either for ancient supplies or accounts, the liquidation of which had been reserved, or for unlawful seizures, captures, detentions, arrests or destructions of French vessels, cargoes, or other property,) engages to pay to the Government of His Majesty (which shall make distribution of the same in the manner and according to the rules to be determined by it) the sum of one million five hundred thousand francs.

ARTICLE IV

The sum of one million five hundred thousand francs, stipulated in the preceding article, shall be payable in six annual instalments, of two hundred and fifty thousand francs; and the payment of each of the said instalments shall be effected by a reservation of so much out of the annual sums which the French Government is bound, by the second article above, to pay to the Government of the United States.

To the amount of each of these instalments shall be added interest at four per cent. upon the instalment then paid, as well as upon those still due; which payments of interest shall be effected by means of a reservation, similar to that already indicated for the payment of the principal. The said interest shall be computed from the day of the exchange of the ratifications of the present Convention.

ARTICLE V

As to the reclamations of French citizens against the Government of the United States, and the reclamations of citizens of the United States against the French Government, which are of a different nature from those which it is the object of the present convention to adjust, it is understood that the citizens of the two nations may prosecute them in the respective countries before the competent judicial or administrative authorities, in complying with the laws and regulations of the country, the dispositions and benefit of which shall be applied to them, in like manner as to native citizens.

ARTICLE VI

The French Government and the Government of the United States reciprocally engage to communicate to each other, by the intermediary of the respective legations, the documents, titles or other informations proper to facilitate the examination and liquidation of the reclamations comprised in the stipulations of the present convention.

ARTICLE VII

The wines of France, from and after the exchange of the ratifications of the present convention, shall be admitted to consumption in the States of the Union at duties which shall not exceed the following rates, by the gallon, (such as it is used at present for wines in the United States,) to wit: six cents for red wines in casks; ten cents for white wines in casks; and twenty-two cents for wines of all sorts in bottles. The proportion existing between the duties on French wines thus reduced, and the general rates of the tariff which went into operation the first of January, 1829, shall be maintained, in case the Government of the United States should think proper to diminish those general rates in a new tariff.

In consideration of this stipulation, which shall be binding on the United States for ten years, the French Government abandons the reclamations which it had formed in relation to the 8th article of the treaty of cession of Louisiana.³ It engages, moreover, to establish on the long staple cottons of the United States, which, after the exchange of the ratifications of the present convention, shall be brought directly thence to France by the vessels of the United States, or by French vessels, the same duties as on short staple cottons.

ARTICLE VIII

The present convention shall be ratified, and the ratifications shall be exchanged at Washington, in the space of eight months, or sooner if possible.

³ Treaty signed at Paris Apr. 30, 1803 (TS 86), *ante*, p. 815.

In faith of which, the respective Plenipotentiaries have signed these articles, and thereto set their seals.

Done at Paris the fourth day of the month of July, one thousand eight hundred and thirty-one.

W. C. RIVES

[SEAL]

HORACE SEBASTIANI

[SEAL]

EXTRADITION

Convention signed at Washington November 9, 1843

Ratified by France January 22, 1844

Senate advice and consent to ratification February 1, 1844

Ratified by the President of the United States February 2, 1844

Ratifications exchanged at Washington April 12, 1844

Entered into force April 12, 1844

Proclaimed by the President of the United States April 13, 1844

Supplemented by additional articles of February 24, 1845,¹ and February 10, 1858²

Terminated July 27, 1911, by treaty of January 6, 1909,³ except as to crimes enumerated herein and committed prior to July 27, 1911

8 Stat. 580; Treaty Series 89⁴

CONVENTION FOR THE SURRENDER OF CRIMINALS BETWEEN THE UNITED STATES OF AMERICA AND HIS MAJESTY THE KING OF THE FRENCH

The United States of America and His Majesty the King of the French having judged it expedient, with a view to the better administration of justice, and to the prevention of crime within their respective territories and jurisdictions, that persons charged with the crimes hereinafter enumerated, and being fugitives from justice, should, under certain circumstances be reciprocally delivered up; the said United States of America and His Majesty the King of the French have named as their Plenipotentiaries to conclude a Convention for this purpose; that is to say, the President of the United States of America, Abel P. Upshur, Secretary of State of the United States; and His Majesty the King of the French, the Sieur Pageot, officer of the Royal Order of the Legion of Honor, his Minister Plenipotentiary, *ad interim*, in the United States of America; who, after having communicated to each other their respective full powers, found in good and due form, have agreed upon and concluded the following articles:

¹ TS 91, *post*, p. 833.

² TS 93, *post*, p. 840.

³ TS 561, *post*, p. 872.

⁴ For a detailed study of this convention, see 4 Miller 515.

ARTICLE I

It is agreed that the High Contracting Parties shall; on requisitions made in their name, through the medium of their respective Diplomatic Agents, deliver up to justice persons who, being accused of the crimes enumerated in the next following article, committed within the jurisdiction of the requiring party, shall seek an asylum, or shall be found within the territories of the other: *Provided*, That this shall be done only when the fact of the commission of the crime shall be so established as that the laws of the country in which the fugitive or the person so accused shall be found would justify his or her apprehension and commitment for trial, if the crime had been there committed.

ARTICLE II

Persons shall be so delivered up who shall be charged, according to the provisions of this Convention, with any of the following crimes, to wit: murder, (comprehending the crimes designated in the French Penal Code by the terms, assassination, parricide, infanticide, and poisoning,) or with an attempt to commit murder, or with rape, or with forgery, or with arson, or with embezzlement by public officers, when the same is punishable with infamous punishment.⁵

ARTICLE III

On the part of the French Government, the surrender shall be made only by authority of the Keeper of the Seals, Minister of Justice; and on the part of the Government of the United States, the surrender shall be made only by authority of the Executive thereof.

ARTICLE IV

The expenses of any detention and delivery effected in virtue of the preceding provisions, shall be borne and defrayed by the Government in whose name the requisition shall have been made.

ARTICLE V

The provisions of the present Convention shall not be applied in any manner to the crimes enumerated in the second article, committed anterior to the date thereof, nor to any crime or offence of a purely political character.

ARTICLE VI

This Convention shall continue in force until it shall be abrogated by the contracting parties, or one of them; but it shall not be abrogated except by mutual consent, unless the party desiring to abrogate it shall give six months'

⁵ For additions to the list of crimes, see additional articles of Feb. 24, 1845 (TS 91), *post*, p. 833, and Feb. 10, 1858 (TS 93), *post*, p. 840.

previous notice of his intention to do so. It shall be ratified, and the ratifications shall be exchanged within the space of six months, or earlier, if possible.

In witness whereof, the respective Plenipotentiaries have signed the present Convention in duplicate, and have affixed thereto the seal of their arms.

Done at Washington, the ninth day of November, Anno Domini one thousand eight hundred and forty-three.

A. P. UPSHUR [SEAL]

A. PAGEOT [SEAL]

EXTRADITION

Additional article signed at Washington February 24, 1845, supplementing treaty of November 9, 1843

Senate advice and consent to ratification March 12, 1845

Ratified by the President of the United States May 5, 1845

Ratified by France June 17, 1845

Ratifications exchanged at Paris June 21, 1845

Entered into force June 21, 1845

Proclaimed by the President of the United States July 24, 1845

*Supplemented by additional article of February 10, 1858*¹

Terminated July 27, 1911, by treaty of January 6, 1909,² except as to crimes enumerated in treaty of November 9, 1843, and committed prior to July 27, 1911

8 Stat. 617; Treaty Series 91³

ADDITIONAL ARTICLE

The crime of Robbery, defining the same to be, the felonious and forcible taking from the person of another, of goods, or money to any value, by violence or putting him in fear;—and the crime of Burglary, defining the same to be, breaking and entering by night into a mansion house of another with intent to commit felony; and the corresponding crimes included under the French law in the words *vol qualifié crime*,—not being embraced in the second article of the convention of Extradition concluded between the United States of America and France, on the ninth of November, 1843,⁴ it is agreed, by the present article, between the high contracting parties, that persons charged with those crimes shall be respectively delivered up, in conformity with the first article of the said convention; and the present article when ratified by the parties, shall constitute a part of the said convention, and shall have the same force as if it had been originally inserted in the same.

In witness whereof, the respective plenipotentiaries have signed the present article, in duplicate, and have affixed thereto the seal of their arms.

Done at Washington, this twenty-fourth of February, 1845.

J. C. CALHOUN	[SEAL]
A. PAGEOT	[SEAL]

¹ TS 93, *post*, p. 840.

² TS 561, *post*, p. 872.

³ For a detailed study of this additional article, see 4 Miller 685.

⁴ TS 89, *ante*, p. 831.

RIGHTS, PRIVILEGES, AND DUTIES OF CONSULAR OFFICERS

Convention signed at Washington February 23, 1853

*Senate advice and consent to ratification, with amendments, March 29, 1853*¹

*Ratified by the President of the United States, with amendments, April 1, 1853*¹

Ratified by France June 28, 1853

Ratifications exchanged at Washington August 11, 1853

Entered into force August 11, 1853

Proclaimed by the President of the United States August 12, 1853

*Articles 8 and 9 abrogated by the United States July 1, 1916, in accordance with Seamen's Act of March 4, 1915*²

*Article 7 interpreted by agreement of February 23 and March 4, 1933*³

*Replaced January 7, 1968, by convention of July 18, 1966*⁴

10 Stat. 992; Treaty Series 92⁵

CONSULAR CONVENTION BETWEEN THE UNITED STATES OF AMERICA, AND HIS MAJESTY, THE EMPEROR OF THE FRENCH

The President of the United States of America, and His Majesty, the Emperor of the French, being equally desirous to strengthen the bonds of friendship between the two nations and to give a new and more ample development to their commercial intercourse, deem it expedient, for the accomplishment of that purpose, to conclude a special convention which shall determine, in a precise and reciprocal manner, the rights, privileges and duties of the Consuls of the two countries.

¹ The U.S. amendments called for deletion of the phrase "the President of" after the word "between" in the title of the convention and addition of the words "so long and to the same extent as the said laws shall remain in force" in the first sentence of art. 7 following the phrase "In all the States of the Union whose existing laws permit it,".

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

² 38 Stat. 1164.

³ EAS 44, *post*, p. 992.

⁴ 18 UST 2939; TIAS 6389.

⁵ For a detailed study of this convention, see 6 Miller 169.

Accordingly they have named:

The President of the United States:

The Honorable Edward Everett, Secretary of State of the United States;

His Majesty, the Emperor of the French:

The Count de Sartiges, Commander of the Imperial order of the Legion of Honor &c. &c., his Envoy Extraordinary and Minister Plenipotentiary at Washington;

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

ARTICLE 1

The Consuls General, Consuls, and Vice Consuls or Consular Agents of the United States and France shall be reciprocally received and recognized, on the presentation of their Commissions, in the form established in their respective countries. The necessary exequatur for the exercise of their functions shall be furnished to them without charge, and on the exhibition of this exequatur they shall be admitted at once and without difficulty by the territorial authorities, federal or state, judicial or executive, of the ports, cities and places of their residence and district, to the enjoyment of the prerogatives reciprocally granted. The Government that furnishes the exequatur reserves the right to withdraw it on a statement of the reasons for which it has thought proper to do so.

ARTICLE 2

The Consuls General, Consuls, Vice Consuls or Consular Agents of the United States and France, shall enjoy in the two countries the privileges usually accorded to their offices, such as personal immunity, except in the case of crime, exemption from military billetings, from service in the militia or the national guard and other duties of the same nature; and from all direct and personal taxation whether federal, state or municipal. If, however, the said Consuls General, Consuls, Vice Consuls or Consular Agents are citizens of the country in which they reside, if they are or become owners of property there or engage in commerce, they shall be subject to the same taxes and imposts, and with the reservation of the treatment granted to commercial agents, to the same jurisdiction, as other citizens of the country who are owners of property or merchants.

They may place on the outer door of their offices or of their dwelling houses, the arms of their nation with an inscription in these words: "Consul of the United States", or "Consul of France"; and they shall be allowed to hoist the flag of their country thereon.

They shall never be compelled to appear as witnesses before the courts. When any declaration for judicial purposes or deposition is to be received

from them in the administration of justice, they shall be invited in writing to appear in court, and if unable to do so, their testimony shall be requested in writing or be taken orally at their dwellings.

Consular pupils shall enjoy the same personal privileges and immunities as Consuls General, Consuls, Vice Consuls or Consular Agents.

In case of death, indisposition or absence of the latter, the Chancellors, Secretaries and Consular pupils attached to their offices, shall be entitled to discharge *ad interim* the duties of their respective posts, and shall enjoy, whilst thus acting, the prerogatives granted to the incumbents.

ARTICLE 3

The Consular offices and dwellings shall be inviolable. The local authorities shall not invade them under any pretext. In no case shall they examine or seize the papers there deposited. In no case shall those offices or dwellings be used as places of asylum.

ARTICLE 4

The Consuls General, Consuls, Vice Consuls or Consular Agents of both countries shall have the right to complain to the authorities of the respective governments, whether federal or local, judicial or executive, throughout the extent of their consular district, of any infraction of the treaties or Conventions existing between the United States and France, or for the purpose of protecting informally the rights and interests of their countrymen, especially in cases of absence. Should there be no Diplomatic Agent of their nation, they shall be authorized in case of need, to have recourse to the general or federal government of the country in which they exercise their functions.

ARTICLE 5

The respective Consuls General and Consuls shall be free to establish in such parts of their districts as they may see fit, Vice Consuls or Consular Agents, who may be taken indiscriminately from among Americans of the United States, Frenchmen or citizens of other countries. These agents, whose nomination, it is understood, shall be submitted to the approval of the respective governments, shall be provided with a certificate given to them by the Consul by whom they are named and under whose orders they are to act.

ARTICLE 6

The Consuls General, Consuls, Vice Consuls or Consular Agents shall have the right of taking at their offices or bureaux, at the domicile of the parties concerned or on board ship, the declarations of Captains, crews, passengers, merchants or citizens of their country, and of executing there all requisite papers.

The respective Consuls General, Consuls, Vice Consuls or Consular Agents shall have the right, also, to receive at their offices or bureaux, conformably to the laws and regulations of their country, all acts of agreement executed between the citizens of their own country and citizens or inhabitants of the country in which they reside, and even all such acts between the latter, provided that these acts relate to property situated, or to business to be transacted, in the territory of the nation to which the Consul or the agent before whom they are executed may belong.

Copies of such papers duly authenticated by the Consuls General, Consuls, Vice Consuls or Consular Agents, and sealed with the official seal of their Consulate or Consular Agency, shall be admitted in Courts of Justice throughout the United States and France, in like manner as the originals.

ARTICLE 7 ⁶

In all the States of the Union whose existing laws permit it, so long and to the same extent as the said laws shall remain in force, Frenchmen shall enjoy the right of possessing personal and real property by the same title and in the same manner as the citizens of the United States. They shall be free to dispose of it as they may please, either gratuitously or for value received, by donation, testament or otherwise, just as those citizens themselves, and in no case shall they be subjected to taxes on transfer, inheritance, or any others different from those paid by the latter, or to taxes which shall not be equally imposed.

As to the States of the Union by whose existing laws aliens are not permitted to hold real estate, the President engages to recommend to them the passage of such laws as may be necessary for the purpose of conferring this right.

In like manner, but with the reservation of the ulterior right of establishing reciprocity in regard to possession and inheritance, the Government of France accords to the citizens of the United States the same rights within its territory in respect to real and personal property and to inheritance, as are enjoyed there by its own citizens.

ARTICLE 8 ⁷

The respective Consuls General, Consuls, Vice Consuls or Consular Agents, shall have exclusive charge of the internal order of the merchant vessels of their nation, and shall alone take cognizance of differences which may arise, either at sea or in port, between the Captain, officers and crew without exception, particularly in reference to the adjustment of wages and the execution of contracts. The local authorities shall not, on any pretext, interfere in these differences, but shall lend forcible aid to the Consuls when they

⁶ See footnote 1.

⁷ Abrogated by the United States July 1, 1916, in accordance with Seamen's Act of Mar. 4, 1915 (38 Stat. 1164).

may ask it, to arrest and imprison all persons composing the crew whom they may deem it necessary to confine. Those persons shall be arrested at the sole request of the Consuls addressed in writing to the local authority and supported by an official extract from the register of the ship or the list of the crew, and shall be held, during the whole time of their stay in the port, at the disposal of the Consuls. Their release shall be granted at the mere request of the Consuls made in writing. The expenses of the arrest and detention of those persons shall be paid by the Consuls.

ARTICLE 9⁸

The respective Consuls General, Consuls, Vice Consuls or Consular Agents may arrest the officers, sailors and all other persons making part of the crews of ships of war or merchant vessels of their nation, who may be guilty or be accused of having deserted said ships and vessels, for the purpose of sending them on board, or back to their country. To that end, the Consuls of France in the United States shall apply to the magistrates designated in the act of Congress of May 4, 1826,⁹ that is to say, indiscriminately to any of the federal, State or municipal authorities; and the Consuls of the United States in France shall apply to any of the competent authorities, and make a request in writing for the deserters, supporting it by an exhibition of the registers of the vessel and list of the crew, or by other official documents, to show that the men whom they claim belonged to said crew. Upon such request alone, thus supported, and without the exaction of any oath from the Consuls, the deserters, not being citizens of the country where the demand is made, either at the time of their shipping or of their arrival in the port, shall be given up to them. All aid and protection shall be furnished them for the pursuit, seizure, and arrest of the deserters, who shall even be put and kept in the prisons of the country at the request and at the expense of the Consuls until these agents may find an opportunity of sending them away. If, however, such opportunity should not present itself within the space of three months, counting from the day of the arrest, the deserters shall be set at liberty and shall not again be arrested for the same cause.

ARTICLE 10

The respective Consuls General, Consuls, Vice Consuls or Consular Agents shall receive the declarations, protests and reports of all captains of vessels of their nation in reference to injuries experienced at sea; they shall examine and take note of the stowage; and when there are no stipulations to the contrary between the owners, freighters or insurers, they shall be charged with the repairs. If any inhabitants of the country in which the Consuls reside, or citizens of a third nation are interested in the matter and the parties cannot agree, the competent local authority shall decide.

⁸ See footnote 7.

⁹ 4 Stat. 160.

ARTICLE 11

All proceedings relative to the salvage of American vessels wrecked upon the coasts of France, and of French vessels wrecked upon the coasts of the United States, shall be respectively directed by the Consuls General, Consuls and Vice Consuls of the United States in France, and by the Consuls General, Consuls and Vice Consuls of France in the United States, and until their arrival by the respective Consular Agents wherever an Agency exists. In the places and ports where an agency does not exist, the local authorities, until the arrival of the Consul in whose district the wreck may have occurred, and who shall be immediately informed of the occurrence, shall take all necessary measures for the protection of persons and the preservation of property.

The local authorities shall not otherwise interfere than for the maintenance of order, the protection of the interests of the salvors, if they 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 merchandize saved.

It is understood that such merchandize shall not be subjected to any custom house duty if it is to be re-exported, and if it be entered for consumption, a diminution of such duty shall be allowed in conformity with the regulations of the respective countries.

ARTICLE 12

The respective Consuls General, Consuls, Vice Consuls or Consular Agents, as well as their Consular pupils, Chancellors and Secretaries, shall enjoy in the two countries all the other privileges, exemptions and immunities which may at any future time be granted to the agents of the same rank of the most favored nation.

ARTICLE 13

The present Convention shall remain in force for the space of ten years from the day of the exchange of the ratifications, which shall be made in conformity with the respective constitutions of the two countries, and exchanged at Washington within the period of six months, or sooner, if possible. In case neither party gives notice, twelve months before the expiration of the said period of ten years, of its intention not to renew this Convention, it shall remain in force a year longer, and so on from year to year, until the expiration of a year from the day on which one of the parties shall give such notice.

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

Done at the City of Washington, the twenty-third day of February, Anno Domini one thousand eight hundred and fifty-three.

EDWARD EVERETT	[SEAL]
SARTIGES	[SEAL]

EXTRADITION

Additional article signed at Washington February 10, 1858, supplementing treaty of November 9, 1843, and additional article of February 24, 1845

*Senate advice and consent to ratification, with an amendment, June 15, 1858*¹

*Ratified by the President of the United States, with an amendment, June 28, 1858*¹

Ratified by France January 15, 1859

Ratifications exchanged at Washington February 12, 1859

Entered into force February 12, 1859

Proclaimed by the President of the United States February 14, 1859

Terminated July 27, 1911, by treaty of January 6, 1909,² except as to crimes enumerated in the treaty of November 9, 1843, as supplemented, and committed prior to July 27, 1911

11 Stat. 741; Treaty Series 93³

ADDITIONAL ARTICLE TO THE EXTRADITION CONVENTION BETWEEN THE UNITED STATES AND FRANCE, OF THE 9TH OF NOVEMBER, 1843, AND TO THE ADDITIONAL ARTICLE OF THE 24TH OF FEBRUARY, 1845

It is agreed between the High Contracting Parties, that the provisions of the treaties for the mutual extradition of criminals between the United States of America and France, of November 9th, 1843,⁴ and February 24th, 1845,⁵ and now in force between the two Governments, shall extend not only to persons charged with the crimes therein mentioned, but also to persons

¹ The U.S. amendment called for striking out after "or other paper current as money," the following: "embezzlement of the funds, money, or property of any company or corporation by a person in the employment thereof, or acting therefor in a fiduciary capacity, when such company or corporation shall have been legally established, and the legal punishment for those crimes is infamous," and substituting: "with intent to defraud any person or persons—Embezzlement by any person or persons hired or salaried to the detriment of their employers, when these crimes are subject to infamous punishment."

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

² TS 561, *post*, p. 872.

³ For a detailed study of this additional article, see 7 Miller 713.

⁴ TS 89, *ante*, p. 830.

⁵ TS 91, *ante*, p. 833.

charged with the following crimes, whether as principals, accessories, or accomplices, namely, forging or knowingly passing or putting in circulation counterfeit coin or bank notes or other paper current as money,⁶ with intent to defraud any person or persons—Embezzlement by any person or persons hired or salaried to the detriment of their employers, when these crimes are subject to infamous punishment.

In witness whereof, the respective Plenipotentiaries have signed the present article in triplicate, and have affixed thereto the seal of their arms.

Done at Washington, the tenth of February, 1858.

LEW CASS	[SEAL]
SARTIGES	[SEAL]

⁶ See footnote 1.

EXPORTATION OF CERTAIN TOBACCO

*Informal convention signed at Washington November 23, 1863, with
Executive orders of November 10, 1863, and March 7, 1864
Entered into force November 23, 1863
Expired April 23, 1864*

Treaty Series 10

INFORMAL CONVENTION BETWEEN THE SECRETARY OF STATE OF THE UNITED STATES AND THE ENVOY EXTRAORDINARY AND MINISTER PLENIPOTENTIARY OF HIS MAJESTY THE EMPEROR OF THE FRENCH, ON THE SUBJECT OF THE EXPORTATION OF CERTAIN TOBACCO

Whereas, by an Executive order bearing date the 10th instant, a copy of which is hereunto annexed, the President of the United States, has authorized the exportation of certain tobacco, it is hereby agreed that the exportation of such tobacco from within limits under blockade, shall be governed by Regulations consisting of the following Articles.

ARTICLE I

The vessels adapted to the employment shall be neutrals exclusively. They shall be French as much as possible; although foreign vessels of other nations may be employed by the French officers to assist in the operation.

ARTICLE II

The French Minister engages that the only tobacco to be removed is tobacco purchased and paid for prior to the 4th of March, 1861, and is in quantity about six or seven thousand hogsheads.

ARTICLE III

For the purpose of preventing any fraud, the charter party shall include express mention that the vessels freighted shall be under the immediate orders of the commander of the "Tisiphone" in every thing that will bear upon the relations and communications to be maintained with the shore, as well as for the labors made necessary for loading. Mr. de Marivault will, for this purpose be authorized to detach on board, if he shall judge it to be necessary, a guard of armed men who shall be victualled under the care of the merchant captains, to whom the amount of the rations shall, ulteriorly, be reimbursed in kind.

ARTICLE IV

The pilots taken by the merchant vessels ascending to City Point, shall, on their arrival, be placed at the disposal of the commander of the "Tisiphone", who will take measures needful to send them back in the same capacity on vessels going down, or as passengers on board of flag of truce vessels. In that case, it will be proper to settle in advance with these pilots a compensation which shall be allowed them daily during their sojourn on board. It should be arranged that said passage shall be effected on the transmission of a pass issued by the French Commander.

ARTICLE V

It shall be formally stipulated in the charter party that the vessels ascending or descending James River shall not communicate with any soever, save the Federal cruisers, to whom they will have to show their clearances, and on their departure, shall return directly to France, to such port as shall have been assigned to them.

ARTICLE VI

The vessels selected by the Consul of France for account of the Imperial government, shall carry, whatever be their nationality, from their arrival in the Chesapeake, until their departure the French flag at the foremast head.

ARTICLE VII

The steamer which shall tow the tobacco barges, will carry the same flag in going to and fro.

ARTICLE VIII

To accelerate the loading a gang of forty laborers shall be recruited at Norfolk and placed at the disposal of the commander of the "Tisiphone", who will distribute them among the vessels that are loading, according to the wants of the hour. In case their number should be insufficient, and where it would be of advantage to join to them some of the crew of the "Tisiphone" the parties loading shall be held to pay them daily wages on the same footing as to the other laborers.

ARTICLE IX

The said laborers, considered as forming part of the effective crew of the "Tisiphone" shall in no case communicate with the shore.

ARTICLE X

The people of the United States and those of some of the Southern States having interrupted their relations and the progress of operations requiring that communications be opened between the Commander of the "Tisiphone" and New York, there shall be conceded, from City Point to Fortress Monroe

and thence to New York, passages by the flags of truce to the Officers of the Imperial Navy, provided with orders from Mr. de Marivault.

ARTICLE XI

It is well understood that any intercourse between the crews of the vessels, and the inhabitants of Virginia is vigorously interdicted.

ARTICLE XII

The chartered vessels will take, on leaving New York independently of their ballast and provisions, a quantity of staves or other wood for dunnage necessary for solid stowage of their cargo.

ARTICLE XIII

In case some vessels should not be able, from their draught of water, to get up to City Point to load, they will complete it by dropping down to Harrison's Bar, where they shall be placed under the control of a French officer.

ARTICLE XIV

The administration of the customhouse at New York shall receive from Washington instructions that the clearance of the vessels employed be not on its part the subject of any difficulty.

ARTICLE XV

The vessels chartered by the French Government shall be towed or as the case may be convoyed by a French vessel of war from the mouth of James River to City Point and in like manner in descending.

In case where one or several of these vessels shall not find a tow at the mouth of the river, and that a steamer is about going up, if it cannot tow or convoy them itself, it will advise the French Commander of their arrival so that he may go to seek them.

Two French gunboats will be detailed to attend to this service

1. The Corvette "Tisiphone"
Commander de Marivault
2. Gunboat "Grenade"
C. A. Reynaud.

ARTICLE XVI

The time within which the tobacco may be removed in pursuance of the privilege granted by the order is five months from this date.

Done at Washington this twenty-third day of November, 1863.

WILLIAM H. SEWARD
HENRI MERCIER

EXECUTIVE ORDERS

EXECUTIVE MANSION

WASHINGTON, *10th November, 1863*

In consideration of peculiar circumstances, and pursuant to the comity deemed to be due to friendly powers, any tobacco in the United States, belonging to the Government either of France, Austria, or any other State with which this country is at peace, and which tobacco was purchased and paid for by such Government, prior to the fourth day of March, 1861, may be exported from any port of the United States, under the supervision, and upon the responsibility of naval officers of such Governments, and in conformity to such regulations as may be prescribed by the Secretary of State of the United States, and not otherwise.

ABRAHAM LINCOLN

EXECUTIVE MANSION

WASHINGTON, *7th March, 1864*

Whereas by an Executive order of the 10th of November, last permission was given to export certain tobacco belonging to the French Government, from insurgent territory, which tobacco was supposed to have been purchased and paid for prior to the 4th of March 1861; but, whereas, it was subsequently ascertained that a part at least, of the said tobacco had been purchased subsequently to that date, which fact made it necessary to suspend the carrying into effect of the said order; but whereas, pursuant to mutual explanations a satisfactory understanding upon the subject has now been reached, it is directed that the order aforesaid may be carried into effect; it being understood that the quantity of French tobacco so to be exported shall not exceed seven thousand hogsheads, and that it is the same tobacco respecting the exportation of which application was originally made by the French Government.

ABRAHAM LINCOLN

TRADEMARKS

Convention signed at Washington April 16, 1869

Senate advice and consent to ratification April 19, 1869

Ratified by the President of the United States April 30, 1869

Ratified by France May 26, 1869

Ratifications exchanged at Washington July 3, 1869

Proclaimed by the President of the United States July 6, 1869

Entered into force October 1, 1869

*Terminated December 21, 1960, by convention of November 25, 1959*¹

16 Stat. 771; Treaty Series 94

The United States of America and His Majesty the Emperor of the French, desiring to secure in their respective territories a guarantee of property in trade marks, have resolved to conclude a special Convention for this purpose, and have named as their Plenipotentiaries, the President of the United States, Hamilton Fish, Secretary of State, and His Majesty the Emperor of the French, J. Berthemy, Commander of the Imperial Order of the Legion of Honor, &c. &c. &c., accredited as his Envoy Extraordinary and Minister Plenipotentiary to the United States; and the said Plenipotentiaries, after an examination of their respective full powers, which were found to be in good and due form, have agreed to and signed the following articles:

ARTICLE I

Every reproduction in one of the two countries of trade marks affixed in the other to certain merchandise, to prove its origin, and quality, is forbidden, and shall give ground for an action for damages in favor of the injured party, to be prosecuted in the courts of the country in which the counterfeit shall be proven, just as if the plaintiff were a subject or citizen of that country.

The exclusive right to use a trade mark for the benefit of citizens of the United States in France, or of French subjects in the territory of the United States, cannot exist for a longer period than that fixed by the law of the country for its own citizens.

If the trade mark has become public property in the country of its origin, it shall be equally free to all in the other country.

¹ 11 UST 2398; TIAS 4625.

ARTICLE II

If owners of trade marks residing in either of the two countries, wish to secure their rights in the other country, they must deposit duplicate copies of those marks in the Patent Office at Washington, and in the Clerk's Office of the Tribunal of Commerce of the Seine, at Paris.

ARTICLE III

The present arrangement shall take effect ninety days after the exchange of ratifications by the two Governments, and shall continue in force for ten years from this date.

In case neither of the two High Contracting Parties gives notice of its intention to discontinue this Convention, twelve months before its expiration, it shall remain in force one year from the time that either of the High Contracting Parties announces its discontinuance.

ARTICLE IV

The ratifications of this present arrangement shall be exchanged at Washington, within ten months, or sooner, if possible.

In faith whereof the respective Plenipotentiaries have signed the present Convention in duplicate, and affixed thereto the seal of their arms.

Done at Washington, the sixteenth day of April, in the year of Our Lord one thousand eight hundred and sixty-nine.

HAMILTON FISH	[SEAL]
BERTHEMY	[SEAL]

CLAIMS

Convention signed at Washington January 15, 1880

Senate advice and consent to ratification March 29, 1880

Ratified by the President of the United States April 3, 1880

Ratified by France June 9, 1880

Ratifications exchanged at Washington June 23, 1880

Entered into force June 23, 1880

Proclaimed by the President of the United States June 25, 1880

Extended by conventions of July 19, 1882,¹ and February 8, 1883²

Terminated upon fulfillment of its terms³

21 Stat. 673; Treaty Series 95

CONVENTION BETWEEN THE UNITED STATES OF AMERICA AND THE FRENCH REPUBLIC, FOR THE SETTLEMENT OF CERTAIN CLAIMS OF THE CITIZENS OF EITHER COUNTRY AGAINST THE OTHER

The United States of America and the French Republic, 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 as hereinafter defined, during a state of war or insurrection, under the circumstances hereinafter specified, 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, William Maxwell Evarts, Secretary of State of the United States, and the President of the French Republic, Georges Maxime Outrey, Envoy Extraordinary and Minister Plenipotentiary of France at Washington, Commander of the National Order of the Legion of Honor, &c., &c., &c.;

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

¹ TS 96, *post*, p. 853.

² TS 97, *post*, p. 855.

³ Award rendered by Commissioners Mar. 31, 1884.

ARTICLE I

All claims on the part of corporations, companies, or private individuals, citizens of the United States, upon the Government of France, arising out of acts committed against the persons or property of citizens of the United States not in the service of the enemies of France, or voluntarily giving aid and comfort to the same, by the French civil or military authorities, upon the high seas or within the territory of France, its colonies and dependencies, during the late war between France and Mexico, or during the war of 1870-'71 between France and Germany and the subsequent civil disturbances known as the "Insurrection of the Commune"; and on the other hand, all claims on the part of corporations, companies or private individuals, citizens of France, upon the Government of the United States, arising out of acts committed against the persons or property of citizens of France 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, upon the high seas or within the territorial jurisdiction of the United States, during the period comprised between the thirteenth day of April, eighteen hundred and sixty-one, and the twentieth day of August, eighteen hundred and sixty-six, shall be referred to three Commissioners, one of whom shall be named by the President of the United States, and one by the French Government, and the third by His Majesty the Emperor of Brazil.

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, except such as have been already diplomatically, judicially or otherwise by competent authorities, heretofore disposed of by either government; but no claim or item of damage or injury based upon the emancipation or loss of slaves shall be entertained by the said Commission.

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 Government of France, or His Majesty the Emperor of Brazil, as the case may be, shall forthwith proceed to fill the vacancy so occasioned by naming another Commissioner within three months from the date of 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 the 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 France 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 decisions 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 or of France, as the case may be; 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 six 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, in any case 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 three months longer.

The Commissioners shall be bound to examine and decide upon every claim within two years⁴ from the day of their first meeting for business as aforesaid; which period shall not be extended except only in case 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 two years 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 twelve 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 France may each appoint and employ a Secretary versed in the language 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,

⁴ Extended by conventions of July 19, 1883 (TS 96), *post*, p. 853, and Feb. 8, 1883 (TS 97), *post*, p. 855.

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 sums so awarded. If the whole expenses shall exceed this rate, then the excess of expenses 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 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 considered and treated 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 French Republic, and the ratifications shall be exchanged at Washington, at as early a day as may be possible within nine months from the date hereof.

In testimony whereof the respective Plenipotentiaries have signed the present Convention, in the English and French languages, in duplicate, and hereunto affixed their respective seals.

Done at the city of Washington, the fifteenth day of January, in the year of our Lord one thousand eight hundred and eighty.

WILLIAM MAXWELL EVARTS	[SEAL]
MAX OUTREY	[SEAL]

CLAIMS

Convention signed at Washington July 19, 1882, extending convention of January 15, 1880

Senate advice and consent to ratification August 8, 1882

Ratified by France December 2, 1882

Ratified by the President of the United States December 28, 1882

Ratifications exchanged at Washington December 29, 1882

Entered into force December 29, 1882

Proclaimed by the President of the United States December 29, 1882

Expired July 1, 1883

22 Stat. 983; Treaty Series 96

The United States of America and the French Republic, being persuaded that the labors of the Commission for the settlement of the claims of citizens of either country against the government of the other, which was organized under the convention between the two governments signed at Washington the 15th day of January, 1880,¹ cannot be concluded within the term fixed by that convention, have deemed it expedient to conclude a supplementary convention extending the term of duration of said Commission for a further period, and have named as their respective plenipotentiaries to that end, as follows:

The President of the United States, Frederick T. Frelinghuysen, Secretary of State of the United States; and

The President of the French Republic, Théodore-Justin-Dominique Roustan, Envoy Extraordinary and Minister Plenipotentiary of France at Washington, Commander of the National Order of the Legion of Honor, etc., etc.;

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

SOLE ARTICLE

The term of two years fixed by the second paragraph of Article VIII of the Convention between the United States and the French Republic, con-

¹ TS 95, *ante*, p. 848.

cluded January 15, 1880, within which the Commissioners appointed thereunder shall be bound to examine and decide upon every claim presented to them, is hereby extended to July first 1883.²

Nothing in this agreement contained shall extend or alter the terms fixed in the first paragraph of said Article VIII for the presentation of claims, but the same shall remain as therein fixed.

If the proceedings of the Commission shall be interrupted by the death, incapacity, retirement, or cessation of the functions of any one of the Commissioners, then the period for which the term of the Commission is hereby extended shall not be held to include the time during which such interruption may actually exist.

The present Convention shall be ratified and the ratifications exchanged at Washington at as early a day as may be practicable.

In testimony whereof the respective plenipotentiaries have signed the present convention, in the English and French languages, in duplicate, and have hereunto affixed their respective seals.

Done at the city of Washington the 19th day of July, in the year of our Lord one thousand eight hundred and eighty-two.

FRED'K T. FRELINGHUYSEN	[SEAL]
TH. ROUSTAN	[SEAL]

² Extended by convention of Feb. 8, 1883 (TS 97), *post*, p. 855.

CLAIMS

Convention signed at Washington February 8, 1883, extending convention of January 15, 1880, as extended

*Senate advice and consent to ratification, with amendments, February 21, 1883*¹

*Ratified by the President of the United States, with amendments, April 3, 1883*¹

*Ratified by France June 1883*²

Ratifications exchanged at Washington June 25, 1883

Entered into force June 25, 1883

Proclaimed by the President of the United States June 25, 1883

Expired April 1, 1884

23 Stat. 728; Treaty Series 97

The Government of the United States of America and the Government of the French Republic, being persuaded that the labors of the Commission for the settlement of the claims of citizens of either country against the Government of the other, which was organized under the convention between the two Governments signed at Washington the fifteenth day of January, 1880,³ and which was extended to July first, 1883, by the supplementary convention of July 19th, 1882,⁴ cannot be concluded by July 1st, 1883, have deemed it expedient to conclude another supplementary convention extending the term of duration of said Commission for a further period, and have named as their respective plenipotentiaries to that end, as follows:

The President of the United States, Frederick T. Frelinghuysen, Secretary of State of the United States, and the President of the French Republic, Théodore Justin Dominique Roustan, Envoy Extraordinary and Minister Plenipotentiary of France at Washington, Commander of the National Order of the Legion of Honor, etc., etc.

¹ The U.S. amendments inserted in the third paragraph of art. I after the word "death" the word "or", and deleted after the word "incapacity" the words "retirement or cessation of the functions of".

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

² Day not known.

³ TS 95, *ante*, p. 848.

⁴ TS 96, *ante*, p. 853.

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 term of two years fixed by the second paragraph of Article VIII of the convention between the United States and the French Republic, concluded January fifteenth, 1880, within which the Commissioners appointed thereunder shall be bound to examine and decide upon every claim presented to them which was extended to July 1st, 1883, by the supplementary convention of July 19th, 1882, is hereby extended to the first day of April, A.D. 1884.

Nothing in this agreement contained shall extend or alter the terms fixed in the first paragraph of said Article VIII for the presentation of claims, but the same shall remain as therein fixed.

If the proceedings of the Commission shall be interrupted by the death, or incapacity of any one of the Commissioners, then the period for which the term of the Commission is hereby extended shall not be held to include the time during which such interruption may actually exist.⁵

ARTICLE II

No testimony or evidence either in support of or in answer to any claim shall be presented to, or received by the Commission after the first day of July, 1883.

The present convention shall be ratified and the ratifications exchanged at Washington at as early a day as may be practicable.

In testimony whereof the respective Plenipotentiaries have signed the present convention in the English and French languages, in duplicate, and have hereunto affixed their respective seals.

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

FRED'K T. FRELINGHUYSEN	[SEAL]
TH. ROUSTAN	[SEAL]

⁵ See footnote 1.

COMMERCE

Protocol signed at Washington May 28, 1898

Proclaimed by the President of the United States May 30, 1898

Entered into force June 1, 1898

Amended and supplemented by agreement of August 20, 1902;¹ supplemented by agreement of January 28, 1908²

Terminated October 31, 1909³

Treaty Series 98

PROTOCOL

of the Reciprocal Agreement between the Governments of the United States of America and of the French Republic concluded at Washington this twenty-eighth day of May 1898 by their respective Representatives duly empowered for that purpose; namely, on the part of the United States the Honorable John A. Kasson, Special Commissioner Plenipotentiary etc. and on the part of the French Republic His Excellency, M. Jules Cambon, Ambassador of France etc. etc. etc.

The Government of the United States and the Government of France being animated by the same spirit of conciliation and being equally desirous to improve their commercial relations, have concluded the following Agreement.

I

It is agreed on the part of France that during the continuance in force of this Agreement the following articles of commerce, the product of the soil or industry of the United States, shall be admitted into France at the minimum rates of duty, to wit, not exceeding the following rates:

¹ TS 410, *post*, p. 860.

² TS 469, *post*, p. 867.

³ Pursuant to notice of termination given by the United States Aug. 7, 1909, in accordance with Tariff Act of Aug. 5, 1909 (36 Stat. 11).

French Tariff No.	Per 100 kilogs. Francs.
19. Canned meats	15
84. Table fruits, fresh:	
Lemons, oranges, cedrats and their varieties not mentioned	5
Mandarin oranges	10
Common table grapes	8
Apples and pears:	
For the table	2
For cider and perry	1. 50
Other fruits except hothouse grapes and fruits	3
85. Fruits dried or pressed (excluding raisins):	
Apples and pears:	
For the table	10
For cider and perry	4
Prunes	10
Other fruits	5
128. Common woods, logs	0. 65
Sawed or squared timber 80 mm. or more in thickness	1
Squared or sawed lumber exceeding 35 mm. and less than 80 mm. in thickness	1. 25
Wood sawed 35 mm. or less in thickness	1. 75
129. Paving blocks	1. 75
130. Staves	0. 75
160. Hops	30
174 ter. Apples and pears crushed, or cut and dried	1. 50
Manufactured and prepared pork meats	50
Lard and its compounds	25

II

It is reciprocally agreed on the part of the United States in accordance with the provisions of Section 3 of the United States Tariff Act of 1897 ⁴ that during the continuance in force of this Agreement the following articles of commerce, the product of the soil or industry of France, shall be admitted into the United States at rates of duty not exceeding the following, to wit:

On argols, or crude tartar, or wine lees, crude, five per centum ad valorem.

On brandies, or other spirits manufactured or distilled from grain or other materials, one dollar and seventy-five cents per proof gallon.

On paintings in oil or water colors, pastels, pen and ink drawings, and statuary, fifteen per centum ad valorem.

It is further agreed on the part of the United States that the rates of duty heretofore imposed and collected on still wines, the product of France, under the provisions of the United States Tariff Act of 1897 shall be conditionally suspended, and in place thereof shall be imposed and collected as follows, namely:

On still wines and vermouth, in casks, thirty-five cents per gallon; in bottles or jugs, per case of one dozen bottles or jugs containing each not more than one quart and more than one pint, or twenty-four bottles or jugs containing each not more than one pint, one dollar and twenty-five cents per case, and

⁴ 30 Stat. 203.

any excess beyond these quantities found in such bottles or jugs shall be subject to a duty of four cents per pint or fractional part thereof, but no separate or additional duty shall be assessed upon the bottles or jugs.

But it is expressly understood that this latter concession may be withdrawn in the discretion of the President of the United States whenever additional duties beyond those now existing, and which may be deemed by him unjust to the commerce of the United States, shall be imposed by France on products of the United States.

III

This Agreement shall take effect and be in force on and after the first day of June 1898.

Signed in duplicate this twenty-eighth day of May A.D. 1898, in the City of Washington.

JOHN A. KASSON
JULES CAMBON

COMMERCE

Agreement signed at Washington August 20, 1902, amending and supplementing protocol of May 28, 1898

Proclaimed by the President of the United States August 22, 1902

Entered into force August 22, 1902

*Supplemented by agreement of January 28, 1908*¹

*Terminated October 31, 1909*²

Treaty Series 410

The United States of America and the French Republic, finding it expedient to amend the Commercial Agreement between the two countries, signed at Washington on the 28th day of May, 1898,³ have named for this purpose their respective Plenipotentiaries, to wit:

The President of the United States of America, the Honorable Alvey A. Adee, Acting Secretary of State of the United States of America; and

The President of the French Republic, Mr. Pierre de Margerie, Chargé d'Affaires of France at Washington;

Who, after having communicated each to the other their respective full powers, found to be in good and due form, have agreed to the following additional and amendatory articles to be taken as part of said Agreement:

ARTICLE I

The High Contracting Parties mutually agree that the provisions of the said Agreement shall apply also to Algeria and the Island of Porto Rico. It is further agreed on the part of the French Republic that coffee, the product of Porto Rico, shall enjoy until the 23rd day of February, 1903, the benefit of the minimum customs tariff of France on that article.

ARTICLE II

This Amendatory and Additional Agreement shall take effect from and after the date of the President's Proclamation which shall give effect thereto,

¹ TS 469, *post*, p. 867.

² Upon termination of protocol of May 28, 1898.

³ TS 98, *ante*, p. 857.

and shall be and continue in force during the continuance in force of the said Commercial Agreement, signed May 28th, 1898.

Done in duplicate in English and French texts at Washington this twentieth day of August, one thousand nine hundred and two.

ALVEY A. ADEE [SEAL]

PIERRE DE MARGERIE [SEAL]

RELATIONS IN TUNIS

*Treaty signed for the United States and France at Washington
March 15, 1904*

Senate advice and consent to ratification March 24, 1904

Ratified by France April 3, 1904

Ratified by the President of the United States May 6, 1904

Ratifications exchanged at Washington May 7, 1904

Entered into force May 7, 1904

*Proclaimed by the President of the United States May 9, 1904*¹

33 Stat. 2263; Treaty Series 434

The President of the United States of America and the President of the French Republic, acting in his own name as well as in that of His Highness the Bey of Tunis, desiring to determine the relations between the United States and France in Tunis, and desiring to define the treaty situation of the United States in the Regency, have named for that purpose the following plenipotentiaries:

The President of the United States of America, John Hay, Secretary of State of the United States; and

The President of the French Republic, J. J. Jusserand, Ambassador Extraordinary and Plenipotentiary of France at Washington;

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

ARTICLE I

The Government of the United States declares that it renounces the right of invoking in Tunis the stipulations of the treaties made between the United States and the Bey of Tunis in August 1797,² and in February 1824,³ and

¹A general convention between France and Tunisia signed June 3, 1955, provided, *inter alia*, (1) for the recognition of the primacy of international conventions and treaties over internal law (art. 3) and (2) that Tunisia would take, within the framework of its internal autonomy, measures necessary for rendering applicable treaties concerning Tunisia and for assuring their execution (art. 8). In a protocol between France and Tunisia signed Mar. 20, 1956, France recognized the independence of Tunisia.

²TS 360, *post*, TUNIS.

³TS 361, *post*, TUNIS.

that it will refrain from claiming for its Consuls and citizens in Tunis other rights and privileges than those which belong to them in virtue of international law or which belong to them in France by reason of treaties in existence between the United States and France.

The Government of the French Republic agrees on its side to assure these rights and privileges in Tunis to the Consuls and citizens of the United States and to extend to them the advantage of all treaties and conventions existing between the United States and France.

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 foregoing Articles and have affixed their seals.

Done in duplicate at Washington, in the English and French languages, the 15th day of March, in the year 1904.

JOHN HAY [SEAL]

JUSSERAND [SEAL]

PROTECTION OF TRADEMARKS IN CHINA

Exchange of notes at Peking October 3, 1905; related note of January 22, 1906

Entered into force October 3, 1905

*Became obsolete May 20, 1943*¹

Treaty Series 478

The American Minister to the French Minister

AMERICAN LEGATION
PEKING, CHINA, *October 3, 1905*

MR. MINISTER AND DEAR COLLEAGUE:

The Government of the United States being desirous of reaching an understanding with the Government of the French Republic for the reciprocal protection against infringement in China by citizens of our respective nations of trade marks duly registered in the United States and France, I am authorized, by the Secretary of State of the United States, to inform you that effectual provision exists in American Consular Courts in China for the trial and punishment² of all persons subject to the jurisdiction of the United States who may be charged with and found guilty of infringing in any way trade marks of persons subject to the jurisdiction of France which have been duly registered in the United States.

I beg that you will kindly inform me whether American citizens are entitled to the same legal remedies in the Consular Courts of France in China as regards the protection from infringement of their trade marks duly registered in France.

I have the honor to be, My dear Colleague, Your obedient servant,

W. W. ROCKHILL

His Excellency Monsieur DUBAIL,
etc., etc., etc.

¹ Date on which the United States relinquished extraterritorial rights in China, pursuant to treaty of Jan. 11, 1943 (TS 984, *ante*, vol. 6, p. 739, CHINA).

² See related note, p. 865.

The French Minister to the American Minister

[TRANSLATION]

LEGATION OF THE
FRENCH REPUBLIC IN CHINA
Peking, October 3, 1905

MR. MINISTER AND DEAR COLLEAGUE:

By your despatch of this day Your Excellency has been pleased to inform me that the Government of the United States of America being desirous of reaching an understanding with the Government of the Republic for the reciprocal protection of trade marks, you have been authorized to state to me that the American Consular Courts in China are competent in all matters relating to the counterfeiting of trade marks by persons under the jurisdiction of the United States.

Any complaint made by a person under French jurisdiction to an American Consular Court for the purpose of securing against persons under American jurisdiction protection for a trade mark duly registered in the United States of America will be heard by said courts in first instance and on appeal by the competent courts.

I have the honor to confirm to Your Excellency this declaration which responds to the request I had made you.

So as to perfect the understanding thus arrived at by both countries I am authorized to state on my side to Your Excellency that the Government of the Republic will willingly insure in China protection for duly registered American trade marks which may be counterfeited by persons under French jurisdiction.

To that end French Consular Courts in China, for complaints in first instance, and the Court of Saigon, for appeals, will be competent to hear all such cases presented by persons under American jurisdiction.

Please accept, Mr. Minister and dear Colleague, the assurance of my highest consideration.

G. DUBAIL

*The American Minister to the French Minister**PEKING, January 22, 1906*

MR. MINISTER AND DEAR COLLEAGUE:

In connection with the notes which I had the honor to exchange with Your Excellency on October 3, 1905, looking to the reciprocal protection from infringement by our respective nationals in China of trade marks belonging to them I duly transmitted copies of the same to my Government.

In reply the Secretary of State has called to my attention, as possibly misleading, the use made in my note to you of the word "punishment" by our

Consular Courts in China of American citizens who may have infringed in China trade marks the property of persons under the jurisdiction of France.

In view of the fact that there is no statute in the United States making the infringement, counterfeiting, etc. of a trade mark a criminal offense, and that effectual provision exists by a civil action for damages by the owner of a trade mark, my Government is of the opinion that the word "punishment" should be understood to refer to a civil action only, and not to a criminal procedure, as might be inferred from the use of the word in question without the present explanation added thereto.

I beg leave to call Your Excellency's attention to the above provision of our law, so that nothing in my note of October 3, last, may be construed as conflicting therewith.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

W. W. ROCKHILL

To His Excellency M. DUBAIL,
etc., etc., etc.

COMMERCE

Agreement signed at Washington January 28, 1908, supplementing agreements of May 28, 1898, and August 20, 1902

Proclaimed by the President of the United States January 28, 1908

Entered into force February 1, 1908

*Terminated October 31, 1909*¹

Treaty Series 469

The Government of the United States of America and the Government of the French Republic, considering it appropriate to supplement by a new additional Agreement the Commercial Agreements signed between the two countries, at Washington, on May 28, 1898,² and August 20, 1902,³ respectively, have appointed as their Plenipotentiaries, to wit:

The President of the United States of America, the Honorable Elihu Root, Secretary of State of the United States; and

The President of the French Republic, His Excellency J. J. Jusserand, Ambassador of the French Republic to the United States of America,

Who, after an exchange of their respective full powers, found to be in due and proper form, have agreed upon the following articles:

ARTICLE I

It is agreed, on the part of the French Government, that the application of the duties of the general tariff to coffee, cacao, chocolate, vanilla and other food products known in the French tariff law as "*denrées coloniales de consommation*," except sugar and its by-products and tobacco, products of the United States, including Porto Rico, shall be conditionally suspended and that the said products shall be admitted into France and Algeria at the rates of the minimum tariff or at the lowest rates applied to the like products of any other foreign origin.

In addition, mineral oils from the United States and coming under the decree of July 7, 1893, shall upon entry into France and Algeria enjoy the benefits of the lowest rates of duty.

¹ Upon termination of protocol of May 28, 1898, and agreement of Aug. 20, 1902.

² TS 98, *ante*, p. 857.

³ TS 410, *ante*, p. 860.

But it is expressly understood that these concessions may be withdrawn in the discretion of the President of the French Republic whenever additional duties beyond those now existing and which may be deemed by him unjust to the commerce of France shall be imposed by the United States on products of France.

ARTICLE II

It is reciprocally agreed on the part of the United States, in accordance with the provisions of Section 3 of the United States Tariff Act of 1897,⁴ that the rates of duty heretofore imposed and collected, under the said Act, on Champagne and all other French sparkling wines upon entering the United States and the Island of Porto Rico shall be conditionally suspended and, instead, the following duties shall be imposed and collected, to wit:

On Champagne and all other sparkling wines, in bottles containing not more than one quart and more than one pint, six dollars per dozen; containing not more than one pint each and more than one-half pint, three dollars per dozen; containing one-half pint each or less, one dollar and fifty cents per dozen; in bottles or other vessels containing more than one quart each, in addition to six dollars per dozen bottles on the quantities in excess of one quart, at the rate of one dollar and ninety cents per gallon.

But it is expressly understood that this concession may be withdrawn in the discretion of the President of the United States whenever additional duties beyond those now existing and which may be deemed by him unjust to the commerce of the United States shall be imposed by France on products of the United States.

ARTICLE III

It is further agreed that, inasmuch as complaints have arisen in both countries regarding the effect of the regulations in force in the respective countries affecting the admission of each other's products, and to the end that if there be in the regulations of either country any provisions which unnecessarily restrict trade, such provisions may be modified, and the cause of complaint removed, a commission of three experts shall be appointed by the Government of the United States and a like commission of three experts shall be appointed by the Government of France. Such Commissions shall in conference each with the other inquire into and ascertain fully the existing conditions in each country as bearing upon the necessity of the regulations affecting the trade of the other country and as bearing upon the practicability of reciprocal tariff concessions. Each commission shall report to its own Government thereon.

It is further agreed that upon the basis of the report so made the two Governments shall enter upon an exchange of views to the end that if possible

⁴ 30 Stat. 203.

all cause of complaint in their respective regulations regarding the admission of any of the products of either country to the other may be removed.

ARTICLE IV

This additional Agreement shall take effect and be in force on and after the first day of February, one thousand nine hundred and eight, and shall continue in force so long as the Agreements signed on May 28, 1898, and August 20, 1902, shall remain in force.

Done in duplicate in English and French texts at Washington, this twenty-eighth day of January, one thousand nine hundred and eight.

ELIHU ROOT [SEAL]

JUSSERAND [SEAL]

ARBITRATION

Convention signed at Washington February 10, 1908

Senate advice and consent to ratification February 19, 1908

Ratified by the President of the United States February 27, 1908

Entered into force February 27, 1908

Ratified by France March 3, 1908

Ratifications exchanged at Washington March 12, 1908

Proclaimed by the President of the United States March 14, 1908

*Extended by agreements of February 13, 1913; ¹ February 27, 1918; ²
and July 19, 1923 ³*

Expired February 27, 1928 ⁴

35 Stat. 1925; Treaty Series 490

The Government of the United States of America and the Government of the French Republic, signatories of the Convention for the pacific settlement of international disputes, concluded at The Hague on the 29th July, 1899; ⁵

Taking into consideration that by Article XIX of that Convention the High Contracting Parties have reserved to themselves the right of concluding Agreements, with a view to referring to arbitration all questions which they shall consider possible to submit to such treatment,

Have authorized the Undersigned to conclude the following arrangement:

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, 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.

¹ TS 577, *post*, p. 881.

² TS 631, *post*, p. 894.

³ TS 679, *post*, p. 922.

⁴ A new treaty of arbitration, signed at Washington Feb. 6, 1928, entered into force Apr. 22, 1929 (TS 785, *post*, p. 968).

⁵ 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, and on the part of France they will be subject to the procedure required by the constitutional laws of France.

ARTICLE III

The present Convention shall be ratified by the President of the United States of America, by and with the advice and consent of the Senate thereof; it shall become effective on the day of such ratification, and shall remain in force for a period of five years thereafter.

Done in duplicate in the English and French languages, at Washington, this tenth day of February, in the year 1908.

ELIHU ROOT [SEAL]

JUSSERAND [SEAL]

EXTRADITION

Treaty signed at Paris January 6, 1909

*Senate advice and consent to ratification, with an amendment, April 5, 1909*¹

*Ratified by the President of the United States, with an amendment, May 25, 1911*¹

Ratified by France June 27, 1911

Ratifications exchanged at Paris June 27, 1911

Proclaimed by the President of the United States July 26, 1911

Entered into force July 27, 1911

Supplemented by conventions of January 15, 1929,² April 23, 1936,³ and February 12, 1970⁴

37 Stat. 1526; Treaty Series 561

ARBITRATION TREATY BETWEEN THE UNITED STATES OF AMERICA AND FRANCE

THE UNITED STATES OF AMERICA AND THE REPUBLIC OF FRANCE, being desirous to confirm their friendly relations and to promote the cause of justice, have resolved to conclude a new treaty for the extradition of fugitives from justice, and have appointed for that purpose the following plenipotentiaries:

THE PRESIDENT OF THE UNITED STATES OF AMERICA:

His Excellency, Mr. Henry WHITE, Ambassador extraordinary and plenipotentiary of the United States of America to the French Republic,

AND THE PRESIDENT OF THE FRENCH REPUBLIC:

His Excellency M. Stephen PICHON, Senator, Minister for Foreign Affairs;

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

¹ The U.S. amendment called for striking out the words "by statute or" after the word "Piracy" in art. II, para. 13 *a*.

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

² TS 787, *post*, p. 972.

³ TS 909, *post*, p. 995.

⁴ 22 UST; TIAS 7075.

ARTICLE I

The Government of the United States and the Government of France mutually agree to deliver up persons who, having been charged with or convicted of any of the crimes or offences specified in the following article, committed within the jurisdiction of one of the contracting Parties, shall seek an asylum or be found within the territories of the other: Provided That this shall only be done upon such evidence of criminality as, according to the laws of the place where the fugitive or person so charged shall be found, would justify his or her apprehension and commitment for trial if the crime or offence had been there committed.

ARTICLE II

Extradition shall be granted for the following crimes and offences:

1° Murder, assassination, parricide, infanticide and poisoning; man-slaughter, when voluntary; assault with intent to commit murder.

2° Rape, abortion, bigamy.

3° Arson.

4. Robbery, burglary, house-breaking or shop-breaking.

5. Forgery; the utterance of forged papers, the forgery or falsification of official acts of Government, of public authority, or of courts of justice, or the utterance of the thing forged or falsified.

6. The counterfeiting, falsifying or altering of money, whether coin or paper, or of instruments of debt created by national, state, provincial, municipal or other 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.

7. Fraud or breach of trust by a bailee, banker, agent, factor, executor, administrator, guardian, trustee or other person acting in a fiduciary capacity, or director or member or officer of any company, when such act is made criminal by the laws of both countries, and the amount of money or the value of the property misappropriated is not less than two hundred dollars, or one thousand francs.

Embezzlement by public officers or depositaries; Embezzlement by persons hired or salaried, to the detriment of their employers.

8. Larceny; obtaining money, valuable securities or other property by false pretenses, when such act is made criminal by the laws of both countries, and the amount of money or the value of the property fraudulently obtained is not less than two hundred dollars or one thousand francs.

9. Perjury, subordination of perjury.

10. Child-stealing, or abduction of a minor under the age of 14 for a boy and of 16 for a girl.

11. Kidnapping of minors or adults.

12. Willful and unlawful destruction or obstruction of railroads, which endangers human life.

13*a*. Piracy, by the law of nations.⁵

b. The act by any person, being or not being one of the crew of a vessel, of taking possession of such vessel by fraud or violence.

c. Wrongfully sinking or destroying a vessel at sea.

d. Revolt or conspiracy to revolt, by two or more persons on board a ship on the high seas, against the authority of the captain or master.

e. Assaults on board a ship on the high seas, with intent to do grievous bodily harm.

14. Crimes and offences against the laws of both countries for the suppression of slavery and slave-trading.

15. Receiving money, valuable securities or other property knowing the same to have been unlawfully obtained, when such act is made criminal by the laws of both countries and the amount of money or the value of the property so received is not less than two hundred dollars or one thousand francs.⁶

Extradition shall also be granted for participation or complicity in or attempt to commit any of the crimes or offences above mentioned when such participation, complicity, or attempt is punishable by the laws of the two countries.

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, they may be made by the consular officers.

If the person whose extradition is requested shall have been convicted of a crime or offence, 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 offence, a duly authenticated copy of the warrant of arrest in the country where the crime or offence 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 France, 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

The arrest and detention of a fugitive may be applied for on information, even by telegraph, of the existence of a judgment of conviction or of a warrant of arrest.

⁵ See footnote 1.

⁶ For additions to the list of crimes, see supplementary conventions of Jan. 15, 1929 (TS 787), *post*, p. 972, and Apr. 23, 1936 (TS 909), *post*, p. 995.

In France, the application for arrest and detention shall be addressed to the Minister of Foreign Affairs who will transmit it to the proper department.

In the United States, the application for arrest and detention shall be addressed to the Secretary of State, who shall deliver a warrant certifying that the application is regularly made and requesting the competent authorities to take action thereon in conformity to statute.

In both countries, 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.

In both countries, the person provisionally arrested shall be released, unless within forty days from the date of arrest in France, or from the date of commitment in the United States, the formal requisition for surrender with the documentary proofs herein before prescribed be made as aforesaid by the diplomatic agent of the demanding government or, in his absence, by a consular officer thereof.

ARTICLE V

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

ARTICLE VI

A fugitive criminal shall not be surrendered if the offence 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 offence of a political character.

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 shall be final.

ARTICLE VII

No person surrendered by either of the High contracting Parties to the other shall be triable or tried or be punished for any crime or offence committed prior to his extradition, other than the offence for which he was delivered up, nor shall such person be arrested or detained on civil process for a cause accrued before extradition, unless he has been at liberty for one month after having been tried, to leave the country, or, in case of conviction, for one month after having suffered his punishment or having been pardoned.

ARTICLE VIII

Extradition shall not be granted, in pursuance of the provisions of this convention, if the person claimed has been tried for the same act in the country to which the requisition is addressed, or if legal proceedings or the enforcement of the penalty for the act committed by the person claimed have become

barred by limitation, according to the laws of the country to which the requisition is addressed.

ARTICLE IX

If the person whose extradition may be claimed, pursuant to the stipulations hereof, be actually under prosecution for a crime or offence in the country where he has sought asylum, or shall have been convicted thereof, his extradition may be deferred until such proceedings be terminated, and until such criminal shall be set at liberty in due course of law.

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 offences 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 asked is not bound by treaty, in case of concurrent demands, to give preference to the one earliest in date, in which event that shall be the rule; And Provided That no other arrangement is made between the demanding Governments according to which preference may be given either on account of the gravity of the crime committed or for any other reason.

ARTICLE XI

All articles seized which were in the possession of the person to be surrendered at the time of his apprehension, whether being the proceeds of the crime or offence charged, or being material as evidence in making proof of the crime or offence, shall, so far as practicable, and if the competent authority of the State applied to orders the delivery thereof, be given up when the extradition takes place. Nevertheless, the rights of third parties with regard to the articles aforesaid shall be duly respected.

ARTICLE XII

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 or functionaries 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 or functionaries 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 or functionaries.

ARTICLE XIII

In the colonies and other possessions of the two High contracting Parties, the manner of proceeding may be as follows:

The requisition for the surrender of a fugitive criminal who has taken refuge in a colony or foreign possession of either Party may be made to the Governor or chief authority of such colony or possession by the chief consular officer of the other in such colony or possession; or if the fugitive has escaped from a colony or foreign possession of the Party on whose behalf the requisition is made, by the Governor or chief authority of such colony or possession.

Such requisitions may be disposed of, subject always, as nearly as may be, to the provisions of this treaty, by the respective Governors or chief authorities, who, however, shall be at liberty either to grant the surrender or refer the matter to their Government.

ARTICLE XIV

The present treaty shall take effect on the thirtieth day after the date of the exchange of Ratifications, and shall not operate retroactively.

On the day on which it takes effect, the conventions of November 9, 1843,⁷ February 24, 1845,⁸ and February 10, 1858,⁹ shall cease to be in force except as to crimes therein enumerated and committed prior to that date.

The ratifications of this treaty shall be exchanged at Paris as soon as possible, and it shall remain in force for a period of six months after either of the two Governments shall have given notice of a purpose to terminate it.

IN WITNESS WHEREOF, the respective Plenipotentiaries have signed the above articles both in English and the French languages and have hereunto affixed their seals.

Done in duplicate at Paris, on the 6th January 1909,

HENRY WHITE [SEAL]

S. PICHON [SEAL]

⁷ TS 89, *ante*, p. 830.

⁸ TS 91, *ante*, p. 833.

⁹ TS 93, *ante*, p. 840.

PROTECTION OF LITERARY AND ARTISTIC PROPERTY IN CHINA

Exchange of notes at Peking December 26 and 27, 1911

Entered into force December 27, 1911

*Became obsolete May 20, 1943*¹

1912 For. Rel. 177

The French Chargé d'Affaires to the American Minister

[TRANSLATION]

LEGATION OF THE
FRENCH REPUBLIC IN CHINA
Peking, December 26, 1911

MR. MINISTER:

Our Governments being desirous of assuring to French and American citizens and subjects reciprocal protection in China of the rights of authors over their literary and artistic productions to the same extent that they are protected in French and American territories and possessions, I have been instructed by the Minister for Foreign Affairs of France to communicate to you the following:

1st. By virtue of the civil and criminal jurisdiction with which they are vested and which they exercise in China, the consuls and consular courts of France are competent to take cognizance of all complaints that may be laid before them relative to the violation of the rights of authorship by persons under French jurisdiction.

2d. Consequently whenever persons under American jurisdiction shall have occasion to address them in order to obtain respect from persons under French jurisdiction of their rights of authorship over their literary and artistic productions, including photographs, the complaints will henceforth be laid, in the first instance, before the consular court, and appeals will come before the appellate court at Saigon or Hanoi.

3d. The citizens of the possessions of the United States of America will enjoy in China the same treatment as the citizens of the United States of America.

¹ Date on which the United States relinquished extraterritorial rights in China, pursuant to treaty of Jan. 11, 1943 (TS 984, *ante*, vol. 6, p. 739, CHINA).

4th. Unauthorized reproductions by persons under French jurisdiction, made previous to the first of January next, of literary, artistic or photographic works executed by persons under American jurisdiction, will be withdrawn from sale or circulation in China before December 31, 1912.

5th. Literary and artistic property in France is regulated by the law of March 28, 1897, which approves the convention signed at Berne on September 9, 1896, for the protection of literary and artistic productions, and also by the law of April 15, 1897, which approves the additional enactment and the declaration of May 4, 1896, modifying the convention of Berne.

I will be under great obligation to you if you will kindly take note of the present declaration and will inform me whether persons under French jurisdiction may count on the same legal protection from the consular authorities in China of the United States of America in all that concerns the ownership of literary and artistic productions.

Accept [etc.]

F. GEORGES PICOT

The American Minister to the French Chargé d'Affaires

AMERICAN LEGATION

PEKING, *December 27, 1911*

MR. CHARGÉ D'AFFAIRES AND DEAR COLLEAGUE:

I have the honor to acknowledge the receipt of your note of December 26, 1911, informing me that you have been authorized by your Government to effect with me by an exchange of notes an agreement for the reciprocal protection in China of French and American copyrights for literary and artistic productions.

I have the honor to inform you in reply that I have been authorized to state that henceforth protection will be afforded in China, in accordance with the laws of the United States and on condition of reciprocity, for the copyrights of French literary, artistic, musical or dramatic works, including photographs, duly registered in the United States, against infringement by persons under American jurisdiction. To that end the American courts in China will be competent to hear all such cases presented by citizens or subjects of France.

I have the honor further to inform you that the protection of literary and artistic property in the United States of America is provided for by the act of Congress of March 4, 1909, amending and consolidating previous acts respecting copyright (U.S. Statutes at Large, vol. 35, chapter 320); and

that by a Presidential proclamation of April 9, 1910,² this protection is extended to works of authors or proprietors who are citizens or subjects of France.

Accept [etc.]

W. J. CALHOUN

² 36 Stat. 2685.

ARBITRATION

Agreement signed at Washington February 13, 1913, extending convention of February 10, 1908

Senate advice and consent to ratification February 19, 1913

Ratified by the President of the United States February 25, 1913

Ratified by France February 28, 1913

Ratifications exchanged at Washington March 14, 1913

Entered into force March 14, 1913

Proclaimed by the President of the United States March 15, 1913

Expired February 27, 1918

38 Stat. 1643; Treaty Series 577

AGREEMENT EXTENDING THE DURATION OF THE ARBITRATION CONVENTION OF FEBRUARY 10, 1908

The Government of the United States of America and the Government of the French Republic, being desirous of extending the period of five years during which the Arbitration Convention concluded between them on February 10, 1908,¹ is to remain in force, which period is about to expire, have authorized the undersigned, to wit: Philander C. Knox, Secretary of State of the United States, and J. J. Jusserand, Ambassador of the French Republic to the United States, to conclude the following arrangement:

ARTICLE I

The Convention of Arbitration of February 10, 1908, between the Government of the United States of America and the Government of the French Republic, the duration of which by Article III thereof was fixed at a period of five years from the date of ratification, which period will terminate on February 27, 1913, is hereby extended and continued in force for a further period of five years from February 27, 1913.

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 the French Republic, in accordance with the con-

¹ TS 490, *ante*, p. 870.

stitutional laws of France, 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, in the English and French languages, at Washington this 13th day of February, one thousand nine hundred and thirteen.

PHILANDER C. KNOX [SEAL]

JUSSERAND [SEAL]

ADVANCEMENT OF PEACE

Treaty signed at Washington September 15, 1914

Senate advice and consent to ratification September 25, 1914

Ratified by France December 3, 1914

Ratified by the President of the United States January 14, 1915

Ratifications exchanged at Washington January 22, 1915

Entered into force January 22, 1915

Proclaimed by the President of the United States January 23, 1915

*Supplemented by agreement of November 10, 1915*¹

38 Stat. 1887; Treaty Series 609

TREATY TO FACILITATE THE SETTLEMENT OF DISPUTES

The President of the United States of America and the President of the French Republic, 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 French Republic, His Excellency J. J. Jusserand, Ambassador of the French Republic 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 1

Any disputes arising between the Government of the United States of America and the Government of the French Republic, 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.

¹ TS 609-A, *post*, p. 886.

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.

ARTICLE 2

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 1907² shall be applied.

The Commission shall be organized within six months from the exchange of ratifications of the present convention.

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 3

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.

² Convention signed at The Hague Oct. 18, 1907 (TS 536, *ante*, vol. 1, p. 577).

ARTICLE 4

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 5

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 6

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 French Republic, in accordance with the constitutional laws of France.

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 thereto their seals.

Done at Washington this 15th day of September, in the year nineteen hundred and fourteen.

WILLIAM JENNINGS BRYAN [SEAL]

JUSSERAND [SEAL]

ADVANCEMENT OF PEACE

*Exchange of notes at Washington November 10, 1915, supplementing
treaty of September 15, 1914*

Entered into force November 10, 1915

Expired January 1, 1916, upon fulfillment of its terms

Treaty Series 609-A

The Secretary of State to the French Ambassador

DEPARTMENT OF STATE
Washington, November 10, 1915

EXCELLENCY:

It not having been found feasible to complete the International Commission provided for in the Treaty of September 15, 1914 ¹ between the United States and France, looking to the advancement of the general cause of peace, within the time specified in the Treaty, which expires tomorrow, 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 July 22, 1915 to January 1, 1916.

Your formal notification in writing, of the same date as this, that your Government receives the suggestion favorably, will be regarded on this Government's part as sufficient to give effect to the extension, and I shall be glad to receive your assurance that it will be so regarded by your Government also.

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

ROBERT LANSING

His Excellency

Mr. J. J. JUSSERAND,
The Ambassador of France.

¹ TS 609, *ante*, p. 883.

The French Ambassador to the Secretary of State

[TRANSLATION]

EMBASSY OF THE FRENCH REPUBLIC
TO THE UNITED STATES*Washington, November 10, 1915*

MR. SECRETARY OF STATE,

In reply to Your Excellency's letter of this day's date I hasten to confirm the oral assurances which I had previously given you and to the effect that my Government agrees with that of the United States to decide that the time within which the members of the Commission provided by the Treaty of September 15, 1914, are to be designated will be extended from July 22, 1915, to January 1, 1916.

The present exchange of notes is considered by my Government as sanctioning the said extension of time.

Be pleased to accept, Mr. Secretary of State, the assurances of my high consideration.

JUSSERAND

His Excellency

The Honorable ROBERT LANSING

Secretary of State of the United States.

TONNAGE DUTIES ON VESSELS

Exchange of notes at Paris November 13, 1915, and February 10, 1917

Entered into force February 10, 1917

Department of State files

The American Ambassador to the Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
Paris, November 13th, 1916

EXCELLENCY:

By a Note under date of September 13th last, relative to the remeasurement of American vessels calling at French ports, for the proper calculation of tonnage dues, Your Excellency was pleased to propose a reciprocal agreement between the United States and France, whereby the French authorities would accept the measurement of American vessels at French ports, provided a similar privilege were accorded to French registered vessels calling at American ports.

The Department of State, to whom a copy of the above mentioned letter was duly transmitted, has now replied that the matter was referred to the Secretary of Commerce who, by Section 2 of the Act of August 5th 1882,¹ is authorized to accept the measurement of foreign vessels in ports of the United States when the measurement laws of foreign countries and of the United States are substantially similar. The Secretary of Commerce states that his Department understands that for some time past the admeasurement

¹ 22 Stat. 300.

regulations of France have been substantially similar to the British Board of Trade rules which are, in turn, practically similar to the rules of the United States, for which reason a general letter, No. 77, was issued on August 25, 1914, accepting the tonnage of French vessels as denoted in their certificates of registry or other national papers. A copy of that letter is enclosed, from which Your Excellency will see that since its issuance, the Government of the United States has in this matter followed the course desired by the French authorities.

Nevertheless, my Government instructs me to inform Your Excellency that the Department of Commerce will be pleased to have the reciprocal treatment extended to American vessels in French ports in the form indicated by Your Excellency, namely:

“La jauge inscrite aux papiers de bord des navires français et des navires des Etats-Unis d’Amérique sera acceptée réciproquement dans les ports de France et des Etats-Unis pour la perception des droits de navigation. Toutefois si des différences importantes venaient à être constatées entre la jauge de France et la jauge des Etats-Unis, les administrations des deux pays auront l’une et l’autre le droit de rectifier le tonnage pour la perception des droits. Ces rectifications n’auront d’effet que pour le voyage au cours duquel la nécessité du relèvement de la jauge aurait été reconnue et constatée”.

“The measurements given in the ship’s papers of French vessels and vessels of the United States of America shall be reciprocally accepted in the ports of France and of the United States for the payment of the tonnage dues. Nevertheless if important differences should be noted between the French measurements and the measurements of the United States, the administrations of the two countries shall have the right to rectify the tonnage for the payment of dues. These rectifications shall not have effect except for the voyage in the course of which the necessity of the re-measurement shall have been recognized and noted”.

As this may be accomplished by an exchange of notes, I will be glad to receive Your Excellency’s acceptance to the proposal I have the honor to make you herein; and at the same time, two or three copies of the latest edition of the French measurement regulations.

With assurances of my high regard, I have the honor to be, Your Excellency’s most humble and obedient servant,

WM. G. SHARP

His Excellency

Monsieur Briand

President of the Council

Minister for Foreign Affairs, Paris

The Minister of Foreign Affairs to the American Ambassador

[TRANSLATION]

FRENCH REPUBLIC
MINISTRY FOR FOREIGN AFFAIRS
Direction of Administrative
and Technical Affairs
Sub-Direction of International
Unions and Consular Affairs
Measurement of Ships
United States

PARIS, *February 10, 1917*

MR. AMBASSADOR,

In answer to a letter from Your Embassy, of November 13th 1916, I have the honor to inform Your Excellency that the Minister of Finance has caused the necessary instructions to be given to the Custom House Department for the application of the Franco-American agreement upon measurement.

Your Excellency will find enclosed three copies of the circulars of the General Direction of the Custom House, relative to the decrees of June 22nd, 1904, and January 10th 1912 upon the measurement of vessels.

Kindly accept, etc.

For the Minister and by authorization,
the Minister plenipotentiary, Director
p.i.

MAURICE HERBETTE

MILITARY PENAL JURISDICTION

Exchange of notes at Washington January 3 and 14, 1918

Entered into force January 14, 1918

Extended by agreement of July 13 and August 10 and 29, 1919¹

Expired in accordance with its terms

Treaty Series 630-A

The Secretary of State to the French Ambassador

DEPARTMENT OF STATE

WASHINGTON

January 3, 1918

No. 2023

EXCELLENCY:

Referring to your note of October 1, 1917, in which by direction of your Government you draw my attention to the advantages that would be derived from an agreement between the United States and France on the subject of penal military jurisdiction over the military and naval forces of one country while within the territory or limits of the other, I have the honor to inform you that I am authorized by the President, as Commander-in-Chief of the armed forces of the United States, to propose to you an agreement by an exchange of notes as follows:

The Government of the United States of America and the Government of the French Republic agree to recognize during the war the exclusive jurisdiction of the tribunals of their respective land and sea forces with regard to persons subject to the jurisdiction of those forces whatever be the territory in which they operate or the nationality of the accused. In the case of offences committed jointly or in complicity with persons subject to the jurisdiction of the said military forces, the principals and accessories who are amenable to the American land and sea forces shall be handed over for trial to the American military or naval justice, and the principals and accessories who are amenable to the French land and sea forces shall be handed over for trial to the French military or naval justice.

The Government of the United States of America and the Government of the French Republic further agree to recognize during the present war the

¹ *Post*, p. 901.

exclusive jurisdiction within American territory of American justice over persons not belonging to the French land and sea forces who may commit acts prejudicial to the said military forces and the exclusive jurisdiction, within French territory, of French justice over persons not belonging to American land and sea forces who may commit acts prejudicial to the said military forces.

The word "persons" as used in the first paragraph of this agreement designates, together with the persons enrolled in the army, navy and marine corps, any other person who under the American or French law is subject to military or naval jurisdiction, especially members of the Red Cross regularly accepted by the Government of the United States of America or the Government of the French Republic in so far as the American or French law and the customs of war place them under military or naval jurisdiction.

Should this arrangement be acceptable to the Government of the French Republic your formal notification in writing to that effect will be understood on the part of the Government of the United States as completing the arrangement and putting it into force and effect, and I shall be glad to receive your assurance that it will be so understood also on the part of the Government of the French Republic.

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

ROBERT LANSING

His Excellency

Mr. J. J. JUSSEURAND,

Ambassador of the French Republic.

The French Ambassador to the Secretary of State

[TRANSLATION]

EMBASSY OF THE FRENCH REPUBLIC
TO THE UNITED STATES

WASHINGTON, *January 14, 1918*

MR. SECRETARY OF STATE:

By note dated the 3d of this month, Your Excellency was pleased to let me know that the President of the United States, as Commander in Chief of the armed forces of the United States, had authorized you to propose to me a settlement by an exchange of notes of the question of penal military jurisdiction over the French and American Armies jointly participating in this war.

Your Excellency was pleased to reproduce in the aforesaid note the terms of the contemplated arrangement the text of which in the French language is as follows:

[For English text, see second, third, and fourth paragraphs of U.S. note, above.]

Duly authorized by my Government I have the honor to say to Your Excellency that it accepts the terms of that note and that in consequence the provisions therein contained are from this moment in effect.

My Government wishes to have the exchange of notes immediately published in the *Journal Officiel* to that end, and I shall be much obliged to your Excellency if you will kindly assure me that, as I surmise, you have no objection thereto.

Be pleased to accept, Mr. Secretary of State, the assurances of my high consideration.

JUSSERAND

His Excellency

The Honorable ROBERT LANSING

Secretary of State of the United States

ARBITRATION

Agreement signed at Washington February 27, 1918, further extending convention of February 10, 1908

Senate advice and consent to ratification March 26, 1918

Ratified by the President of the United States April 8, 1918

Ratified by France April 13, 1918

Ratifications exchanged at Washington May 15, 1918

Entered into force May 15, 1918

Proclaimed by the President of the United States May 16, 1918

Expired February 27, 1923

40 Stat. 1616; Treaty Series 631

AGREEMENT EXTENDING THE DURATION OF THE ARBITRATION CONVENTION OF FEBRUARY 10, 1908, BETWEEN THE UNITED STATES AND THE FRENCH REPUBLIC

The Government of the United States of America and the Government of the French Republic, desiring to extend for another five years the period during which the arbitration convention concluded between them on February 10, 1908,¹ and extended by the agreement concluded between the two Governments on February 13, 1913,² shall remain in force, have authorized the undersigned, to wit: Robert Lansing, Secretary of State of the United States, and J. J. Jusserand, Ambassador of the French Republic to the United States, to conclude the following agreement:

ARTICLE I

The Convention of Arbitration of February 10, 1908, between the Government of the United States of America and the Government of the French Republic, 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, by the agreement of February 13, 1913, between the two Governments was extended for five years from February 27, 1913, is hereby extended and continued in force for the further period of five years from February 27, 1918.

¹ TS 490, *ante*, p. 870.

² TS 577, *ante*, p. 881.

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 the French Republic, in accordance with the Constitutional laws of France, 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 in the English and French languages at Washington, this 27th day of February, one thousand nine hundred and eighteen.

ROBERT LANSING [SEAL]

JUSSERAND [SEAL]

MILITARY SERVICE

Convention signed at Washington September 3, 1918

Senate advice and consent to ratification September 19, 1918

Ratified by the President of the United States September 26, 1918

Ratified by France October 15, 1918

Ratifications exchanged at Washington November 8, 1918

Entered into force November 8, 1918

Proclaimed by the President of the United States November 11, 1918

Obsolete

Treaty Series 636

The President of the United States of America and the President of the French Republic, being convinced that for the better prosecution of the present war it is desirable that American citizens in France and citizens of France in the United States shall either return to their own country to perform military service in its army or shall serve in the army of the country in which they remain, have resolved to enter into a Convention to that end and have accordingly appointed as their Plenipotentiaries the President of the United States of America, Robert Lansing, Secretary of State of the United States, and the President of the French Republic, J. J. Jusserand, Ambassador Extraordinary and Plenipotentiary to the United States, who, after having communicated to each other their respective full powers found to be in proper form, have agreed upon and concluded the following Articles:

ARTICLE I

All male citizens of the United States in France and all male citizens of France in the United States shall, unless before the time limited by this Convention they enlist or enroll in the forces of their own country or return to the United States or France, respectively, for the purpose of military service, be subject to military service and entitled to exemption or discharge therefrom under the laws and regulations from time to time in force, of the country in which they are: *Provided*, that in respect to citizens of the United States in France, the ages for military service shall be the ages specified in the laws of the United States prescribing compulsory military service, and in respect to citizens of France in the United States the ages for military service shall be for the time being twenty to forty-four years, both inclusive.

ARTICLE II

Citizens of the United States and citizens of France within the age limits aforesaid who desire to enter the military service of their own country must enlist or enroll or must leave France or the United States as the case may be for the purpose of military service in their own country before the expiration of sixty days after the date of the exchange of ratifications of this Convention, if liable to military service in the country in which they are at said date; or if not so liable, then before the expiration of thirty days after the time when liability shall accrue; or as to those holding certificates of exemption under Article III of this Convention, before the expiration of thirty days after the date on which any such certificate becomes inoperative unless sooner renewed; or as to those who apply for certificates of exemption under Article III, and whose applications are refused, then before the expiration of thirty days after the date of such refusal, unless the application be sooner granted.

ARTICLE III

The Government of the United States and the Government of the French Republic may, through their respective diplomatic representatives, issue certificates of exemption from military service to citizens of the United States in France and citizens of France in the United States, respectively, upon application or otherwise, within sixty days from the date of the exchange of ratifications of this Convention or within thirty days from the date when such citizens become liable to military service in accordance with Article I: *Provided*, that the applications be made or the certificates be granted prior to their entry into the military service of either country. Such certificates may be special or general, temporary or conditional, and may be modified, renewed, or revoked in the discretion of the government granting them. Persons holding such certificates shall so long as the certificates are in force, not be liable to military service in the country in which they are.

ARTICLE IV

The Government of the United States and the Government of the French Republic will, respectively, so far as possible facilitate the return of citizens of France and of the United States who may desire to return to their own country for military service, but shall not be responsible for providing transport or the cost of transport for such persons.

ARTICLE V

No citizen of either country who, under the provisions of this Convention enters the military service of the other shall, by reason of such service, be considered, after this Convention shall have expired or after his discharge, to have lost his nationality or to be under any allegiance to the United States or to France, as the case may be.

ARTICLE VI

The present Convention shall be ratified by the President of the United States of America, by and with the advice and consent of the Senate of the United States, and by the President of the French Republic, and the ratifications shall be exchanged at Washington or at Paris as soon as possible. It shall come into operation on the date on which the ratifications are exchanged and shall remain in force until the expiration of sixty days after either of the contracting parties shall have given notice of termination to the other. Whereupon any citizen of either country incorporated into the military service of the other under this Convention shall be as soon as possible discharged therefrom.

IN WITNESS WHEREOF, the respective Plenipotentiaries have signed the present Convention and have affixed thereto their seals.

DONE in duplicate at Washington, the 3rd day of September in the year of our Lord one thousand nine hundred and eighteen.

ROBERT LANSING [SEAL]

JUSSERAND [SEAL]

NAVIGATION AND COMMERCE

Agreement signed at Washington July 17, 1919, modifying convention of June 24, 1822

Senate advice and consent to ratification August 8, 1919

Ratified by France August 31, 1919

Ratified by the President of the United States December 8, 1920

Ratifications exchanged at Washington January 10, 1921

Entered into force January 10, 1921

Proclaimed by the President of the United States January 12, 1921

41 Stat. 1723; Treaty Series 650

The Government of the United States of America and the Government of the French Republic, being desirous of modifying the provisions of Article VII of the Convention of Navigation and Commerce concluded between them on June 24, 1822,¹ have authorized the undersigned, to wit:

The Honorable Frank L. Polk, Acting Secretary of State of the United States, and

His Excellency Mr. J. J. Jusserand, Grand Officer of the National Order of the Legion of Honor, Ambassador of France at Washington,

To conclude the following Agreement:

ARTICLE I

It is agreed between the High Contracting Parties that Article VII[7], of the Convention of Navigation and Commerce, concluded between the Government of the United States and the Government of France on June 24, 1822, shall be modified and replaced by the following:

“The present temporary Convention shall be in force for two years from the first day of October next, and even after the expiration of that term, until the conclusion of a definitive treaty, or until one of the parties shall have declared its intention to renounce it; which declaration shall be made at least three months before hand. And in case the present arrangement should remain without such declaration of its discontinuance by either party, the extra duties specified in the 1st and 2nd articles, shall, from the expiration

¹ TS 87, *ante*, p. 824.

of the said two years, be, on both sides, diminished by one-fourth of their whole amount, and, afterwards by one-fourth of the said amount from year to year, so long as neither party shall have declared the intention of renouncing it as above stated."

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 the French Republic, and shall become effective upon the exchange of ratifications which shall take place at Washington as soon as possible.

Done in duplicate at Washington in the English and French languages this 17th day of July one thousand nine hundred and nineteen.

FRANK L. POLK [SEAL]

JUSSERAND [SEAL]

MILITARY PENAL JURISDICTION

*Exchange of notes at Washington July 13, and August 10 and 29, 1919,
extending agreement of January 3 and 14, 1918*

Entered into force August 29, 1919

Expired in accordance with its terms

1918 For. Rel. (II) 754

The French Ambassador to the Secretary of State

[TRANSLATION]

WASHINGTON, July 13, 1919

MR. SECRETARY OF STATE:

My Government has just advised me that owing to the delay to be foreseen in the departure of Allied troops and services from France, it deems it expedient to maintain in operation even after the treaty of peace is ratified the declarations relative to military penal jurisdiction.

It therefore wishes me to propose to the Federal Government simultaneously to publish at an early date a note to the effect that the two Governments concerned have agreed to maintain in full force and effect, until further notice, the Franco-American declaration of January 3/14, 1918.¹

I should be thankful to Your Excellency if you would kindly let me know at your earliest convenience how this proposal was received by the Federal Government.

Be pleased to accept [etc.]

JUSSERAND

The Secretary of State to the French Ambassador

WASHINGTON, August 10, 1919

EXCELLENCY:

I have the honor to refer to your note of July 13, 1919, in which you state that your Government deems it expedient to maintain, even after the

¹ TS 630-A, *ante*, p. 891.

treaty of peace is ratified and until further notice, the Franco-American arrangement of January 3-14, 1918, relative to military penal jurisdiction.

I have the honor to inform you that such continuation appears desirable also to this Government, and to propose that this arrangement, after the conclusion of peace, continue to be recognized in full force and effect until 30 days after notice of its termination shall have been given by either Government.

Should this modification in regard to the termination of the aforesaid arrangement be acceptable to the Government of the French Republic, your formal notification in writing to that effect will be understood on the part of the Government of the United States as giving validity to the proposed modification, and I shall be glad to receive your assurance that it will be so understood also on the part of the Government of the French Republic.

Accept [etc.]

ROBERT LANSING

The French Ambassador to the Secretary of State

[TRANSLATION]

WASHINGTON, *August 29, 1919*

MR. SECRETARY OF STATE:

My Government to which I did not fail to report the substance of your note of August 10, wishes me to inform Your Excellency that it accepts the solution proposed by you for the continuation of the Franco-American arrangement relative to military penal jurisdiction. The said arrangement will, therefore, continue in force after the conclusion of peace, but may be denounced by either contracting party upon a 30-day previous notice.

As requested by Your Excellency, this note, being an answer to yours of August 10, will of itself suffice to give validity to the above stated modification of the agreement of January 3-14, 1918.

Be pleased to accept [etc.]

JUSSERAND

RIGHTS IN THE CAMEROONS

*Treaty signed at Paris February 13, 1923, with appendix
Senate advice and consent to ratification March 3, 1924
Ratified by the President of the United States March 14, 1924
Ratified by France April 24, 1924
Ratifications exchanged at Paris June 3, 1924
Entered into force June 3, 1924
Proclaimed by the President of the United States July 3, 1924
Obsolete ¹*

43 Stat. 1778; Treaty Series 690

CONVENTION BETWEEN THE UNITED STATES OF AMERICA AND FRANCE RELATING TO THE PART OF THE CAMEROONS UNDER FRENCH MANDATE

The President of the United States of America and the President of the French Republic,

Whereas by Article 119 of the Treaty of Peace signed at Versailles the 28th of June, 1919,² Germany renounced in favor of the Principal Allied and Associated Powers all her rights and titles over her oversea possessions; and

Whereas by Article 22 ³ of the same instrument it was provided that certain territories which, as a result of the war, had ceased to be under the sovereignty of the States which formerly governed them, should be placed under the mandate of another Power, and that the terms of the mandate should be explicitly defined in each case by the Council of the League of Nations; and

Whereas the benefits accruing under the aforesaid Article 119 of the Treaty of Versailles were confirmed to the United States by the Treaty between the United States and Germany, signed August 25, 1921,⁴ to restore friendly relations between the two nations; and

¹ On Dec. 13, 1946, the U.N. General Assembly approved a trusteeship agreement placing the French-administered Cameroons under United Nations trusteeship. That trusteeship was terminated Jan. 1, 1960, when the French-administered Trust Territory of the Cameroons attained independence.

² *Ante*, vol. 2, p. 107.

³ *Ante*, vol. 2, p. 55.

⁴ TS 658, *post*, vol. 8, GERMANY.

Whereas four of the Principal Allied and Associated Powers, to wit: the British Empire, France, Italy and Japan, agreed that France should exercise the mandate for part of the former German Colony of the Cameroons; and

Whereas the terms of the said mandate have been defined by the Council of the League of Nations as follows:

ARTICLE 1. The territory for which a mandate is conferred upon France comprises that part of the Cameroons which lies to the east of the line laid down in the Declaration signed on July 10th, 1919, of which copy is annexed hereto.

This line may, however, be slightly modified by mutual agreement between His Britannic Majesty's Government and the Government of the French Republic where an examination of the localities shows that it is undesirable, either in the interest of the inhabitants or by reason of any inaccuracies in the map Moisel 1/300,000, annexed to the Declaration, to adhere strictly to the line laid down therein.

The delimitation on the spot of this line shall be carried out in accordance with the provisions of the said Declaration.

The final report of the Mixed Commission shall give the exact description of the boundary line as traced on the spot; maps signed by the Commissioners shall be annexed to the report. This report with its annexes shall be drawn up in triplicate; one of these shall be deposited in the archives of the League of Nations, one shall be kept by the Government of the Republic and one by His Britannic Majesty's Government.

ARTICLE 2. The Mandatory shall be responsible for the peace, order and good government of the territory and for the promotion to the utmost of the material and moral well-being and the social progress of its inhabitants.

ARTICLE 3. The Mandatory shall not establish in the territory any military or naval bases, nor erect any fortifications, nor organize any native military force except for local police purposes and for the defence of the territory.

It is understood, however, that the troops thus raised may, in the event of general war, be utilized to repel an attack or for defence of the territory outside that subject to the mandate.

ARTICLE 4. The Mandatory:

1° Shall provide for the eventual emancipation of all slaves, and for as speedy an elimination of domestic and other slavery as social conditions will allow;

2° Shall suppress all forms of slave trade;

3° Shall prohibit all forms of forced or compulsory labor, except for essential public works and services, and then only in return for adequate remuneration;

4° Shall protect the natives from measures of fraud and force by the careful supervision of labor contracts and the recruiting of labor;

5° Shall exercise a strict control over the traffic in arms and ammunition and the sale of spirituous liquors.

ARTICLE 5. In the framing of laws relating to the holding or transference of land, the Mandatory shall take into consideration native laws and customs, and shall respect the rights and safeguard the interests of the native population.

No native land may be transferred, except between natives, without the previous consent of the public authorities, and no real rights over native land in favor of non-natives may be created except with the same consent.

The Mandatory shall promulgate strict regulations against usury.

ARTICLE 6. The mandatory shall secure to all nationals of States Members of the League of Nations the same rights as are enjoyed in the territory by his own nationals in respect of entry into and residence in the territory, the protection afforded to their person and property, movable and immovable, and the exercise of their profession or trade, subject only to the requirements of public order, and on condition of compliance with the local law.

Further, the Mandatory shall ensure to all nationals of States Members of the League of Nations, on the same footing as his own nationals, freedom of transit and navigation, and complete economic, commercial and industrial equality; provided that the Mandatory shall be free to organize essential public works and services on such terms and conditions as he thinks just.

Concessions for the development of the natural resources of the territory shall be granted by the Mandatory without distinction on grounds of nationality between the nationals of all States Members of the League of Nations, but on such conditions as will maintain intact the authority of the local Government.

Concessions having the character of a general monopoly shall not be granted. This provision does not affect the right of the Mandatory to create monopolies of a purely fiscal character in the interest of the territory under mandate and in order to provide the territory with fiscal resources which seem best suited to the local requirements; or, in certain cases, to carry out the development of natural resources, either directly by the State or by a controlled agency, provided that there shall result therefrom no monopoly of the natural resources for the benefit of the Mandatory or his nationals, directly or indirectly, nor any preferential advantage which shall be inconsistent with the economic, commercial and industrial equality hereinbefore guaranteed.

The rights conferred by this article extend equally to companies and associations organized in accordance with the law of any of the Members of the League of Nations, subject only to the requirements of public order, and on condition of compliance with the local law.

ARTICLE 7. The Mandatory shall ensure in the territory complete freedom of conscience and the free exercise of all forms of worship which are consonant with public order and morality; missionaries who are nationals of States Members of the League of Nations shall be free to enter the territory and to travel and reside therein, to acquire and possess property, to erect religious buildings and to open schools throughout the territory; it being understood, however, that the Mandatory shall have the right to exercise such control as may be necessary for the maintenance of public order and good government, and to take all measures required for such control.

ARTICLE 8. The Mandatory shall apply to the territory any general international conventions applicable to his contiguous territory.

ARTICLE 9. The Mandatory shall have full powers of administration and legislation in the area subject to the mandate. This area shall be administered in accordance with the laws of the Mandatory as an integral part of his territory and subject to the above provisions.

The Mandatory shall therefore be at liberty to apply his laws to the territory subject to the mandate with such modifications as may be required by local conditions, and to constitute the territory into a customs, fiscal or administrative union or federation with the adjacent territories under his sovereignty or control; provided always that the measures adopted to that end do not infringe the provisions of this mandate.

ARTICLE 10. The Mandatory shall make to the Council of the League of Nations an annual report to the satisfaction of the Council. This report shall contain full information concerning the measures taken to apply the provisions of this mandate.

ARTICLE 11. The consent of the Council of the League of Nations is required for any modification of the terms of the present mandate.

ARTICLE 12. The Mandatory agrees that, if any dispute whatever should arise between the Mandatory and another Member of the League of Nations relating to the interpretation or the application of the provisions of the mandate, such dispute, if it cannot be settled by negotiation, shall be submitted to the Permanent Court of International Justice provided for by Article 14 of the Covenant of the League of Nations,⁵

Whereas the United States of America, by participating in the war against Germany, contributed to her defeat and to the renunciation of her rights and titles over her oversea possessions, but has not ratified the Treaty of Versailles; and

Whereas the Government of the United States and the Government of the French Republic desire to reach a definite understanding with regard to the rights of the two Governments and their respective nationals in the aforesaid former German Colony of the Cameroons;

⁵ *Ante*, vol. 2, p. 52.

Have decided to conclude a convention to this effect, and have nominated as their respective plenipotentiaries, that is to say:

THE PRESIDENT OF THE UNITED STATES OF AMERICA:

His Excellency Mr. Myron T. HERRICK, Ambassador Extraordinary and Plenipotentiary of the United States of America at Paris;

AND THE PRESIDENT OF THE FRENCH REPUBLIC:

M. Raymond POINCARÉ, Senator, President of the Council, Minister of Foreign Affairs;

WHO, after communicating to each other their respective full powers, found in good and due form, have agreed upon the following provisions:

ARTICLE 1

Subject to the provisions of the present convention, the United States consents to the administration by the Government of the French Republic, pursuant to the aforesaid mandate, of the former German territory, described in Article 1 of the mandate.

ARTICLE 2

The United States and its nationals shall have and enjoy all the rights and benefits secured under the terms of Articles 2, 3, 4, 5, 6, 7, 8 and 9 of the mandate to Members of the League of Nations and their nationals, notwithstanding the fact that the United States is not a member of the League of Nations.

ARTICLE 3

Vested American property rights in the mandated territory shall be respected and in no way impaired.

ARTICLE 4

A duplicate of the annual report to be made by the Mandatory under Article 10 of the mandate shall be furnished to the United States.

ARTICLE 5

Nothing contained in the present convention shall be affected by any modification which may be made in the terms of the mandate as recited above unless such modification shall have been assented to by the United States.

ARTICLE 6

The extradition treaties and conventions in force between the United States and France shall apply to the mandated territory.

ARTICLE 7

The present convention shall be ratified in accordance with the respective constitutional methods of the High Contracting Parties. The ratifications shall be exchanged in Paris as soon as practicable. It shall take effect on the date of the exchange of ratifications.

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

DONE in duplicate at Paris, the 13th day of February, in the year 1923.

MYRON T. HERRICK [SEAL]

R. POINCARÉ [SEAL]

APPENDIX REFERRED TO IN ARTICLE 1 OF THE FRENCH MANDATE
FOR THE CAMEROONS

FRANCO-BRITISH DECLARATION

The undersigned:

The Viscount MILNER, Secretary of State for the Colonies of the British Empire,

M. Henry SIMON, Minister for the Colonies of the French Republic,
have agreed to determine the frontier separating the territories of the Cameroons placed respectively under the authority of their Governments, as it is traced on the map Moisel 1/300,000, annexed to the present declaration⁶ and defined in the description in three articles also annexed hereto.

LONDON, *July 10th, 1919.*

Signed: MILNER
HENRY SIMON

DESCRIPTION OF THE FRANCO-BRITISH FRONTIER

Marked on the Moisel's Map of the Cameroons, Scale 1/300,000

ARTICLE 1

The frontier will start from the meeting-point of the three old British, French and German frontiers situated in Lake Chad in latitude 13° 05' N. and in approximately longitude 14° 05' E. of Greenwich.

Thence the frontier will be determined as follows:

1. A straight line to the mouth of the Ebeji;
2. Thence the course of the river Ebeji, which upstream is named the Lewejil, Labejed, Ngalorem, Lebeit and Ngada respectively, to the confluence of the rivers Kalia and Lebaiit;

⁶ Not printed here.

3. Thence the course of the river Kalia, or Ame, to its confluence with the river Dorma, or Kutelaha;

4. Thence the course of the latter, which upstream is named the Amjumba, the village of Woma and its outskirts remaining to France;

5. From the point where the river Amjumba loses itself in a swamp, the boundary will follow the median line of this swamp so as to rejoin the watercourse which appears to be the continuation of the Amjumba and which upstream is named Serahadja, Goluwa and Mudukwa respectively, the village of Uagisa remaining to Great Britain;

6. Thence this watercourse to its confluence with the river Gatagule;

7. Thence a line south-westwards to the watershed between the basin of the Yedsram on the west and the basins of the Mudukwa and of the Benue on the east; thence this watershed to Mount Mulikia;

8. Thence a line to the source of the Tsikakiri, to be fixed on the ground so as to leave the village of Dumo to France;

9. Thence the course of the Tsikakiri to its confluence with the Mao Tiel near the group of villages of Luga;

10. Thence the course of the Mao Tiel to its confluence with the river Benue;

11. Thence the course of the Benue upstream to its confluence with the Faro;

12. Thence the course of the Faro to the mouth of its arm, the Mao Hesso, situated about 4 kilom. south of Chikito;

13. Thence the course of the Mao Hesso to boundary pillar No. 6 on the old British-German frontier;

14. Thence a straight line to the old boundary pillar No. 7; and thence a straight line to the old boundary pillar No. 8;

15. Thence a line south-westwards reaching the watershed between the Benue on the north-west and the Faro on the south-east, which it follows to a point on the Hossere Banglang, about 1 kilom. south of the source of the Mao Kordo;

16. Thence a line to the confluence of the Mao Ngonga and the Mao Deo, to be fixed on the ground so as to leave to France the village of Laro as well as the road from Bare to Fort Lamy;

17. Thence the course of the Mao Deo to its confluence with the Tiba;

18. Thence the course of the Tiba, which is named upstream, Tibsat and Tussa respectively, to its confluence with a watercourse flowing from the west and situated about 12 kilom. south-west of Kontscha;

19. Thence a line running generally south-west to reach the summit of the Dutschi-Djombi;

20. Thence the watershed between the basins of the Taraba on the west and the Mao Deo on the east to a point on the Tchape Hills, about 2 kilom. north-west of the Tchape Pass (Point 1541);

21. Thence a line to the Gorulde Hills, so as to leave the road from Bare to Fort Lamy about 2 kilom. to the east;
22. Thence successively the watershed between the Gamgam and the Jim, the main watershed between the basins of the Benue and the Sanaga, and the watershed between the Kokumbahun and the Ardo (Ntuli) to Hosere Jadji;
23. Thence a line to reach the source of the river Mafu;
24. Thence the river Mafu to its confluence with river Mabe;
25. Thence the river Mabe, or Nsang, upstream to its junction with the tribal boundary between Bansso and Bamum;
26. Then a line to the confluence of the rivers Mpand and Nun, to be fixed on the ground, so as to leave the country of Bansso to Great Britain and that of Bamum to France;
27. Thence the river Nun to its confluence with the river Tantam;
28. Thence the river Tantam and its affluent, which is fed by the river Sefu;
29. Thence the river Sefu to its source;
30. Thence a line south-westwards, crossing the Kupti, to reach near its source east of Point 1300 the unnamed watercourse which flows into the Northern Mifi below Bali-Bagam;
31. Thence this watercourse to its confluence with the Northern Mifi, leaving to France the village of Gascho, belonging to the small country of Bamenjam;
32. Thence the Northern Mifi upstream to its confluence with the river Mogo, or Doschi;
33. Thence the river Mogo to its source;
34. Thence a line south-westwards to the crest of the Bambuto Mountains and thence following the watershed between the basins of the Cross River and Mungo on the west and the Sanaga and Wuri on the east to Mount Kupe;
35. Thence a line to the source of the river Bubu;
36. Thence the river Bubu, which appears from the German map to lose itself and reappear as the Ediminjo, which the frontier will follow, to its confluence with the Mungo;
37. Thence the course of the Mungo to the point in its mouth where it meets the parallel of latitude $4^{\circ}2'30''$ North;
38. Thence this parallel of latitude westwards so as to reach the coast south of Tauben I.;
39. Thence a line following the coast, passing south of Reiher I., to Mokola Creek, thus leaving Möwe Lake to Great Britain;
40. Thence a line following the eastern banks of the Mokola, Mbakwele, Njubanan-Jau and Matumal Creeks, and cutting the mouths of the Mbossa-Bombe, Mikanje, Tende, Victoria, and other unnamed creeks to the junction of the Matumal and Victoria Creeks;
41. Thence a line running 35° west of true south to the Atlantic Ocean.

ARTICLE 2

1° It is understood that at the time of the local delimitation of the frontier, where the natural features to be followed are not indicated in the above description, the Commissioners of the two Governments will, as far as possible, but without changing the attribution of the villages named in article 1, lay down the frontier in accordance with natural features (rivers, hills, or watersheds).

The Boundary Commissioners shall be authorized to make such minor modifications of the frontier line as may appear to them necessary in order to avoid separating villages from their agricultural lands. Such deviations shall be clearly marked on special maps and submitted for the approval of the two Governments. Pending such approval, the deviations shall be provisionally recognized and respected.

2° As regards the roads mentioned in article 1, only those which are shown upon the annexed map shall be taken into consideration in the delimitation of the frontier.

3° Where the frontier follows a waterway, the median line of the waterway shall be the boundary.

4° It is understood that if the inhabitants living near the frontier should, within a period of six months from the completion of the local delimitation, express the intention to settle in the regions placed under French authority, or, inversely, in the regions placed under British authority, no obstacle will be placed in the way of their so doing, and they shall be granted the necessary time to gather in standing crops, and generally to remove all the property of which they are the legitimate owners.

ARTICLE 3

1° The map to which reference is made in the description of the frontier is Moisel's map of the Cameroons on the scale 1/300,000.

The following sheets of this map have been used:

Sheet A4. Tschad: dated December 1st, 1912;

Sheet B4. Kusseri: dated August 1st, 1912;

Sheet B3. Dikoa: dated January 1st, 1913;

Sheet C3. Mubi: dated December 15th, 1912;

Sheet D3. Garua: dated May 15th, 1912;

Sheet E3. Ngaundere: dated October 15th, 1912;

Sheet E2. Banjo: dated January 1st, 1913;

Sheet F2. Fumban: dated May 1st, 1913;

Sheet F1. Ossidinge: dated January 1st, 1912;

Sheet G1. Buca: dated August 1st, 1911.

2° A map of the Cameroons, scale: 1/2,000,000, is attached ⁷ to illustrate the description of the above frontier.

⁷ Not printed here.

RIGHTS IN TOGOLAND

*Treaty signed at Paris February 13, 1923, with appendix
Senate advice and consent to ratification March 3, 1924
Ratified by the President of the United States March 14, 1924
Ratified by France April 24, 1924
Ratifications exchanged at Paris June 3, 1924
Entered into force June 3, 1924
Proclaimed by the President of the United States July 3, 1924
Obsolete ¹*

43 Stat. 1790; Treaty Series 691

CONVENTION BETWEEN THE UNITED STATES OF AMERICA AND FRANCE RELATING TO THE PART OF TOGOLAND UNDER FRENCH MANDATE

The President of the United States of America and the President of the French Republic,

Whereas by Article 119 of the Treaty of Peace signed at Versailles the 28th of June, 1919,² Germany renounced in favor of the Principal Allied and Associated Powers all her rights and titles over her oversea possessions; and

Whereas by Article 22 ³ of the same instrument it was provided that certain territories, which as a result of the war had ceased to be under the sovereignty of the States which formerly governed them, should be placed under the mandate of another Power, and that the terms of the mandate should be explicitly defined in each case by the Council of the League of Nations; and

Whereas the benefits accruing under the aforesaid Article 119 of the Treaty of Versailles were confirmed to the United States by the Treaty between the United States and Germany, signed August 25, 1921,⁴ to restore friendly relations between the two nations; and

¹ On Dec. 13, 1946, the U.N. General Assembly approved a trusteeship agreement placing French-administered Togoland under United Nations trusteeship. That trusteeship was terminated Apr. 27, 1960, when the French-administered Trust Territory of Togo attained independence.

² *Ante*, vol. 2, p. 107.

³ *Ante*, vol. 2, p. 55.

⁴ TS 658, *post*, vol. 8, GERMANY.

Whereas four of the Principal Allied and Associated Powers, to wit: the British Empire, France, Italy and Japan, agreed that France should exercise the mandate for part of the former German Colony of Togoland; and

Whereas the terms of the said mandate have been defined by the Council of the League of Nations as follows:

ARTICLE 1. The territory over which a mandate is conferred upon France comprises that part of Togoland which lies to the east of the line laid down in the Declaration signed on July 10, 1919, of which a copy is annexed hereto.

This line may, however, be slightly modified by mutual agreement between His Britannic Majesty's Government and the Government of the French Republic where an examination of the localities shows that it is undesirable, either in the interest of the inhabitants or by reason of any inaccuracies in the map, Sprigade 1:200,000, annexed to the Declaration, to adhere strictly to the line laid down therein.

The delimitation on the spot of this line shall be carried out in accordance with the provisions of the said Declaration.

The final report of the Mixed Commission shall give the exact description of the boundary line as traced on the spot; maps signed by the Commissioners shall be annexed to the report. This report with its annexes shall be drawn up in triplicate: one of these shall be deposited in the archives of the League of Nations, one shall be kept by the Government of the Republic and one by His Britannic Majesty's Government.

ARTICLE 2. The Mandatory shall be responsible for the peace, order and good government of the territory and for the promotion to the utmost of the material and moral well-being and the social progress of its inhabitants.

ARTICLE 3. The Mandatory shall not establish in the territory any military or naval bases, nor erect any fortifications, nor organize any native military force except for local police purposes and for the defence of the territory.

It is understood, however, that the troops thus raised may, in the event of general war, be utilized to repel an attack or for the defence of the territory outside that subject to the mandate.

ARTICLE 4. The Mandatory:

1. Shall provide for the eventual emancipation of all slaves, and for as speedy an elimination of domestic and other slavery as social conditions will allow;
2. Shall suppress all forms of slave trade;
3. Shall prohibit all forms of forced or compulsory labor, except for essential public works and services, and then only in return for adequate remuneration;
4. Shall protect the natives from measures of fraud and force by the careful supervision of labor contracts and the recruiting of labor;

5. Shall exercise a strict control over the traffic in arms and ammunition and the sale of spirituous liquors.

ARTICLE 5. In the framing of laws relating to the holding or transfer of land, the Mandatory shall take into consideration native laws and customs, and shall respect the rights and safeguard the interests of the native population.

No native land may be transferred, except between natives, without the previous consent of the public authorities, and no real rights over native land in favor of non-natives may be created except with the same consent.

The Mandatory shall promulgate strict regulations against usury.

ARTICLE 6. The Mandatory shall secure to all nationals of States Members of the League of Nations the same rights as are enjoyed in the territory by his own nationals in respect of entry into and residence in the territory, the protection afforded to their person and property, and acquisition of property, movable and immovable, and the exercise of their profession or trade, subject only to the requirements of public order, and on condition of compliance with the local law.

Further, the Mandatory shall ensure to all nationals of States Members of the League of Nations, on the same footing as to his own nationals, freedom of transit and navigation, and complete economic, commercial and industrial equality; except that Mandatory shall be free to organize essential public works and services on such terms and conditions as he thinks just.

Concessions for the development of the natural resources of the territory shall be granted by the Mandatory without distinction on grounds of Nationality between the nationals of all States Members of the League of Nations, but on such conditions as will maintain intact the authority of the local Government.

Concessions having the character of a general monopoly shall not be granted. This provision does not affect the right of the Mandatory to create monopolies of a purely fiscal character in the interest of the territory under mandate and in order to provide the territory with fiscal resources which seem best suited to the local requirements; or, in certain cases, to carry out the development of natural resources, either directly by the State or by a controlled agency, provided that there shall result therefrom no monopoly of the natural resources for the benefit of the Mandatory or his nationals, directly or indirectly, nor any preferential advantage which shall be inconsistent with the economic, commercial and industrial equality hereinbefore guaranteed.

The rights conferred by this article extend equally to companies and associations organized in accordance with the law of any of the Members of the League of Nations, subject only to the requirements of public order, and on condition of compliance with the local law.

ARTICLE 7. The Mandatory shall ensure in the territory complete freedom of conscience and the free exercise of all forms of worship which are consonant with public order and morality; missionaries who are nationals of States Members of the League of Nations shall be free to enter the territory and to travel and reside therein, to acquire and possess property, to erect religious buildings and to open schools throughout the territory; it being understood, however, that the Mandatory shall have the right to exercise such control as may be necessary for the maintenance of public order and good government, and to take all measures required for such control.

ARTICLE 8. The Mandatory shall apply to the territory any general international conventions applicable to his contiguous territory.

ARTICLE 9. The Mandatory shall have full powers of administration and legislation in the area subject to the mandate. This area shall be administered in accordance with the laws of the Mandatory as an integral part of his territory and subject to the above provisions.

The Mandatory shall therefore be at liberty to apply his laws to the territory subject to the mandate, with such modifications as may be required by local conditions, and to constitute the territory into a customs, fiscal, or administrative union or federation with the adjacent territories under his sovereignty or control, provided always that the measures adopted to that end do not infringe the provisions of this mandate.

ARTICLE 10. The Mandatory shall make to the Council of the League of Nations an annual report to the satisfaction of the Council. This report shall contain full information concerning the measures taken to apply the provisions of this mandate.

ARTICLE 11. The consent of the Council of the League of Nations is required for any modification of the terms of the present mandate.

ARTICLE 12. The Mandatory agrees that, if any dispute whatever should arise between the Mandatory and another Member of the League of Nations relating to the interpretation or the application of the provisions of the mandate, such dispute, if it cannot be settled by negotiation, shall be submitted to the Permanent Court of International Justice provided for by Article 14 of the Covenant of the League of Nations,⁵

Whereas the United States of America, by participating in the war against Germany, contributed to her defeat and to the renunciation of her rights and titles over her oversea possessions, but has not ratified the Treaty of Versailles; and

Whereas the Government of the United States and the Government of the French Republic desire to reach a definite understanding with regard to the

⁵ *Ante*, vol. 2, p. 52.

rights of the two Governments and their respective nationals in the aforesaid former German Colony of Togoland:

Have decided to conclude a convention to this effect, and have nominated as their respective plenipotentiaries, that is to say:

THE PRESIDENT OF THE UNITED STATES OF AMERICA:

His Excellency Mr. MYRON T. HERRICK, Ambassador Extraordinary and Plenipotentiary of the United States of America at Paris;

AND THE PRESIDENT OF THE FRENCH REPUBLIC:

M. Raymond POINCARÉ, Senator, President of the Council, Minister of Foreign Affairs;

WHO, after communicating to each other their respective full powers, found in good and due form, have agreed upon the following provisions:

ARTICLE 1

Subject to the provisions of the present convention, the United States consents to the administration by the Government of the French Republic, pursuant to the aforesaid mandate, of the former German territory, described in Article 1 of the mandate.

ARTICLE 2

The United States and its nationals shall have and enjoy all the rights and benefits secured under the terms of Articles 2, 3, 4, 5, 6, 7, 8 and 9 of the mandate to Members of the League of Nations and their nationals, notwithstanding the fact that the United States is not a member of the League of Nations.

ARTICLE 3

Vested American property rights in the mandated territory shall be respected and in no way impaired.

ARTICLE 4

A duplicate of the annual report to be made by the Mandatory under Article 10 of the mandate shall be furnished to the United States.

ARTICLE 5

Nothing contained in the present convention shall be affected by any modification which may be made in the terms of the mandate as recited above unless such modification shall have been assented to by the United States.

ARTICLE 6

The extradition treaties and conventions in force between the United States and France shall apply to the mandated territory.

ARTICLE 7

The present convention shall be ratified in accordance with the respective constitutional methods of the High Contracting Parties. The ratifications shall be exchanged in Paris as soon as practicable. It shall take effect on the date of the exchange of ratifications.

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

DONE in duplicate at Paris, the 13th day of February, in the year 1923.

MYRON T. HERRICK	[SEAL]
R. POINCARÉ	[SEAL]

APPENDIX REFERRED TO IN ARTICLE 1 OF THE FRENCH MANDATE FOR TOGOLAND

FRANCO-BRITISH DECLARATION

The undersigned:

Viscount MILNER, Secretary of State for the Colonies of the British Empire,

M. Henry SIMON, Minister for the Colonies of the French Republic,

have agreed to determine the frontier separating the territories of Togoland placed respectively under the authority of their Governments, as it is traced on the map, Sprigade 1/200.000, annexed to the present declaration,⁶ and defined in the description in three articles also annexed hereto.

London, July 10th, 1919.

Signed: MILNER
Henry SIMON

DESCRIPTION OF THE FRANCO-BRITISH FRONTIER

Marked on Sprigade's Map of Togoland, Scale 1/200.000

ARTICLE 1

The frontier will run eastwards from the pillar erected at the point of junction of the three colonies of Haute Volta, Gold Coast and Togoland in about latitude 11 degrees 8' 33" to the unnamed watercourse shown on the map to the east of this pillar,

The frontier will run thence as follows:

⁶ Not printed here.

1. Along this unnamed watercourse to its confluence with the Kulapalogo;
2. Thence by the course of the Punokobo to its source;
3. Thence in a south-westerly direction to meet the river Biankuri, which downstream is named the Njimoant and the Mochole, which it follows to its confluence with the Kulugona;
4. From the confluence of the Mochole and the Kulugona the frontier will follow in a southerly direction a line to be fixed on the ground to point 390 near the junction of the streams Nabuleg and Gboroch;
5. Thence a line running in a south-easterly direction to the Manjo so as to leave the village of Jambule to France and that of Bungpurk to Great Britain;
6. Thence downstream the course of the Manjo to its confluence with the Kunkumbu;
7. Thence the course of the Kunkumbu to its confluence with the Oti;
8. Thence the course of the Oti to its confluence with the Dakpe;
9. Thence the Dakpe upstream to the boundary between the two old German districts of Mangu-Yendi and Sokode-Bassari;
10. The frontier will follow this administrative boundary south-west to regain the Oti;
11. Thence the course of the Oti to its confluence with the Kakassi;
12. Thence the course of the Kakassi upstream to its confluence with the Kentau;
13. Thence the course of the Kentau to its junction with the tribal boundary between the Konkomba and the Bitjem;
14. Thence southwards a line following generally this tribal boundary so as to leave the villages of Natagu, Napari, and Bobotiwe to Great Britain and those of Kujunle and Bisukpabe to France;
15. Following this boundary to a point situated about $1\frac{1}{2}$ kilometers north of the confluence of the Kula and the Mamale;
16. Thence the Mamale upstream to its junction with the road from Nabugem to Bpadjebe;
17. Thence a line southwards to meet the river Bonolo so as to leave Bpadjebe to France;
18. Thence downstream the rivers Bonolo and Tankpa to the confluence of the latter with the Nabol;
19. Thence the river Nabol upstream to the junction of the tribal boundary between the Konkomba and the Bitjem;
20. Thence southwards a line following generally this tribal boundary to the summit of Kusangnaeli;
21. Thence a line to reach the confluence of the Tunkurna and the Mo, following generally the course of the Kuji and Tunkurma;

22. Thence the course of the Mo (Mola) downstream, following the southern boundary of the Dagbon country to its junction with an unnamed affluent on the left bank at a point shown on the map near longitude $0^{\circ}20'$ East;

23. Thence a line from this confluence running generally south-east to the confluence of the Bassa and Kue, following as far as possible the course of the Mo (Moo);

24. Thence the course of the Kue upstream to the bend formed by this river at a distance of about 2 kilometers south-west of Kueda;

25. Thence a line running southwards following the watershed between the Bunatje, the Tschai and the Dibom on the west and the Kue and the Asuokoko on the east to the hill situated about 1 kilometer west of the Maria Falls, leaving the village of Schiare to Great Britain and that of Kjjirina to France and cutting the road from Dadiasse (which remains British) to Bismarckburg (which remains French) near point 760;

26. From the hill situated to the west of the Maria Falls a line to reach the Asuokoko, which it follows to its confluence with the river Balagbo;

27. Thence a line running generally southwards to Mount Bendjabe;

28. Thence a line following the crest which runs southwards, then, cutting the Wawa, reaches point 850 situated north of Kitschibo;

29. From point 850 a line running approximately southwards to the Tomito mountain;

30. Thence a line running south-south-westwards and, cutting the river Onana, reaches the watershed between the Odjabi and the Sassa, then continuing south-south-westwards, cutting the river Daji between the Odjabi and the Sassa, reaches the summit of Awedjegbe;

31. From this point it follows the watershed between the Ebanda or Wadjakli on the west and the Seblawu and Nubui on the east, then cuts the latter river at a point situated about 1 kilometer east of Apegame;

32. Thence a line to the watershed of the Agumassato hills which it follows to the Akpata hills;

33. Thence a line running south-west to the confluence of the Tsi and the Edjiri;

34. Thence a line following generally the southern tribal boundary of the Agome to a point situated on the watershed about 2 kilometres south of Moltke Peak;

35. Thence a line running generally southwards following the watershed to the Fiamekito hills, which it leaves to reach the river Damitsi;

36. Thence the river Damitsi to its confluence with the Todschie (or Wuto);

37. Thence the River Todschie to the boundary of the lands of the village of Botoe, which it passes on the east so as to leave it wholly to Great Britain;

38. Thence the road from Botoe to Batome to the western limit of the latter village;

39. Thence the line passes south of Batome so as to leave this village in its entirety to France;

40. From south of Batome the boundary runs to the point of junction of the present boundary of the Gold Coast Colony (parallel $6^{\circ} 20'$ North) and the river Magbawi;

41. Thence it follows, to the sea, the present frontier as laid down in the Anglo-German Convention of July 1st, 1890. However, where the Lome-Akepe road by way of Degbokovhe crosses the present frontier south of latitude $6^{\circ} 10'$ North and West of longitude $1^{\circ} 14'$ East of Greenwich, the new frontier shall run 1 kilometre southwest of this road, so as to leave it entirely in French territory.

ARTICLE 2

1° It is understood that at the time of the local delimitation of the frontier, where the natural features to be followed are not indicated in the above description, the Commissioners of the two Governments will, as far as possible, but without changing the attribution of the villages named in Article 1, lay down the frontier in accordance with natural features (rivers, hills, or watersheds).

The Boundary Commissioners shall be authorized to make such minor modifications of the frontier line as may appear to them necessary in order to avoid separating villages from their agricultural lands. Such deviations shall be clearly marked on special maps and submitted for the approval of the two Governments. Pending such approval, the deviations shall be provisionally recognized and respected.

2° As regards the roads mentioned in Article 1, only those which are shown upon the annexed map shall be taken into consideration in the delimitation of the frontier.

3° Where the frontier follows a waterway, the median line of the waterway shall be the boundary.

4° It is understood that if the inhabitants, living near the frontier should, within a period of six months from the completion of the local delimitation, express the intention to settle in the regions placed under French authority, or, inversely, in the regions placed under British authority, no obstacle will be placed in the way of their so doing, and they shall be granted the necessary time to gather in standing crops, and generally to remove all the property of which they are the legitimate owners.

ARTICLE 3

1° The map to which reference is made in the description of the frontier is Sprigade's map of Togoland on the scale $1/200,000$, of which the following sheets have been used:

- Sheet A 1. Sansane-Mangu: date of completion, July 1st, 1907;
Sheet B 1. Jendi: date of completion, October 1st, 1907;
Sheet C 1. Bismarckburg: date of completion, December 1st, 1906;
Sheet D 1. Kete-Kratschi: date of completion, December 1st, 1905;
Sheet E 1. Misahöhe: date of completion, June 1st, 1905;
Sheet E 2. Lome: date of completion, October 1st, 1902.

2° A map of Togoland, scale 1/500,000, is attached ⁷ to illustrate the description of the above frontier.

⁷ Not printed here.

ARBITRATION

*Agreement and exchange of notes signed at Washington July 19, 1923,
further extending convention of February 10, 1908*
Senate advice and consent to ratification December 18, 1923
Ratified by France February 2, 1924
Ratified by the President of the United States February 28, 1924
Ratifications exchanged at Washington March 3, 1924
Entered into force March 3, 1924
Proclaimed by the President of the United States March 4, 1924
Expired February 27, 1928

43 Stat. 1743; Treaty Series 679

AGREEMENT

The Government of the United States of America and the Government of the French Republic, desiring to extend for another five years the period during which the arbitration convention concluded between them on February 10, 1908,¹ and extended by the agreements concluded between the two Governments on February 13, 1913,² and February 27, 1918,³ shall remain in force, have respectively authorized the undersigned, to wit: Charles Evans Hughes, Secretary of State of the United States, and J. J. Jusserand, Ambassador of the French Republic to the United States, to conclude the following agreement:

ARTICLE I

The Convention of Arbitration of February 10, 1908, between the Government of the United States of America and the Government of the French Republic, the duration of which by Article III thereof was fixed at a period of five years from the date of ratification, which period, by the agreement of February 13, 1913, between the two Governments was extended for five years from February 27, 1913, and was further extended by the agreement of February 27, 1918, between the two Governments, for a period of five years from February 27, 1918, is hereby extended and continued in force for the further period of five years from February 27, 1923.

¹ TS 490, *ante*, p. 870.

² TS 577, *ante*, p. 881.

³ TS 631, *ante*, p. 894.

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 the French Republic, in accordance with the Constitutional laws of France, 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 in the English and French languages, at Washington, this 19th day of July, one thousand nine hundred and twenty-three.

CHARLES EVANS HUGHES	[SEAL]
JUSSERAND	[SEAL]

EXCHANGE OF NOTES

The Secretary of State to the French Ambassador

DEPARTMENT OF STATE
WASHINGTON, July 19, 1923

EXCELLENCY:

In connection with the signing today of an agreement for the renewal of the Convention of Arbitration concluded between the United States and France, February 10, 1908, and renewed from time to time, I have the honor, in pursuance of our informal conversations, to state the following understanding which I shall be glad to have you confirm on behalf of your Government.

On February 24 last the President proposed to the Senate that it consent under certain stated conditions to the adhesion by the United States to the Protocol of December 16, 1920, under which the Permanent Court of International Justice has been created at The Hague. As the Senate does not convene in its regular session until December next, action upon this proposal will necessarily be delayed. In the event that the Senate gives its assent to the proposal, I understand that the Government of the French Republic will not be averse to considering a modification of the Convention of Arbitration which we are renewing, or the making of a separate agreement under which the disputes mentioned in the Convention could be referred to the Permanent Court of International Justice.

Accept, Excellency, the renewed assurance of my highest consideration.

CHARLES E. HUGHES

His Excellency

Mr. J. J. JUSSERAND,
Ambassador of France.

The French Ambassador to the Secretary of State

[TRANSLATION]

EMBASSY OF THE FRENCH REPUBLIC
TO THE UNITED STATES

WASHINGTON, July 19, 1923

MR. SECRETARY OF STATE:

Your Excellency was pleased, by your note dated this day, to suggest in connection with the renewal of the Arbitration Convention signed by France and the United States on February 10, 1908, and periodically renewed since, that the agreement of the two governments on the point specified as follows in your said note be placed on record.

Your Excellency's communication reads as follows:

[For text of understanding, see second paragraph of U.S. note, above.]

I have the honor to inform Your Excellency that my Government, whose instructions have come to hand, entirely agrees with Your Excellency in this matter.

Be pleased to accept, Mr. Secretary of State, the assurances, etc.

JUSSERAND

His Excellency

The Honorable CHARLES EVANS HUGHES,
Secretary of State,
Washington, D.C.

RIGHTS IN SYRIA AND LEBANON

*Convention signed at Paris April 4, 1924; exchange of notes at Paris,
November 2 and December 18, 1923, and April 4, 1924*

Senate advice and consent to ratification May 14, 1924

Ratified by the President of the United States June 5, 1924

Ratified by France July 3, 1924

Ratifications exchanged at Paris July 13, 1924

Entered into force July 13, 1924

Proclaimed by the President of the United States August 13, 1924

*Continued in effect between the United States and Syria and Lebanon,
respectively, as to rights of the United States and its nationals, by
agreements of September 7 and 8, 1944,¹ in connection with U.S.
recognition of the independence of Syria and Lebanon*

43 Stat. 1821 ; Treaty Series 695

CONVENTION BETWEEN THE UNITED STATES OF AMERICA AND FRANCE REGARDING THE MANDATE FOR SYRIA AND THE LEBANON

The President of the United States of America and the President of the French Republic,

Whereas by the Treaty of Peace concluded with the Allied Powers, Turkey renounces all her rights and titles over Syria and the Lebanon, and,

Whereas Article 22 of the Covenant of the League of Nations in the Treaty of Versailles ² provides that in the case of certain territories which as a consequence of the late war ceased to be under the sovereignty of the states which formerly governed them, mandates should be issued and that the terms of the mandate should be explicitly defined in each case by the Council of the League, and,

Whereas the Principal Allied Powers have agreed to entrust the mandate for Syria and the Lebanon to France, and,

Whereas the terms of the said mandate have been defined by the Council of the League of Nations as follows:

¹ EAS 434, *post*, SYRIA; and EAS 435, *post*, LEBANON.

² *Ante*, vol. 2, p. 55.

ARTICLE 1. The Mandatory shall frame, within a period of three years from the coming into force of this mandate, an organic law for Syria and the Lebanon.

This organic law shall be framed in agreement with the native authorities and shall take into account the rights, interests, and wishes of all the population inhabiting the said territory. The Mandatory shall further enact measures to facilitate the progressive development of Syria and the Lebanon as independent States. Pending the coming into effect of the organic law, the government of Syria and the Lebanon shall be conducted in accordance with the spirit of this mandate.

The Mandatory shall, as far as circumstances permit, encourage local autonomy.

ARTICLE 2. The Mandatory may maintain its troops in the said territory for its defence. It shall further be empowered, until the entry into force of the organic law and the re-establishment of public security, to organise such local militia as may be necessary for the defence of the territory, and to employ this militia for defence and also for the maintenance of order. These local forces may only be recruited from the inhabitants of the said territory.

The said militia shall thereafter be under the local authorities, subject to the authority and the control which the Mandatory shall retain over these forces. It shall not be used for purposes other than those above specified save with the consent of the Mandatory.

Nothing shall preclude Syria and the Lebanon from contributing to the cost of the maintenance of the forces of the Mandatory stationed in the territory.

The Mandatory shall at all times possess the right to make use of the ports, railways and means of communication of Syria and the Lebanon for the passage of its troops and of all materials, supplies and fuel.

ARTICLE 3. The Mandatory shall be entrusted with the exclusive control of the foreign relations of Syria and the Lebanon and with the right to issue exequaturs to the consuls appointed by foreign Powers. Nationals of Syria and the Lebanon living outside the limits of the territory shall be under the diplomatic and consular protection of the Mandatory.

ARTICLE 4. The Mandatory shall be responsible for seeing that no part of the territory of Syria and the Lebanon is ceded or leased or in any way placed under the control of a foreign Power.

ARTICLE 5. The privileges and immunities of foreigners, including the benefits of consular jurisdiction and protection as formerly enjoyed by Capitulation or usage in the Ottoman Empire, shall not be applicable in Syria and the Lebanon. Foreign consular tribunals shall, however, continue to perform their duties until the coming into force of the new legal organisation provided for in Article 6.

Unless the Powers whose nationals enjoyed the afore-mentioned privileges and immunities on August 1st, 1914, shall have previously renounced the right to their re-establishment, or shall have agreed to their non-application during a specified period, these privileges and immunities shall at the expiration of the mandate be immediately re-established in their entirety or with such modifications as may have been agreed upon between the Powers concerned.

ARTICLE 6. The Mandatory shall establish in Syria and the Lebanon a judicial system which shall assure to natives as well as to foreigners a complete guarantee of their rights.

Respect for the personal status of the various peoples and for their religious interests shall be fully guaranteed. In particular, the control and administration of Wakfs shall be exercised in complete accordance with religious law and the dispositions of the founders.

ARTICLE 7. Pending the conclusion of special extradition agreements, the extradition treaties at present in force between foreign Powers and the Mandatory shall apply within the territory of Syria and the Lebanon.

ARTICLE 8. The Mandatory shall ensure to all complete freedom of conscience and the free exercise of all forms of worship which are consonant with public order and morality. No discrimination of any kind shall be made between the inhabitants of Syria and the Lebanon on the ground of differences in race, religion or language.

The Mandatory shall encourage public instruction, which shall be given through the medium of the native languages in use in the territory of Syria and the Lebanon.

The right of each community to maintain its own schools for the instruction and education of its own members in its own language, while conforming to such educational requirements of a general nature as the administration may impose, shall not be denied or impaired.

ARTICLE 9. The Mandatory shall refrain from all interference in the administration of the Councils of management (*Conseils de fabrique*) or in the management of religious communities and sacred shrines belonging to the various religions, the immunity of which has been expressly guaranteed.

ARTICLE 10. The supervision exercised by the Mandatory over the religious missions in Syria and the Lebanon shall be limited to the maintenance of public order and good government; the activities of these religious missions shall in no way be restricted, nor shall their members be subjected to any restrictive measures on the ground of nationality, provided that their activities are confined to the domain of religion.

The religious missions may also concern themselves with education and relief, subject to the general right of regulation and control by the Mandatory or of the local government, in regard to education, public instruction and charitable relief.

ARTICLE 11. The Mandatory shall see that there is no discrimination in Syria or the Lebanon against the nationals, including societies and associations, of any State Member of the League of Nations as compared with its own nationals, including societies and associations, or with the nationals of any other foreign State in matters concerning taxation or commerce, the exercise of professions or industries, or navigation, or in the treatment of ships or aircraft. Similarly, there shall be no discrimination in Syria or the Lebanon against goods originating in or destined for any of the said States; there shall be freedom of transit, under equitable conditions, across the said territory

Subject to the above, the Mandatory may impose or cause to be imposed by the local governments such taxes and customs duties as it may consider necessary. The Mandatory, or the local governments acting under its advice, may also conclude on grounds of contiguity any special customs arrangements with an adjoining country.

The Mandatory may take or cause to be taken, subject to the provisions of paragraph 1 of this article, such steps as it may think best to ensure the development of the natural resources of the said territory and to safeguard the interests of the local population.

Concessions for the development of these natural resources shall be granted without distinction of nationality between the nationals of all States Members of the League of Nations, but on condition that they do not infringe upon the authority of the local Government. Concessions in the nature of a general monopoly shall not be granted. This clause shall in no way limit the right of the Mandatory to create monopolies of a purely fiscal character in the interest of the territory of Syria and the Lebanon, and with a view to assuring to the territory the fiscal resources which would appear best adapted to the local needs, or, in certain cases, with a view to developing the natural resources either directly by the State or through an organisation under its control, provided that this does not involve either directly or indirectly the creation of a monopoly of the natural resources in favour of the Mandatory or its nationals, nor involve any preferential treatment which would be incompatible with the economic, commercial and industrial equality guaranteed above.

ARTICLE 12. The Mandatory shall adhere, on behalf of Syria and the Lebanon, to any general international agreements already existing, or which may be concluded hereafter with the approval of the League of Nations, in respect of the following: the slave trade, the traffic in drugs, the traffic in arms and ammunition, commercial equality, freedom of transit and navigation, aerial navigation, postal, telegraphic or wireless communications, and measures for the protection of literature, art or industries.

ARTICLE 13. The Mandatory shall secure the adhesion of Syria and the Lebanon, so far as social, religious and other conditions permit, to such measures of common utility as may be adopted by the League of Nations for preventing and combating disease, including diseases of animals and plants.

ARTICLE 14. The Mandatory shall draw up and put into force within twelve months from this date a law of antiquities in conformity with the following provisions. This law shall ensure equality of treatment in the matter of excavations and archaeological research to the nationals of all States Members of the League of Nations.

1° "Antiquity" means any construction or any product of human activity earlier than the year 1700 A. D.

2° The law for the protection of antiquities shall proceed by encouragement rather than by threat.

Any person who, having discovered an antiquity without being furnished with the authorisation referred to in paragraph 5, reports the same to an official of the competent Department, shall be rewarded according to the value of the discovery.

3° No antiquity may be disposed of except to the competent Department, unless this Department renounces the acquisition of any such antiquity.

No antiquity may leave the country without an export license from the said Department.

4° Any person who maliciously or negligently destroys or damages an antiquity shall be liable to a penalty to be fixed.

5° No clearing of ground or digging with the object of finding antiquities shall be permitted, under penalty of fine, except to persons authorised by the competent Department.

6° Equitable terms shall be fixed for expropriation, temporary or permanent, of lands which might be of historical or archaeological interest.

7° Authorisation to excavate shall only be granted to persons who show sufficient guarantees of archaeological experience. The Mandatory shall not, in granting these authorisations, act in such a way as to exclude scholars of any nation without good grounds.

8° The proceeds of excavations may be divided between the excavator and the competent Department in a proportion fixed by that Department. If division seems impossible for scientific reasons, the excavator shall receive a fair indemnity in lieu of a part of the find.

ARTICLE 15. Upon the coming into force of the organic law referred to in article 1, an arrangement shall be made between the Mandatory and the local governments for reimbursement by the latter of all expenses incurred by the Mandatory in organising the administration, developing local resources, and carrying out permanent public works, of which the country retains the benefit. Such arrangement shall be communicated to the Council of the League of Nations.

ARTICLE 16. French and Arabic shall be the official languages of Syria and the Lebanon.

ARTICLE 17. The Mandatory shall make to the Council of the League of Nations an annual report to the satisfaction of the Council as to the measures taken during the year to carry out the provisions of this mandate. Copies of all laws and regulations promulgated during the year shall be attached to the said report.

ARTICLE 18. The consent of the Council of the League of Nations is required for any modification of the terms of this mandate.

ARTICLE 19. On the termination of the mandate, the Council of the League of Nations shall use its influence to safeguard for the future the fulfilment by the Government of Syria and the Lebanon of the financial obligations, including pensions and allowances, regularly assumed by the administration of Syria or of the Lebanon during the period of the mandate.

ARTICLE 20. The Mandatory agrees that if any dispute whatever should arise between the Mandatory and another Member of the League of Nations relating to the interpretation or the application of the provisions of the mandate, such dispute, if it cannot be settled by negotiation, shall be submitted to the Permanent Court of International Justice provided for by Article 14 of the Covenant of the League of Nations.³

Whereas the mandate in the above terms came into force on September 29, 1923, and,

Whereas the United States of America by participating in the war against Germany contributed to her defeat and the defeat of her allies and to the renunciation of the rights and titles of her allies in the territory transferred by them, but has not ratified the Covenant of the League of Nations embodied in the Treaty of Versailles, and,

Whereas the Government of the United States and the Government of France desire to reach a definite understanding with respect to the rights of the two Governments and their respective nationals in Syria and the Lebanon;

The President of the United States of America and the President of the French Republic have decided to conclude a convention to this effect and have nominated as their Plenipotentiaries:

THE PRESIDENT OF THE UNITED STATES OF AMERICA:

His Excellency Mr. MYRON T. HERRICK, Ambassador Extraordinary and Plenipotentiary of the United States of America to France,

AND THE PRESIDENT OF THE FRENCH REPUBLIC:

M. Raymond POINCARÉ, Senator, President of the Council, Minister of Foreign Affairs,

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

³ *Ante*, vol. 2, p. 52.

ARTICLE 1

Subject to the provisions of the present convention the United States consents to the administration by the French Republic, pursuant to the aforesaid mandate, of Syria and the Lebanon.

ARTICLE 2

The United States and its nationals shall have and enjoy all the rights and benefits secured under the terms of the mandate to members of the League of Nations and their nationals, notwithstanding the fact that the United States is not a member of the League of Nations.

ARTICLE 3

Vested American property rights in the mandated territories shall be respected and in no way impaired.

ARTICLE 4

A duplicate of the annual report to be made by the mandatory under Article 17 of the mandate shall be furnished to the United States.

ARTICLE 5

Subject to the provisions of any local laws for the maintenance of public order and public morals, the nationals of the United States will be permitted freely to establish and maintain educational, philanthropic and religious institutions in the mandated territory, to receive voluntary applicants and to teach in the English language.

ARTICLE 6

Nothing contained in the present convention shall be affected by any modification which may be made in the terms of the mandate as recited above unless such modification shall have been assented to by the United States.

ARTICLE 7

The present convention shall be ratified in accordance with the respective constitutional methods of the High Contracting Parties. The ratifications shall be exchanged at Paris as soon as practicable. The present convention shall take effect on the date of the exchange of ratifications.

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

DONE in duplicate at Paris, the 4 day of April, in the year 1924.

MYRON T. HERRICK	[SEAL]
R. POINCARÉ	[SEAL]

EXCHANGE OF NOTES

The Minister of Foreign Affairs to the American Ambassador

[TRANSLATION]

PARIS, November 2, 1923

MR. AMBASSADOR:

In a letter dated October 24th last, the Chargé d'Affaires of the United States was good enough to inform me that the Federal Government was disposed to continue negotiations with the French Government for the signature of a convention relative to the French mandate for Syria and the Lebanon. In fact an agreement was reached on July 13, 1922, on a draft convention the signature of which was deferred until such time as a peace treaty should be signed between the Allied Powers and Turkey and the mandate for Syria and the Lebanon should come into force. The signature of peace with Turkey on July 24, 1923, and the coming into force of a mandate, the terms of which were approved by the Federal Government in 1922, now permit the conclusion of the convention prepared between the United States and France.

On the other hand, the Federal Government has expressed the desire to take into account, in this convention, if necessary, any agreements which may have been reached since 1922 between the French Government and other Governments regarding Syria.

I have the honor to inform Your Excellency that the French Government has limited itself in this respect to giving the Italian Government the assurances which the latter has requested in regard to the interests with which it is charged. The French Government has stated that it would consider favorably the establishment between Syria, on the one hand, and the Island of Rhodes and other territories over which Italy has rights in the Eastern Mediterranean, on the other, of a system of coastwise shipping, similar to that which through proximity may grow up between Syria and Palestine. It has also confirmed, in conformity moreover with the principles of the mandate, that the advantages obtained by Italy in the settlement of peace in the Orient did not deprive her of the benefit of the economic equality ensured in Syria to all members of the League of Nations.

Consequently, the following explanations have been furnished the Italian Government:

"Within the limit of its powers and its obligations as a mandatory power, the French Government will apply itself to prevent any provision of the legislation of Syria and the Lebanon from aiming to impose upon aliens in Syria or the Lebanon a change of nationality, with the exception of any change resulting from marriage.

The object of article XI of the mandate for Syria is not to exclude the participation of Italian enterprise in the public works and services, and works of public utility, nor in the development of the natural resources of the country when the administration does not proceed with them directly itself. In case of such participation, the French Government would be disposed to consider favorably the conclusion of an agreement with the Royal Government to regulate the conditions of Italian labor which would as a consequence be admitted into Syria.

The French Government gives the Italian Government the assurance that the definitive judicial organization in Syria and the Lebanon will provide that the tribunals to which aliens will be subject will be composed of a majority of French judges, except in the case of suits of little importance, against the judgments in which, however, appeal may be brought before courts which have a majority of French judges.

The French Government gives to the Italian Government the assurance that the object of article X of the mandate for Syria and the Lebanon will not be to prevent the opening of new Italian schools or to limit the right of these schools to receive pupils from other communities. The supervision of the mandate will be limited strictly to what is required by public order and good administration. It adds that there is no intention of authorizing any arbitrary intervention in the internal affairs of any faith.

The French Government assures the Royal Government that Italian schools, orphanages, asylums, hospitals, and dispensaries will enjoy in Syria and the Lebanon free customs entry, with the exception of those institutions which carry on agricultural or industrial enterprises having a commercial character.

Goods amounting to a sum which is to be determined, imported for the personal use of the members of such institutions, will be admitted free of customs duty.

It is understood that the present advantages will only be granted in the measure that, and as long as, the conditions attached to them are strictly observed in letter and in spirit."

The foregoing assurances being in conformity with the provisions of the mandate and their benefit being assured to the United States of America as to all the members of the League of Nations by article 2 of the draft Franco-American convention, and by article 11 of the mandate, I am pleased to believe, Mr. Ambassador, that the Federal Government will deem it possible to proceed shortly with the negotiations for the conclusion of a convention, the terms of which I am happy to have established with Your Excellency.

Kindly accept [etc.]

POINCARÉ

The American Ambassador to the Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
PARIS, *December 18, 1923*

No. 2509

MONSIEUR LE PRESIDENT DU CONSEIL,

My Government has been gratified to note from your communication of November 2nd, the desire of the French Government to proceed promptly to the conclusion of a Convention with respect to the mandate for Syria and the Lebanon, and considers that the communication which Your Excellency was good enough to address to me under date of November 2nd, and the draft Convention enclosed with your communication, furnish a satisfactory basis for such action.

Note has been taken of the statement in your communication of November 2nd, that the benefits of the Agreement which your Government has reached with Italy as therein outlined would be assured to the United States of America. I assume that your Government would also be prepared to accord to the United States Government and to American nationals most favored nation treatment not only as regards the recent agreement with Italy, but with respect to any other agreements relating to Syria and the Lebanon which might be concluded by the Mandatory Power with other Governments.

On this understanding, which my Government will be happy to have the French Government confirm, it will be possible to proceed to the signing of the Convention with certain modifications stated below.

Previous drafts of the proposed Convention with regard to Syria and the Lebanon contain no provision for the extending to the mandate territory of Treaties of Extradition between the United States and France. Your Excellency will recall that such provision is made in the Conventions relating to Togoland and the Cameroons, and my Government considers that it would be desirable to add an article to the Convention similar to Article Six of those Conventions. Further, it is suggested for the consideration of the French Government, that it would be desirable to provide that the consular convention between the United States and France should be applicable to Syria and the Lebanon.

In case the French Government is in agreement on the above-mentioned points, the following article, to be numbered Article Seven, (the present Article Seven to be Article Eight), might be inserted:

"The provisions of all Extradition or Consular Treaties or Conventions which may be in force between the United States and France shall apply to the mandated territory."

The French Government will undoubtedly appreciate the importance of safeguarding the position of consular officers, particularly in a territory such

as Syria where capitulatory rights have long been enjoyed and my Government is confident that France, as the Mandatory Power in Syria, will take the necessary measures to effect this. It would be particularly gratifying to my Government if in addition to extending to Syria and the Lebanon the Consular Convention, the French Government would see its way to indicate its intention to assure the special immunities and privileges of Consular officers in this mandate territory.

I am further instructed to inform Your Excellency that my Government is prepared to send me full powers for the prompt signature of the Convention in the form in which it was communicated with your Note of November 2nd, with the addition of the Article suggested above.

With assurances of my high regard,

I have the honor to be, Monsieur le President du Conseil, Your Excellency's obedient servant,

MYRON T. HERRICK

His Excellency
Monsieur POINCARÉ
*President of the Council,
Minister for Foreign Affairs,
Paris*

The Minister of Foreign Affairs to the American Ambassador

[TRANSLATION]

MINISTRY FOR FOREIGN AFFAIRS
POLITICAL DIVISION

PARIS, *April 4, 1924*

MR. AMBASSADOR:

By your letter of December 18th last, Your Excellency was good enough to make known the points which your Government would like to have defined in view of the conclusion of the convention relative to the Mandate of France in Syria and the Lebanon.

The Federal Government would like to receive the assurance that its nationals, as well as itself, will benefit in these countries by the most favorable treatment resulting not only from the Agreement recently concluded between France and Italy, but by all other agreements or conventions which may be concluded between the French Government and other governments concerning Syria and the Lebanon. The French Government willingly gives this assurance to the Government of the United States of America.

In the second place, the Federal Government desires that it should be agreed that the extradition treaties concluded between the United States and France should be applicable to the Syrian and Lebanon territories. I have the honor to point out to Your Excellency that Article 7 of the Mandate provides that: "while awaiting the conclusion of special extradition conven-

tions, the extradition treaties in force between foreign Powers and the Mandatory shall be applied in the territories of Syria and the Lebanon". On this account, the extradition treaties between the United States and France are already applicable and would only cease to be so if the Federal Government should desire to have substituted therefor a convention applying especially to the mandated countries.

Lastly, the Federal Government expresses the desire that the Consular Convention in force between the United States and France may also be applicable to Syria and the Lebanon and especially those of its provisions which refer to the immunities and privileges of consuls. The French Government would very willingly introduce a clause on this subject into the draft convention to be concluded with the United States of America if, on account of the peculiar regime of the mandated countries, the insertion of this clause in a convention might not cause reactions, as regards a still undetermined number of other states, whose bearing it is difficult to foresee. Therefore, the French Government thinks it preferable to give in the present letter to the Federal Government the assurance that it will see no objection to the establishment, in any part of Syria and the Lebanon where the Federal Government might deem it useful, of consuls, vice-consuls and consular agents of the United States who will enjoy the treatment accorded by international custom. It also gives the assurance that as far as the privileges and immunities attached to their duties are concerned, the consuls and vice-consuls of the United States will benefit by all the existing provisions of the Franco-American Convention of 1853,⁴ it being understood that the said consuls and vice-consuls shall be citizens of the United States.

I would be much obliged if Your Excellency would be good enough to inform me if these assurances, as well as those contained in my communication of November 2, 1923, give satisfaction to the Federal Government and allow it to proceed to the signature of the draft convention drawn up on July 13, 1922, with the sole changes in wording proposed by Your Excellency and which have just been made therein.

Please accept, Mr. Ambassador, the assurances of my very high consideration.

R. POINCARÉ

His Excellency

Mr. MYRON T. HERRICK,

*Ambassador of the United States of America
at Paris.*

⁴ Convention signed at Washington Feb. 23, 1853 (TS 92, *ante*, p. 834).

The American Ambassador to the Minister of Foreign Affairs

No. 2675

PARIS, April 4, 1924

MONSIEUR LE PRÉSIDENT DU CONSEIL,

In previous communications dated October 24th and December 18th 1923, I have had the honor to bring to Your Excellency's attention the desire of my Government that the existing provisions of the Extradition Treaty of 1909⁵ and the Consular Convention of 1853 between the United States and France should be reciprocally extended to the United States and to Syria and the Lebanon by an appropriate provision to this effect in the proposed convention. With regard to the Mandate, it is my understanding that, for reasons which have already been explained, it is not the desire of your Government to include such a proposal, but that the French Government is prepared to assure to the United States and to American nationals in the mandated territory the rights and privileges provided under the Treaty and Convention respectively.

I am instructed by my Government to express its appreciation of the assurances of the French Government in this respect and to state that, on the basis of this understanding and of the assurances which you have embodied in your communication of November 2, 1923, and of April 4, 1924, it is prepared to proceed to the signature of the convention.

In order, however, that there may be no misunderstanding with regard to the position of nationals of Syria and the Lebanon in the United States, my Government desires me to state that the provisions of the Consular Convention of 1853 would not be applicable with respect to such nationals in the absence of a treaty provision specifically providing for such application, and that, furthermore, the Government of the United States could not assure the application to such nationals in the United States of the provisions of the Extradition Treaty of 1909 in the absence of a treaty provision so providing. At the same time I take pleasure in informing you that, upon the conclusion and ratification of the mandate convention, my Government will raise no objection to the assumption by the diplomatic and consular officers of France of the protection of the interests of the nationals of Syria and the Lebanon in the United States.

I have the honor to be,

Your Excellency's obedient servant,

MYRON T. HERRICK

[SEAL]

His Excellency

M. RAYMOND POINCARÉ,

*President of the Council,**Minister for Foreign Affairs,**Paris.*

⁵ Treaty signed at Paris Jan. 6, 1909 (TS 561, *ante*, p. 872).

SUPPRESSION OF SMUGGLING

Convention signed at Washington June 30, 1924

Senate advice and consent to ratification December 12, 1924

Ratified by the President of the United States December 30, 1924

Ratified by France March 1, 1927

Ratifications exchanged at Washington March 12, 1927

Entered into force March 12, 1927

Proclaimed by the President of the United States March 12, 1927

45 Stat. 2403; Treaty Series 755

The President of the United States of America and the President of the French Republic being desirous of avoiding any difficulties which might arise between them in connection with the laws in force in the United States on the subject of alcoholic beverages have decided to conclude a Convention for that purpose, and have appointed as their Plenipotentiaries:

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

The President of the French Republic: Mr. J. J. Jusserand, Ambassador of the French Republic to the United States;

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

ARTICLE I

The High Contracting Parties respectively retain their rights and claims, without prejudice by reason of this agreement, with respect to the extent of their territorial jurisdiction.

ARTICLE II

(1) The President of the French Republic agrees that France will raise no objection to the boarding of private vessels under the French 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 effected.

(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 French 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 French vessel for compensation on the grounds that it has suffered loss or injury through the improper or unreasonable exercise of the rights conferred by Article II of this Treaty or on the ground that it has not been given the benefit of Article III shall be referred for the joint consideration of two persons, one of whom shall be nominated by each of the High Contracting Parties.

Effect shall be given to the recommendations contained in any such joint report. If no joint report can be agreed upon, the claim shall be referred to an umpire selected by the two Governments; should they fail to agree on the choice of that umpire, it 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, 1907.¹ The Arbitral Tribunal shall be constituted in accordance with Article 87 (Chapter IV) and with Article 59 (Chapter III) of the said Convention. The proceedings shall be regulated by so much of Chapter IV of the said Convention and of Chapter III thereof (special regard being had for Articles 70 and 74, but excepting Articles 53 and 54) as the Tribunal may consider to be applicable and to be consistent with the provisions of this agreement. All sums of money which may be awarded by the Tribunal on account of any claim shall be paid within eighteen months after the date of the final award without interest and without deduction, save as hereafter specified. Each Government shall bear its own expenses. The expenses of the Tribunal shall be defrayed by a ratable deduction of the amount of the sums awarded by it, at a rate of five per cent on such sums, or at such lower rate as may be agreed upon between the two Governments; the deficiency, if any, shall be defrayed in equal moieties by the two Governments.

ARTICLE V

This Treaty shall be subject to ratification and shall remain in force for a period of one year from the date of the exchange of ratifications.

Three months before the expiration of the said period of one year, either of the High Contracting Parties may give notice of its desire to propose modifications in the terms of the Treaty.

If such modifications have not been agreed upon before the expiration of the term of one year mentioned above, the Treaty shall lapse.

If no notice is given on either side of the desire to propose modifications, the Treaty shall remain in force for another year, and so on automatically, but subject always in respect of each such period of a year to the right on either side to propose as provided above three months before its expiration modifications in the Treaty, and to the provision that if such modifications are not agreed upon before the close of the period of one year, the Treaty shall lapse.

ARTICLE VI

In the event that either of the High Contracting Parties shall be prevented either by judicial decision or legislative action from giving full effect to the provisions of the present Treaty the said Treaty shall automatically lapse, and, on such lapse or whenever this Treaty shall cease to be in force, each High Contracting Party shall enjoy all the rights which it would have possessed had this Treaty not been concluded.

The present Convention shall be duly ratified by the President of the United States of America, by and with the advice and consent of the Senate thereof, and by the President of the French Republic in accordance with

¹ TS 536, *ante*, vol. 1, p. 577.

the constitutional laws of France; and the ratifications shall be exchanged at Washington as soon as possible.

In witness whereof, the respective Plenipotentiaries have signed the present Convention in duplicate in the English and French languages and have thereunto affixed their seals.

Done at the city of Washington this thirtieth day of June, one thousand nine hundred and twenty-four.

CHARLES EVANS HUGHES	[SEAL]
JUSSERAND	[SEAL]

WAR MEMORIALS IN MILITARY CEMETERIES

Exchange of notes at Paris May 24 and July 11 and 12, 1924

Entered into force July 12, 1924

*Confirmed and continued in force by exchange of notes at Paris August 7 and October 19, 1946*¹

Department of State files

The American Ambassador to the Minister of Foreign Affairs

No. 2768

PARIS, May 24, 1924

EXCELLENCY:

By direction of my Government I have the honor to inform Your Excellency that by an Act of Congress approved March 4, 1923,² a copy of which is enclosed, a commission to be known as the American Battle Monuments Commission was created and established. Section 2 of the Act makes it the duty of the Commission to prepare plans and estimates for the erection of suitable memorials to mark and commemorate the services of the American forces in Europe, and to erect memorials at such places as the Commission shall determine, including works of architecture and art in the American cemeteries in Europe, as well as to secure such photographs of the terrain of the various battlefields of Europe upon which units of the armed forces of the United States were actively engaged with the enemy as will complete the historical photographic record of the operations of such units.

It is considered by the Commission, the Chairman of which is General Pershing, a matter of great importance that all war memorials erected by Americans in Europe be of such a nature as to fittingly represent the United States. In order to insure this, it will be necessary to have government supervision over the designs, materials and inscriptions of such memorials.

In the legislation creating the American Battle Monuments Commission, an attempt was made to obtain this supervision by the following section in the legislation:

"Sec. 8. That the commission is authorized and directed to cooperate with American citizens, States, municipalities, or associations desiring to

¹ *Post*, p. 1191.

² 42 Stat. 1509.

erect war memorials in Europe in such manner as may be determined by the commission: *Provided*, That no assistance in erecting any such memorial shall be given by any administrative agency of the United States unless the plan has been approved in accordance with the provisions of this Act."

I therefore have the honor to ask whether it would be possible for the appropriate French authorities to take such steps as may be necessary to prevent the erection of war memorials in France by Americans unless these memorials have had the approval of the American Battle Monuments Commission.

My Government has been informed by the Secretary of the Commission that upon the request of the British organization in charge of British war memorials in France, the French authorities have taken action similar to that which is now requested.

With assurances of my high regard I have the honor to be,
Your Excellency's most humble and obedient servant,

For the Ambassador:
SHELDON WHITEHOUSE

His Excellency,
M. RAYMOND POINCARÉ,
President of the Council,
Minister for Foreign Affairs,
Paris.

The Ministry of Foreign Affairs to the American Embassy

[TRANSLATION]

FRENCH REPUBLIC
MINISTRY FOR FOREIGN AFFAIRS

JULY 11, 1924

In its note dated May 24th last, the Embassy of the United States of America was good enough to inform the Ministry for Foreign Affairs that it would be the duty of the American Battle Monuments Commission, by virtue of an Act of Congress, to prepare plans and estimates for the erection of memorials destined to commemorate the services of the American forces in France, including memorials to be erected in the American cemeteries.

The Embassy requested that the competent French authorities take the necessary steps to prevent the erection of war memorials by Americans, unless previously authorized by the American Battle Monuments Commission.

The Ministry of Pensions, to which this request was transmitted, calls attention to the fact that in accordance with the provisions of the Decree of November 18, 1922, the erection of memorials of the War of 1914–1918, may be authorized under the following conditions:

By the Ministry of Pensions, Premiums and War Allowances, in national cemeteries;

By the Ministry of War, and eventually by that of Marine, after approval of the Ministry of the Interior, and Public Instruction and Fine Arts, outside of cemeteries, when it is a question of perpetuating the memory of important events of the war or commemorating on the premises bravery or heroic deeds.

As regards its administration, the Ministry of Pensions states that no authorization for the erection of a memorial in any military cemetery will be given to American citizens, if the American Battle Monuments Commission has not specifically consented to the erection of such a memorial.

As regards the question of memorials outside cemeteries, the Ministry of War, which is the competent authority in the matter, has been informed, and as soon as its reply is received by the Ministry for Foreign Affairs, the latter will not fail to transmit it to the Embassy of the United States. But the Ministry of the Interior, which is also concerned, has already stated that it has no objection, in so far as it is concerned, to a favorable consideration of the request of the Embassy of the United States.

EMBASSY OF THE UNITED STATES OF AMERICA

Paris

The Ministry of Foreign Affairs to the American Embassy

[TRANSLATION]

FRENCH REPUBLIC
MINISTRY FOR FOREIGN AFFAIRS

In its note of the 11th of this month, the Ministry for Foreign Affairs informed the Embassy of the United States that the Ministry of Pensions, Premiums and War Allowances, would take the necessary steps to prevent the erection of war memorials in national military cemeteries by American citizens, unless previously authorized by the American Battle Monuments Commission.

As regards the erection of memorials outside of cemeteries, the Ministry for Foreign Affairs has the honor to inform the Embassy of the United States today that, according to a communication from the Ministry of War, similar steps will be taken by the competent authorities.

PARIS, July 12, 1924

EMBASSY OF THE UNITED STATES OF AMERICA

Paris

TREATMENT OF AMERICAN CITIZENS
ARRESTED IN SYRIA
(WEYGAND-KNABENSHUE AGREEMENT)

Exchange of notes at Beirut September 3 and 17, 1924

*Entered into force September 17, 1924*¹

Agreed procedure approved by Department of State November 5, 1924

Department of State files

The American Consul General to the French High Commissioner

SEPTEMBER 3, 1924

His Excellency

THE FRENCH HIGH COMMISSIONER,
Beirut.

EXCELLENCY:

I have the honor to refer to my letter of September 3, 1924, relating to the case of Mr. Maroon A. Ina, an American citizen, who is being confined in the prison at Zahleh on the charge of highway robbery.

This case gives rise to several questions involving the arrest, trial and imprisonment of American citizens under the mandatory regime, and which I hope Your Excellency will take under consideration with a view to establishing a procedure more compatible with a system of justice to which foreigners have been accustomed and to which they are entitled.

May I ask, therefore, that:

1st. When a person is arrested who declares to the Police authorities, upon his arrest, that he is an American citizen, the said authorities should immediately communicate the accused's declaration of nationality through appropriate channels to the nearest American Consulate for confirmation?

2nd. Upon the establishment by the Consular authorities of the American nationality of the accused, his case should be immediately examined or at

¹ Existing rights of the United States and its nationals were recognized and continued in effect by the agreement between the United States and Syria of Sept. 7 and 8, 1944 (EAS 434, *post*, SYRIA).

least re-examined by a French magistrate in order that it may be determined whether there is sufficient evidence against the accused to bring him to trial.

3rd. If in the opinion of the French magistrate there is not sufficient evidence to warrant bringing the accused to trial, he should be released immediately.

4th. If in the opinion of the magistrate, there is sufficient evidence to warrant his being committed for trial, he should be given the right of being released from custody upon giving bail binding himself to appear before where the accused is charged with the commission of the more heinous crimes.

5th. Inasmuch as, in accordance with the agreements between the United States and France as contained in notes verbales exchanged between the French Government and the American Embassy at Paris, American citizens are entitled to trial by a court composed of a majority of French judges it is suggested that a procedure should be adopted which would automatically bring such cases before such a court without the necessity for special instructions to be given in each specific case.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

P. KNABENSHUE

The American Consul General to the French High Commissioner

SEPTEMBER 3, 1924

His Excellency

THE FRENCH HIGH COMMISSIONER,
Beirut.

EXCELLENCY:

I have the honor to inform Your Excellency that Mr. Maroon A. Ina, an American citizen, bearer of Passport No. 450035, dated June 26, 1924, and issued by the Secretary of State at Washington, was arrested about 35 days ago on the charge of highway robbery and has been confined since that day in the prison at Zahleh.

It appears that Mr. Ina declares that he is innocent of the charge against him, and that, when brought before the examiner at Zahleh, he demanded that his case be appealed to "La Chambre des Mises en Accusation." I am informed that this case has been before "La Chambre des Mises en Accusation" for at least 25 days, and up to date no action has as yet been taken. In the meantime the accused is forced to remain in prison.

Mr. Ina also alleges that he has been falsely accused of a crime which he did not commit and is being unduly detained in prison because of improper influences which have been brought to bear against him.

Under the circumstances, may I ask that Your Excellency be good enough to cause an investigation to be made in this case?

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

P. KNABENSHUE

The French High Commissioner to the American Consul General

[TRANSLATION]

HAUT COMMISSARIAT DE LA
REPUBLIQUE FRANCAISE
EN SYRIE ET AU LIBAN

Bureau Diplomatique
Cabinet

No. 5152

ALEX, September 17, 1924

MONSIEUR LE CONSUL GENERAL,

In your letter of September 3, 1924, you were good enough to draw my attention to the case of Mr. Maroon A. Ina, an American citizen, who was imprisoned at Zahleh, while awaiting trial, for being implicated in brigandage.

I have the honor to inform you that the case in question was intrusted to the French examining magistrate, a certain number of foreigners being implicated therein. This magistrate, besides, referred subsequently this case to the War Council, the events in question having occasioned the death of a French non-commissioned officer. The number of persons who participated in this crime necessitates a considerable investigation. This explains why the imprisonment, before the trial, has lasted.

You will, however, agree with me that, considering the importance of these facts and the primordial interest for the country to put an end to the custom of brigandage which still exists in some backward villages, it is necessary that the Court be able to act freely with the reservation, however, of the safeguards provided for in the treaties and laws regarding individual freedom.

I am, besides, disposed to enjoin to the States under mandate the suggestions you proposed:

1st. When a person is arrested who declares to the Police authorities, upon his arrest, that he is an American citizen, the local authorities should immediately communicate this declaration to the nearest American Consulate for confirmation.

2nd. Upon the establishment by the American Consular Authorities of his American nationality, his case will be immediately brought before the French examining magistrate who will examine it, according to the law, and will verify whether there is sufficient evidence against the accused to bring him to trial;

3rd. If there is not sufficient evidence to warrant bringing the accused to trial, he will be released immediately. If there is sufficient evidence of delinquency or crime, the law will determine the cases in which the releasing from custody upon giving bail is a right or an option. This law will be applied to American citizens in the largest spirit of toleration.

4th. The agreement between the United States and France,² granting to American citizens the same rights as to subjects of the other States which are members of the League of Nations, states that Americans must be judged by the Courts instituted in ordinances 2029 and 2030, i.e. by the Courts which include French Judges, and before which a party can request, if he wishes, that the majority of the judges be French.

Please accept etc . . .

WEYGAND

² Convention signed at Paris Apr. 4, 1924 (TS 695, *ante*, p. 925).

DEBT FUNDING

Agreement signed at Washington April 29, 1926
Ratified by France July 26, 1929
*Approved by Act of Congress of December 18, 1929*¹
Operative from June 15, 1925
*Modified by agreement of June 10, 1932*²

Treasury Department print

AGREEMENT

Made the 29th day of April, 1926, at the City of Washington, District of Columbia, between the FRENCH REPUBLIC, hereinafter called France, party of the first part, and THE UNITED STATES OF AMERICA, hereinafter called the United States, party of the second part

WHEREAS, France is indebted to the United States as of June 15, 1925, upon obligations in the aggregate principal amount of \$3,340,516,043.72, together with interest accrued and unpaid thereon; and

WHEREAS, France desires to fund said indebtedness to the United States, both principal and interest, through the issue of bonds to the United States, and the United States is prepared to accept bonds from France upon the terms hereinafter set forth;

Now, therefore, in consideration of the premises and of the mutual covenants herein contained, it is agreed as follows:

1. *Amount of Indebtedness.* The amount of indebtedness to be funded, after allowing for certain cash payments made or to be made by France is \$4,025,000,000, which has been computed as follows:

Principal of obligations held for cash advanced under Liberty Bond Acts.	\$2, 933, 405, 070. 15	
Accrued and unpaid interest at 4¼% to December 15, 1922.....	445, 066, 027. 49	
		\$3, 378, 471, 097. 64
Principal of obligations given for surplus war supplies purchased on credit	407, 341, 145. 01	
Interest at 4¼% from the last interest-payment date prior to December 15, 1922, to December 15, 1922.....	6, 324, 940. 79	413, 666, 085. 80
Total indebtedness as of December 15, 1922.....		\$3, 792, 137, 183. 44

¹ 46 Stat. 48.

² *Post*, p. 987.

Accrued and unpaid interest at 3% per annum on this amount from December 15, 1922, to June 15, 1925		\$284, 410, 288. 75
Total indebtedness as of June 15, 1925		\$4, 076, 547, 472. 19
Credits:		
Payments received on account of inter- est between December 15, 1922, and June 15, 1925.....	\$50, 917, 643. 13	
Payments on account of principal since December 15, 1922.....	230, 171. 44	
Interest on principal payments at 3% per annum from date of payment to June 15, 1925.....	12, 970. 73	51, 160, 785. 30
Net indebtedness as of June 15, 1925		\$4, 025, 386, 686. 89
To be paid in cash upon execution of agreement.....		386, 686. 89
Total indebtedness to be funded into bonds.....		\$4, 025, 000, 000. 00

2. *Payment.* In order to provide for the payment of the indebtedness thus to be funded France will issue to the United States at par bonds of France in the aggregate principal amount of \$4,025,000,000, dated June 15, 1925, and maturing serially on the several dates and in the amounts fixed in the following schedule:

June 15—		June 15—	
1926	\$30, 000, 000. 00	1958	\$65, 426, 259. 21
1927	30, 000, 000. 00	1959	55, 474, 298. 82
1928	32, 500, 000. 00	1960	57, 138, 527. 79
1929	32, 500, 000. 00	1961	58, 852, 683. 62
1930	35, 000, 000. 00	1962	60, 618, 264. 13
1931	1, 350, 000. 00	1963	62, 436, 812. 05
1932	11, 363, 500. 00	1964	64, 309, 916. 42
1933	21, 477, 135. 00	1965	66, 239, 213. 91
1934	36, 691, 906. 35	1966	58, 764, 122. 05
1935	42, 058, 825. 41	1967	60, 820, 866. 32
1936	52, 479, 413. 67	1968	62, 949, 596. 64
1937	63, 004, 207. 80	1969	65, 152, 832. 52
1938	68, 634, 249. 88	1970	67, 433, 181. 66
1939	74, 320, 592. 38	1971	69, 793, 343. 02
1940	80, 063, 798. 30	1972	72, 236, 110. 02
1941	51, 728, 872. 58	1973	74, 764, 373. 88
1942	57, 763, 450. 02	1974	77, 381, 126. 96
1943	58, 918, 719. 03	1975	80, 089, 466. 40
1944	60, 097, 093. 41	1976	82, 892, 597. 73
1945	61, 299, 035. 28	1977	85, 793, 838. 65
1946	62, 525, 015. 98	1978	88, 796, 623. 00
1947	63, 775, 516. 30	1979	91, 904, 504. 81
1948	65, 051, 026. 63	1980	95, 121, 162. 48
1949	66, 352, 047. 16	1981	98, 450, 403. 16
1950	67, 679, 088. 10	1982	101, 896, 167. 27
1951	55, 040, 837. 33	1983	105, 462, 533. 13
1952	56, 416, 858. 27	1984	109, 153, 721. 79
1953	57, 827, 279. 71	1985	112, 974, 102. 05
1954	59, 272, 961. 71	1986	116, 928, 195. 62
1955	60, 754, 785. 76	1987	113, 694, 786. 64
1956	62, 273, 655. 40		
1957	63, 830, 496. 79	Total	\$4, 025, 000, 000. 00

PROVIDED, HOWEVER, That France, at its option, upon not less than ninety days' advance notice to the United States, may postpone so much of any payment on account of principal and/or interest falling due in any one year as hereinabove provided after June 15, 1926, and prior to June 16, 1932, as shall be in excess of \$20,000,000 in any one year, to any subsequent June 15 or December 15 not more than three years distant from its due date, and upon like notice France, at its option, may postpone any payment on account of principal falling due as hereinafter provided after June 15, 1932, to any subsequent June 15 or December 15 not more than three years distant from its due date, but any such postponement shall be only on condition that in case France shall at any time exercise this option as to any payment of principal and/or interest, the payment falling due in the third succeeding year can not be postponed at all unless and until the payment of principal and/or interest due three years, two years and one year previous thereto shall actually have been made. All such postponed payments shall bear interest at the rate of $4\frac{1}{4}\%$ per annum payable semiannually.

3. *Form of Bond.* All bonds issued or to be issued hereunder to the United States shall be payable to the Government of the United States of America, or order, and shall be signed for France by its Ambassador at Washington, or by its other duly authorized representative. The bonds shall be substantially in the form set forth in the exhibit hereto annexed and marked "Exhibit A", and shall be issued in 62 pieces with maturities and in denominations as hereinabove set forth and shall bear no interest until June 15, 1930, and thereafter shall bear interest at the rate of 1% per annum from June 15, 1930, to June 15, 1940; at the rate of 2% per annum from June 15, 1940, to June 15, 1950; at the rate of $2\frac{1}{2}\%$ per annum from June 15, 1950, to June 15, 1958; at the rate of 3% per annum from June 15, 1958, to June 15, 1965, and at the rate of $3\frac{1}{2}\%$ per annum after June 15, 1965, all payable semiannually on June 15 and December 15 of each year.

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 France, 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 France 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 France or any political or local taxing authority within France, 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 France, or (c) a corporation not organized under the laws of France.

6. *Payments before Maturity.* France, 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 France at the time of the payment.

7. *Exchange for Marketable Obligations.* France 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. France 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 France, will first offer them to France for purchase at par and accrued interest, if any, and France 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. France 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 France or elsewhere, and that if requested by the Secretary of the Treasury of the United States, it will use its good offices to secure the listing of the bonds on such stock exchanges as the Secretary of the Treasury of the United States may specify.

8. *Cancellation and Surrender of Obligations.* Upon the execution of this Agreement, the delivery to the United States of the principal amount of bonds of France to be issued hereunder, together with satisfactory evidence of authority for the execution of this Agreement by the representative of France and for the execution of the bonds to be issued hereunder, the United States will cancel and surrender to France at the Treasury of the United States in Washington, the obligations of France held by the United States.

9. *Notices.* Any notice, request, or consent under the hand of the Secretary of the Treasury of the United States, shall be deemed and taken as the notice, request, or consent of the United States, and shall be sufficient if delivered at the Embassy of France at Washington or at the office of the Ministry of Finance at Paris; and any notice, request, or election from or by France shall be sufficient if delivered to the American Embassy at Paris 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.* France 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 France 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 France has caused this Agreement to be executed on its behalf by Hon. Henry Bérenger, its Ambassador Extraordinary and Plenipotentiary at Washington, thereunto duly authorized, subject, however, to ratification in France, 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, 1922,³ as amended by the Act of Congress approved February 28, 1923,⁴ and as further amended by the Act of Con-

³ 42 Stat. 363.

⁴ 42 Stat. 1325.

gress approved January 21, 1925,⁵ all on the day and the year first above written.

The French Republic

By HENRY BÉRENGER

The United States of America

For the World War Foreign Debt Commission:

By ANDREW W. MELLON

*Secretary of the Treasury and
Chairman of the Commission*

Approved:

CALVIN COOLIDGE,
President.

EXHIBIT A

(Form of Bond)

THE REPUBLIC OF FRANCE

\$

No.

The Republic of France, hereinafter called France, for value received, promises to pay to the Government of the United States of America, hereinafter called the United States, or order, on June 15, 19 , the sum of Dollars (\$), and to pay interest upon said principal sum after June 15, 1930, at the rate of 1% per annum from June 15, 1930, to June 15, 1940, at the rate of 2% per annum from June 15, 1940, to June 15, 1950, at the rate of 2½% per annum from June 15, 1950, to June 15, 1958, at the rate of 3% per annum from June 15, 1958, to June 15, 1965, and at the rate of 3½% per annum after June 15, 1965, all payable semiannually on the 15th day of December and June in each year. 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 France, 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 France or any political or local taxing authority within France, 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 France, or (c) a corporation not organized under the laws of France. 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 April 29, 1926, between France and the United States, to which Agreement this bond is subject and to which reference is hereby made.

IN WITNESS WHEREOF, France has caused this bond to be executed in its behalf by its Ambassador Extraordinary and Plenipotentiary at Washington, thereunto duly authorized, as of June 15, 1925.

THE FRENCH REPUBLIC:

By

Ambassador Extraordinary and Plenipotentiary

⁵ 43 Stat. 763.

DOUBLE TAXATION: SHIPPING PROFITS

Exchange of notes at Washington June 11 and July 8, 1927

Entered into force July 8, 1927; operative from January 1, 1921

47 Stat. 2604; Executive Agreement Series 12

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

[TRANSLATION]

EMBASSY OF THE FRENCH REPUBLIC
TO THE UNITED STATES

Washington, D.C., June 11, 1927

MR. SECRETARY OF STATE:

Referring to the note your Excellency was pleased to send to Mr. Claudel on April 26 last, I have the honor to inform you that the French Government on May 20 issued a decree exempting from any tax on profits the citizens of the United States and American juridical persons operating navigation concerns in France.

The decree of which your Excellency will find a copy herewith reproduces the wording quoted in my letter of January 19, which has been acknowledged by the United States Department of the Treasury as meeting the conditions required by Section 213(b)(8) of the Revenue Acts of 1921, 1924, and 1926¹ for the granting of an equivalent exemption in the United States.

I may add that it *goes into immediate effect* in France.

Under these conditions I should be glad if your Excellency would kindly give me the assurance that the French citizens and French companies will hereafter be exempt from the tax on profits derived from navigation business.

Be pleased to accept, Mr. Secretary of State, the assurances of my very high consideration.

SARTIGES

HIS EXCELLENCY,

THE HONORABLE FRANK B. KELLOGG,
Secretary of State of the United States,
Washington, D.C.

¹ 44 Stat. 25.

[ENCLOSURE—TRANSLATION]

The President of the French Republic,
On the report of the President of the Council, Minister of Finance,
Considering Article 5 of the finance law of April 29, 1926,
Decrees:

Art. 1. Citizens of the United States of America not domiciled on the territory of the French Republic, as well as juridical persons organized in the United States of America, who exploit within the limits of the territory of the French Republic, navigation enterprises, with ships navigating under the American flag, are exonerated from any tax on the profits accruing exclusively from navigation.

This exoneration, which, by way of reciprocity, shall take effect from January 1, 1921, concerns, notably, the tax on industrial and commercial profits instituted by heading 1 of the law of July 31, 1917, and the tax on income prescribed by the law of June 29, 1872, and the decree of December 6, 1872, as payable by foreign companies, whose shares are not quoted, but who possess movable or immovable property situated in France.

Art. 2. The present decree will be submitted to the ratification of the Chambers, in conformity with the provisions of Article 5 of the law of April 29, 1926.

Art. 3. The President of the Council, Minister of Finance, is charged with the execution of the present decree, which will be published in the *Journal Officiel* and inserted in the *Bulletin des Lois*.

Done at Paris, May 20, 1927.

GASTON DOUMERGUE

By the President of the Republic:
The President of the Council,
Minister of Finance,
RAYMOND POINCARÉ

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

DEPARTMENT OF STATE
WASHINGTON, July 8, 1927

SIR:

With further reference to your Embassy's note of June 11, 1927, relative to the proposed reciprocal exemption from taxation by the Governments of the United States and France of the income of French and American nationals derived from shipping, I have the honor to inform you that I am now in receipt of a communication from the Treasury Department dated July 7, 1927, concerning the matter, from which I quote the following:

"I have the honor to acknowledge receipt of your letters dated June 18, 1927 (SO 811.512351 Shipping/10) and June 23, 1927 (SO 811.512351 Shipping/11), with further reference to previous correspondence relative to the proposed reciprocal exemption from taxation by the Governments of the United States and France of the income of French and American nationals respectively, derived from the operation of ships. Attached to your letter of June 18, 1927, there is a copy of a despatch dated May 24, 1927, from the American Embassy at Paris, enclosing a copy and translation of a decree of the French Government dated May 20, 1927, exempting the income of American ship owners from taxation. Attached to your letter of June 23, 1927, there is a copy of the decree issued by the French Government on May 20, 1927, and published in the *Official Journal* of the French Republic of May 23 and 24, 1927.

You request to be informed whether the decree is satisfactory, in order that you may advise the Chargé d'Affaires of the French Embassy that French citizens, not residents in United States and French corporations will be exempt from income taxes on profits derived from shipping.

The decree adopted May 20, 1927, follows the wording of the decree submitted to this Department with your letter of March 26, 1927. You were advised on April 9, 1927, that the decree if adopted in the form submitted would meet the equivalent exemption requirements of section 213(b)(8) of the Revenue Acts of 1921, 1924, and 1926. The Chargé d'Affaires states in his note that the decree goes into immediate effect in France.

I have the honor to advise you that in view of the fact that the French Government has adopted the decree in the form submitted and it is now in effect, it is held that France satisfies the equivalent exemption provision of section 213(b)(8) of the Revenue Acts of 1921, 1924 and 1926."

It will be observed that the Treasury Department holds that in view of the fact that the French Government has adopted a decree of exemption which is now in effect, the French Government has satisfied the equivalent exemption provision of Section 213(b)(8) of the Revenue Acts of 1921, 1924, and 1926.

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

For the Secretary of State :

W. R. CASTLE, JR.

COUNT DE SARTIGES,

Chargé d'Affaires ad interim of France.

ACQUISITION OF SITES FOR AMERICAN BATTLE MONUMENTS

Agreement signed at Washington August 29, 1927

Entered into force August 29, 1927

Replaced by agreement of October 1, 1947¹

Treaty Series 757

This agreement made on August 29, 1927, by and between the Government of the United States of America, represented by John J. Pershing, General of the Armies, Chairman of the American Battle Monuments Commission, party of the first part, and the Government of the French Republic, represented by Mr. Anne-Marie Louis de Sartiges, that Government's Chargé d'Affaires ad interim at Washington, party of the second part, for the acquisition by the Government of the United States of lands intended as sites for monuments which the American Battle Monuments Commission is to erect in France, in accordance with and by the authority of the Act of Congress of the United States approved March 4, 1923,² entitled "An Act for the Creation of an American Battle Monuments Commission to Erect Suitable Memorials Commemorating the Services of the American Soldiers in Europe, and for Other Purposes", witnesses that

ARTICLE I

The French Government will acquire the real estate of which the American Battle Monuments Commission whose office is at Paris, rue Molitor, 20, will have become proprietor by virtue of the authority for this purpose which it has received from the United States Government, in view of the erection of the American commemorative monuments above mentioned.

This acquisition by the French Government from the said Commission will be accomplished for the sole price of one franc for the totality of the real estate necessary for each monument.

ARTICLE II

When the land necessary for the erection of the American memorials in question has not been acquired by the American Battle Monuments Commis-

¹ TIAS 1720, *post*, p. 1215.

² 42 Stat. 1509.

sion and if the United States Government expresses the wish, the French Government will proceed to acquire the said land if necessary and if such acquisition is possible; it being understood that in the case where certain organizations such as Communes or Departments do not consent to the transfer of their land, all necessary steps will be diligently pursued by the French Government in order to obtain the concession of the lots necessary to the end in view.

ARTICLE III

Before the French Government will undertake any procedure of acquisition or of concession of land necessary to the erection of any of the memorials in question, the authorization to erect such monument must have been given by decree in each separate case, in conformity with the procedure laid down by the Decree of November 18, 1922, and upon a request which will have been previously made by the Government of the United States.

ARTICLE IV

The negotiations provided for in Article 2, which are to be undertaken by the French Government with the owners or tenants of the lands above mentioned for the normal transfer of the said land will be pursued by a representative of the French Government (Ministry of War—appropriate Engineer District) accompanied by a representative of the Government of the United States. The normal agreements signed by the owners or tenants and bearing the written approval of the representative of the United States Government will plainly state that the formalities of acquisition and of payments will be undertaken by the French Government.

ARTICLE V

The French Government will grant without cost and in perpetuity to the Government of the United States the use and free disposal of the lands intended for the erection of the said monuments whether they belong at the present moment to the French Government or whether they have been acquired in conformity with the provisions of Articles 1 and 2 above mentioned. The land of which the French Government is able to obtain only a concession for a limited period will be conceded by it for the same period to the Government of the United States, but in this case, the representative appointed by the latter Government must have given his approval before the French Government definitely acquires the concession.

These measures, however, can never entail the prohibition of any undertakings of public works for which the public necessity will have been declared and of which the site might concern directly or not the land transferred. In this case a representative of the Government of the United States will be called upon to cooperate with the French Government in order to determine the best measures to be taken so far as the monuments are concerned.

ARTICLE VI

In the case where the Government of the United States might later decide either not to carry out a project for the erection of a monument or to remove a monument once erected, such land as has been acquired for this purpose under the present agreement and which would then be released will be sold by the French Government and the net proceeds of such land will be paid by the French Government to that of the United States.

ARTICLE VII

The land acquired in conformity with the provisions of this agreement will be exempted from all rates and taxes in conformity with Articles 105 and 106 of the Law of 3 Frimaire An VII and with the Decree of August 11, 1808.

By application of the provisions of Article 12 of the Finance Law of June 30, 1923, exemption will be granted from all taxes for stamps, registration, or mortgages, etc., for the various documents established and conveyances accomplished by the French Government having in view the acquisition or the concession of land necessary for the erection of the memorials in question.

ARTICLE VIII

The French Government will settle all difficulties which may arise with adjoining owners or tenants; it will institute and pursue any suit or sustain any defense concerning the land acquired which may thereafter appear necessary. The cost resulting therefrom being repaid to it by the Government of the United States.

It is agreed, however, that payment of damages caused by the personnel appointed by the Government of the United States for the maintenance and guarding of the American memorials or by the material belonging to it will be undertaken by the representative appointed by that Government.

ARTICLE IX

The Government of the United States will repay to the French Government the amounts which the latter will have paid, other than those provided for in paragraph 2 of Article 1, both for actual acquisitions or concessions (indemnities to owners or tenants of the land occupied) and for all other expenses occasioned by the said acquisitions or concessions.

ARTICLE X

In no case will the debts of the Government of the United States towards the French Government on account of the purchase of land necessary for the American memorials be susceptible of cancellation against any debt whatever of the French Government towards the Government of the United States.

ARTICLE XI

Repayments to the French Government will be effected as soon as possible by checks, and will provide for a receipt in the following form:

"The French Government acknowledges to have received from the Government of the United States the sum of for the purchase of the lands described hereafter, necessary for the erection of the American commemorative monument at purchase accomplished in accordance with the agreement dated of which a copy is attached hereto.

"Description of the property:

ARTICLE XII

Payments for acquisitions made under the provisions of Article 1 above mentioned will be made by checks.

They will provide for receipts in the following form:

"The Government of the United States acknowledges that the American Battle Monuments Commission has received from the French Government the sum of one franc for the purchase of land described hereafter, necessary for the erection of the American commemorative monument at this acquisition accomplished in accordance with the agreement dated of which a copy is attached hereto.

"Description of the property:

In witness whereof, the date, month and year, above mentioned, this agreement has been signed in four copies, each copy having the same value and effect as an original, by the Government of the United States represented by John J. Pershing, General of the Armies, Chairman of the American Battle Monuments Commission, and by the French Government represented by Mr. Anne-Marie Louis de Sartiges, that Government's Chargé d'Affaires ad interim at Washington.

JOHN J. PERSHING
SARTIGES

CUSTOMS

Exchange of notes at Paris November 2, 8, and 15, 1927
Entered into force November 21, 1927

1927 For. Rel. (II) 698

The Ministry for Foreign Affairs to the American Embassy

[TRANSLATION]

PARIS, November 2, 1927

The French Government has taken note with satisfaction of the *aide-mémoire* which the Embassy of the United States presented to it on October 24, 1927.¹ It is happy to find therein the assurances by virtue of which it can shortly open negotiations for a permanent treaty and grant to the products of the United States, pending these negotiations, the provisional regime on which the experts of the two countries have just agreed.

In order to avoid any lack of precision and misunderstanding with respect to these assurances, the French Government feels it opportune to recall them, indicating at the same time its interpretation thereof:

1. The Government of the United States agrees that its Tariff Commission may, in conformity with the procedure governing inquiries as to cost of production initiated by the application of Section 315 of the Tariff Act,² receive claims presented by any person, corporation or association, or in their name. The American Government is likewise disposed to transmit to its Tariff Commission requests submitted to it by the French Government in the name of its producers and consumers.

2. The Government of the United States declares itself prepared to examine in the most friendly spirit all claims submitted by the French Government concerning regulations of a sanitary nature affecting agricultural and pharmaceutical products, as well as all other import formalities in which are included the conditions and methods of passing merchandise through the customs. The French Government, moreover, assures the Government of the United States that it will examine with the same good will the claims of American exporters which may be submitted to it by the American Government.

¹ For text, see 1927 For. Rel. (II) 696.

² 42 Stat. 941.

3. The French Government takes note with particular satisfaction of the assurance of the Government of the United States that no investigation will henceforth be made by the representatives of the American Government upon French territory involving the examination of books and private documents belonging to French producers, manufacturers, or businessmen. The French Government believes that in lieu of these investigations the American Tariff Commission will be willing to take into due consideration any communication relating to the cost of production of French products which may be sent to it by the French Government or transmitted under its responsibility.

4. The French Government does not feel it necessary, with respect to the suppression of the countervailing duties recently put into force by the American Treasury Department by way of carrying out the Law of 1922, to ask for other assurances than those contained in the American note of October 24th and which the French Government interprets as promising a return to the situation existing prior to that which was created by the French Decree of August 30th. It would indeed not be equitable that, the United States being restored to a situation more favorable than that which existed prior to September 6th last, French products should not regain all the advantages which they previously enjoyed.

As soon as the Government of the United States shall have been good enough to declare that no divergence exists concerning the questions hereinabove restated, the French Government will immediately put into application by decree the provisional regime resulting from the agreement of the experts. The French Government desires to point out that this provisional regime constitutes a distinct gain for the United States since, as a result, the most-favored-nation treatment will be granted to 471 American products of especial importance which heretofore were subject to intermediary duties and since for all the other American products affected by the Decree of August 30th the former discrimination is reduced to such an extent that in many cases it is no longer appreciable.

When the provisional regime shall have been thus established, the French Government is ready to take up the negotiation of the treaty of commerce without awaiting the results of the investigations and deliberations relative to Points 1 and 2 above set forth, but, as obliged by its legislation, the French Government must again point out clearly that the conclusion of the treaty could not take place before the results of these investigations and deliberations are known to the French Government and allow it to judge from the situation created for French exportation to the United States the terms which it itself can extend to American products imported into France.

The American Embassy to the Ministry for Foreign Affairs

PARIS, November 8, 1927

The Government of the United States notes with satisfaction that the interpretation which the French Government places on the explanations and assurances contained in the American *aide memoire* of October 24, 1927, corresponds in the main to the position of the Government of the United States, and is gratified that the French Government pending negotiations is now prepared to reduce the rates of duty in respect of American products substantially to the *status quo* existing prior to September 6, 1927.

The Government of the United States is pleased to state that it accepts the interpretation which the French Government adopts, in the paragraphs numbered 1, 2 and 3 of its *aide memoire* of November 2, in summarizing the corresponding points set forth in the American *aide memoire* of October 24.

With reference to the suggestion of the French Government in the latter part of paragraph 3 of the *aide memoire*, the Government of the United States is happy to state that the United States Tariff Commission will be willing to take into due consideration any communication relating to the cost of production of French products which may be transmitted to it with the approval of the French Government.

Paragraph 4 relating to the so-called countervailing duties substantially interprets the assurance given by the Government of the United States. But just as, by reason of the recent revision of tariff rates effected by France, the new rates of duty to be applied to American goods are not precisely the same as those in force prior to September 6 last, so under the terms of existing American law it is not possible to restore the American rates to exactly their previous positions. The action, however, which the American Government under existing law is able to take, on being advised of the reduction of the French rates in question, will entail no appreciable additional burden upon French commerce, since it is estimated on the basis of the trade in 1926 that the duties to be paid on imports of French goods will be only about \$7,000 greater annually than the duties that would be paid in case the *status quo ante* of the American tariff could be completely restored. Thus there is no appreciable difference between the regime desired by the French Government and that which the Government of the United States could establish.

As soon as the French Government shall have reduced its tariff rates applicable to American commerce in accordance with the assurances given, the Government of the United States will be happy to take up at once the negotiation of a general treaty of amity and commerce. Naturally it is for the French Government to determine whether and under what conditions it will be willing to conclude a particular treaty. The Government of the United States, however, cannot agree that the removal of the remaining discriminations against American trade be indefinitely deferred, or made conditional upon the result of the investigations to be made by the Governments of the United States and France.

The Ministry for Foreign Affairs to the American Embassy

[TRANSLATION]

PARIS, November 15, 1927

The Ministry of Foreign Affairs thanks the Embassy of the United States for its *aide-mémoire* of November 8th, noting the agreement between the two Governments with regard to the interpretation to be given to points 1, 2, and 3 of the American *aide-mémoire* of October 24th. It takes note with satisfaction of this agreement as well as of the assurances respecting the measures which the Government of the United States is good enough to agree to take, both as concerns the foregoing points and the question of countervailing duties, as soon as it shall have been notified of the coming into force of the provisional customs regime contemplated by France in favor of American products. The Ministry of Foreign Affairs has the honor to make known to the Embassy that this regime will be put into application on November 21st, 1927, by virtue of a decree which will appear in the *Journal Officiel* of the French Republic.

NARCOTIC DRUGS

*Exchange of notes at Paris December 27, 1927, and January 30, 1928
Entered into force January 30, 1928*

Department of State files

The American Chargé d'Affaires ad interim to the Minister of Foreign Affairs

No. 7184

PARIS, December 27, 1927

EXCELLENCY:

I have the honor to inform Your Excellency that, on the basis of informal conversations held last September between Colonel Arthur Woods, Special Commissioner for Narcotic Research of the Treasury Department of the United States, M. Bourgeois, of the Foreign Office, and M. Delange, Contrôleur Général des Services des Recherches Judiciaires of the Sûreté Générale, in which these officials indicated the willingness of the French Government to arrange for the direct exchange of information between the officers charged with the control of the traffic in narcotic drugs in the United States and France, I have been instructed by my Government to propose to Your Excellency's Government the following arrangement:

1—The direct exchange between the Treasury Department of the United States and the corresponding office in France 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 my 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, District of Columbia.

In case this proposed arrangement should meet with the approval of Your Excellency's Government, I should be happy to be advised as to the name of the official with whom Colonel Nutt should communicate.

With assurances of my high regard, I have the honor to be, Your Excellency's obedient servant,

SHELDON WHITEHOUSE

His Excellency
Monsieur ARISTIDE BRIAND,
Minister for Foreign Affairs,
Paris.

The Minister of Foreign Affairs to the American Ambassador

[TRANSLATION]

FRENCH REPUBLIC
MINISTRY FOR FOREIGN AFFAIRS

Division of Administrative
and Technical Affairs

Sub-Division of Administrative
Affairs and of International Unions.

PARIS, *January 30, 1928*

MR. AMBASSADOR:

In reply to Your Excellency's letter of December 27, relative to conversations held in Paris last September between Colonel Arthur Woods, Special Commissioner for Narcotic Research at Washington, M. Bourgeois, and M. Delange, Controller General of the Service of Judicial Investigation, I have the honor to inform you that I see no objection to the direct exchange of information between the respective French and American offices charged with the suppression of the traffic in narcotics.

M. Delange, Controller General of the Service of Judicial Investigation, has been instructed to communicate with Colonel Woods¹ concerning the proposals formulated by Your Excellency.

Kindly accept, Mr. Ambassador, the assurances of my high consideration.

For the Minister for Foreign Affairs and
by Delegation

The Ambassador of France
Secretary General

[signature undecipherable]

His Excellency
MYRON T. HERRICK,
Ambassador of the United States at Paris.

¹ The name of Colonel Woods was inadvertently used here. The Foreign Office later informed the Embassy that due note had been taken of the fact that communication was to be with Colonel Nutt. Moreover, by note of Sept. 16, 1929, the Foreign Office informed the Embassy that M. Delange had been replaced by M. Ducloux.

ARBITRATION

Treaty signed at Washington February 6, 1928; exchange of notes at Washington March 1 and 5, 1928

Senate advice and consent to ratification March 6, 1928

Ratified by the President of the United States March 15, 1928

Ratified by France April 6, 1929

Ratifications exchanged at Washington April 22, 1929

Entered into force April 22, 1929

Proclaimed by the President of the United States April 22, 1929

46 Stat. 2269; Treaty Series 785

TREATY

The President of the United States of America and the President of the French Republic

Determined to prevent so far as in their power lies any interruption in the peaceful relations that have happily existed between the two nations for more than a century;

Desirous of reaffirming their adherence to the policy of submitting to impartial decision all justiciable controversies that may arise between them;

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;

Having in mind the treaty signed at Washington on September 15, 1914,¹ to facilitate the settlement of disputes between the United States of America and France;

Have decided to conclude a new treaty of arbitration enlarging the scope of the arbitration convention signed at Washington on February 10, 1908,² which expires by limitation on February 27, 1928, and promoting the cause of arbitration and for that purpose they have appointed as their respective Plenipotentiaries:

¹ TS 609, *ante*, p. 883.

² TS 490, *ante*, p. 870.

The President of the United States of America:

Mr. Robert E. Olds, Acting Secretary of State, and

The President of the French Republic:

His Excellency Mr. Paul Claudel, Ambassador Extraordinary and Plenipotentiary of the French Republic to the United States, who, having communicated to one another their full powers found in good and due 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 French Republic 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, as prescribed in the treaty signed at Washington, September 15, 1914, to the Permanent International Commission constituted pursuant thereto.

ARTICLE II

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 above-mentioned Permanent International Commission, 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, 1907,³ 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 France in accordance with the constitutional laws of France.

ARTICLE III

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,

³ TS 536, *ante*, vol. 1, p. 577.

(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 France in accordance with the covenant of the League of Nations.

ARTICLE IV

The present Treaty shall be ratified by the President of the United States of America by and with the advice and consent of the Senate thereof and by the President of the French Republic in accordance with the constitutional laws of the French Republic.

The ratifications shall be exchanged at Washington as soon as possible, and the treaty shall take effect on the date of the exchange of the ratifications. It shall thereafter remain in force continuously unless and until terminated by one year's written notice given by either High Contracting Party to the other.

In faith thereof the respective Plenipotentiaries have signed this treaty in duplicate in the English and French languages, both texts having equal force, and hereunto affix their seals.

Done at Washington the sixth day of February in the year of our Lord one thousand nine hundred and twenty-eight.

ROBERT E. OLDS	[SEAL]
CLAUDEL	[SEAL]

EXCHANGE OF NOTES

The Secretary of State to the French Ambassador

DEPARTMENT OF STATE
WASHINGTON, *March 1, 1928*

EXCELLENCY:

As you are aware it was not the intention or desire of the Government of the United States that the new Arbitration Treaty, which was proposed to your Government last December and signed on February 6, 1928, should be held to affect in any way the provisions of the Treaty for the Advancement of Peace signed by France and the United States on September 15, 1914, and I have understood that the Government of the French Republic was in accord with the Government of the United States on this point.

In order to prevent the possibility of any future misunderstanding, however, I desire formally to state that in the opinion of the Government of the United States the provisions of the Arbitration Treaty signed February 6, 1928, do not in the slightest degree affect or modify the provisions of the

Treaty signed September 15, 1914. I should be glad to receive a note from you confirming my understanding that your Government's interpretation of the Treaty signed February 6, 1928, is identical with that of the Government of the United States as expressed above.

Accept, Excellency, the renewed assurance of my highest consideration.

FRANK B. KELLOGG

His Excellency

Mr. PAUL CLAUDEL

Ambassador of the French Republic

The French Ambassador to the Secretary of State

[TRANSLATION]

EMBASSY OF THE FRENCH REPUBLIC
TO THE UNITED STATES,

Washington, March 5, 1928

MR. SECRETARY OF STATE:

By a note dated the first of this month Your Excellency has been good enough to inform me that in the opinion of the Federal Government "the provisions of the treaty of arbitration signed February 6, 1928, do not in the slightest degree affect or modify the provisions of the treaty signed September 15, 1914." You added that you would be glad to receive from me a note confirming that my Government shares this point of view.

My Government, to which I did not fail to transmit the text of Your Excellency's note, has requested me to assure you that its interpretation of the treaty signed February 6, 1928, is identical with that of the Government of the United States as expressed above.

My Government is of the opinion that our recent arbitration treaty not only leaves the 1914 treaty unchanged but even envisages its application.

Please accept, Mr. Secretary of State, the assurances of my high consideration.

CLAUDEL

His Excellency

The Honorable FRANK B. KELLOGG

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

EXTRADITION

Convention signed at Paris January 15, 1929, supplementing treaty of January 6, 1909

Senate advice and consent to ratification February 28, 1929

Ratified by the President of the United States March 6, 1929

Ratified by France April 27, 1929

Ratifications exchanged at Paris May 2, 1929

Proclaimed by the President of the United States May 9, 1929

Entered into force May 19, 1929

*Terminated April 3, 1971, upon entry into force of convention of February 12, 1970*¹

46 Stat. 2276; Treaty Series 787

The United States of America and the Republic of France being desirous of enlarging the list of crimes and offences on account of which extradition may be granted under the Convention concluded between the United States and France January 6, 1909,² have resolved to conclude a supplementary Convention for this purpose and have appointed for that purpose the following plenipotentiaries:

The President of the United States of America:

Mr. Norman Armour, Chargé d'Affaires ad interim of the United States of America at Paris, and

The President of the French Republic:

His Excellency M. Aristide Briand, Minister for Foreign Affairs;

Who have agreed to and concluded the following articles:

ARTICLE I

To the list of crimes and offences numbered 1 to 15 in the second article of the said Convention of January 6, 1909, the following, contained in a paragraph 16, is added:

16. Infractions of the laws concerning poisonous substances.

¹ 22 UST; TIAS 7075.

² TS 561, *ante*, p. 872.

ARTICLE II

The present Convention shall be considered as an integral part of the said extradition Convention of January 6, 1909, and the second article thereof shall be read as if the list of crimes and offences therein contained had originally comprised the additional infractions of the laws specified and numbered 16 in the first article of the present Convention.

The present Convention shall be ratified and the ratifications shall be exchanged at Paris 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 January 6, 1909.

In testimony whereof the respective plenipotentiaries have signed the present Convention in duplicate and have thereunto affixed their seals.

Done at Paris, this 15 day of January 1929.

NORMAN ARMOUR [SEAL]

A. BRIAND [SEAL]

REDUCTION OF VISA FEES FOR NONIMMIGRANTS

Exchange of notes at Paris April 19 and May 8 and 13, 1929

Entered into force June 1, 1929

Supplemented by agreement of June 3 and 18, 1932¹

Replaced January 15, 1938, by agreement of January 12 and 14, 1938²

Department of State files

The American Chargé d'Affaires to the Minister of Foreign Affairs

No. 8047

APRIL 19, 1929

EXCELLENCY:

I have the honor to confirm to Your Excellency in the following terms the tentative agreement reached as a result of informal discussions between the competent bureau of the Ministry for Foreign Affairs and this Embassy for a reciprocal reduction of the tariff for passport visas charged by the Governments of France and the United States:

A Passport visas issued to American citizens by French consuls will be valid for two years, unless the passport is valid for a lesser period, in which case the visa will be valid only during the period of validity of the passport. The visa will give the right to enter France as often as the holder may wish during its validity. The fee will be ten francs gold or fifty paper francs or two dollars.

B The fee for a non-immigrant passport visa valid for any number of entries into the United States by a bearer of a French passport during a period of twelve months from the date of issue of the visa shall be two dollars United States currency; provided the passport remains valid during that period and that the non-immigrant status of the bearer of the passport is maintained. The passport visa applied for will be granted and the length of sojourn determined in accordance with existing regulations.

A second visa, subject to the same conditions, and provided the passport remains valid, will be issued gratis if applied for by the date of expiration of

¹ *Post*, p. 990.

² EAS 125, *post*, p. 1026.

the original visa or within one year thereafter, provided that the validity of such visa shall not exceed one year nor extend beyond two years from the date on which the original visa was issued.

C The above agreement shall become effective May 1, 1929.

My Government has authorized me to accept on its behalf the provisions of the above agreement and to signify that it will take the steps necessary to give effect to the agreement as of May 1, 1929, upon being advised that Your Excellency's Government is disposed to give like effect to the understanding as of the date mentioned.

I avail myself of this occasion of renewing to Your Excellency the assurance of my highest consideration.

NORMAN ARMOUR

His Excellency

Monsieur ARISTIDE BRIAND,
Minister for Foreign Affairs,
Paris.

The Minister of Foreign Affairs to the American Chargé d'Affaires

[TRANSLATION]

PARIS, May 8, 1929

DEAR SIR:

In reply to your letter of April 19 last, I have the honor to inform you that the French Government agrees with the American Government on the following procedure for issuing passport visas:

Passport visas issued to American citizens by French consuls shall be valid for two years unless the validity of the passport is of shorter duration, in which case the visa shall be valid only for the period of validity of the passport. The visa shall entitle the bearer to enter France as frequently as he desires during its period of validity. The fee collected shall be of 10 gold francs or 50 French francs, or two (2) dollars.

The fee collected for issuing a passport visa to a non-immigrant shall be two (2) United States dollars. The visa shall be good for an unlimited number of entries into the United States by the bearer of a French passport during a twelve-month period beginning on the date of issuance of the visa, provided the passport is valid during the same period and the bearer remains in the non-immigrant category. Approval of the visa application and determination of the length of stay will be made in accordance with the regulations in force.

A second visa, subject to the same conditions—provided the passport remains valid—shall be issued without charge if the request is made prior

to the date of expiration of the first visa or during the one-year period following its expiration, provided, however, that the period of validity of such a visa does not exceed one year and does not extend beyond two years beginning on the date of issuance of the first visa.

I propose that this new procedure be put into effect beginning on June 1 next. As soon as you inform me of your approval of this proposal I shall issue instructions accordingly.

By the Minister of Foreign Affairs
and by authorization

BERTHELOT

Ambassador of France
Secretary General

Mr. NORMAN ARMOUR,
Chargé d'Affaires of the United States of America,
Paris.

The American Chargé d'Affaires to the Minister of Foreign Affairs

No. 8083

PARIS, May 13, 1929

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's courteous note of May 8, 1929, and to state that my Government accepts the proposal for a reciprocal reduction of visa fees as set forth in the note under reference and my note of April 19, the agreement to come into effect June 1, 1929.

The conclusion of the agreement is at once being notified to my Government in order that appropriate instructions may be issued to the end that French citizens desiring to visit the United States as non-immigrants may, commencing June first, enjoy the facilities envisaged in the accord.

I avail myself of this occasion of renewing to Your Excellency the assurance of my highest consideration.

NORMAN ARMOUR

His Excellency
Monsieur ARISTIDE BRIAND,
Minister for Foreign Affairs,
Paris.

DOUBLE TAXATION

Convention and protocol signed at Paris April 27, 1932
Senate advice and consent to ratification June 15, 1932
Ratified by the President of the United States July 25, 1932
Ratified by France April 8, 1935
Ratifications exchanged at Paris April 9, 1935
Proclaimed by the President of the United States April 16, 1935
Entered into force January 1, 1936
*Terminated January 1, 1945, by convention of July 25, 1939*¹

49 Stat. 3145; Treaty Series 885

CONVENTION

The PRESIDENT of the UNITED STATES of AMERICA and the PRESIDENT of the FRENCH REPUBLIC being desirous of regulating certain questions relative to double taxation, have decided to conclude a Convention on that subject, and for that purpose they have appointed as their respective Plenipotentiaries:

The PRESIDENT of the UNITED STATES of AMERICA,

Mr. Walter E. EDGE, Ambassador Extraordinary and Plenipotentiary of the United States of America to France.

The PRESIDENT of the FRENCH REPUBLIC,

M. André TARDIEU, Member of the House of Representatives, President of the Council of Ministers, Minister for Foreign Affairs, Officer of the Legion of Honour,

who, having communicated to one another their full powers found in good and due form, have agreed upon the following articles:

ARTICLE I

Enterprises of one of the contracting States are not subject to taxation by the other contracting State in respect of their industrial and commercial profits except in respect of such profits allocable to their permanent establishments in the latter State.

No account shall be taken, in determining the tax in one of the contracting States, of the purchase of merchandise effected therein by an enterprise of the

¹ TS 988, *post*, p. 1046.

other State for the purpose of supplying establishments maintained by such enterprise in the latter State.

ARTICLE II

American enterprises having permanent establishments in France are required to submit to the French fiscal administration the same declarations and the same justifications, with respect to such establishments, as French enterprises.

The French fiscal administration has the right, within the provisions of its national legislation and subject to the measures of appeal provided in such legislation, to make such corrections in the declaration of profits realized in France as may be necessary to show the exact amount of such profits.

The same principle applies *mutatis mutandis* to French enterprises having permanent establishments in the United States.

ARTICLE III

Income which an enterprise of one of the contracting States derives from the operation of aircraft registered in such State and engaged in transportation between the two States is taxable only in the former State.

ARTICLE IV

When an American enterprise, by reason of its participation in the management or capital of a French enterprise, makes or imposes on the latter, in their commercial or financial relations, conditions different from those which would be made with a third enterprise, any profits which should normally have appeared in the balance sheet of the French enterprise, but which have been, in this manner, diverted to the American enterprise, are, subject to the measures of appeal applicable in the case of the tax on industrial and commercial profits, incorporated in the taxable profits of the French enterprise.

The same principle applies *mutatis mutandis*, in the event that profits are diverted from an American enterprise to a French enterprise.

ARTICLE V

American corporations which maintain in France permanent establishments may, in derogation of Article 3 of the Decree of December 6, 1872, elect to pay the tax on income from securities on three-fourths of the profits actually derived from such establishments, the industrial and commercial profits being determined in accordance with Article I.

An American corporation which wishes to place itself under the regime of the preceding paragraph must make a declaration to that effect at the Bureau of Registration within six months after the date upon which this Agreement becomes effective or within six months after the creation of its establishment

in France. The election made for one establishment applies to all the establishments of such corporation. Any such election is irrevocable.

ARTICLE VI

An American corporation shall not be subject to the obligations prescribed by Article 3 of the Decree of December 6, 1872, by reason of any participation in the management or in the capital of, or any other relations with, a French corporation, if such American corporation and French corporation conform to the requirements of the present article. In such case, the tax on income from securities continues to be levied, in conformity with French legislation, on the dividends, interest and all other products distributed by the French enterprise; but it is moreover exigible, if the occasion arises, and subject to the measures of appeal applicable in the case of the tax on income from securities, on the profits which the American corporation derives from the French corporation under the conditions prescribed in Article IV.

An American corporation which wishes to place itself under the regime of the preceding paragraph must make a declaration to that effect at the Bureau of Registration jointly with the interested French corporation, within six months after the date upon which this Agreement becomes effective or within six months after the acquisition of the participation or the commencement of the relations of a nature to entail the application of Article 3 of the Decree of December 6, 1872. Any such election is irrevocable.

American corporations which have not made the declaration and which are subjected to the provisions of Article 3 of the Decree of December 6, 1872, shall enjoy the benefits of Articles 27, 28 and 29 of the French law of July 31, 1920, and Article 25 of the French law of March 19, 1928, under the same conditions as French corporations.

ARTICLE VII

Compensation paid by one of the contracting States to its citizens for labor or personal services performed in the other State is exempt from tax in the latter State.

ARTICLE VIII

War pensions paid by one of the contracting States to persons residing in the territory of the other State are exempt from tax in the latter State.

ARTICLE IX

The following classes of income paid in one of the contracting States to a corporation of the other State, or to a citizen of the latter State residing there, are exempt from tax in the former State:

(a) amounts paid as consideration for the right to use patents, secret processes and formulas, trade marks and other analogous rights;

- (b) income received as copyright royalties;
- (c) private pensions and life annuities.

ARTICLE X

This Agreement shall be ratified and the instruments of ratification exchanged at Paris as soon as possible.

The Agreement shall become effective on the first day of January following the exchange of ratifications and shall remain effective for a period of five years, and thereafter until twelve months from the date on which either Contracting Party gives notice of its termination.

American corporations which prior to May 1, 1930, have not had their liability to tax under Article 3 of the Decree of December 6, 1872, finally determined, and which make the declaration prescribed in Article VI of the present convention, shall not be subject to the application of Article 3 of the Decree of December 6, 1872, for any years preceding the coming into force of the Agreement.

In witness whereof, the respective Plenipotentiaries have signed the above articles, both in the English and French languages, and have hereunto affixed their seals.

Done in duplicate at Paris, on the 27th of April, 1932.

WALTER E. EDGE [SEAL]

ANDRÉ TARDIEU [SEAL]

PROTOCOL

At the moment of signing the Convention on Double Taxation between the United States of America and the Republic of France, the undersigned Plenipotentiaries, duly authorized by their respective Governments, have agreed, as follows:

(1) The taxes referred to in this Agreement are:

(a) for the United States:

the Federal income tax—but it is understood that Article 1 does not exempt from tax (1) compensation for labor or personal services performed in the United States; (2) income derived from real property located in the United States, or from any interest in such property, including rentals and royalties therefrom, and gains from the sale or the disposition thereof; (3) dividends; (4) interest.

(b) For France:

—in articles I, II, III and IV, the tax on industrial and commercial profits (*impôt sur les bénéfices industriels et commerciaux*);

—in articles III, V and VI, the tax on income from securities (*impôt sur les revenus des valeurs mobilières*) ;

—in articles VII, VIII and IX, the tax on wages and salaries, pensions and life annuities (*impôt sur les traitements et salaires, pensions et rentes viagères*), and other schedular taxes (*impôts cédulaires*) appropriate to the type of income specified in said articles ;

(2) The provisions of this Agreement shall not be construed to affect 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.

(3) As used in this Agreement :

(a) The term “permanent establishment” includes branches, mines and oil wells, factories, workshops, warehouses, offices, agencies, and other fixed places of business, but does not include a subsidiary corporation.

When an enterprise of one of the States carries on business in the other State through an agent established there who is authorised to contract for its account, it is considered as having a permanent establishment in the latter State.

But the fact that an enterprise of one of the contracting States has business dealings in the other State through a bona fide commission agent or broker shall not be held to mean that such enterprise has a permanent establishment in the latter State.

(b) The term “enterprise” includes every form of undertaking whether carried on by an individual, partnership (*société en nom collectif*), corporation (*société anonyme*), or any other entity.

(c) The term “enterprise of one of the contracting States” means, as the case may be, “American enterprise” or “French enterprise”.

(d) The term “American enterprise” means an enterprise carried on in the United States by a citizen of the United States or by an American corporation or other entity; the term “American corporation or other entity” means a partnership, corporation or other entity created or organized in the United States or under the law of the United States or of any State or Territory of the United States.

(e) The term “French enterprise” is defined in the same manner, *mutatis mutandis*, as the term “American enterprise”.

(f) The American corporations mentioned in Articles V and VI are those which, owing to their form of organization, are subject to Article 3 of the Decree of December 6, 1872. The present Agreement does not modify the regime of “abonnement” for securities.

(g) The term “United States”, when used in a geographical sense, includes only the States and the Territories of Alaska and Hawaii, and the District of Columbia.

(h) The term "France", when used in a geographical sense, indicates the country of France, exclusive of Algeria and the Colonies.

Done in duplicate at Paris, the 27th of April, 1932.

WALTER E. EDGE

ANDRÉ TARDIEU

RECIPROCAL TRADE

Exchange of notes at Paris May 31, 1932

Entered into force May 31, 1932

*Paragraphs B and C modified by agreement of January 19 and 21, 1935*¹

*Superseded June 15, 1936, by agreement of May 6, 1936*²

1932 For. Rel. (II) 232

The Minister of Foreign Affairs to the American Ambassador

[TRANSLATION]

MAY 31, 1932

As a temporary measure and pending a further and more complete agreement between France and the United States upon the subject, the following rules will be observed from today by the French Government in fixing any new quota or restriction upon any product imported from the United States or in renewing any existing quota or restriction:

A. In all matters relating to quotas and restrictions on importations the French Government will assure to the United States most favored nation

¹ Paras. B and C were modified to read as follows:

B. The French Government accepts that the quota fixed for an American commodity shall not be reduced to an amount less than 10% of the total importation of that commodity during the last year where the importation of the said product was not subject to restrictions, when the importation from the United States, during the year cited, has been equal to, or greater than, 10%. Should it be inferior to 10% of the total importation, the quota will be fixed at the level of the importation from the United States in the year cited.

As concerns products subjected to the quota system before January 1, 1934, the year taken into consideration will be the year 1931.

C. The French Government will offer representatives of American industries the opportunity of taking part in conversations between industrials relating to the fixing of quotas when these quotas will be of special interest to American importations into France.

In order to avoid undue importations and the retroactive measures which these may involve, the French Government reserves the possibility of taking, for the duration of these conversations, precautionary measures limiting foreign importations to the figures reached during the corresponding period of the last year prior to their adoption.

The fixing of quotas on agricultural products is not the subject of preliminary private conversations between the interested parties of different countries.

² EAS 146, *post*, p. 997.

treatment, it being understood that the distribution of quotas will depend upon the importations of each country.

B. The French Government accepts that the quota fixed for an American commodity shall not be reduced to an amount less than 10 percent of the total importation of that commodity during the year 1931 when the importation from the United States during the same year 1931 has been equal to or greater than 10 percent. Should it be inferior to 10 percent of the total importation the quota will be fixed at the level of the 1931 importation from the United States. The provisions of the present paragraph do not apply to quotas relating to agricultural or fishery products.

C. The French Government will offer representatives of American industries the opportunity of taking part in conversations between industrials relating to the fixing of quotas when these quotas will be of special interest to American importations into France.

In order to avoid undue importations and the retroactive measures which these may involve, the French Government reserves the possibility of taking for the duration of these conversations precautionary measures limiting foreign importations to the figures reached during the corresponding period of 1931.

The fixing of quotas on agricultural products is not the subject of preliminary private conversations between the interested parties of different countries.

D. Goods en route at the time a quota concerning them is published will not be subject to any embargo. They will be charged against the said quota and, if they exceed it, against the future quotas.

E. The French Government has no objection to the institution of a satisfactory license system for the allocation of industrial quotas among the various importers of the commodities subject to restriction, it being understood that the administration of this system will be intrusted to an organization authorized thereto by the American Government and approved by the French Government and that the latter reserves the right to resume its liberty of action should license not be allocated in such a way as to maintain channels of the trade concerned, it being further understood that this organization will have access to the appropriate French officials to insure the smooth operation of the licensing system.

In so far as agricultural products are concerned the French Government will maintain the license system now administered by the Ministry of Agriculture.

F. The French Government will hold at the disposal of importers monthly statistics showing the status of importations subject to quotas at Paris at the National Office of Foreign Commerce; at Bordeaux, Cherbourg, Le Havre and Marseille at the office of the Chamber of Commerce.

The American Ambassador to the Secretary of State

PARIS, May 31, 1932

After considerable negotiation with the French authorities to overcome their objection to the making of a temporary rather than permanent arrangement at this time regarding quotas and to convince them that the matter comes under the heading of routine business and is therefore within the jurisdiction of the retiring Cabinet, I received today a note from M. Tardieu containing as a temporary measure and pending a further and more complete agreement between the two countries a statement of the rules to be observed by the French Government regarding the fixing of any new quota or restriction upon any product imported from the United States or in renewing any existing quota or restriction. The full text of the note will be found in my telegram No. 342, May 31, 7 p.m. I have made formal acknowledgement of the receipt of the communication and stated that it is acceptable to my Government as a temporary measure. It is understood that the arrangement may be canceled at any time without notice by either Government.

The note contains all that you have requested in your telegram number 208, May 27, 2 p.m. In addition, on our insistence, the United States is given most-favored-nation treatment in regard to all matters pertaining to quotas and restrictions. We consider this additional concession very important.

Paragraph B is now the exact text of the third paragraph of B in my telegram 286, May 4, 9 p.m. At my request the French Government has also included the provision in paragraph B by which the American quota would not be reduced below 10 percent of the total French imports in 1931 when the American share of these imports was over 10 percent. This will increase several quotas when renewed, especially radio sets (about 20 percent increase), radio valves (about 45 percent increase). The French refuse to extend this paragraph, as they have consistently done throughout the negotiations, to agricultural importations or fishery products. Our agricultural importations subject to quotas are very small. Of fishery products we are only interested in canned fish of which our quota is already more than 10 percent of the total French imports in 1931, so the application of the present paragraph B is of little concern to us.

Paragraph C is the same as that contained in my telegram No. 283, May 4, noon except it refers to "cases of especial interest" and not those of 25 percent importations. Paragraphs D, E and F are exactly the same as contained in my last mentioned telegram with the exception of the second portion of paragraph E. I understand that you do not wish to supervise the license system of the French Ministry of Agriculture. Therefore, provision is made for that purpose, Ministry to continue the system as it is now administered by that Ministry itself.

Regarding the licenses of industrial quotas the President of the American Chamber of Commerce in Paris tells me that his organization is prepared to take charge of the licensing of industrial quotas but states that the expense will amount to about \$20,000 a year; that the Chamber is not in position to supply these funds and that the French Government will not allow any tax or fee to be collected in France on individual shipments to cover this expense. He suggests that the funds be obtained in one of the following ways.

- (1) From the United States Government.
 - (2) By tax or fee collected on each shipment, probably through the United States Chamber of Commerce in Washington for the account of the American Chamber of Commerce in Paris, or
 - (3) By donations of the various groups of American industrial concerns.
- I assured him that the first proposal was impossible and that we could not participate in the matter of financing.

WALTER E. EDGE

DEBT FUNDING

*Agreement signed at Washington June 10, 1932, modifying agreement
of April 29, 1926
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 FRENCH REPUBLIC, hereinafter called FRANCE, 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 France and the United States, dated April 29, 1926,¹ there is payable by France to the United States during the fiscal year beginning July 1, 1931 and ending June 30, 1932, in respect of the bonded indebtedness of France to the United States, the aggregate amount of \$50,000,000, including principal and interest; and

WHEREAS, a Joint Resolution of the Congress of the United States, approved December 23, 1931,² authorizes the Secretary of the Treasury, with the approval of the President, to make on behalf of the United States an agreement with France on the terms hereinafter set forth, to postpone the payment of the amount payable by France to the United States during such year in respect of its bonded indebtedness to the United States; and

WHEREAS, France hereby gives assurance, to the satisfaction of the President of the United States, of the willingness and readiness of France to make with the Government of each country indebted to France in respect of war, relief, or reparation debts, an agreement in respect of the payment of the amount or amounts payable to France with respect to such debt or debts during such fiscal year, substantially similar to this Agreement authorized by the Joint Resolution above mentioned;

¹ *Ante*, p. 949.

² 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 \$50,000,000, payable by France to the United States during the fiscal year beginning July 1, 1931 and ending June 30, 1932, in respect of the bonded indebtedness of France to the United States, according to the terms of the agreement of April 29, 1926, 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 France to the United States in ten equal annuities of \$6,093,759.44 each, payable in equal semiannual installments on December 15 and June 15 of each fiscal year beginning with the fiscal year July 1, 1933 and ending June 30, 1934, and concluding with the fiscal year beginning July 1, 1942 and ending June 30, 1943. The bond numbered 7, dated June 15, 1925, maturing June 15, 1932, in the principal amount of \$11,363,500, delivered by France to the United States under the agreement of April 29, 1926, shall be retained by the United States until the annuities due under this Agreement shall have been paid.

2. Except so far as otherwise expressly provided in this Agreement, payments of annuities under this Agreement shall be subject to the same terms and conditions as payments under the agreement of April 29, 1926, above mentioned. The proviso in paragraph 2 of such agreement, authorizing the postponement of payments on account of principal, and the option of France provided for in paragraph 4, to pay in obligations of the United States, shall not apply to annuities payable under this Agreement.

3. The agreement of April 29, 1926, between France 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. France 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 France 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, France has caused this Agreement to be executed on its behalf by its Ambassador Extraordinary and Plenipotentiary at Washington, thereunto duly authorized, subject, however, to ratification by France, 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 Presi-

dent, pursuant to a Joint Resolution of Congress approved December 23, 1931, all on the day and year first above written.

The French Republic

By

CLAUDEL

Ambassador Extraordinary and Plenipotentiary

The United States of America

By

OGDEN L. MILLS

Secretary of the Treasury

Approved:

HERBERT HOOVER,
President

REDUCTION OF VISA FEES FOR NONIMMIGRANTS

*Exchange of notes at Paris June 3 and 18, 1932, supplementing agreement of April 19 and May 8 and 13, 1929*¹

Entered into force June 18, 1932

*Terminated January 15, 1938, by agreement of January 12 and 14, 1938*²

Department of State files

The American Embassy to the Ministry for Foreign Affairs

No. 1788

The Embassy of the United States of America presents its compliments to the Ministry for Foreign Affairs and has the honor to refer to the proposed visit, at the invitation of the American Legion, of approximately 500 French war veterans to the United States next September.

The American Government, remembering the courtesies extended to the members of the American Legion at the time of their visit to France in 1927 in the matter of passport facilities and the waiver of the usual visa fee, desires to reciprocate and grant French war veterans similar courtesies in so far as it is able to do so under the laws and regulations at present in force.

Under the present laws in force in the United States it will not be possible to waive visa requirements altogether for the French war veterans visiting the United States, nor is there any provision in the existing agreement with France, entered into in May, 1929, under which the visa fee might be reduced below the amount applicable to all French citizens. However, under the Act of February 25, 1925,³ the Department of State was authorized to conclude reciprocal agreements for the reduction or waiver of visa fees for non-immigrants. Under this authorization, and since the French war veterans temporarily visiting the United States fall under the classification of non-immigrants, it is proposed to conclude an additional visa agreement supplementary to the agreement entered into in May, 1929, providing for the waiver of visa fees for members of veterans organizations proceeding abroad as members of delegations.

If the French Government would be willing to conclude such an agreement to cover the members of veterans organizations proceeding abroad as

¹ *Ante*, p. 974.

² EAS 125, *post*, p. 1026.

³ 43 Stat. 976.

members of delegations, the American Government would be glad to expedite the making of the necessary arrangements in order that the French war veterans visiting the United States next September may benefit by the facilities provided.

The American Government would therefore be willing to agree to the following provision supplementing the present visa agreement as set forth in the Embassy's note No. 8047 of April 19, 1929, and the Ministry's reply of May 8, 1929:

No visa fees shall be collected from American or French members of delegations representing war veterans organizations temporarily visiting the United States or France.

Should this provision meet with the approval of the French Government, it is proposed to put it into effect by a simple exchange of notes.

In regard to the question of waiving passport requirements, the laws of the United States require aliens visiting the United States temporarily to be in possession of passports or official documents in the nature of passports, which they may present as evidence of their ability to return to their own or some other country at the end of their temporary stay. In view of this provision it would be satisfactory if the French war veterans, in the absence of a regular passport, should each have a document in the nature of a passport issued or indorsed by the French Government, which would be valid for the return of the war veterans to France.

PARIS, June 3, 1932

The Ministry for Foreign Affairs to the American Embassy

PARIS, June 18, 1932

In reply to a note dated June 3, 1932, the Ministry for Foreign Affairs has the honor to inform the Embassy of the United States of America that it accepts the Embassy's proposal that the passport and visa agreement concluded by an exchange of notes dated respectively April 19 and May 8, 1929, be supplemented by the addition of the following provision:

No visa fees shall be collected from American or French members of delegations representing war veterans organizations temporarily visiting the United States or France.

The Ministry for Foreign Affairs considers that agreement on this supplementary provision has been concluded through the exchange of the above mentioned note from the Embassy of the United States, dated June 3, 1932, and of the present reply. The Ministry will promptly send instructions to the French Embassy and Consulates in America to put the new agreement into immediate effect.

RIGHTS OF AMERICANS IN RELATION TO FRENCH RENT LAWS

*Exchange of notes at Paris February 23 and March 4, 1933, interpreting
article 7 of convention of February 23, 1853*

Entered into force March 4, 1933

Convention replaced January 7, 1968, by convention of July 18, 1966¹

48 Stat. 1769; Executive Agreement Series 44

The American Ambassador to the Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
Paris, February 23, 1933

No. 2246

EXCELLENCY:

I have the honor to communicate to Your Excellency my Government's interpretation of Article 7 of the Consular Convention between the United States of America and France concluded February 23, 1853,² in relation to the rights of American citizens in France in connection with the French rent laws. It is my understanding that the following interpretation which has prevailed in the past is concurred in by your Government for the future application of the convention.

The effect of the provisions of Article 7 is to establish the right of citizens of the United States in France to enjoy the same treatment as French citizens in matters relating to the ownership, possession and disposal of property. Accordingly, citizens of the United States are entitled to enjoy in France the benefit of all the provisions, whether applicable to owners or tenants, contained in the French law of April 1, 1926, as amended by the law of June 29, 1929, governing the relations between lessors and lessees of premises used for residential purposes, and in the law of June 30, 1926, as amended by the law of April 22, 1927, governing the relations between tenants and landlords of premises used for commercial or industrial purposes, notwithstanding Article 11 of the Civil Code and the exceptions or restrictions applicable to foreigners under the aforesaid laws.

¹ 18 UST 2939; TIAS 6389.

² TS 92, *ante*, p. 837.

I may add that, under the laws of the states of the United States and the District of Columbia, French citizens in the United States enjoy the same treatment as American citizens with regard to the leasing and renting of real property.

I shall be glad to have your confirmation of the agreement thus reached.

I avail myself of this occasion to renew to Your Excellency the assurance of my highest consideration.

WALTER E. EDGE

His Excellency
Monsieur PAUL-BONCOUR
Minister for Foreign Affairs
Paris

The Minister of Foreign Affairs to the American Ambassador

[TRANSLATION]

MINISTRY FOR FOREIGN AFFAIRS
Sub-Division of Chanceries
and Legal Matters
Legal Matters
Rents

PARIS, *March 4, 1933*

MR. AMBASSADOR,

By a letter of the 23d of last month you acquainted me with your Government's interpretation of article 7 of the consular convention concluded on February 23, 1853, between France and the United States of America, dealing with the rights of American citizens in France in relation to the French rent law.

I have the honor to inform Your Excellency that the French Government accepts, for the future application of the convention, the following interpretation, already valid in the past.

The effect of the provisions of article 7 is to secure for citizens of the United States residing in France the right to enjoy the same treatment as French citizens in matters relating to the ownership, possession, and disposal of real property. Consequently, citizens of the United States will enjoy in France the benefit of all the provisions, whether applicable to owners or tenants, of the French law of April 1, 1926, amended by the law of June 29, 1929, governing the relations between lessors and lessees of premises used for residential purposes, and the law of June 30, 1926, amended by the law of April 22, 1927, governing the relations between tenants and landlords of premises used for commercial and industrial purposes, notwithstanding article 11 of the Civil Code and the exceptions or restrictions applicable to foreigners under the aforesaid laws.

I take note that, under the laws of the different States of the United States and of the District of Columbia, French citizens residing in the United States enjoy the same treatment as American citizens in regard to the leasing or renting of real property.

Kindly accept, Mr. Ambassador, the assurances of my very high consideration.

J. PAUL-BONCOUR

His Excellency

Mr. WALTER EVANS EDGE,
Ambassador of the United States of America,
Paris.

EXTRADITION

Convention signed at Paris April 23, 1936, supplementing treaty of January 6, 1909, as supplemented
Senate advice and consent to ratification June 16, 1936
Ratified by the President of the United States June 20, 1936
Ratified by France July 30, 1936
Ratifications exchanged at Paris August 25, 1936
Proclaimed by the President of the United States September 11, 1936
Entered into force September 24, 1936
*Terminated April 3, 1971, upon entry into force of convention of February 12, 1970*¹

50 Stat. 1117; Treaty Series 909

THE UNITED STATES OF AMERICA AND THE REPUBLIC OF FRANCE being desirous of completing the list of crimes and offenses on account of which extradition may be granted under the Convention concluded between the United States and France January 6, 1909,² have resolved to conclude an additional Convention for this purpose and to that end have appointed the following plenipotentiaries, to wit:

The President of the United States of America:

His Excellency Mr. Jesse Isidor STRAUS, Ambassador extraordinary and plenipotentiary of the United States of America to the French Republic;

And the President of the French Republic:

His Excellency Mr. Pierre-Etienne FLANDIN, Deputy, Minister for Foreign Affairs,

Who are in agreement on the following articles:

ARTICLE I

The following stipulation, forming a paragraph 17, is added to the list of crimes and offenses appearing in Article II of the aforementioned Convention of January 6, 1909, completed by the additional Convention of January 15, 1929:³

“Acts classified under the heading of bankruptcy, or punished with the penalties of bankruptcy, by French law, if they constitute a crime or an offense in accordance with the laws of the United States”.

¹ 22 UST; TIAS 7075.

² TS 561, *ante*, p. 872.

³ TS 787, *ante*, p. 972.

ARTICLE II

The present Convention shall be considered as an integral part of the aforementioned extradition Convention of January 6, 1909. The second article thereof shall be read as if the list of crimes and offenses contained therein had originally comprised the criminal acts under the heading of bankruptcy by French law and provided for in Article I of the present Convention.

The present Convention shall be ratified and the ratifications exchanged at Paris as soon as possible. It will come into force thirty days after the exchange of ratifications. It will continue in force and will terminate in the same manner as the said Convention of January 6, 1909.

By virtue of which the present plenipotentiaries have signed the present Convention in duplicate and have thereunto affixed their seals.

Done in duplicate at Paris, on the 23rd of April, 1936.

JESSE ISIDOR STRAUS [SEAL]

P. E. FLANDIN [SEAL]

RECIPROCAL TRADE

*Agreement, protocol of signature, and related notes signed at Washington May 6, 1936*¹

Proclaimed by the President of the United States May 16, 1936

Entered into force provisionally June 15, 1936

*Declared inoperative as of January 1, 1948, by agreement of October 30, 1947*² *for such time as the United States and France are both contracting parties to the General Agreement on Tariffs and Trade*³

*Terminated December 13, 1962*⁴

53 Stat. 2236; Executive Agreement Series 146

AGREEMENT

The President of the United States of America and the Government of the French Republic, being equally desirous of contributing to the establishment of a more liberal economic policy between the nations by the relaxation of restrictions on trade, taking into account the fact that there is no restriction either in the United States of America or in France upon the settlement of commercial obligations nor upon the circulation of capital and that there is stability in fact in the relation between their respective currencies, have decided to conclude an agreement for the betterment of their commercial relations and for that purpose have appointed their Plenipotentiaries as follows:

The President of the United States of America:

Cordell Hull, Secretary of State of the United States of America, and

The President of the French Republic:

André Lefebvre de la Boulaye, Ambassador Extraordinary and Plenipotentiary of the French Republic to the United States of America

who, after communicating to each other their respective full powers, found to be in good and due form, have agreed upon the following Articles:

¹ For schedules annexed to agreement, see 53 Stat. 2258 or p. 26 of EAS 146.

² TIAS 1704, *post*, p. 1224.

³ TIAS 1700, *ante*, vol. 4, p. 639.

⁴ Pursuant to notice of termination given by the United States June 13, 1962.

ARTICLE I ⁵

1. Natural or manufactured products originating in and coming from the United States of America or any of its territories or possessions, with the exception of those products which are enumerated and described in Section A of Schedule I ⁶ annexed to this Agreement, shall be subject, on their importation into the territory of the French Republic, to the lowest ordinary customs duties applicable to like products imported from any other foreign country.

The products enumerated and described in Section B of Schedule I shall be subject to the lowest ordinary customs duties applicable to like products imported from any other foreign country, within the limitation of the annual quotas specified in the said Section.

2. The benefit of the intermediate duties in force in the territory of the French Republic on the day of the application of this Agreement shall be maintained for the products originating in and coming from the United States of America, enumerated and described in Section A of Schedule I: provided, however, that the minimum rate of duty shall automatically apply to any of the said products if the minimum rate applicable to the like product of any foreign origin shall at any time be equal to or exceed the intermediate rate in force on the day of the application of this Agreement. The foregoing provision shall not be an obstacle to the modification of the tariff nomenclature. The provisions of this paragraph shall be applied to products originating in and coming from any of the territories or possessions of the United States of America.

3. With respect to all duties or taxes other than ordinary customs duties collected on importation, most-favored-nation treatment shall be accorded to all products of the United States of America or any of its territories or possessions imported into the territory of the French Republic.

With respect to the method of levying all duties or charges as well as with respect to all rules and formalities in connection with importation or exportation, to duties or charges imposed on exportation, to transit, warehousing, the transshipment of goods, as well as for official charges applicable to these various operations, most-favored-nation treatment shall likewise be accorded.

4. Dating from the application of this Agreement, products originating in and coming from the United States of America, enumerated and described in Section A of Schedule II, annexed to this Agreement, shall benefit on their importation into the territory of the French Republic, subject to the provisions of the following paragraph, from the specified tariff rates provided for in this Agreement.

5. If, with a view to protecting the essential economic and financial interests of the country, it should be considered necessary to increase the ordi-

⁵ For a further agreement relating to art. I, see protocol of signature, p. 1008.

⁶ See footnote 1.

nary customs duties provided for in paragraph 4 of this Article or those applicable in the territory of the French Republic on the day of the signature or application of this Agreement to any of the products enumerated and described in Section B of Schedule II and in Schedule III, annexed hereto, the French Government shall notify the Government of the United States of America in writing at least 15 days before putting into force any new duties of its intention to increase the ordinary customs duties affecting any of the said products. No such increase shall however, be made effective prior to the expiration of the first full calendar quarter after the application of this Agreement. Thereafter, and as long as this Agreement shall remain in force, no such increase shall be made except on the first day of a full calendar quarter. If, before the expiration of 30 days from the date on which such increase becomes effective, a satisfactory agreement has not been reached with respect to such compensatory modifications of this Agreement as may be deemed appropriate, the said Agreement shall terminate automatically in its entirety on the 30th day after the end of such period.

6. With respect to products enumerated and described in Schedules II and III, annexed hereto, no new or increased duties, fees or charges of any kind (other than ordinary customs duties) shall be imposed by the French Government on or in connection with importation which would have the effect of diminishing appreciably the value of any concession granted in this Agreement, unless such measures are required to be imposed by French legislation in force on the day of the signature of this Agreement.

ARTICLE II ⁷

1. Natural or manufactured products originating in the territory of the French Republic or any of its territories or possessions shall not be subject, on their importation into the United States of America, to duties or charges other or higher than those applied to like products originating in any other foreign country.

2. It is understood that, so long as and insofar as the law of the United States of America may otherwise require, the provisions of paragraph 1 of this Article, insofar as they would otherwise relate to duties, taxes, or charges on coal, coke manufactured therefrom, or coal or coke briquettes, shall not apply to such products imported into the United States of America.

3. With respect to the method of levying all duties or charges, with respect to all rules or formalities in connection with importation or exportation, with respect to duties or charges imposed on exportation, with respect to transit, warehousing, and the transshipment of goods as well as the governmental charges applicable to these various operations, all products originating in or destined for the territory of the French Republic or any of its colonies or possessions shall enjoy unconditional most-favored-nation treatment.

⁷ For an understanding relating to art. II, see first U.S. note, p. 1012.

4. Natural or manufactured products originating in the territory of the French Republic or any of its colonies or possessions, enumerated and described in Schedule IV annexed to this Agreement, shall not be subject on their importation into the United States of America to ordinary customs duties in excess of those set forth and provided for in the said Schedule. The said products 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 this Agreement shall not prevent the Government of either country from imposing at any time on 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 Government of the French Republic shall take the necessary measures in order that, on and after the date of application of this Agreement, the increases in rates of the import tax instituted by Article 32 of the Law of March 31, 1932, on semimanufactured products or articles and on manufactured products or articles, shall be suppressed with regard to goods originating in and coming from the United States of America.

ARTICLE V

The Government of the United States of America and the Government of the French Republic agree, as long as this Agreement remains in force, not to impose any quantitative restriction on the importation of any product, not now subject to such restriction, enumerated and described in Schedule IV and Schedule II, respectively, annexed hereto.

Nevertheless, quantitative restrictions may be applied by either Government to the importation of the aforesaid products if such restrictions are imposed in conjunction with governmental measures operating to regulate or control the production or prices of like domestic products.

However, the Government which proposes to establish or change such import restrictions shall give at least 30 days' advance notice to the other Government. If an arrangement regarding the proposed measures is not agreed upon before the expiration of such period such other Government may, within 15 days thereafter, terminate this Agreement in its entirety on 30 days' prior notice.

ARTICLE VI ⁸

Considering the fact that there does not exist in their reciprocal exchanges any restriction on the settlement of commercial obligations, and so long as this situation is maintained, each of the two Governments agrees upon the following provisions in the event that it should establish or maintain, in any form whatever, a quantitative restriction on or a regulation of the importation or sale of any product.

1. The French Government guarantees that, if measures of quantitative restriction or control of the importation or sale are or shall be established for any of the products of commercial interest to the United States of America, including those in Schedule III, annexed to the present Agreement, there shall be allotted to the United States of America, when these measures of quantitative restriction or control take the form of allocation among the various countries, a share of the total quantity or value of any such product permitted to be imported or sold during a specified period equivalent to the proportion of the total importation of such product from foreign countries which the United States of America supplied in a basic period prior to the imposition of any quantitative restriction on such product.

Furthermore, as concerns quotas which may be established after the date of application of this Agreement, the French Government agrees, in case there shall be no allocation by countries, to subject the importation to the formality of licenses. In the issuance of such licenses no condition shall be imposed which would be prejudicial to the importation of products of the United States of America and such products shall be placed in all respects upon a footing of complete equality of treatment with those originating in every other foreign country.

2. The Government of the United States of America guarantees that if measures of quantitative restriction or control of the importation or sale of any of the products of commercial interest to the French Republic are or shall be established, there shall be allotted to the French Republic, when these measures of quantitative restriction or control take the form of allocation among the various countries, a share of the total quantity or value of any such product permitted to be imported or sold during a specified period equivalent to the proportion of the total importation of such product which the French Republic supplied in a basic period prior to the imposition of any quantitative restriction on such product.

Furthermore, as concerns quotas which may be established after the date of application of this Agreement, the Government of the United States of America agrees, in case there shall be no allocation by countries, to subject the importation to the formality of licenses. In the issuance of such licenses no condition shall be imposed which would be prejudicial to the importation

⁸ For declarations regarding art. VI, see protocol of signature, p. 1008.

of products of the French Republic and such products shall be placed in all respects upon a footing of complete equality of treatment with those originating in every other foreign country.

3. In respect of each product enumerated and described in Schedule III, the Government of the French Republic will allocate to the United States of America, in addition to the quantity now granted it in accordance with the provisions of paragraph 1 of this Article, an annual supplementary quota beginning with the third quarter of 1936, the amount of which shall not be less than that specified in the said Schedule. These supplementary quotas shall be allocated by periods on the same basis as the quotas allocated under the provisions of paragraph 1 of this Article.

The supplementary quotas above provided for shall be subject to revision the first of July 1937, and the first of July of the following years during the life of this Agreement. If the Government of the French Republic should desire to reduce any of the said quotas in accordance with the foregoing provision, it shall notify the Government of the United States of America thereof in writing, and shall specify a period of not less than 30 days for discussions before the reduction of quotas may become effective. These conversations shall be designed either to reach an agreement with respect to these reductions or to determine the compensatory modifications of the terms of this Agreement which may be deemed appropriate. If at the end of the specified period a satisfactory agreement has not been reached, the French Government shall be free to make the reductions, but the present Agreement shall terminate automatically 30 days after the date on which such reductions become effective.

4. The prohibitions or quotas on importation or exportation now in effect or which may be established in the future by either of the two Governments upon products originating in or destined for the territory of the other must also be applicable to like products originating in any third country or destined for any third country. If such measures are suppressed, even temporarily, by either country as regards products originating in a third country or destined for a third country, they shall likewise be suppressed as regards such products originating in or destined for the other country.

5. If the United States of America imposes or shall hereafter impose on the importation or sale of a specified quantity or value of any product of interest to French exportation a lower duty or charge than the duty or charge imposed on importations or sales in excess of such quantity or value, there will be allotted to France a share of the total quantity or value of any such product permitted to be imported or sold at such lower duty or charge, during a specified period, equivalent to the proportion of the total importation of such product which France supplied in a basic period prior to the imposition of any quantitative regulation of the importation or sale of such product, unless it is mutually agreed to dispense with such allotment. The

basic period selected shall be such as to result in a fair and equitable allotment.

6. The foregoing provisions shall not constitute an obstacle to the suppression of quotas.

ARTICLE VII

Schedules I, II, III and IV, annexed to this Agreement, the notes included in them, and the Protocol annexed to this Agreement have force and effect by virtue of this Agreement and are integral parts thereof.

ARTICLE VIII

Natural or manufactured products of the United States of America or of the French Republic shall, after their importation into the other country, be exempt from all internal taxes, fees, charges or exactions other or higher than those payable on like products of national origin or any other foreign origin.

ARTICLE IX

In the event that the Government of either country shall establish or maintain a monopoly for the importation, production or sale of a given product, or grants exclusive privileges, formally or in effect, to one or more agencies to import, produce or sell a product, the Government of the country establishing or maintaining such monopoly, or granting such monopoly privileges, shall, in respect of the foreign purchases of such monopoly or agency accord the commerce of the other country fair and equitable treatment.

Nevertheless, in any case in which the interests of national defense shall be at issue, each of the two Governments reserves its full and entire liberty.

ARTICLE X

The Government of the United States of America and the Government of the French Republic reserve the right to withdraw or to modify the concession granted on any products under this Agreement, or to impose quantitative restrictions on the importation of any such product 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 product takes place. Nevertheless before the Government concerned 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 30 days after receipt of such notice to consult with it in respect of the proposed action. If an agreement with respect thereto is not reached within 30 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 15 days after such action is taken to terminate this Agreement in its entirety on 30 days' written notice.

ARTICLE XI

The Government of each of the two countries will give sympathetic consideration to any representations which the Government of the other may submit to it in regard to the application of the regulations concerning the importation of goods, including sanitary laws and regulations.

If either Government makes representations to the other Government in respect of the application of any sanitary law or regulation for the protection of human, animal or plant life, and if an agreement is not reached with respect thereto, a committee of technical experts, including representatives of each of the two Governments, shall, on the request of the interested Government, be established. It will have as its purpose the examination of the controversial questions and the submission of recommendations to the two Governments.

In the event that the Government of the United States of America or of the French Republic adopts a measure which, although it does not conflict with the terms of this Agreement, should nevertheless be considered by the Government of the other country to have the effect of nullifying or materially impairing any important object of the Agreement, such other Government shall be free to propose negotiations for the modification of this Agreement. If an agreement is not reached within 30 days following receipt of such proposal, the Government making such proposal shall be free to terminate this Agreement in its entirety on 30 days' notice.

In the event that a wide variation occurs in the rate of exchange between the currencies of the United States of America and France, 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 30 days' written notice.

ARTICLE XII

The provisions of this Agreement relating to the treatment to be accorded by the United States of America or the French Republic to the commerce of the other country do not apply to advantages now accorded or which may hereafter be accorded to neighboring states in order to facilitate frontier traffic.

Nothing in this Agreement shall be construed to prevent the adoption of measures prohibiting or restricting the importation or exportation of gold or silver, or to hinder the adoption of such measures as either Government may see fit with respect to the control of the importation, the exportation or the sale for export of arms, ammunition or implements of war, and, in exceptional circumstances, of all other military supplies.

Subject to the requirement that no arbitrary discrimination shall be effected by either of the two countries against importations from the other and in favor

of those from any third country, the provisions of this Agreement shall not extend to prohibitions or restrictions:

- (1) relative to public security;
- (2) imposed on moral or humanitarian grounds;
- (3) designed to protect public health or the life of animals or plants;
- (4) relative to prison-made goods;
- (5) relative to measures taken for the enforcement of police or revenue laws; and
- (6) relative to measures having as their object the extension to imported products of a regime analogous to that which exists for the internal commerce of the country in the like products.

If, in exceptional or abnormal circumstances, the continued application of the provisions of this Agreement would endanger the vital interests of either country, the Government concerned may terminate this Agreement, giving written notice thereof to the other Government as far in advance as the circumstances permit. In the circumstances above envisaged, the two Governments will endeavor to reach an agreement upon the modifications to be made in this Agreement in order that the termination of the Agreement in its entirety may be avoided.

ARTICLE XIII

The Government of the United States of America and the Government of the French Republic agree that wherever the term "United States of America" or "United States" is employed in this Agreement, it shall be understood to apply to the Territory of Hawaii, the Territory of Alaska and the Island of Puerto Rico, as well as the continental territory of the United States. Wherever the term "French Republic" is employed in this Agreement, it shall be understood to apply to the French customs territory, that is to say, the continental territory of France, Algeria and the Principality of Monaco.

ARTICLE XIV

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

The provisions of this Agreement in regard to the most-favored-nation treatment to be accorded by the United States of America shall apply in any territory under the sovereignty or authority of the United States of America to products originating in or destined for the territory of the French Republic or any territory under the sovereignty or authority of France. The provisions of this paragraph shall not apply in the Panama Canal Zone.

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 the Philippine Islands irrespective of any change in the political status of the Philippine Islands.

ARTICLE XV⁹

1. Natural or manufactured products originating in and coming from the United States of America or any of its territories or possessions, with the exception of those products which are enumerated and described in Section A of Schedule I, annexed to this Agreement, shall have the benefit, on their importation into the French colonies called "assimilated", namely, those having in principle the same customs system as the home country, of the minimum tariff duties, whether this tariff is the tariff of the home country or a special tariff. They shall not in any case be subject to duties, taxes or fees collected on importation, other or higher than those applied to like products of any third country.

2. Products originating in and coming from the United States of America, which are enumerated and described in Section A of Schedule I, annexed to this Agreement, shall, on their importation into the French colonies called "assimilated", enjoy the benefit of the intermediate duties in force on the day of the application of this Agreement, whether this tariff is the tariff of the home country or a special tariff. Furthermore, the said products shall automatically benefit from the minimum tariff in the event that the duties under the minimum tariff applicable to the like products of any foreign origin shall be raised to a rate equal to or higher than that of the intermediate rates in effect at the time of the application of this Agreement. This provision shall not be an obstacle to a modification of the tariff nomenclature. The foregoing provisions of this paragraph shall be applied in the assimilated colonies, to products originating in and coming from any of the territories or possessions of the United States.

3. In the colonies called "nonassimilated", that is, those having a special customs system, and in Tunisia, products originating in and coming from the United States of America or any of its territories or possessions, shall have the benefit of the lowest customs duties which are or may be granted to any third country. They shall not in any case be subject to any duties, taxes or fees collected on importation other or higher than those applied to like products of any third country.

⁹ For an understanding regarding art. XV, see protocol of signature, p. 1011.

4. It is understood, furthermore, that the most-favored-nation treatment provided for in this Agreement does not extend:

(a) to the preferential regime which is accorded or which may be accorded in the future by France, by the French colonies and by Tunisia to Morocco and the territories placed under French mandate;

(b) to the preferential regime established or which may be established in relations between France and Tunisia, France and the French colonies, and the colonies, possessions or protectorates and the countries under the mandate of France between themselves, without prejudice, however, to rights established by any other treaty or agreement.

5. With reference to preferences granted or which may be granted by France to certain States of central and eastern Europe pursuant to the recommendations of the International Conference of Stresa of September 20, 1932, the Government of the United States, without modifying its position on the question of principle involved, agrees not to invoke the most-favored-nation clause of this Agreement in respect of these preferences so long as they are not extended to other than the aforementioned countries. However, in the event that such preferences should have the effect of impairing materially the benefits obtained under this Agreement, the Government of the United States reserves the right to reopen negotiations with a view to the modification of this Agreement.

ARTICLE XVI

From the day on which the present Agreement comes into force it shall supersede the agreement on quotas of May 31, 1932,¹⁰ modified on January 21, 1935,¹¹ between the United States of America and the French Republic.

ARTICLE XVII¹²

The present Agreement shall be proclaimed by the President of the United States of America and shall be ratified by the President of the French Republic after its approval by the French Senate and the Chamber of Deputies.

The Agreement shall come definitively into force on the day on which the Government of the French Republic shall have informed the Government of the United States of America of its ratification by the President of the French Republic and the Government of the United States of America on its part shall have communicated officially to the Government of the French Republic the proclamation of the President of the United States of America.

The Agreement shall come provisionally into force on June 15, 1936.

The Agreement shall continue in force, subject to the provisions of Articles I, V, VI, X, XI and XII, until July 1, 1937. Unless at least six months before

¹⁰ *Ante*, p. 983.

¹¹ Not printed. See footnote 1, *ante*, p. 983.

¹² See also exchange of letters dated Oct. 30, 1947 (TIAS 1704), *post*, p. 1225.

July 1, 1937, the Government of either country shall have notified the other Government of its intention to terminate the Agreement on that date, it shall continue in force thereafter, subject to the provisions on Articles I, V, VI, X, XI and XII, until six months from the day on which the Government of either country shall have given notice to the other Government of its intention to terminate the Agreement.

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

Done in duplicate, in the English and French languages, both authentic, at the city of Washington, this sixth day of May, nineteen hundred and thirty-six.

For the President of the United States of America:

CORDELL HULL [SEAL]

For the President of the French Republic:

ANDRÉ LEFEBVRE DE LA BOULAYE [SEAL]

[For schedules annexed to the agreement, see 53 Stat. 2258 or p. 26 of EAS 146.]

PROTOCOL OF SIGNATURE

At the time of signing this Agreement, the undersigned Plenipotentiaries, duly authorized by their respective Governments, have agreed to the following provisions:

(1) For the application of Article I, paragraphs 1, 5 and 6:

(a) The admission to the benefit of the minimum tariff of the products enumerated and described in Section B of Schedule I in the amounts specified in the said Section shall be subject to the condition that the shipments be accompanied by special certificates delivered by the French Minister of Merchant Marine as concerns pilchards (No. 47) and by the Office of Chemical and Pharmaceutical Products for the other articles (Nos. 028, 0114 and 0114-bis) and subject to charge against the annual quotas.

(b) The provisions of paragraphs 5 and 6 of Article I shall apply to fresh apples and pears originating in and coming from the United States and imported into the territory of the French Republic. However, the provisions of paragraph 6 of Article I do not prevent the license taxes applicable to the fruit in question at the date of signature of this Agreement from being increased by 50% from July 1 to October 31 for fresh pears, and from July 1 to November 30 for fresh apples.

(2) Referring to paragraph 5 of Article VI, the French Government declares that except for the products enumerated and described in Schedule I

all importations of products originating in and coming from the United States will enjoy the benefit of the minimum rates of the French tariff at present in force or which may hereafter be established.

(3) It is understood that application of the French minimum tariff is, in principle, dependent upon direct importation. However, the French Government agrees that the products originating in the United States or its territories or possessions may, without losing the benefit of the French minimum tariff, be shipped through a third country, provided that the products of that country are entitled to the benefit of the French minimum tariff. The French Government also agrees that products originating in any third country entitled to the benefit of the French minimum tariff and transhipped via the United States may be imported into France without losing the benefit of the minimum tariff, provided that similar products originating in the United States benefit from the minimum tariff.

(4) The French Government at the beginning of each quarter, will inform the American Embassy at Paris, at the time of publication of the global quotas or any change therein, of the share in each of these quotas which shall be allocated to the United States. The Government of the United States will take analogous measures if and when quantitative restrictions are established in the United States.

(5) The Government of each country will whenever possible, give consideration to requests which may be presented to it by the other Government with respect to the carrying over to the current quarter of unused portions of industrial quotas of the preceding quarter. The seasonal character of certain imports will be taken into account in the allocation of quotas by periods.

(6) The French Government will consider favorably, whenever possible, any requests transmitted by the Government of the United States with a view to confiding administration of certain industrial quotas allotted to the United States to qualified American organizations. The provisions of this paragraph shall not apply to provisional quotas.

(7) The Government of each of the two countries shall voluntarily facilitate, so far as lies within its province, the full utilization of the quotas at present allotted to or which may be allotted hereafter to the other country.

(8) Whenever customs statistics show that a quota allotted to the United States is exhausted, the French authorities will notify the Embassy of the United States at Paris, before suspending the importation of the goods in question. The notice informing importers of the exhaustion of a quota shall not be published until after the expiration of 10 days from the date of the notification in order to enable the Government of the United States of America to put forward, if need be, any statistical information which might justify a modification of the decision to suspend importations. Should it be recognized that the quota has in fact been exhausted, any excess imports which have taken place shall be charged against the quota for the following period.

(9) Without prejudice to any other provisions of this Agreement, it is agreed that in the event the French Government should establish a quantitative restriction on the importation of any industrial product, there will be allotted to the United States a provisional quota corresponding to the importations of such product from the United States during the previous year, in order to permit conversations between representatives of the interested industries, with the object of reaching an understanding, acceptable to the two Governments, on the definitive bases for calculating the quota to be allotted to the United States. If such an understanding is not reached, or does not receive the approval of the French Government, the latter reserves the right to determine the bases for calculating the global quota but will accord to the United States the proportional share provided for in accordance with the provisions of paragraph 1 of Article VI of this Agreement.

(10) The French Government agrees that the quota fixed for an American product not provided for in Schedule III, shall not be reduced to a figure less than 10% of the total importations of that product during the last year in which the importation of the said product was not subject to restrictions, when the importation of the American product in question during the year cited has been equal to or greater than this percentage of 10%. When it shall have been less than 10% of the total importations the quota will be fixed in accordance with the importations of the American product in the year indicated. As concerns products subjected to the quota system before January 1, 1934, the year taken into consideration will be the year 1931. The provisions of the present paragraph do not apply to the quotas relating to agricultural products and fisheries products.

(11) In conformity with the assurance which has been given to it by the Service of Industrial Exploitation of Tobacco, the French Government is enabled to guarantee that the purchases of American leaf tobacco which will be effected in the United States by that Service during the course of the 1936 season will be not less than 48,568,000 francs in value and not less than 9,300,000 kilograms in weight.

In the event that in subsequent years the Government of the United States is not given a similar guarantee, the provisions of paragraph 3 of Article XI will apply.

(12) With respect to apples and pears, the Government of the French Republic will allocate to the United States, beginning with the third quarter of 1936, in addition to the quantities now allocated to the United States in accordance with the provisions of paragraph 1 of Article VI, an annual supplementary quota of 134,355 quintals which shall be distributed seasonally as follows:

	<i>Quintals</i>
Third quarter	674
Fourth quarter	30,095
First quarter	65,297
Second quarter	38,289

Proportion of Annual Supplementary Quota

Third quarter	0.5%
Fourth quarter	22.4%
First quarter	48.6%
Second quarter	28.5%

When the conditions of French apple and pear production require, the above-mentioned supplementary quota for any quarter may be reduced by not more than 60% of the quantity above specified but the amount thus deducted shall be added to the supplementary quotas for subsequent quarters prior to the end of the following crop year, which begins October first, and shall be distributed in the same seasonal proportions as the above-mentioned supplementary quotas, unless some other distribution is mutually agreed to. Subject to agreement between the two Governments, the supplementary quota for any quarter may be increased and the supplementary quotas for subsequent quarters may be reduced by the amount of such increase.

(13) In conformity with the assurance given during the course of the negotiations the French Government is enabled to confirm that the following percentages will be accorded against the global quota for oranges originating in and coming from the United States:

3rd quarter	8.59%
4th quarter	1.65%
1st quarter	0.29%
2nd quarter	0.16%

(14) In conformity with Article XV of this Agreement, goods originating in and coming from the Philippine Islands shall benefit from all the tariff advantages provided for in the said Agreement in all French colonies and possessions. Nevertheless, upon their importation into French Indochina, molasses (item No. 92 of the Indochinese tariff) and invert syrups and sugars (item No. 93 of the Indochinese tariff), originating in and coming from the Philippine Islands, will continue to be subject to the general tariff rates.

On the other hand, upon importation into French Indochina the general tariff rates will be reduced by 50% for bottled beer and by 20% for beer in barrels (item No. 172-ter of the Indochinese tariff) originating in and coming from the Philippine Islands.

In case the minimum tariff applicable in French Indochina to beer in barrels or in bottles should be modified, the provisions of paragraph 2 of Article XV of this Agreement shall apply to such products originating in the Philippine Islands on their importation into French Indochina.

CORDELL HULL

ANDRÉ LEFEBVRE DE LA BOULAYE

RELATED NOTES

The Secretary of State to the French Ambassador

DEPARTMENT OF STATE

WASHINGTON

May 6, 1936

EXCELLENCY:

With reference to the second paragraph of Article II of the Trade Agreement signed this day on behalf of the United States of America and the French Republic, I have the honor to advise your Excellency that, pursuant to the understanding reached in the course of the negotiations of the said Agreement, I will recommend that the Congress of the United States of America be requested at its next session to take appropriate legislative action to remove the discriminatory tax provided for in Section 601 (c) (5) of the Revenue Act of 1932, with respect to coal, coke manufactured therefrom, or coal or coke briquettes originating in French Indochina or any other territory under the sovereignty of France.

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

CORDELL HULL

His Excellency

ANDRÉ DE LABOULAYE,
Ambassador of France.

The Secretary of State to the French Ambassador

DEPARTMENT OF STATE

WASHINGTON

May 6, 1936

EXCELLENCY:

During the course of the negotiations which have resulted in the conclusion of the Trade Agreement signed as of today's date between the United States of America and the French Republic, it has been indicated that most-favored-nation treatment is now accorded by the United States to products originating in Tunisia, Morocco, the states of the Levant under French mandate and the African territories of Togoland and the Cameroon under French mandate.

The Government of the United States of America declares that it is in conformity with its policy to continue to accord most-favored-nation treatment to the commerce of the countries or territories referred to above so long

as they do not subject the commerce of the United States to discriminatory treatment.

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

CORDELL HULL

His Excellency

ANDRÉ DE LABOULAYE,

Ambassador of France.

SUPPRESSION OF CUSTOMS FRAUDS

Exchange of notes at Paris December 10 and 12, 1936

Entered into force December 15, 1936

50 Stat. 1468; Executive Agreement Series 99

The Minister of Foreign Affairs to the American Ambassador

MINISTRY OF FOREIGN AFFAIRS

Office of Administrative Affairs
and International Unions

PARIS, *December 10, 1936*

MR. AMBASSADOR:

I have the honor to advise Your Excellency that the French Government is disposed, on condition of reciprocity, to apply, on and after December 15, 1936, the following provisions, with a view to the suppression of customs frauds, through the mutual assistance of the French and American Customs Administrations.

"Article I. The Customs Administration of the United States of America and the French Customs Administration shall promptly communicate to each other all information at any time in their possession concerning imports and exports which might facilitate the suppression of smuggling or fraud in the other country."

"Article II. Concerning direct or indirect shipments of merchandise between the United States of America or its possessions and France or its possessions, each of the Administrations concerned shall send directly to the other, upon the latter's written request, all information which may be gathered from documents in its possession (entries, registration records, declarations, and other customs documents). Such documents, or duly authenticated or certified copies thereof, may be used as evidence in proceedings or prosecutions in the courts."

"Article III. The appropriate officers of the Governments of the United States of America and France, respectively, shall furnish upon request to duly authorized officers of the other Government information concerning clearances of vessels or the transportation of cargoes, when the importation or exportation of any of the cargo carried is prohibited, restricted, or subject to the payment of duties or other exactions, or when the requesting officers

suspect that the owners or persons in possession of any of the cargo intend to violate the laws of the requesting Government, in respect of such cargo.”

“*Article IV.* It is agreed that the customs and other administrative officials of the Government of the United States of America and France, respectively, shall upon request of the competent authorities of one Government made of the competent authorities of the other Government, be directed to attend as witnesses and to produce such available records and files, or duly authenticated or certified copies thereof, as may be considered essential to the trial of civil or criminal cases in the courts of the country on whose behalf the request was made, and as may be produced compatibly with the public interest of the country of which the request was made.”

“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 Government requesting their attendance not later than 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 authenticated or certified promptly by the appropriate officials in accordance with the provisions of the laws of the respective countries.”

Please accept, Mr. Ambassador, the assurances of my very high consideration.

For the Minister of Foreign Affairs
and by authorization
The Ambassador of France
Secretary General
ALEXIS LEGER

His Excellency

Mr. WILLIAM CHRISTIAN BULLITT,
Ambassador of the United States of America,
Paris.

The American Ambassador to the Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
Paris, December 12, 1936

No. 106

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's note of December 10, 1936, concerning cooperation between the Customs Services of the United States of America and France for the suppression of frauds,

and, in reply, to state that the American Government agrees to the following provisions, to become effective December 15, 1936, for this purpose:

[For text of provisions, see French note, above.]

I avail myself of this occasion to renew to Your Excellency the assurance of my highest consideration.

WILLIAM C. BULLITT

His Excellency
Monsieur YVON DELBOS,
Minister of Foreign Affairs,
Paris.

CUSTOMS PRIVILEGES FOR EDUCATIONAL, RELIGIOUS, AND PHILANTHROPIC INSTITUTIONS IN SYRIA AND LEBANON

Exchange of notes at Paris February 18, 1937

*Entered into force February 18, 1937*¹

51 Stat. 279; Executive Agreement Series 107

The Minister of Foreign Affairs to the American Ambassador

[TRANSLATION]

MINISTRY FOR FOREIGN AFFAIRS

Political Division

PARIS, *February 18, 1937*

MR. AMBASSADOR:

Being desirous of further clarifying the principles animating the exchange of notes between M. Poincaré and Ambassador Herrick, dated at Paris, respectively, on November 2, 1923, and December 18 of the same year,² the High Commissioner of the French Republic in Syria and the Lebanon formulated a decree, No. 292/LR, which was issued on December 20, 1934, a copy of which is enclosed; this text makes certain clarifications with respect to the rights and privileges of free importation for educational, religious and philanthropic institutions in the States under Mandate. My Government would welcome the comment of the American Government on the provisions of this decree and their effect on the American interests envisaged in the exchange of notes above referred to.

Please accept, Mr. Ambassador, the assurances of my very high consideration,

YVON DELBOS

His Excellency

The Honorable WILLIAM C. BULLITT,
Ambassador of the United States of America,
Paris.

¹ Existing rights of the United States and its nationals were recognized and continued in effect by agreements of Sept. 7 and 8, 1944, between the United States and Syria and Lebanon, respectively (EAS 434, *post*, SYRIA; EAS 435, *post*, LEBANON).

² TS 695, *ante*, p. 932.

[ENCLOSURE—TRANSLATION]

CUSTOMS

DECREE NO. 292/LR
of December 20, 1934,

carrying exemption from customs duties for importations made by religious communities, evangelical missions, educational establishments and philanthropic institutions

The High Commissioner of the French Republic,

In view of the decrees of the President of the French Republic under date of November 23, 1920, and July 16, 1933,

In view of the Ottoman customs regulations of December 31, 1910,

In view of Decrees Nos. 1734 of December 22, 1922, 1228 of May 13, 1927, 1711 of December 20, 1927, and 2045 of July 27, 1928.

DECREES :

ARTICLE 1. Exemption from customs duties is accorded, under the conditions and with the reservations provided for in the above texts, to the articles and products limitatively described below, imported by religious communities, evangelical missions, educational establishments and philanthropic institutions:

A) *Articles intended to be used in conducting religious worship in churches, temples, mosques, synagogues and other special houses of prayer:*

Gifts sent by sovereigns and chiefs of states.

Crucifixes, reliquaries of all kinds, ornamented or not ornamented.

Chalices, ostensories, ciboria, basins, ewers, censers, incense boats, altarcruets, trays and other utensils, of gold, silver or vermeil.

Candelabra, chandeliers, flower vases, whether ornamented or plain, artificial flowers, canopies, veils, cloth materials for the altar, hangings and materials, of silk or cotton, for ornamentation, braids and fringes of silk or silver, croziers of all kinds, altar pieces, whether ornamented or plain.

Sacerdotal or other clothing made up or not, intended exclusively for the religious service.

Carpets, wool, velvet, or embroidered with gold or silver.

Chandeliers (*lustres*) and lamps of silver, vermeil, metal or glass, gold and silver leaf, colors and paints intended for ornamentation, stained or unstained glass windows, candles, crude wax for making candles, incense, rosaries, gold and silver medals, pictures, statues and statuettes.

Organs and harmoniums, liturgical music, missals, prayer or songbooks and, in general, all books intended for conducting worship.

The articles listed above cannot profit from the exemption from customs duties except when imported in the name of religious communities or evangelical missions.

B) *Articles and products imported by religious communities and evangelical missions for the support of their members:*

Articles of apparel: ready-made clothing and dress accessories (excluding furs and other luxurious furnishings), headdress, shoes, leather and hides, woolen or cotton hosiery, cotton underclothing, silk, woolen or cotton ribbons, cords, threads and woven goods.

Articles and products for maintenance: bedding; articles of glass, faïence, porcelain or enameled iron, for the table or toilet; table knives, forks and spoons, of ordinary metal; kitchen utensils; housekeeping articles; garden-ing tools; vegetable and flower seeds, ordinary soap.

Food products: wheat flour, sugar, rice, coffee, tea, chicory, starch, spices, dry vegetables, potatoes, greases and fats, butter, oils, alimentary pastes and canned foods, cheese, table wine.

Office supplies: paper, pencils, pens and penholders, ink, ordinary inkwells, envelopes of paper.

The value of the goods which are admissible annually free of duty cannot exceed 7,000 Libano-Syrian piasters per person.

C) *Articles and products imported by houses of religious education (semi-naries and others) for the maintenance and instruction of their board-ing pupils, or for the instruction only, of pupils not boarded by them:*

Articles of apparel listed in paragraph B above, with the exception of rib-bons, cords, threads and tissues of silk.

Articles and products for maintenance listed in paragraph B above.

Alimentary products listed in paragraph B above, except table wine.

Office supplies listed in paragraph B above.

School supplies: chalk, blackboards, geographical maps and other books.

Special articles and products: sport goods, instruments and products for physical and chemical laboratories, apparatus for fixed luminous projections.

The value of the goods which are admissible annually duty free cannot exceed 2,500 Libano-Syrian piasters per boarded pupil, or 1,000 Libano-Syrian piasters per pupil not boarded.

D) *Articles and products imported by establishments of general or technical education for the instruction of their pupils:*

Office supplies listed in paragraph B above.

School goods listed in paragraph C above, to which should be added: tablets of slate or black cardboard, colors and accessories for artistic painting.

Special articles and goods listed in paragraph C above, to which should be added: musical instruments, collection specimens intended for establish-ments possessing a natural history museum, typewriters, duplicating machines and accessories, intended for establishments having a commercial course, wire-less or radio sets, laboratory instruments and products, surgical and medical

instruments, dental instruments and pharmaceutical products, intended for establishments of technical education.

The value of the goods which are admissible annually duty free cannot exceed 1,000 Libano-Syrian piasters per pupil.

E) *Articles and products imported by hospitals for the subsistence and care of the sick:*

Articles of apparel: woolen or cotton hosiery, cotton underclothing, wool or cotton thread, cotton cloth.

Subsistence articles and products listed in paragraph B above.

Alimentary products listed in paragraph B above, excluding table wine, but to which should be added: cocoa, chocolate, preserves, biscuits, condensed milk.

Special articles and products: surgical and medical instruments, dental instruments, laboratory instruments and products, medicines, dressings, anti-septic products, alcohol.

The value of the goods which are admissible annually duty free cannot exceed 7,000 Libano-Syrian piasters per bed.

F) *Articles and products imported by dispensaries for the care of the sick:*

Subsistence articles and products: household articles, ordinary soap.

Special articles and products listed in paragraph E above.

The value of the goods admissible annually duty free cannot exceed 1,200 Libano-Syrian piasters per person assisted.

G) *Articles and products imported by orphanages for the support and instruction of their inmates:*

Articles of apparel listed in paragraph B above, excluding leathers and hides, and silk ribbons, cords, threads and cloth.

Subsistence articles and products listed in paragraph B above.

Alimentary products referred to in paragraph E above.

Office supplies listed in paragraph B above.

School goods referred to in paragraph D above.

Special articles and products listed in paragraph C above, to which should be added: musical instruments, recompenses for prizes (ornamented books, frames, boxes and children's toys), patterns of fine lingerie, works of tapestry, samples and articles of dry goods, intended for girls' orphanages, tools and instruments for manual work, intended for boys' orphanages.

The value of the goods admissible annually duty free cannot exceed 2,500 Libano-Syrian piasters per orphan.

H) *Articles and products imported by hospices for the sustenance of their inmates:*

Articles of apparel contemplated in paragraph G above.

Sustenance articles and products listed in paragraph B above.

Alimentary products contemplated in paragraph E above.

Office supplies listed in paragraph B above.

The value of the goods admissible annually duty free cannot exceed 7,000 Libano-Syrian piasters per person assisted.

ARTICLE 2. The importations of construction materials, materials for the installation and maintenance of buildings, mechanical equipment, motors, appliances, apparatus and gear of all kind (electrical installations, pumps, etc.), made by the establishments contemplated in article 1 of this decree, continue to be governed by decrees Nos. 6/LR, 166/LR, 211/LR and 232/LR of January 31, 1931, July 30, September 13 and October 4, 1934.

Nevertheless, such materials and equipment do not benefit from exemption from customs duties unless they are introduced through a port of the Levantine States under French Mandate.

ARTICLE 3. Those articles, products, materials and equipment, enumerated above, for which like articles are found on the domestic market, produced by local industry or agriculture, may, simply by decision of the superior authorities, be excluded from the benefit of exemption from customs duties.

ARTICLE 4. The articles, products, materials and equipment listed in articles 1 and 2 of this decree are admitted duty free only if they are imported from countries that are members of the League of Nations, from the United States of America, or from countries benefiting from special tariff agreements.

Goods of all kinds, imported by privileged establishments or groups pay the maximum rate of duty when they originate in countries other than those referred to above.

ARTICLE 5. Although not included among the establishments to which the provisions of articles 1 and 2 of this decree apply, private clinics may benefit, for their free beds, from the exemption from duty provided for in paragraph E of article 1 above.

ARTICLE 6. All prior provisions contrary to this decree, which will come into force on January 1, 1935, are and remain revoked.

ARTICLE 7. The Secretary General and Inspector General of Customs are charged, each one in that which concerns him, with the execution of this decree.

BEIRUT, December 20, 1934.

The Secretary General

LAGARDE

The Legislative Adviser

A. MAZAS

The Inspector General of Customs

ROUX

The High Commissioner

D. DE MARTEL

*The Adviser of the High Commission
in Financial Affairs*

ABADIE GASQUIN

The American Ambassador to the Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
Paris, February 18, 1937

No. 221

EXCELLENCY:

I have received Your Excellency's note enclosing a copy of the decree of the French High Commissioner in Syria, No. 292/LR of December 20, 1934, which was destined to make precise the privileges granted in the exchange of notes between M. Poincaré and Ambassador Herrick, dated, respectively, November 2, 1923, and December 18 of the same year, for the American educational, religious and philanthropic institutions in Syria and the Lebanon. I note that you invite the comment of my Government.

This matter has been made the subject of considerable correspondence between the Embassy and the Ministry, and the Consulate General at Beirut and the High Commission, and my Government has always reserved the rights granted it by the Convention between the United States of America and France regarding the Mandate for Syria and the Lebanon, dated April 4, 1924,³ and more specifically mentioned in the exchange of notes above referred to, and therefore will consider Decree No. 292/LR of December 20, 1934, as an interpretation of the privileges granted, subject to two modifications:

First, the liberalization of the amounts to be imported free of duty by the American University of Beirut. The desire for this modification arises from the fact that scientific instruments, equipment for teaching, hospitals, etc., which must all be imported by the University, create a proportion of importation relative to the number of students far higher than similar importations which might be required by secondary institutions and other foundations. Therefore, the creation of a special category for institutions of university standing might be in the public interest in the Mandated areas, particularly since devaluation has lessened the import value of the present allowances.

Second, it is suggested that, in case the American educational, religious and philanthropic institutions appeal from a decision of the customs inspectors, either as to amounts or classifications, no payment be made until the appeal shall have been heard and decided by the highest customs authorities. The reason which motivates this request is that appeals under the present régime tie up philanthropic funds for considerable lengths of time until decisions are acted upon, after which claims may be entered for the return of the money, and there is a long tie-up of funds destined entirely for eleemosynary purposes, as well as unnecessary administrative delay and inconvenience to both parties.

³ TS 695, *ante*, p. 925.

Should Your Excellency be able to consent to the two above mentioned modifications of Decree 292/LR of December 20, 1934, my Government will be most happy to consider the decree so modified as a satisfactory interpretation of the rights granted it by treaty and interpreted in the exchange of notes, by which it receives most favored nation treatment in this respect.

I avail myself of this occasion to renew to Your Excellency the assurance of my highest consideration,

WILLIAM C. BULLITT

His Excellency

Monsieur YVON DELBOS,
Minister for Foreign Affairs,
Paris.

The Minister of Foreign Affairs to the American Ambassador

[TRANSLATION]

MINISTRY FOR FOREIGN AFFAIRS
Political Division

PARIS, *February 18, 1937*

MR. AMBASSADOR:

I have received your note of to-day's date setting forth the observations of your Government on the customs regime for American educational, religious and philanthropic institutions, and suggesting certain modifications which your Government feels would make less difficulty in the interpretation of the rights granted by the Convention between the United States of America and France regarding the Mandate for Syria and the Lebanon, dated April 4, 1924, and the exchange of notes of November 2, 1923, and December 18 of the same year.

My Government, which has been moved in its action in this matter by the desire to interpret the spirit of its international engagements for the best interests of the States of the Levant under French Mandate, is pleased to accept the modifications of that interpretation which you suggest, and will take the necessary measures in order to make the following modifications in the texts of the current laws:

Paragraph (d) of Article 248 of the Customs Code shall be rectified as follows:

(d) Articles and products imported by establishments of technical and general education for the instruction of their pupils:

The value of merchandise annually admissible in franchise may not exceed 1,500 Libano-Syrian piasters per pupil for establishments of primary and secondary grade; and 2,500 Libano-Syrian piasters per pupil for establishments of university grade.

Article 251 of the Customs Code shall be completed as follows:

"In general, the sums receivable on any privileged importation shall be paid

into the account of the Customs. However, the latter may accept in lieu of the above-mentioned payments the guarantee of a bank previously consented to by the head of the interested Customs office, whenever the total of the amounts to be paid in shall exceed 1,000 Libano-Syrian pounds; or the deposit of a pledge by the foreign beneficiary establishment, transmitted by its Consul."

Please accept, Mr. Ambassador, the assurances of my highest consideration,

YVON DELBOS

His Excellency

The Honorable WILLIAM C. BULLITT,
*Ambassador of the United States of America,
Paris.*

[ENCLOSURE—TRANSLATION]

CUSTOMS

DECREE NO. 53/L.R.
of March 27, 1937,

making modification No. 14 to the
"Code des Douanes"

The High Commissioner of the French Republic,

Considering the decrees of the President of the French Republic dated November 23, 1920, and July 16, 1933,

Considering Decree No. 137/LR of June 15, 1935, called "Code des Douanes", and subsequent decrees making modifications Nos. 1 to 13 in this Code,

DECREES:

ARTICLE 1. Decree No. 137/LR of June 15, 1935, called "Code des Douanes" is modified or completed as follows:

Article 248 Section d—Last paragraph.—To be replaced by the following text:

The value of merchandise admitted annually free of duty may not exceed 1,500 Syrian piasters per pupil for establishments of primary or secondary instruction, and 2,500 Syrian piasters for university establishments.

Article 251. To be completed as follows:

. . . , or the deposit of a guarantee of the foreign institution in question transmitted by its consul.

Article 334. The first paragraph to be replaced by the following text:

The Customs Administration is exempted from stamp formalities for all instruments which it might be called upon to produce or to demand judicially, as well as from payment of all judicial expenses occasioned by the actions

which it might have to initiate or to defend judicially. It is likewise exempted from all costs of executions of judgments, and the Treasury's preferential claim cannot be alleged against the full exercise of its rights.

Article 351. New text:

For the recovery of all rights, fines, confiscations and restitutions, the Customs Administration disposes of a general privilege upon the movable patrimony of its debtors. This privilege may be exercised under all circumstances, even in case of bankruptcy and by preference over all debts, except those for the conservation of the subject matter (*res*), for judicial costs incurred by third parties, and claims benefited by general privilege upon household effects.

It has first claim on sums deposited by the debtors as a preliminary to an opposition or appeal.

Article 351 bis, new.

The bondsman who pays to the Customs the amount guaranteed is subrogated in the rights, privileges and mortgages of the Administration.

Furthermore, the Customs may, without the consent of the debtor, cede or transfer to any third party, even to joint debtors and even when the right may be doubtful or the object of judicial action, any debt which is due to it by any right whatsoever, and may confer upon the grantee or beneficiary subrogation in its rights, privileges and mortgages against the debtor and his bondsman.

The subrogation granted by the Customs shall be exercised always for the benefit of the titular owner in the same conditions under which the Administration would exercise it.

In any case, the person subrogated enters into the rights, privileges and mortgages of the Administration after payment into the funds of the Customs of the amount of the obligation. The quality of subrogation is established, without further formality, by the receipt delivered by the Customs which defines the conditions and limits of the subrogation.

ARTICLE 2. The Secretary General and the Inspector General of Customs are charged, each within his own province, with the execution of the present decree.

BEIRUT, *March 27, 1937*

The Secretary General,
MEYRIER

*Economic Adviser of the High
Commission,*
RECLUS

Legislative Adviser,
A. MAZAS

The High Commissioner,
D. DE MARTEL

*For the Financial Adviser of
the High Commission,*
ROUCOLLE

Inspector General of Customs,
ROUX

VISA FEES

Exchange of notes at Paris January 12 and 14, 1938

Entered into force January 15, 1938

*Replaced January 1, 1947, by agreement of November 20 and December 10, 1946*¹

52 Stat. 1513; Executive Agreement Series 125

The American Ambassador to the Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
Paris, France, January 12, 1938

No. 836

EXCELLENCY:

I have the honor to confirm to Your Excellency in the following terms the tentative agreement reached as a result of informal discussions between the competent bureau of the Ministry of Foreign Affairs and this Embassy for a reciprocal increase of the tariff for passport visas charged by the Governments of France and the United States:

(a)—Passport visas issued to American citizens by French Consuls will be valid for two years, unless the passport is valid for a lesser period, in which case the visa will be valid only during the period of validity of the passport. The visa will give the right to enter France as often as the holder may wish during its validity. The fee will be seventy-five francs.

(b)—The fee for a non-immigrant passport visa valid for any number of entries into the United States by a bearer of a French passport during a period of twelve months from the date of issue of the visa shall be two dollars and seventy-five cents United States currency, or approximate equivalent in francs; provided the passport remains valid during that period and that the non-immigrant status of the bearer of the passport is maintained. The passport visa applied for will be granted and the length of sojourn determined in accordance with existing regulations.

A second visa, subject to the same conditions, and provided the passport remains valid, will be issued gratis if applied for by the date of expiration of the original visa or within one year thereafter, provided that the validity

¹ TIAS 1608, *post*, p. 1193.

of such visa shall not exceed one year nor extend beyond two years from the date on which the original visa was issued.

(c)—The fee for transit visas issued to American citizens by French Consuls, to be valid fifteen days, will be ten francs.

(d)—The fee for transit visas to be granted to bearers of French passports by American Consuls will be fifty cents United States currency, or approximate equivalent in francs.

(e)—No visa fees shall be collected from American or French members of delegations representing war veterans organizations temporarily visiting the United States or France.

(f)—The aforementioned agreement shall become effective January 15, 1938.

My Government has authorized me to accept, on its behalf, the provisions of the aforementioned agreement and to signify that it will take the steps necessary to give effect to the agreement as of January 15, 1938, upon being advised that Your Excellency's Government is disposed to give like effect to the understanding as of the date mentioned.

I avail myself of this occasion of renewing to Your Excellency the assurance of my highest consideration.

WILLIAM C. BULLITT

His Excellency

Monsieur YVON DELBOS,
Minister of Foreign Affairs,
Paris

The Minister of Foreign Affairs to the American Ambassador

[TRANSLATION]

FRENCH REPUBLIC
MINISTRY OF FOREIGN AFFAIRS
Office of Assistant Director of Chancelleries
and of the Office of Administrative Claims
1st Bureau

H. 7.9/23
1937

No. 1

PARIS, *January 14, 1938*

MR. AMBASSADOR:

I have the honor to acknowledge the receipt of your letter of January 12, 1938, in regard to the reciprocal increase of the tariff for passport visas applicable between our two countries, wherein it is stated that:

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

I am pleased to notify you of the agreement of the French Government to the terms of the aforementioned arrangement and I am giving the instructions necessary to its entry into force as of January 15, 1938.

Please accept, Mr. Ambassador, the assurances of my very high consideration.

For the Minister of Foreign Affairs
by delegation

The Ambassador of France
Secretary General
ALEXIS LEGER

His Excellency

Mr. WILLIAM C. BULLITT,

Ambassador of the United States of America,
Paris

COMMERCIAL SAMPLES AND MODELS

Exchange of notes at Paris August 26, 1938

Entered into force August 26, 1938

*Amended by agreement of September 22 and October 7, 1938*¹

*Obsolete*²

Department of State files

The American Ambassador to the Minister of Foreign Affairs

No. 1251

PARIS, August 26, 1938

EXCELLENCY:

Pursuant to the exchange of views which has taken place between our two governments concerning the temporary admission into the United States of French samples and models, I have the honor to inform Your Excellency the samples and models of goods imported with a view to receiving orders and not destined for sale, originating in and coming from French customs territory, are at present, under the provisions of Section 308 of the American Tariff Act of 1930,³ admitted into the United States free of customs duty.

However, a bond guaranteeing their reexportation within six months from the date of their importation and representing twice the amount of the duties applicable to these articles provided for in the American Tariff Act, or a cash deposit equal to the amount of the duties, is required at the time of their importation.

The Federal Government may extend for a further period, not to exceed six months, the above delay of reexportation, if the request is made by the importers.

The foregoing provisions are also applicable to ladies' dress models imported by manufacturers to be used in their own establishments and not for sale.

I should be grateful if you would inform me if the French Government is willing to grant similar treatment to samples and models originating in and coming from the United States, imported temporarily into French customs territory.

¹ *Post*, p. 1032.

² See International Convention To Facilitate the Importation of Commercial Samples and Advertising Material (8 UST 1636; TIAS 3920).

³ 46 Stat. 590.

I avail myself of this occasion to renew to Your Excellency the assurance of my highest consideration.

WILLIAM C. BULLITT

His Excellency

Monsieur GEORGES BONNET

Minister of Foreign Affairs

Paris

The Minister of Foreign Affairs to the American Ambassador

[TRANSLATION]

FRENCH REPUBLIC
MINISTRY OF FOREIGN AFFAIRS

1/C.M.
Division of Political and
Commercial Affairs
Commercial Relations

PARIS, August 26, 1938

MR. AMBASSADOR:

Under date of August 26, 1938, you were good enough to send me the following communication:

[For text of U.S. note, see above.]

In acknowledging the receipt of this communication, I have the honor to inform Your Excellency that as long as the provisions stated in the said communication are maintained in the United States, the French Government will accord, as a measure of reciprocity, the following treatment to the importation of samples and models manufactured in the United States.

Samples and models originating in and coming from the United States, which are subject to customs duties and are not prohibited, imported by commercial travelers with a view to receiving orders and not destined for sale, shall be admitted temporarily free of duty within French customs territory against a deposit of the amount of the duties and taxes, or a bond guaranteeing the eventual payment of these duties. (Articles subjected to quota restrictions shall not be considered as prohibited.)

The delay for reexportation shall be fixed at six months with facility of extension for another period of the same duration. After this delay, the payment of duties shall be required on samples which have not been reexported.

In order to benefit by the foregoing customs privileges, commercial travelers of the United States shall be bearers of an identity card containing a statement in English or French of the essential facts identifying the bearer as a commercial traveler. This identity card need not be in any standard form and need not bear the consular visa.

The present provisions are not applicable to itinerant industries, nor to pedlars, nor to persons trying to get orders from private individuals who have no commerce or industry.

Please accept, Mr. Ambassador, the assurance of my very high consideration.

For the Minister of Foreign Affairs
Minister Plenipotentiary
Director of Political and Commercial Affairs
MASSIGLI

His Excellency
Monsieur WILLIAM C. BULLITT
Ambassador of the United States
Paris

COMMERCIAL SAMPLES AND MODELS

Exchange of notes at Paris September 22 and October 7, 1938, amending agreement of August 26, 1938

Entered into force October 7, 1938

*Obsolete*¹

Department of State files

The American Ambassador to the Minister of Foreign Affairs

No. 1301

PARIS, September 22, 1938

EXCELLENCY:

I have the honor to refer to the Embassy's Note No. 1251 of August 26, 1938,² and to Your Excellency's reply thereto of the same date, as well as to the previous exchange of views concerning the temporary admission into the United States of French samples and models and, reciprocally, the temporary admission into France of samples and models manufactured in the United States.

It has been noted that while the suggested reply of Your Excellency's Government, transmitted with the Embassy's note No. 1208 of July 30, 1938, the wording of which the Embassy was verbally informed was entirely satisfactory, contained the phrase in English, "whether directly or indirectly", with reference to "samples and models originating in and coming from the United States" when imported into France, the aforesaid note of Your Excellency's Government of August 26 omitted the words, "whether directly or indirectly". The Embassy is now in receipt of instructions therefore to inform Your Excellency's Government that it is our understanding that the phrase, "en provenance de", as used in the exchange of notes under reference shall include American samples and models entering France either directly or indirectly.

Inasmuch as the notes exchanged under date of August 26 do not as yet appear to have been published in the JOURNAL OFFICIEL, I venture to inquire of Your Excellency whether it is the intention of the French Government thus to publish them.

¹ See International Convention To Facilitate the Importation of Commercial Samples and Advertising Material (8 UST 1636; TIAS 3920).

² *Ante*, p. 1029.

I avail myself of this occasion to renew to Your Excellency the assurance of my highest consideration.

For the Ambassador:
EDWIN C. WILSON

The Ministry of Foreign Affairs to the American Embassy

[TRANSLATION]

FRENCH REPUBLIC
MINISTRY OF FOREIGN AFFAIRS

11/RB
Division of Political and
Commercial Affairs
Commercial Relations

PARIS, *October 7, 1938*

In its note of September 22 the Embassy of the United States requested the Ministry of Foreign Affairs to inform it if the formula: "samples and models originating in and coming from the United States . . . , imported by commercial travelers . . . shall be admitted temporarily free of duty within French customs territory", which appears in the Franco-American exchange of letters of August 26, 1938, concerning samples and models, may be considered as applying to American samples and models imported "either directly or indirectly" into France.

The Ministry of Foreign Affairs has the honor to inform the Embassy that the provisions of the aforesaid exchange of letters may be considered as applying to samples and models originating in and coming from the United States, imported directly by American commercial travelers, or those which are addressed to them, in France, by the American houses or companies which they represent.

EMBASSY OF THE UNITED STATES
Paris

AIR NAVIGATION

*Exchange of notes at Paris July 15, 1939, with text of arrangement
Entered into force August 15, 1939
Terminated April 25, 1970¹*

53 Stat. 2408; Executive Agreement Series 152

The American Ambassador to the Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
Paris, July 15, 1939

No. 1929

EXCELLENCY:

I have the honor to inform you that the Government of the United States of America desires to conclude with the Government of France a reciprocal arrangement in the following terms, governing the navigation of aircraft of each country in territory of the other country.

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

ARTICLE 1

Pending the conclusion of a convention between the United States of America and France on the subject of air navigation, the movement of aircraft of one contracting Party over the territory of the other contracting Party shall be governed by the following provisions:

ARTICLE 2

The present arrangement shall apply to the metropolitan territory of France and the United States of America, as well as the following territories, possessions or colonies, including their territorial waters over which the two countries respectively exercise jurisdiction:

- (a) St. Pierre and Miquelon;
Martinique;
Guadaloupe and dependencies; and
French Guiana.

¹ Pursuant to notice of termination given by the United States.

- (b) Puerto Rico;
Virgin Islands of the United States; and
American Samoa.

ARTICLE 3

The term "aircraft" employed in the present agreement shall be understood to mean private aircraft, and State aircraft, other than military, customs and police aircraft, duly registered in the territory of either of the contracting Parties.

The present arrangement does not apply to military, customs or police aircraft of either contracting Party, which may not, without special authorization, be flown over the territory of the other contracting Party nor land there.

ARTICLE 4

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

It is, however, agreed that the establishment and operation, by an enterprise of one of the contracting Parties, of a regular air route or air transport service to, over or away from the territory of the other contracting Party, with or without a stop, shall be subject to the consent of such other Party. Any air transport enterprise of either Party applying for permission to operate such regular air route or air transport service shall be required to submit its application through diplomatic channels.

With the reservation of the stipulations contained in the second paragraph above concerning regular air routes or air transport services for which special consent is necessary, the aircraft of either contracting Party may proceed to one or more points of the territory of the other Party, either to land part or all of their passengers or of their cargo of foreign origin, or to take aboard part or all of their passengers, or of their cargo for a foreign destination. Each of the Parties to this arrangement may reserve to its own aircraft air commerce wholly within its own territory.

The term "air commerce" as used in the preceding paragraph shall, with respect to the Parties to this arrangement, be understood to mean:—(a) navigation of aircraft in territory of either Party in the conduct or furtherance of a business; (b) the commercial transport of persons or goods between any two points in the territory of either Party.

ARTICLE 5

The aircraft of each of the contracting Parties, their crews and passengers, and goods carried thereon, shall, while within the territory of the other Party,

be subject to the laws in force in that territory, including all regulations relating to air navigation applicable to foreign aircraft, the transport of passengers and goods, and public safety and order, as well as any regulations concerning immigration, quarantine, customs and clearance.

The contracting Parties agree to adopt all practicable measures, through the issuance of special regulations or otherwise, to facilitate and expedite communication by aircraft between their respective territories, and to prevent unnecessary delays to aircraft, their crews and passengers, cargo, and the personnel of the aircraft companies traveling on business of the companies, especially in the administration of the laws relating to immigration, customs and clearance.

Subject to the provisions of the first paragraph of this article and to the laws and regulations therein specified, the carriage of passengers, and the import or export of all merchandise which may be legally imported or exported, will be permitted in aircraft of the one Party into or from the territory of the other Party; and, subject to the provisions of the first paragraph of this Article and to the laws and regulations therein specified, such aircraft, their crews, passengers and cargoes, shall enjoy in the territory of the other Party the same privileges as are enjoyed by aircraft, their crews, passengers, and cargoes of the mentioned territory or foreign aircraft engaged in international commerce, their crews, passengers and cargoes; and they shall not, merely by reason of the nationality of the aircraft, be subjected to duties or charges other or higher than those which are or may be imposed on aircraft of the territory referred to or on aircraft of another foreign country engaged in international commerce, or on their crews, passengers or cargoes, it being understood that in this respect the claimant has the choice of national or most-favored-nation treatment.

Upon arrival in the territory of either of the contracting Parties, the fuel and lubricants contained in the tanks of the aircraft shall be admitted free of customs and other duties. However, no quantity can be unloaded free of duty except temporarily and under customs control.

Upon departure of aircraft of either contracting Party from territory of the other contracting Party for a point outside of such territory, fuel and lubricants intended for the refueling and lubrication of such aircraft will, on a basis of reciprocity and to the extent permitted by the laws and regulations of the contracting Party in force in the territory of departure, be furnished either free of customs and other duties or, alternatively, the duties levied on such fuel and lubricants will be refunded.

The expression "customs and other duties" includes import, export, excise, and internal duties and taxes of all kinds levied upon the fuel and lubricants.

Aircraft of either Party, and also their equipment and spare parts on board, are in principle liable, on landing in a territory of the other party, to customs and other duties of all kinds normally chargeable on importation.

If they are to be re-exported, they are entitled to temporary admission free of duty under the conditions contemplated by the Customs regulations of each of the contracting Parties, who will endeavor to reduce their formalities to the strict minimum, especially as regards aircraft belonging to regular lines.

Similar treatment shall be accorded to spare parts and material imported separately for the repair of such aircraft; parts replaced must, if the Customs so require, be re-exported under Customs supervision.

ARTICLE 6

Each one of the two contracting Parties shall have the right, for reasons of a military nature or in the interest of public safety, to prohibit flights over certain areas of its territory by all aircraft private or commercial of the other contracting Party, under the penalties provided by its legislation, it being understood that in any case at issue no distinction in this matter will be made between its aircraft engaged in international commerce and the aircraft of the other Party likewise engaged. The areas above which air navigation is thus prohibited by either Party must be notified to the other Party.

Each of the contracting Parties reserves to itself, in addition, the right, in time of peace, under exceptional circumstances, to limit or prohibit temporarily and with immediate effect, air navigation above its territory or any part thereof on condition that this restriction or prohibition shall be made applicable without any distinction of nationality between them, to the aircraft of the other Party and to the aircraft of any other foreign country.

ARTICLE 7

Any aircraft which finds itself over a prohibited area shall, as soon as it is aware of the fact, give the signal of distress prescribed by the air regulations in force in the country flown over; it shall furthermore land as soon as possible at an aerodrome situated in the territory of said country and as near as possible to such prohibited area.

This same obligation applies to aircraft flying over a prohibited area and to which the special signal intended to draw their attention shall have been given.

ARTICLE 8

All aircraft shall carry clearly visible distinctive marks by which their identity may be recognized during flight (nationality and registration marks).

All aircraft must be provided with certificates of registration and airworthiness and with all other documents prescribed for air navigation in the country in which they are registered.

ARTICLE 9

All members of the crew who perform in an aircraft of either of the contracting Parties, duties for which certificates or licenses are required in the

country in which such aircraft is registered, must be provided with said certificates and licenses delivered by the authorities of such country.

The other members of the crew must carry documents mentioning their duties on board, their profession, identity and nationality.

The crew and passengers, unless otherwise specified, must carry the documents required by the regulations in force governing international traffic.

ARTICLE 10

The certificates of airworthiness, certificates of competency and licenses, issued or rendered valid by the country whose nationality is possessed by the aircraft, shall be considered by the other country as being in accordance with the regulations governing air traffic to the same extent as the corresponding documents delivered or rendered valid by the latter.

However, each of the contracting Parties reserves the right to refuse to recognize, for the purpose of flight within the boundaries of and above its own territory, certificates of competency and licenses issued to its own nationals by the other contracting Party.

ARTICLE 11

Aircraft, their crews and passengers, may not carry arms, ammunition, noxious gases, explosives, carrier pigeons, or photographic apparatus, except by permission of the country within whose air space the aircraft is navigating.

However, the transportation of accessories necessary to the operation and navigation of the aircraft (rockets, flares, etc.) is not prohibited.

If the carriage of photographic apparatus is permitted it must, unless otherwise especially authorized, be so placed that utilization thereof during flight will be impossible.

Each of the contracting Parties has the right, for reasons of public order and safety, to limit or prohibit on its territory the transportation of articles other than those enumerated in the first paragraph of the present article, provided that no difference is made in that respect between its national aircraft employed in international traffic and the aircraft of the other contracting Party so employed.

ARTICLE 12

Upon the departure or landing of aircraft, each contracting Party may, within its own territory, and through its competent authorities, search the aircraft of the other Party and examine the certificates and other documents prescribed.

ARTICLE 13

Aerodromes open to public air traffic in the territory of one of the Parties to this arrangement shall, in so far as they are under its control, be open to all aircraft of the other Party, which may equally utilize the meteorological information services, the wireless services, the lighting services and day and

night signalling services, in so far as those several classes of services are under the control of the Party in whose territory they respectively are situated. Any charges, landing, accommodation charges, et cetera, in so far as such charges are under the control of the pertinent contracting Party, shall be the same for the aircraft of each of the two contracting Parties.

ARTICLE 14

Upon entry or departure, aircraft going to or proceeding from the territory of either of the contracting Parties shall land at or depart from an aerodrome open to public air traffic and classed as a customs aerodrome (with passport control service), at which facilities exist for clearance of aircraft and enforcement of immigration regulations. No intermediary landing shall be effected between the frontier and that aerodrome. In special cases, the competent authorities may allow aircraft to depart from or land at other aerodromes, at which customs, immigration, clearance and passport control formalities shall be accomplished. The cost entailed by this special service shall, to such extent as may be required under the local regulations, then be paid by the owner or person in charge of the aircraft. The prohibition of any intermediary landing applies also in these special cases.

In the event of a forced landing outside the aerodrome referred to in the first paragraph of this article, the captain of the aircraft, the crew and passengers, must conform with the national regulations applying to such cases.

The Parties to this arrangement shall exchange lists of the aerodromes in their territories from time to time designated by them as ports of entry and departure.

ARTICLE 15

Each of the contracting Parties reserves the right to determine that the frontiers may be crossed only between certain points. In such case notification of the decision will be given to the other Party.

ARTICLE 16

It is forbidden to drop, from aircraft in flight, any ballast other than fine sand or water.

ARTICLE 17

In the course of flight, only those articles or substances, other than ballast, may be dropped or otherwise discharged, for which a special authorization shall have been given by the authorities of the country flown over.

ARTICLE 18

Aircraft of either of the Parties operating in the territory of the other Party may be equipped with wireless apparatus only if the necessary license to install and work such apparatus, issued by the competent authorities of the contracting Party in which the aircraft is registered, shall have been obtained.

The use of such apparatus shall be in accordance with the regulations on the subject issued by the competent authorities of the contracting Party flown over.

Such apparatus shall be used only by such members of the crew as are provided with a special license for the purpose issued by the competent authorities of the contracting Party in which the aircraft is registered.

ARTICLE 19

In all questions of nationality that may arise in carrying out the present arrangement, it is agreed that aircraft possess the nationality of the country in whose territory they are duly registered.

The registration of aircraft referred to in the preceding paragraph shall be performed in compliance with the laws and special provisions of each contracting Party.

ARTICLE 20

The contracting Parties shall communicate to each other from time to time the regulations relative to air navigation in force in their respective territories.

ARTICLE 21

Either Party may, at any time after the present arrangement comes into force, apply the provisions of the arrangement to any of the territories under its jurisdiction, including territorial waters, that are not mentioned in Article 2. Such application shall be by notification in writing, given to the other Party, and shall become effective sixty days from the day when the notification shall have been given.

The Party extending this arrangement to the additional territory under its jurisdiction cited in the preceding paragraph, may subsequently terminate such application, the decision coming into effect only upon sixty days' notice.

ARTICLE 22

The present arrangement shall be subject to termination by either Party upon sixty days' notice given to the other Party.

If the Government of France agrees to the foregoing provisions, I have the honor to suggest that the present note and Your Excellency's reply in similar terms, be regarded as constituting an arrangement between the two Governments which shall come into force on August 15, 1939.

I avail myself of this occasion to renew to Your Excellency the assurance of my highest consideration.

WILLIAM C. BULLITT

His Excellency

Monsieur GEORGES BONNET,
Minister of Foreign Affairs,
Paris.

The Minister of Foreign Affairs to the American Ambassador

[TRANSLATION]

FRENCH REPUBLIC
MINISTRY OF FOREIGN AFFAIRS
A/R

Division of Administrative
Affairs and International Unions

PARIS, *July 15, 1939*

MR. AMBASSADOR:

I have the honor to acknowledge receipt of Your Excellency's note dated today and to inform you that the Government of the French Republic agrees that the following provisions shall constitute a reciprocal arrangement with the Government of the Republic of the United States of America.

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

The present note and Your Excellency's communication of today's date, drafted in similar terms, shall be considered as confirming between the two Governments an arrangement effected on the subject of air navigation, which shall enter into effect on August 15, 1939.

Please accept, Mr. Ambassador, the assurances of my highest consideration.

For the Minister of Foreign Affairs
and by delegation

the Ambassador of France
Secretary General

ALEXIS LÉGER

His Excellency

WILLIAM C. BULLITT,

Ambassador of the United States of America,
Paris.

AIR TRANSPORT SERVICES

*Exchange of notes at Paris July 15, 1939, with text of agreement
Entered into force August 15, 1939*

Supplemented by agreement of December 28 and 29, 1945 ¹

Superseded by agreement of March 27, 1946 ²

53 Stat. 2422; Executive Agreement Series 153

The American Ambassador to the Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
Paris, July 15, 1939

No. 1930

EXCELLENCY:

I have the honor to inform you that the Government of the United States of America desires to conclude with the Government of France a reciprocal arrangement in the following terms, governing the operation of air transport services of each country in territory of the other country.

AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND FRANCE FOR THE OPERATION OF AIR TRANSPORT SERVICES

ARTICLE 1

The Government of the United States of America agrees that aircraft of French registration belonging to French air carrier enterprises, holding proper authorization from the French Government, shall be permitted to operate into United States territory in the conduct of transatlantic air transport services carrying passengers, goods and mail, subject to the conditions hereinafter specified.

The Government of France agrees that aircraft of United States registration, belonging to United States air carrier enterprises, holding proper authorization from the Government of the United States, shall be permitted to operate into French territory in the conduct of transatlantic air transport services carrying passengers, goods and mail, subject to the conditions hereinafter specified.

¹ TIAS 1679, *post*, p. 1102.

² TIAS 1679, *post*, p. 1109.

The Government of the United States will accord to French air carrier enterprises a number of frequencies equal to that requested of the Government of France by the Government of the United States and accorded by the Government of France to the Government of the United States for use by the latter's air carrier enterprises engaged in transatlantic services with final points of destination in France; provided, that the number of such frequencies shall not be less than two round trips per week. The Government of France will also accord to the Government of the United States additional frequencies for use by its authorized air carrier enterprises engaged in transatlantic air services, with the right to fly into, through and away from France en route to and from a final point of destination in other countries, and on such additional frequencies to embark and disembark passengers, goods and mail in France.

The air carrier enterprises of each Party will be required to qualify before the competent aeronautical authorities of the other Party under its applicable laws before being permitted to engage in the operations contemplated in this agreement.

The terms of the permits, the airports to be used for the respective services, the routes or airways to be flown within the respective territories of the Parties between the designated airports, the frequency of schedules and other appropriate details of the conduct of the air transport services contemplated by this agreement shall be determined by the competent authorities of the Parties. Any permit issued by the competent aeronautical 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 other cause except on two years' notice, given by the issuing government to the other government.

Technical and commercial agreements may be entered into between the air transport enterprises authorized by the Governments of France and the United States to operate the services contemplated herein. Such agreements shall be subject to the approval of the competent authorities of the two Governments.

ARTICLE 2

The parties hereto agree not to impose any restrictions or limitations as to airports, routes, or connections with other transportation services, and facilities in general to be utilized within their respective territories which might be competitively or otherwise disadvantageous to the air carrier enterprises of the other Party.

ARTICLE 3

The aircraft operated by the 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 agreement.

The aircraft operated by French air carrier enterprises shall conform at all times with the airworthiness requirements prescribed by the competent aeronautical authorities of France for aircraft employed in air transportation of the character contemplated by this agreement.

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 agreement and compliance therewith, and whenever the need therefor appears, the Parties may enter into an agreement prescribing such uniform safety standards.

ARTICLE 4

The matter of the transportation of mail shall be subject to agreement between the competent authorities of both Parties.

ARTICLE 5

The present agreement has been negotiated pursuant to the provisions of Article 4 of the air navigation arrangement between the United States and France, signed at Paris on July 15, 1939,³ and the operations contemplated hereunder shall be conducted subject to the applicable terms thereof.

ARTICLE 6

This agreement shall be subject to termination on two years' notice given by either Government to the other Government.

If the Government of France agrees to the foregoing provisions, I have the honor to suggest that the present note and Your Excellency's reply in similar terms, be regarded as constituting an arrangement between the two Governments which shall come into force on August 15, 1939.

I avail myself of this occasion to renew to Your Excellency the assurance of my highest consideration.

WILLIAM C. BULLITT

His Excellency
Monsieur GEORGES BONNET,
Minister of Foreign Affairs,
Paris.

³ EAS 152, *ante*, p. 1034.

The Minister of Foreign Affairs to the American Ambassador

[TRANSLATION]

FRENCH REPUBLIC
MINISTRY OF FOREIGN AFFAIRSA/R
Division of Administrative
Affairs and International UnionsPARIS, *July 15, 1939*

MR. AMBASSADOR:

I have the honor to acknowledge receipt of Your Excellency's note dated today and to inform you that the Government of the French Republic agrees that the following provisions shall constitute a reciprocal arrangement with the Government of the Republic of the United States of America.

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

The present note and Your Excellency's communication, of today's date, drafted in similar terms, shall be considered as confirming between the two Governments an arrangement effected for the operation of trans-Atlantic air transportation services which shall enter into effect on August 15, 1939.

Please accept, Mr. Ambassador, the assurances of my highest consideration.

For the Minister of Foreign Affairs
and by delegation

the Ambassador of France
Secretary General

ALEXIS LÉGER

His Excellency

WILLIAM C. BULLITT,

Ambassador of the United States of America,
Paris.

DOUBLE TAXATION: TAXES ON INCOME

Convention and protocol signed at Paris July 25, 1939

Senate advice and consent to ratification December 6, 1944

Ratified by the President of the United States December 15, 1944

Ratified by France December 29, 1944

Ratifications exchanged at Paris December 30, 1944

Entered into force January 1, 1945

Proclaimed by the President of the United States January 5, 1945

*Modified and supplemented by agreement of May 6 and 31, 1946;¹
convention of October 18, 1946;² protocol of May 17, 1948;³ and
convention of June 22, 1956⁴*

Superseded August 11, 1968, by convention of July 28, 1967⁵

59 Stat. 893; Treaty Series 988

CONVENTION FOR THE AVOIDANCE OF DOUBLE TAXATION AND THE ESTABLISHMENT OF RULES OF RECIPROCAL ADMINISTRATIVE ASSISTANCE IN THE CASE OF INCOME AND OTHER TAXES

THE PRESIDENT OF THE UNITED STATES OF AMERICA AND THE PRESIDENT OF THE FRENCH REPUBLIC, being desirous of avoiding double taxation and of establishing rules of reciprocal administrative assistance in the case of income and other taxes, have decided to conclude a Convention and for that purpose have appointed as their respective plenipotentiaries:

THE PRESIDENT OF THE UNITED STATES OF AMERICA:

MR. WILLIAM CHRISTIAN BULLITT, Ambassador Extraordinary and Plenipotentiary of the United States of America to France;

THE PRESIDENT OF THE FRENCH REPUBLIC:

M. GEORGES BONNET, Member of the Chamber of Deputies, Minister for Foreign Affairs,

who, having communicated to one another their full powers found in good and due form, have agreed upon the following Articles:

¹ *Post*, p. 1166.

² TIAS 1982, *post*, p. 1178.

³ TIAS 1982, *post*, p. 1251.

⁴ 8 UST 843; TIAS 3844.

⁵ 19 UST 5280; TIAS 6518.

TITLE I
Double Taxation

ARTICLE 1 ⁶

The taxes referred to in this Convention are:

(a) In the case of the United States of America:

The federal income taxes, including surtaxes and excess-profits taxes;

(b) In the case of France:

- (1) The real estate tax;
- (2) The industrial and commercial profits tax;
- (3) The annual tax on undistributed profits; ⁷
- (4) The agricultural profits tax;
- (5) The tax on salaries, allowances and emoluments, wages, pensions and annuities;
- (6) The professional profits tax;
- (7) The tax on income from securities and movable capital;
- (8) The general income tax.

ARTICLE 2 ⁸

Income from real property, including income from agricultural undertakings, shall be taxable only in the State in which such real property is situated.

ARTICLE 3

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 to its permanent establishment in the latter State.

No account shall be taken, in determining the tax in one of the contracting States, of the purchase of merchandise effected therein by an enterprise of the other State for the purpose of supplying establishments maintained by such enterprise in the latter State.

The competent authorities of the two contracting States may lay down rules by agreement for the apportionment of industrial and commercial profits.

The term "industrial and commercial profits" shall not include the following:

⁶ For modifications and supplements to art. 1, see convention of June 22, 1956 (8 UST 843; TIAS 3844).

⁷ Reference to tax on undistributed profits eliminated by convention of Oct. 18, 1946 (TIAS 1982, *post*, p. 1182).

⁸ See also para. II, protocol of signature, p. 1056.

- (a) Income from real property;
- (b) Income from mortgages, from public funds, securities (including mortgage bonds), loans, deposits and current accounts;
- (c) Dividends and other income from shares in a corporation;
- (d) Rentals or royalties arising from leasing personal 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;
- (e) Profit or loss from the sale or exchange of capital assets.

Subject to the provisions of this Convention the income referred to in paragraphs (a), (b), (c), (d) and (e) shall be taxed separately or together with industrial and commercial profits in accordance with the laws of the contracting States.

ARTICLE 4

American enterprises having permanent establishments in France are required to submit to the French fiscal administration the same declarations and the same justifications, with respect to such establishments, as French enterprises.

The French fiscal administration has the right, within the provisions of its national legislation and subject to the measures of appeal provided in such legislation, to make such corrections in the declaration of profits realized in France as may be necessary to show the exact amount of such profits.

The same principle applies *mutatis mutandis* to French enterprises having permanent establishments in the United States.

ARTICLE 5 ⁹

When an American enterprise, by reason of its participation in the management or capital of a French enterprise, makes or imposes on the latter, in their commercial or financial relations, conditions different from those which would be made with a third enterprise, any profits which should normally have appeared in the balance sheet of the French enterprise, but which have been in this manner, diverted to the American enterprise, are, subject to the measures of appeal applicable in the case of the tax on industrial and commercial profits, incorporated in the taxable profits of the French enterprise.

The same principle applies *mutatis mutandis*, in the event that profits are diverted from an American enterprise to a French enterprise.

⁹ For an amendment to art. 5, see convention of June 22, 1956 (8 UST 843; TIAS 3844).

ARTICLE 6 ¹⁰

Income derived by navigation enterprises of one of the contracting States from the operation of ships documented under the laws of that State shall continue to benefit in the other State by the reciprocal tax exemptions accorded by the exchange of notes of June 11 and July 8, 1927 ¹¹ between the United States of America and France.

Income which an enterprise of one of the contracting States derives from the operation of aircraft registered in that State shall be exempt from taxation in the other State.

ARTICLE 7 ¹²

Royalties from real property or in respect of the operation of mines, quarries or other natural resources shall be taxable only in the contracting State in which such property, mines, quarries or other natural resources are situated.

Royalties derived from within one of the contracting States by a resident or by a corporation or other entity of the other contracting State as consideration for the right to use copyrights, patents, secret processes and formulae, trade marks and other analogous rights shall be exempt from taxation in the former State, provided such resident, corporation or other entity does not have a permanent establishment there.

ARTICLE 8 ¹³

Wages, salaries and similar compensation and pensions paid by one of the contracting States or by a political subdivision thereof to individuals residing in the other State shall be exempt from taxation in the latter State.

Private 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 9 ¹⁴

Income from labor or personal services shall be taxable only in the State in which the taxpayer carries on his personal activity.

This provision does not apply to the income referred to in Article 8.

¹⁰ For a supplement to art. 6, see *ibid.*

¹¹ EAS 12, *ante*, p. 955.

¹² For modifications of art. 7, see convention of Oct. 18, 1946 (TIAS 1982), *post*, p. 1182.

¹³ See also para. IV, protocol of signature, p. 1057, and art. 7 of convention of Oct. 18, 1946 (TIAS 1982), *post*, p. 1182.

¹⁴ For amendments to art. 9, see protocol of May 17, 1948 (TIAS 1982), *post*, p. 1252, and convention of June 22, 1956 (8 UST 843; TIAS 3844).

ARTICLE 10¹⁵

Income from the exercise of a liberal profession shall be taxable only in the State in which the professional activity is exercised.

There is the exercise of a liberal profession in one of the two contracting States only when the professional activity has a fixed center in that country.

ARTICLE 11

Gains derived in one of the contracting States from the sale or exchange of stocks, securities or commodities 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 12

Students from one of the contracting States residing in the other contracting State exclusively for the purpose of study shall not be taxable by the latter State in respect of remittances received from within the former State for the purpose of their maintenance or studies.

ARTICLE 13¹⁶

In the calculation of taxes established in one of the contracting States on the use of property or increment of property of an enterprise of the other State, account shall be taken only of that portion of the capital situated or employed and allocable to a permanent establishment within the former State.

The foregoing provision shall apply to the French "patente" tax and the United States capital stock tax even though these two taxes have not been referred to in Article 1 of the present Convention.

In the application of the present Article navigation enterprises of one of the contracting States, enjoying in the other State the benefits of Article 6 of the present Convention, shall not be considered as having a permanent establishment in the latter State insofar as shipping activities are concerned.

ARTICLE 14

It is agreed that double taxation shall be avoided in the following manner:

A—*As regards the United States of America:*

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

¹⁵ For a modification of art. 10, see protocol of May 17, 1948 (TIAS 1982), *post*, p. 1252.

¹⁶ For a supplement to art. 13, see convention of June 22, 1956 (8 UST 843; TIAS 3844).

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. The United States of America shall, however, deduct from the taxes thus computed the amount of French income tax paid. This deduction shall be made in accordance with the benefits and limitations of Section 131 of the United States Internal Revenue Code relating to credit for foreign taxes.

B—*As regards France:*¹⁷

a) *Schedular taxes.*

Income from securities, debts and trusts having its source in the United States of America shall be subject in France to the tax on income from securities; but this tax shall be reduced by the amount of the tax already paid in the United States of America on the same income. In consideration of the fiscal regime to which the legislation of the United States of America subjects the income of non-resident aliens and foreign corporations or other entities, the deduction of the tax paid in the United States of America shall be effected in a lump sum through a reduction of 12¹⁸ in the rate of the tax established by the French law.

The income other than that indicated in the preceding paragraph shall not be subject to any schedular tax in France when, according to this Convention, it is taxable in the United States of America.

b) *General tax on revenue.*

Notwithstanding any other provision of the present Convention, the general income tax can be determined according to all the elements of taxable income as imposed by French fiscal legislation.

However, the provisions of the first paragraph of Article 114 of the French Code on direct taxation relative to the taxation of aliens domiciled or resident in France shall continue to be applied.

ARTICLE 15¹⁹

In derogation of Article 3 of the Decree of December 6, 1872, American corporations which maintain in France permanent establishments shall be liable to the tax on income from securities on three-fourths of the profits actually derived from such establishments, the industrial and commercial

¹⁷ For amendments to art. 14 B, see convention of Oct. 18, 1946 (TIAS 1982), *post*, p. 1182; protocol of May 17, 1948 (TIAS 1982), *post*, p. 1251, and convention of June 22, 1956 (8 UST 843; TIAS 3844).

¹⁸ Amended to read "a reduction of 25" by convention of Oct. 18, 1946 (TIAS 1982, *post*, p. 1182).

¹⁹ For a modification of art. 15, see convention of June 22, 1956 (8 UST 843; TIAS 3844).

profits being determined in accordance with Articles 3 and 4 of this Convention.

The remaining one-fourth shall, in all cases, be taken as the basis of the annual tax on undistributed profits applicable to the same corporations.²⁰

ARTICLE 16 ²¹

An American corporation shall not be subject to the obligations prescribed by Article 3 of the Decree of December 6, 1872, by reason of any participation in the management or in the capital of, or any other relations with a French corporation. In such case, the tax on income from securities continues to be levied, in conformity with French legislation, on the dividends, interest and all other distributions made by the French enterprise; but it is moreover collectible, if the occasion arises, and subject to the measures of appeal applicable in the case of the tax on income from securities, with respect to the profits which the American corporation derives from the French corporation under the conditions prescribed in Article 5.

ARTICLE 17

The American corporations subject to the provisions of Article 3 of the Decree of December 6, 1872 who were not placed under the special regime established by Articles 5 and 6 of the Convention for the avoidance of double income taxation between the United States of America and France, signed April 27, 1932,²² may, during a new period of six months from the date of the entry into force of the present Convention, exercise with reference to past years, the option provided in those two articles under the conditions which they prescribe.

Moreover, the American corporations contemplated in the third paragraph of Article 10 of the Convention of April 27, 1932, may be admitted to benefit from the provisions of that paragraph, when the tax has not yet been paid, if the latter was not found to be payable, prior to May 1, 1930, by a definitive judicial decision or if such decision has been the subject of an appeal in cassation.²³

ARTICLE 18

Any United States income tax liability remaining unpaid as at the effective date of this Convention for years beginning prior to January 1, 1936 of any individual resident of France (other than a citizen of the United States of

²⁰ Second paragraph of art. 15 abrogated by convention of Oct. 18, 1946 (TIAS 1982, *post*, p. 1182).

²¹ For an amendment to art. 16, see convention of June 22, 1956 (8 UST 843; TIAS 3844).

²² TS 885, *ante*, p. 977.

²³ For a supplement to art. 17, see convention of Oct. 18, 1946 (TIAS 1982), *post*, p. 1183.

America) or of a French corporation may be adjusted by the Commissioner of Internal Revenue of the United States of America, on the basis of the provisions of the United States Revenue Act of 1936. However, no adjustment will be made more than two years subsequent to the effective date of this Convention unless the taxpayer files a request with the Commissioner of Internal Revenue prior to such date.

ARTICLE 19 ²⁴

Notwithstanding any other provision of this Convention, in order to avoid double taxation on public servants, employees of one of the contracting States being citizens of that State and remunerated by it, who have been received by the other State to perform services in such State shall be exempt in their principal place of residence from direct and personal taxes whether national, state or local.

Such employees who own real property in the State in which they perform services shall not benefit from the above exemptions with respect to the taxes levied on such real property. Employees who engage in any private gainful occupation in such State shall not be entitled to any exemption under this Article.

TITLE II ²⁵

Fiscal Assistance

ARTICLE 20

With a view to the more effective imposition of the taxes to which the present Convention relates, the contracting States undertake, on condition of reciprocity, to furnish information of a fiscal nature which the authorities of each State concerned have at their disposal, or are in a position to obtain under their own laws, that may be of use to the authorities of the other State in the assessment of the said taxes.

Such information shall be exchanged between the competent authorities of the contracting States in the ordinary course or on request.

ARTICLE 21

In accordance with the preceding Article, the competent authorities of the United States of America will transmit to the competent authorities of France, as regards any person, corporation or other entity (other than a citizen, corporation or other entity of the United States of America) having an address in France and deriving from sources within the United States of America rents, dividends, interest, royalties, income from trusts, wages, salaries, pensions, annuities, or other fixed or determinable periodical income,

²⁴ For a supplement to art. 19, see protocol of May 17, 1948 (TIAS 1982), *post*, p. 1252.

²⁵ Provisions of title II superseded and replaced by provisions of title III of convention of Oct. 18, 1946, to the extent that the latter provisions are applicable with respect to the taxes which are the subject of the convention of July 25, 1939.

the name and address of such person, corporation or other entity as well as the amount of such income.

The competent authorities of France will transmit to the competent authorities of the United States of America, as regards any person, corporation or other entity (other than a citizen, corporation or other entity of France) having an address in the United States of America and deriving from sources within France rents, dividends, interest, royalties, income from trusts, wages, salaries, pensions, annuities, or other fixed or determinable periodical income, the name and address of such person, corporation or other entity as well as the amount of such income.

The information relating to each year will be transmitted as soon as possible after December 31.

ARTICLE 22

The competent authorities of each of the contracting States shall be entitled to obtain, through diplomatic channels, from the competent authorities of the other contracting State, except with respect to citizens, corporations or other entities of the State to which application is made, particulars in concrete cases necessary for the establishment of the taxes to which the present Convention relates.

However, the competent authorities of each State shall not be prevented from transmitting to the competent authorities of the other State information relating to their own nationals (citizens, corporations or other entities) if they deem it opportune for the prevention of fiscal evasion.

ARTICLE 23

Each contracting State undertakes to lend assistance and support in the collection of the taxes to which the present Convention relates, together with interest, costs, and additions to the taxes and fines not being of a penal character according to the laws of the State requested, in the cases where the taxes are definitively due according to the laws of the State making the application.

In the case of an application for enforcement of taxes, revenue claims of each of the contracting States which have been finally determined shall be accepted for enforcement by the State to which application is made and collected in that State in accordance with the laws applicable to the enforcement and collection of its own taxes.

The application shall be accompanied by such documents as are required by the laws of the State making the application, to establish that the taxes have been finally determined.

If the revenue claim has not been finally determined, the State to which application is made may, at the request of the State making the application, take such measures of conservancy as are authorized by the laws of the former State for the enforcement of its own taxes.

The assistance provided for in this Article shall not be accorded with respect to the citizens, corporations or other entities of the State to which application is made.

ARTICLE 24

In no case shall the provisions of Article 22 relating to particulars in concrete cases, or of Article 23 relating to mutual assistance in the collection of taxes, be construed so as to impose upon either of the contracting States the obligation to carry out administrative measures at variance with the regulations and practice of either contracting State, or to supply particulars which are not procurable under the law of the State to which application is made, or that of the State making application.

The State to which application is made for information or assistance shall comply as soon as possible with the request addressed to it. Nevertheless, such State may refuse to comply with the request for reasons of public policy or if compliance would involve violation of a business, industrial or trade secret. In such case it shall inform, as soon as possible, the State making the application.

ARTICLE 25

Any taxpayer who 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, shall be entitled to lodge a claim with the State of which he is a citizen or, if the taxpayer is a corporation or other entity, with the State in which it is created or organized. Should the claim be upheld, the competent authority of such State may come to an agreement with the competent authority of the other State with a view to equitable avoidance of the double taxation in question.

ARTICLE 26

The competent authorities of the two contracting States may prescribe regulations necessary to interpret and carry out the provisions of this Convention. With respect to the provisions of this Convention relating to exchange of information and mutual assistance in the collection of taxes, such authorities may, by common agreement, prescribe rules concerning matters of procedure, forms of application and replies thereto, rates of conversion of currencies, transfer of sums collected, minimum amounts subject to collection, payment of costs of collection, and related matters.

TITLE III

General Provisions

ARTICLE 27

The present Convention shall be ratified, in the case of the United States of America by the President, by and with the advice and consent of the Sen-

ate, and in the case of France, by the President of the French Republic with the consent of the Parliament.

This Convention shall become effective on the first day of January following the exchange of the instruments of ratification.

The Convention shall remain in force for a period of five years and indefinitely thereafter but may be terminated by either contracting State at the end of the five-year period or at any time thereafter, provided 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.

Upon the coming into effect of this Convention, the Convention for the avoidance of double income taxation between the United States of America and France, signed April 27, 1932 shall terminate.

Done at Paris, in duplicate, in the English and French languages, this 25th day of July, 1939.

WILLIAM C. BULLITT [SEAL]

GEORGES BONNET [SEAL]

PROTOCOL

At the moment of signing the present Convention for the avoidance of double taxation and the establishment of rules of reciprocal administrative assistance in the case of income and other taxes, the undersigned Plenipotentiaries have agreed that the following provisions shall form an integral part of the Convention:

I

The present Convention is concluded with reference to American and French law in force on the day of its signature.

Accordingly, if these laws are appreciably modified the competent authorities of the two States will consult together.

II

The income from real property referred to in Article 2 of the present Convention shall include profits from the sale or exchange of the said property, but shall not include interest on mortgages or obligations secured by the said property.

III

As used in this Convention:

(a) The term "permanent establishment" includes branches, mines and oil wells, plantations, factories, workshops, stores, purchasing and selling and other offices, agencies, warehouses, and other fixed places of business but does not include a subsidiary corporation.

When an enterprise of one of the contracting States carries on business in the other State through an employee or agent, established there, who has general authority to negotiate and conclude contracts or has a stock of merchandise from which he regularly fills orders which he receives, this enterprise shall be deemed to have a permanent establishment in the latter State. But the fact that an enterprise of one of the contracting States has business dealings in the other State through a bona fide commission agent or broker shall not be held to mean that such enterprise has a permanent establishment in the latter State.

Insurance enterprises shall be considered as having a permanent establishment in one of the States as soon as they receive premiums from or insure risks in the territory of that State.

(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 "French enterprise".

(d) The term "United States enterprise" means an enterprise carried on in the United States of America by a resident of the United States of America or by a United States corporation or other entity.

The term "United States corporation or other entity" means a partnership, corporation or other entity created or organized in the United States of America or under the law of the United States of America or of any State or Territory of the United States of America.

(e) The term "French enterprise" is defined in the same manner, *mutatis mutandis*, as the term "United States enterprise".

IV

The term "life annuities" referred to in Article 8 of this Convention means a stated sum payable periodically at stated times during life, or during a specified number of years to the person who has paid the premiums or a gross sum for such an obligation.

V

Citizens and corporations or other entities of one of the contracting States within the other contracting State shall not be subjected as regards the taxes referred to in the present Convention, to the payment of higher taxes than are imposed upon the citizens or corporations or other entities of such latter State.

VI

The provisions of the present Convention shall not be construed to restrict in any manner any exemption, deduction, credit, allowance, or other advantage accorded by the laws of one of the contracting States in the determination of the tax imposed by such State.

VII

Documents and information contained therein, transmitted under the provisions of this Convention by one of the contracting States to the other contracting State shall not be published, revealed or disclosed to any person except to the extent permitted under the laws of the latter State with respect to similar documents or information.

VIII ²⁶

As used in this Convention the term "competent authority" or "competent authorities" means, in the case of the United States of America, the Secretary of the Treasury and in the case of France, the Minister of Finance.

IX

The term "United States of America" as used in this Convention in a geographic sense includes only the States, the Territories of Alaska and Hawaii, and the District of Columbia.

X

The term "France", when used in a geographic sense, indicates continental France, exclusive of Algeria and the Colonies.

XI

Should any difficulty or doubt arise as to the interpretation or application of the present Convention, or its relationship to Conventions between one of the contracting States and any other State, the competent authorities of the contracting States may settle the question by mutual agreement.

Done in duplicate at PARIS, this 25th day of July, 1939.

WILLIAM C. BULLITT
GEORGES BONNET

²⁶ For a modification of para. VIII, see convention of Oct. 18, 1946 (TIAS 1982), *post*, p. 1183.

COMMERCIAL EXCHANGES IN NORTH AFRICA (MURPHY-WEYGAND AGREEMENT)

Memorandum of conversation between Robert D. Murphy, American Counselor of Embassy in France, and Maxime Weygand, French Delegate General in North Africa, initialed by General Weygand at Algiers February 26, 1941

Confirmed by France March 10, 1941

1941 For. Rel. (II) 226

The general phases of the supply of French North Africa with commodities essential to maintain the economic structure in that area were discussed. It was emphasized in the conversation that any agreement on this subject would be, of course, for negotiation between Marshal Pétain's Government and the United States Government in Washington.

However, for the purpose of establishing immediately the progress made in the conversations at Lisbon and Tangier on this subject, and to permit the shipment at once of certain goods already ordered in the United States, it was considered necessary to prepare this memorandum, subject naturally to Marshal Pétain's approval.

The proposal of the American Government which General Weygand is disposed to recommend to Marshal Pétain contemplates that the shipment of supplies to French North Africa: (1) will not result in building up excessive stocks of commodities; (2) that steps will be taken to insure that such goods, as well as similar goods, shall be consumed in French North Africa and shall not be reexported in any form; (3) with the foregoing in mind the American Government would be authorized to designate American officials for control purposes at ports and on the railways; (4) in the event of a violation of the understanding that such goods would not be reexported, American economic cooperation with French North Africa would automatically and permanently terminate.

The American Government, it was understood, would be prepared to facilitate the supply of the essential needs of French Morocco, and also Algeria and Tunisia—as well as to unblock adequate French funds now in the United States for the purpose, subject to the foregoing conditions.

It was also thought desirable for the successful operation of this understanding that an economic and trade expert, qualified in French African affairs, would be appointed in the United States. Such expert would be attached to the French Embassy in Washington.

LEND-LEASE ¹

Exchange of notes at London September 3, 1942

Entered into force September 3, 1942

56 Stat. 1614; Executive Agreement Series 273

The Representative of the French National Committee to the American Military Representative

COMITE NATIONAL FRANÇAIS

Le Commissaire National
aux Affaires Etrangères

4 CARLTON GARDENS, S.W. 1
Whitehall 5444

PF/BB

3RD SEPTEMBER 1942

The French National Committee sets forth below its understanding of the principles governing the provision of reciprocal aid by the United States of America to Fighting France and by Fighting France to the United States.

1. The United States of America will continue to supply Fighting France with such defense articles, defense services and defense information as the President shall authorize to be transferred or provided.

2. Fighting France 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.

3. The fundamental principle to be followed in providing such aid is that the war production and war resources of Fighting France and of the United States of America should be used by the armed forces of each in the ways which most effectively utilize available materials, manpower, production facilities and shipping space. While each retains the right of final decision in the light of its own potentialities and responsibilities, decisions as to the most effective use of resources shall so far as possible be made in common, pursuant to common plans for winning the war.

4. As to financing the provision of such aid within the fields mentioned below, it is the Committee's understanding that the general principle to be

¹ See also lend-lease settlement agreements of May 28, 1946 (TIAS 1928, *post*, p. 1126); Feb. 27, 1948 (TIAS 1930, *post*, p. 1245); Mar. 14, 1949 (TIAS 1935 and 1936, *post*, pp. 1300 and 1304); and Jan. 30, 1958 (9 UST 67; TIAS 3979).

applied to the point at which the common war effort is most effective is that as large a portion as possible of the articles and services to be provided by each to the other shall be in the form of reciprocal aid.

It is accordingly the Committee's understanding that the United States Government will provide in accordance with the Act of March 11, 1941,² the share of its war production made available to Fighting France. Fighting France will provide on the same terms and as reciprocal aid so much of its war production made available to the United States as it authorizes in accordance with the principles enunciated in the letter.

5. Within territories under the control of Fighting France or within the same theater of operations, the National Committee will provide the United States or its armed forces with the following types of assistance as such reciprocal aid when it is found that they can most effectively be procured in territory under the control of Fighting France.

(A). Military equipment, munitions and military and naval stores.

(B). Other supplies, materials, facilities and services for the United States forces except for the pay and allowances of such forces, administrative expenses and such local purchases as its official establishments may make other than through the official establishments of Fighting France as specified in paragraph 6.

(C). Supplies, materials and services except for the wages and salaries of United States citizens needed in the construction of military projects, tasks and similar capital works required for the common war effort in territory under the control of Fighting France or in the same theater of operations to the extent that such territory is the most practicable source of supply.

6. The practical application of the principles formulated in the letter including the procedure by which requests for aid are made and acted upon shall be worked out by agreement as occasion may require, through the appropriate military or civilian administrative authorities. Requests by the United States forces for such aid will be presented by their duly authorized authorities to official agencies of Fighting France which will be designated or established in the areas where United States forces are located for the purpose of facilitating the provision of reciprocal aid.

7. It is the Committee's understanding that all such aid accepted by the President of the United States or his authorized representatives from Fighting France will be received as a benefit to the United States under the Act of March 11, 1941. In so far as circumstances will permit, appropriate record of aid received under this arrangement, except for miscellaneous facilities and services, will be kept by each.

² 55 Stat. 31.

If the Government of the United States concurs in the foregoing, the present note and a reply to that effect will be regarded as placing on record the understanding in this matter./.

For the French National Committee
M. DEJEAN

Brigadier-General J. E. DAHLQUIST,
*Acting Chief of Staff, General Staff Corps,
Headquarters, European Theatre of Operations, US Army,
20, Grosvenor Sq., W. 1.*

*The American Military Representative to the Representative of the
French National Committee*

HEADQUARTERS
EUROPEAN THEATER OF OPERATIONS
UNITED STATES ARMY

The Government of the United States of America agrees with the understanding of the National Committee as expressed in the English text of the Committee's note of today's date concerning the principles and procedures applicable to the provision of aid by Fighting France to the Armed Forces of the United States of America and in accordance with the suggestion contained therein. That note and this reply will be regarded as placing on record the understanding in this matter.

LONDON, *September 3, 1942*

J. E. D.

LEND-LEASE: FRENCH NORTH AND WEST AFRICA¹

Agreement signed at Algiers September 25, 1943

Entered into force September 25, 1943

59 Stat. 1666; Executive Agreement Series 483

MODUS VIVENDI ON RECIPROCAL AID IN FRENCH NORTH AND WEST AFRICA

The Government of the United States and the French Committee of National Liberation desirous of lending each other the reciprocal aid necessary to the prosecution of the joint war effort are agreed upon the following provisional Modus Vivendi which will, following signature, be applicable in French North and West Africa:

I—With reference to supplies and services urgently needed to maintain the French war effort, which the United States has furnished to the French authorities and will continue to furnish, within limitations of need and supply, it is understood that:

a) Military aid, including supplies for railroads, docks, public utilities and other facilities to the extent that such supplies are determined to be military aid is made available on a straight Lend-Lease basis, in the light of the considerations set forth in Paragraph V. Such aid does not include the pay and allowances of French forces. The United States reserves the right to require the return of any articles furnished under this paragraph and not lost, destroyed or consumed,

(i)—if at any time it is decided that such restitution would be an advantage in the conduct of the war, or

(ii)—If at the end of the present emergency as determined by the President of the United States, the President shall determine that such articles are useful in the defense of the United States or of the Western Hemisphere, or to be otherwise of use to the United States.

b) For all civilian supplies imported from the United States, the French authorities will pay upon the basis of prices to be agreed. Payment will be

¹ See also lend-lease settlement agreements of May 28, 1946 (TIAS 1928, *post*, p. 1126); Feb. 27, 1948 (TIAS 1930, *post*, p. 1245); Mar. 14, 1949 (TIAS 1935 and 1936, *post*, pp. 1300 and 1304); and Jan. 30, 1958 (9 UST 67; TIAS 3979).

made, currently at convenient intervals, in dollars, to an appropriately designated account in the United States.

c) The distinction between civilian and military aid, supplies and services, where such distinction may be necessary, will be made by agreement.

d) All aid furnished under Paragraph I (a) and I (b) will be made available by the United States under the authority and subject to the terms and conditions provided for in the Act of Congress of March 11, 1941, as amended (P.L. 11, 77th Congress, 1st Session).²

II—With reference to supplies and services urgently needed to maintain the United States war effort, which the French authorities have furnished to the United States and will continue to furnish, within limitations of need and supply, it is understood that:

a) The French authorities undertake to make available to or for the use of the armed forces and other governmental agencies of the United States, as reverse Lend-Lease aid to the United States, on a straight Lend-Lease basis, when it is found that such aid can most effectively be procured in territory under their control,

- (i)—military equipment, munitions, and military and naval stores;
- (ii)—other supplies, materials, facilities and services for United States forces, including the use of railway and port facilities, but not including the pay and allowances of such forces nor the administrative expenses of American missions;
- (iii)—supplies, materials, facilities and services, except for the wages and salaries of United States citizens, needed in the construction of military projects, tasks and similar capital works required in the common war effort, to the extent that French North or West Africa is the most practicable source of such supplies, materials, facilities or services;
- (iv)—such other supplies, materials, services or facilities as may be agreed upon as necessary in the prosecution of the war, but not including exports of civilian supplies to the United States from North and West Africa.

While the French authorities retain, of course, the right of final decision, subject to the obligations and arrangements they have entered into for the prosecution of the war, decisions as to the most effective use of resources shall, so far as possible, be made in common, pursuant to common plans for winning the war.

b) All civilian supplies exported from French North and West Africa to the United States will be paid for on the basis of prices to be agreed. Payment will be made currently, at convenient intervals, in dollars, to an appropriate designated account in the United States.

² 55 Stat. 31.

c) The distinction between civilian and military aid, supplies and services, where such distinction may be necessary, will be made by agreement.

d) In order to obtain the supplies and services included within the scope of Paragraph II (a), duly authorized United States officers or other officials will submit their requests to the official services duly designated by the French authorities. These services will be established in Algiers, Casablanca, Oran, Tunis, Dakar, and other places where it may be found practicable and convenient to establish organizations for facilitating the transfer of reciprocal aid.

e) For use in those exceptional cases, and particularly in cases of local procurement of supplies, in which it is agreed to be more practicable to secure such reverse Lend-Lease supplies, facilities and services by direct purchase, rather than by the method of procurement set forth in Paragraph II (b), it is agreed that the French authorities establish a franc account in convenient banking institutions and in the name of a designated officer of the United States to facilitate the provision of reverse Lend-Lease aid as contemplated by Paragraph II (a). The French contributions to this account will be mutually agreed upon from time to time in the light of the changing needs of the American forces, and other appropriate factors. Such an account will not be used for the payment of wages and salaries of American military or civilian personnel, nor for administrative expenses of American missions. Estimates of the franc requirements of the United States will be submitted to designated French authorities from time to time, as may be found convenient. The French authorities will be kept fully and currently informed of all transactions in this account.

III—In exceptional cases, and when they deem it preferable, the American military forces, or other agencies of the United States Government, may continue to use their present practice of acquiring francs against dollars from the French authorities.

IV—Adequate statistical records will be kept of all goods and services exchanged as mutual aid under paragraphs I and II above.

V—The provisions of this *modus vivendi* correspond to a desire to reduce to an appropriate minimum the need of either party for currency of the other party. Provisions which call for payments in dollars have been decided upon in view of the special situation arising from accumulated dollar balances and availabilities of dollar funds due to the presence of United States troops in French North and West Africa. Revision of the payment provisions of this *modus vivendi* will be made should the situation require.

Signed at Algiers this 25th day of September, A.D., 1943.

For the Government of the United States of America

ROBERT MURPHY

For the French Committee of National Liberation

MASSIGLI

JEAN MONNET

CIVIL ADMINISTRATION AND JURISDICTION IN LIBERATED FRENCH TERRITORY

Exchange of letters, with memoranda, dated August 25, 1944

Entered into force August 25, 1944

Supplemented by exchange of notes dated February 28, 1945 ¹

Replaced by agreement of February 16, 1948 ²

[For text, see 2 UST 1714; TIAS 2313.]

¹ EAS 455, *post*, p. 1075.

² *Post*, p. 1230.

LEND-LEASE ¹

*Exchange of letters at Washington September 4, 5, and 19, 1944
Entered into force September 5, 1944*

Department of State files

*The Administrator of the Foreign Economic Administration
to the Commissioner, French Supply Council*

SEPTEMBER 4, 1944

DEAR MR. MONNET:

It is vital in the joint interests of the United States and France, as well as of the United Nations, that essential civilian supplies be procured as soon as is practicable for use in Metropolitan France.

We, therefore, propose that the French Committee of National Liberation advise the Foreign Economic Administration and the Director General of the United Nations Relief and Rehabilitation Administration of the vital civilian supplies which it will require for use in Metropolitan France.

The Foreign Economic Administration will undertake, within the limits of the strategic and supply situation, to procure essential civilian supplies, requested by the French Committee of National Liberation, in accordance with defined requirements programs, and hold them in its general stocks until delivery.

The Foreign Economic Administration may, whenever it determines that the necessities of war or liberation so require, make withdrawals from such stocks. To the extent that supplies procured by the Foreign Economic Administration are not the subject of such emergency withdrawals but are received by the French Committee, payment therefor will be made in dollars, with the understanding, however, that all payments made or to be made for supplies received by the French Committee of National Liberation are to be subject to such arrangements for payment and for the receipt of reciprocal aid as may be finally determined upon in the pending lend-lease agreement, or any amendments thereof, between French and United States representatives with respect to supplies for Metropolitan France.

In order to facilitate payment for any supplies requested by the French Committee hereunder and subsequently received by the Committee from the

¹ See also lend-lease settlement agreements of May 28, 1946 (TIAS 1928, *post*, p. 1126); Feb. 27, 1948 (TIAS 1930, *post*, p. 1245); Mar. 14, 1949 (TIAS 1935 and 1936, *post*, pp. 1300 and 1304); and Jan. 30, 1958 (9 UST 67; TIAS 3979).

Foreign Economic Administration, it is suggested that a special account be opened with the United States Treasury Department, as has already been done in the case of a number of other governments. Deposits may be made into this account from time to time by the French Committee and withdrawals therefrom may be effected by this Government for such supplies as are received by the French under the arrangements suggested herein.

Sincerely yours,

LEO T. CROWLEY
Administrator

Mr. JEAN MONNET
French Supply Council
1763 R Street, N.W.
Washington, D.C.

*The Commissioner, French Supply Council, to the Administrator
of the Foreign Economic Administration*

GOUVERNEMENT PROVISOIRE
DE LA REPUBLIQUE FRANCAISE

1800 Massachusetts Avenue, N.W.
Washington 9, D.C.
Telephone : Decatur 7935

FRENCH SUPPLY COUNCIL

PLB/ed
No. 3662

SEPTEMBER 5, 1944

DEAR MR. CROWLEY:

We have received your proposal with respect to an interim arrangement for the furnishing of essential civilian supplies required by the Provisional Government of the French Republic for use in Metropolitan France.

We will inform the Director General of the United Nations Relief and Rehabilitation Administration about the requirements for such supplies. In the case of such supplies to be procured by the Foreign Economic Administration, the French Provisional Government will request the Foreign Economic Administration to undertake procurement in specified amounts.

It is understood that any supplies so procured by the Foreign Economic Administration will be included in its general stocks and that emergency withdrawals may be made therefrom to meet more urgent needs.

However, to the extent that supplies procured by the Foreign Economic Administration are received by the Provisional Government of the French Republic, this Government agrees to accept the supplies and undertakes to pay therefor in dollars at the time of delivery on the understanding that all payments made or to be made for supplies received by the French Provisional Government are to be subject to such arrangements for payment and for the receipt of reciprocal aid as may finally be determined upon in the pending lend-lease agreement, or amendments thereof, between French

and United States representatives with respect to supplies for Metropolitan France. To facilitate payments hereunder for supplies procured by the Foreign Economic Administration, the French Provisional Government further agrees to open a special account in the United States Treasury Department and to make deposits therein from time to time from which withdrawals may be made by the Government of the United States to meet the obligation of the French Provisional Government hereunder.

The proposal is satisfactory to the French Provisional Government and I accept it on their behalf.

Sincerely yours,

JEAN MONNET

Mr. LEO T. CROWLEY

Administrator

Foreign Economic Administration

Washington, D.C.

*The Administrator of the Foreign Economic Administration
to the Commissioner, French Supply Council*

SEPT. 19, 1944

DEAR MR. MONNET:

The interim arrangement for the furnishing of essential civilian supplies required by the French Committee of National Liberation for use in Metropolitan France, agreed to in our exchange of letters under dates of September 4, and September 5, 1944, did not expressly provide for the possibility that the Committee, because of unanticipated shifts in the needs of Metropolitan France, may not ultimately require certain supplies procured by the Foreign Economic Administration at the Committee's request.

I am informed that the Committee wishes to supplement the interim arrangement so as to make adequate provision for this possibility.

We propose that the French Committee of National Liberation shall be released from its obligation to accept supplies under the interim arrangement upon the payment to the Government of the United States of any net losses to the United States, including contract cancellation charges, resulting from the determination of the French Committee of National Liberation not to accept such supplies.

Sincerely yours,

LEO T. CROWLEY
Administrator

Mr. JEAN MONNET

French Supply Council

1763 R Street, N.W.

Washington, D.C.

COMMERCIAL RELATIONS WITH MOROCCO, ALGERIA, AND TUNISIA

Aide memoire initialed at Paris December 12 and 27, 1944

Entered into force December 27, 1944

Obsolete

Department of State files

The American Embassy to the Ministry for Foreign Affairs

AIDE MÉMOIRE

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs and in compliance with instructions from its Government has the honor to convey the following:

1. During August and September of this year, a Special Economic Mission, under the chairmanship of Ambassador William S. Culbertson, visited Morocco, Algeria and Tunisia in order to study the desirability and feasibility of bringing about the resumption of more normal commercial relationships between the United States and those areas. The Secretary of State recently requested Ambassador Culbertson to proceed to Paris in order to assist the American Ambassador in presenting to the Provisional Government of the French Republic certain views of the American Government based upon the report of the Special Economic Mission.

2. Complete import supply programs for Morocco, Algeria, Tunisia and French West Africa during 1945 have been agreed upon and presented with the endorsement of the French authorities. Applications for allocations of supplies and shipping are now in process. In view of this progress and the present availability of dollar exchange to the French Provisional Government, the American Government feels that dollar exchange should be provided on a current basis by the French authorities. Accordingly, the American Government feels warranted in the decision that it has reached that no such civilian supply purchases for French North and West Africa will be made through the Lend-Lease facilities of the Foreign Economic Administration under the cash reimbursable procedure after January 1, 1945, without payment in dollars on delivery.

3. As the French authorities were informed in the Tri-Partite Committee meeting and through Mr. Monnet on February 7th last in Washington, the traditional policy of the Government of the United States is to foster the movement of trade through private commercial channels. Therefore, it is the American Government's intention to withdraw Lend-Lease procurement assistance for civilian supplies for the French African territories above mentioned not later than June 30, 1945. During the intervening period and thereafter, it is hoped that the French Provisional Government will wish to join the American Government in accomplishing the resumption of normal commercial trade in such civilian supplies and that bulk procurement through the French Supply Council for French North and West Africa will be limited to those few exceptional cases wherein it is mutually agreed that such bulk purchases are demonstrably more effective. It is the expectation of the American Government that private trade in a large majority of civilian supplies for North and West Africa may be restored through this cooperation with the French local and central authorities.

4. The Government of the United States understands that for the present emergency period a system of import licensing will be effected separately in French West Africa and in each North African territory and that issuance of import licenses within agreed programs under this system will automatically insure the availability of the required foreign exchange. Coincident with the issuance of licenses, French African importers can negotiate directly with traders in the United States or other areas for their purchases and arrange direct consignment and delivery. In establishing such import licensing procedures, the American Government respectfully draws attention to the importance that it places upon continued observation of its rights under existing agreements, including its special treaty rights in Morocco.

5. Representatives of the United States present in French African areas will be available to assist the French authorities upon request in expediting the flow of private trade. They will also undertake most willingly to supply trade information, to expedite shipments or delivery and to facilitate communications.

6. It is hoped that the French Provisional Government and local governments of French North Africa will, as has been the case in French West Africa, encourage private commercial representatives to come to the United States to assist in the resumption of private trade, and will promote direct contact between the American and French importers and exporters. Allied military restrictions on travel in North Africa have been lifted to permit commercial travel in both directions and the Government of the United States will continue its efforts to facilitate such travel. It is hoped that the French authorities will cooperate in the issuance of documents necessary for such travel.

7. The Government of the United States is particularly anxious to stimulate the flow of exports from North and West Africa to the United States

and will contribute all possible assistance to obtain this objective, as it realizes that both North and West Africa normally are not exporters to dollar destinations in sufficient volume to create a sufficient dollar exchange to cover the purchase of imports now included in existing programs and contemplated in the near future.

8. The Government of the United States will welcome any suggestions from the French authorities looking toward the accomplishment of the purposes stated above and, in general, the fostering of normal commercial relationships between residents of French North and West Africa and the United States.

December 12, 1944.

The Ministry for Foreign Affairs to the American Embassy

[TRANSLATION]

MINISTRY OF FOREIGN AFFAIRS
Direction of Economic Affairs

PARIS, *December 27, 1944*

On December 12th, the Embassy of the United States addressed an aide-memoire to the Foreign Office concerning the resumption of private trade between the African territories and the United States.

In reply to this communication, the Ministry of Foreign Affairs has the honor to set forth to the Embassy of the United States, as hereinafter appears, the position of the French Government on this question, which has been the subject of the conversations which His Excellency Mr. William Culbertson has recently had in Paris following the mission in North Africa which he had conducted for the Government of the United States during the summer of 1944.

The Provisional Government and the Government of the United States have already agreed that the reimbursable Lend-Lease arrangement should cease in 1945 for civilian purchases for the territories covered by the Franco-American *modus vivendi* of Septemebr 25, 1943.¹ The purchases made in the United States to supply the North African territories and French West Africa shall henceforth be settled for currently in cash and the system of payments which will thus be applied will no longer differ in principle from the system of payments in private trade.

The French Government is moreover entirely in agreement with the Government of the United States as to the appropriateness of resuming on the basis of private trade commercial intercourse between the United States on the one hand and on the other hand the French territories of North and

¹ EAS 483, *ante*, p. 1063.

West Africa, and in addition the other French colonies although the latter are not expressly included in the aide-memoire of December 12th.

The French Government notes with satisfaction the steps taken by the American administration tending to facilitate exports from French African territories to the United States. The French Government on its side is taking all steps to facilitate the issuance of export licenses for goods likely to interest the American market within the limit of goods available in French overseas territories after provision for local, Metropolitan and war needs. The French Government counts on the support of the American administration to give French overseas exporters the facilities to permit them to consummate sales in the United States, in particular shipping space and arrangements for remitting to the local Exchange Control Offices the dollars resulting from these sales, which will aid in increasing the ability of these territories to make purchases in the United States and in other countries using dollars for settlement of their international accounts. The Minister of Foreign Affairs takes this opportunity of drawing the attention of the Embassy of the United States to the difficulties raised by the American administration in granting licenses permitting this remittance to the Exchange Control Offices.

With respect to purchases in the United States of civilian goods for North Africa and for territories under the jurisdiction of the French Colonial Ministry, the French Government intends to give these operations a private character to the greatest extent possible.

It is of course understood that, as long as the world wide supply and shipping difficulties continue, these purchases can only be effected within the framework of the import programs agreed upon between the French Government, the United States Government and the appropriate interallied bodies. Licenses will be able to be granted to importers. When these licenses shall have been approved by the local Exchange Control Offices, they will include, in accordance with general exchange control regulations, authority for the holder of the license to procure, subject to the conditions specified in the license, the dollars necessary for the payment of imports mentioned therein.

The French Government, however, does not feel itself in a position immediately to extend this system of purchases to all cases for the following reasons:

(1) A large number of products are currently being imported on behalf of State organizations such as the Cereals Office, General Supply Services, etc., and orders for such organizations consequently can only be placed on the American market through government channels and by means of the French Purchasing Mission;

(2) With respect to the North African territories, the small volume of imports which will be possible within the import programs in comparison

with normal imports would not permit in the case of many products an equitable division between the different importers without parcelling out the purchases in such a proportion as would render the operations impractical from a commercial point of view. The desire not to purchase such goods through government channels would thus lead to entrusting purchases to the groupements. In such case the direct contact which it is desired be established between buyers and sellers would not be realized and there would be the risk of consolidating the activity of the importers' groupements which the French Government considers temporary and belonging only to a wartime economy. Therefore it would seem inevitable that for all products which cannot be imported in quantities sufficient to satisfy the orders of an excessive number of importers, the French Purchasing Mission should for the time being continue to make purchases for the account of the Office of Foreign Commerce or for the local supply services.

Consequently, in spite of the positive desire of the French Government, the purchases in the United States of supplies for the North African territories can only progressively become private purchases. The French Mission will be obliged to continue its activities, it will maintain its necessary contacts for this purpose with the competent American Government Agencies and in particular will continue its efforts to obtain the necessary transport both for the purchases which it will effect and for private purchases as well. In this connection, the French Government counts on the continuing support of the Foreign Economic Administration for the French Mission. It seems desirable to the French Government that an exact procedure be agreed upon between the American Government and the French Purchasing Mission, which procedure should be the subject of discussions in Washington.

With respect to other overseas French territories the French Government agrees that direct contacts should forthwith be established between the American firms and the Colonial firms. The French Ministry of Colonies will make every effort on its part to facilitate these contacts which more profitably can be had in Paris where the principal colonial firms have permanent commercial representatives.

H. A.

LEND-LEASE ¹

Preliminary agreement, supplementary exchange of notes regarding supplies and services, agreement with schedules, and accompanying memorandum and exchange of letters signed at Washington February 28, 1945

Entered into force February 28, 1945; agreement, with schedules, operative from June 6, 1944

Supplemented by agreement of November 8, 1945 ²

59 Stat. 1304; Executive Agreement Series 455

PRELIMINARY AGREEMENT

PRINCIPLES APPLYING TO MUTUAL AID IN THE PROSECUTION OF THE WAR AGAINST AGGRESSION

Preliminary Agreement between the United States of America and the Provisional Government of the French Republic

Whereas the Government of the United States of America and the Provisional Government of the French Republic 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 the French Republic, as signatories of the Declaration by United Nations of January 1, 1942,³ have subscribed to a common program of purposes and principles embodied in the Joint Declaration, known as the Atlantic Charter, made on August 14, 1941,⁴ by the President of the United States of America and the Prime Minister of the United Kingdom of Great Britain and Northern Ireland;

¹ See also lend-lease settlement agreements of May 28, 1946 (TIAS 1928, *post*, p. 1126); Feb. 27, 1948 (TIAS 1930, *post*, p. 1245); Mar. 14, 1949 (TIAS 1935 and 1936, *post*, pp. 1300 and 1304); and Jan. 30, 1958 (9 UST 67; TIAS 3979).

² *Post*, p. 1098.

³ EAS 236, *ante*, vol. 3, p. 697.

⁴ EAS 236, *ante*, vol. 3, p. 686.

And whereas the President of the United States of America has determined, pursuant to the Act of Congress of March 11, 1941,⁵ that the defense of any French territory not under the control of the Axis 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 the French Republic aid in resisting aggression;

And whereas it is expedient that the final determination of the terms and conditions upon which the Provisional Government of the French Republic 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 France and will promote the establishment and maintenance of world peace;

And whereas the Government of the United States of America and the Provisional Government of the French Republic are mutually desirous of concluding now a preliminary agreement in regard to the provisions 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 France 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 the French Republic 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 the French Republic 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 the French Republic will not without the consent of the President of the United States of America transfer title to, or

⁵ 55 Stat. 31.

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 the French Republic.

ARTICLE IV

If, as a result of the transfer to the Provisional Government of the French Republic 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 the French Republic 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 the French Republic 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 the French Republic full cognizance shall be taken of all property, services, information, facilities, or other benefits or considerations provided by the Provisional Government of the French Republic 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 the French Republic 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 worldwide economic relations. To that end, they shall include provision for agreed action by the United States of America and France, 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 con-

sumption 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 at Washington in duplicate this 28th day of February, 1945.

For the Government of the United States of America:

JOSEPH C. GREW

For the Provisional Government of the French Republic:

H. BONNET

JEAN MONNETT

SUPPLEMENTARY EXCHANGE OF NOTES

*The French Ambassador and the French Commissaire en Mission
to the Acting Secretary of State*

WASHINGTON, February 28, 1945

SIR:

In the United Nations' declaration of January 1, 1942, the contracting governments pledged themselves to employ their full resources, military or economic, against those nations with which they are at war; and in the Preliminary Agreement of February 28, 1945⁶ between the Government of the United States and the Provisional Government of France on the principles applying to mutual aid, each contracting government undertakes to provide the other with such articles, services, facilities, or information useful in the prosecution of their common war effort as it might be in a position to supply. It is the understanding of the Provisional Government of France

⁶ *Ante*, p. 1075.

that the general principle to be followed in providing mutual aid as set forth in the said Agreement of February 28, 1945 is that the war production and the war resources of both Nations should be used by each in ways which most effectively utilize the available materials, manpower, production facilities, shipping space, and other resources.

With a view, therefore, to supplementing the said Agreement of February 28, 1945 and the Memorandum relating to Lend-Lease and Reciprocal Aid and the Minutes attached thereto, agreed and exchanged by the United States and French representatives of August 25, 1944, we have the honor to set forth below the understanding of the Provisional Government of France of the principles and procedures applicable to the provision of aid by the Provisional Government of France to the armed forces of the United States and the manner in which such aid will be correlated with the maintenance of those forces by the United States Government.

1. The Provisional Government of France, retaining the right of final decision, in the light of its own potentialities and responsibilities, will provide the United States or its armed forces with the following types of assistance as reciprocal aid, when and to the extent that it is found that they can most effectively be procured in continental France.

(A) Military equipment, munitions, and military and naval stores;

(B) Other supplies, materials, facilities, services, or information for United States forces, except for the pay, allowances, and other emoluments of such forces and the administrative expenses of American Missions;

(C) Supplies, materials, facilities, services, or information except for the wages and salaries of United States citizens, needed in the construction of military projects, tasks, and similar capital works required in the common war effort;

(D) Settlement and payment of appropriate civil claims arising in French territory against the United States and its armed forces, employees, and officers;

(E) Ship ballast, in order to assist in obtaining maximum efficiency in the use of shipping; provided, however, that any net proceeds resulting from the sale of such ballast shall be paid to the Provisional Government of France;

(F) Such other supplies, materials, facilities or services as may be agreed upon as necessary in the prosecution of the war, including materials for war production, requested by the United States to be exported from continental France to the United States of America.

2. The practical application of the principles formulated in this note, including the procedure by which requests for aid by either Government

are made and acted upon, shall be worked out as occasion may require by agreement between the two Governments, acting when possible through their appropriate military or civilian administrative authorities. Requests by the United States Government for such aid will be presented by duly authorized authorities of the United States to official agencies of the Provisional Government of France which will be designated or established at convenient locations for the purpose of facilitating the provision of reciprocal aid.

3. It is the understanding of the Provisional Government of France that all such aid, as well as other aid, including information, received under Article VI of the Preliminary Agreement of February 28, 1945, accepted by the President of the United States or his authorized representatives from the Provisional Government of France will be received as a benefit to the United States under the Act of March 11, 1941. Insofar as circumstances will permit, appropriate record of aid received under this arrangement will be kept by each Government.

In order to facilitate the procurement of the supplies, materials, facilities, information and services described in Section 1 hereof by permitting their direct purchase rather than their procurement by the methods contemplated in Section 2 hereof during the period of military operation and until such time as the official agencies of the Provisional Government of France are able to provide such reciprocal aid in the manner contemplated in Section 2, the Provisional Government of France agrees to make available to designated officers of the United States Government such French currency or credits as may be needed for the purpose. The necessary arrangements will be made by the appropriate authorities of the Government of the United States and the Provisional Government of France.

If the Government of the United States concurs in the foregoing, we would suggest that the present note and your reply to that effect be regarded as placing on record the understanding of our two Governments in this matter and that for clarity and convenience of administration this understanding be considered to be effective as from June 6, 1944.

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

H. BONNET

JEAN MONNET

The Honorable JOSEPH C. GREW,
Acting Secretary of State,
U.S. Department of State,
Washington, D.C.

The Acting Secretary of State to the French Ambassador

DEPARTMENT OF STATE

WASHINGTON

February 28, 1945

EXCELLENCY:

I have the honor to acknowledge the receipt of the note of today's date signed by Your Excellency and M. Monnet concerning the principles and procedures applicable to the provision of aid by the Provisional Government of the French Republic to the armed forces of the United States of America.

In reply I wish to inform you that the Government of the United States agrees with the understanding of the Provisional Government of the French Republic as expressed in that note. In accordance with the suggestion contained therein, your note and this reply will be regarded as placing on record the understanding between our two Governments in this matter.

This further integration and strengthening of our common war effort gives me great satisfaction.

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

JOSEPH C. GREW

Acting Secretary of State

His Excellency

HENRI BONNET,

*Ambassador of the Provisional**Government of the French Republic*AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND
THE PROVISIONAL GOVERNMENT OF THE FRENCH REPUBLIC

As parties signatory to the United Nations Declaration of January 1, 1942, the Government of the United States of America and the Provisional Government of the French Republic have pledged themselves to employ their full resources, military and economic, against those nations with which they are at war. In the preliminary agreement of February 28, 1945⁷ between the Government of the United States of America and the Provisional Government of the French Republic, on the principles applying to mutual aid, each contracting government undertakes to provide the other with such articles, services, facilities and information useful in the prosecution of their common war undertaking as each may be in a position to supply.

The Government of the United States of America and the Provisional Government of the French Republic desire to insure the continuing provision of such articles, services, facilities or information without interruption owing

⁷ *Ante*, p. 1075.

to any uncertainty as to the date when the military resistance of the common enemy may cease; and desire to insure further that such articles, services, facilities or information as shall be agreed to be furnished by the United States for the purpose of providing war aid to the Provisional Government of the French Republic shall be disposed of and transferred, following a determination by the President that such aid is no longer necessary to the prosecution of the war, in an orderly manner which will best promote their mutual interests.

For the purpose of attaining the above-stated objectives, the Government of the United States of America and the Provisional Government of the French Republic agree as follows:

ARTICLE I

All aid undertaken to be provided by the United States of America under this agreement shall be for Continental France and 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 appropriation acts thereunder.

ARTICLE II

The United States of America will transfer or render such of the articles and services set forth in Schedule 1 annexed hereto, to the Provisional Government of the French Republic, as the President of the United States of America may authorize to be provided prior to a determination by the President that such articles and services are no longer necessary to the prosecution of the war. Any articles and services set forth in Schedule 1 transferred or rendered to the Provisional Government of the French Republic prior to such determination shall be provided upon terms the final determination of which shall be deferred until the extent of lend-lease aid provided by the United States of America and of reciprocal aid provided by the Provisional Government of the French Republic is known and until the progress of events makes clearer the final terms, conditions and benefits which will be in the mutual interests of the United States of America and France, in accordance with the terms of the preliminary agreement of February 28, 1945, and which will promote the establishment and maintenance of world peace.

ARTICLE III

After a determination by the President of the United States of America that any of the articles and services set forth in Schedule 1 are no longer necessary to the prosecution of the war, the United States of America will transfer or render, within such periods of time as may be authorized by law, and the Provisional Government of the French Republic will accept, such articles and services as shall not have been transferred or rendered to the

Provisional Government of the French Republic prior to said determination.

The Provisional Government of the French Republic undertakes to pay the United States of America in dollars for the articles and services transferred or rendered under the provisions of this Article in accordance with the terms and conditions prescribed in Schedule 1 annexed hereto.

ARTICLE IV

The United States of America undertakes to transfer to the Provisional Government of the French Republic, within such periods of time as may be authorized by law, and the Provisional Government of the French Republic agrees to accept, the defense articles set forth in Schedule 2, annexed hereto. The Provisional Government of the French Republic undertakes to pay the United States of America in dollars for the articles transferred under the provisions of this Article in accordance with the terms and conditions prescribed in said Schedule 2.

ARTICLE V

Changes may be made from time to time in the items set forth in Schedules 1 and 2 annexed hereto, by mutual agreement between the United States of America and the Provisional Government of the French Republic.

The Provisional Government of the French Republic shall be released from its obligation to accept articles or services, under Article III and Article IV above, upon payment to the Government of the United States of America of any net losses to the Government of the United States of America including contract cancellation charges resulting from the determination of the Provisional Government of the French Republic not to accept such articles or services.

Delivery of any articles or services, under the provisions of Article III and Article IV, may be withheld by the Government of the United States of America without cost to the Provisional Government of the French Republic whenever the President determines that such action is in the national interest.

ARTICLE VI

Any amounts paid to the Government of the United States of America pursuant to the terms of this agreement shall be deemed to be among the benefits or considerations provided by the Provisional Government of the French Republic pursuant to Article VI of the preliminary agreement of February 28, 1945.

SCHEDULE 1

The terms and conditions upon which the articles and services listed below are to be transferred by the United States of America to the Provisional

Government of the French Republic after the determination by the President of the United States that such aid is no longer necessary in the prosecution of the war, in accordance with Article III hereof, are as follows:

A. Unless otherwise provided by mutual agreements, transfers of articles shall take place, and title and risk of loss shall pass to the Provisional Government of the French Republic, immediately upon loading of the articles on board ocean vessel in a United States port, provided, that those articles which, prior to the end of the periods authorized by law, shall have been contracted for by the United States Government and shall not have been transferred to the Provisional Government of the French Republic as above set forth, shall be deemed to be transferred, and title and risk of loss shall pass to the Provisional Government of the French Republic, upon the last day of such periods.

B. The amount which the Provisional Government of the French Republic shall pay to the United States of America for articles transferred under the provisions of Article III of this Agreement, shall be the total purchase price, which shall be the sum of the following items, as determined by the President of the United States, or an officer of the United States Government designated by him:

1. The price of the articles, which shall be determined as follows:

(a) In the case of standard supplies the price shall be the current sale price or the adjusted contract price, whichever is lower; provided, that in the event the current sale price is not determined, the price shall be the adjusted contract price less five per cent of such adjusted contract price.

In the case of non-standard supplies which shall have been delivered to the United States by the contractor prior to thirty days following the date of a determination by the President that such articles are no longer necessary in the prosecution of the war, the price shall be the current sale price or the adjusted contract price, whichever is lower; provided, that in the event the current sale price is not determined, the price shall be the adjusted contract price less five per cent of such adjusted contract price. In the case of non-standard supplies which shall have been delivered to the United States by the contractor subsequent to thirty days following the aforesaid date of the determination by the President, the price shall be the adjusted contract price.

(b) The determination of the said price of supplies by the President, or an officer of the United States Government designated by him, shall be made in accordance with the following definitions:

The term "standard supplies" shall mean those supplies which have been contracted for by the United States Government in accordance with standard United States specifications. The term "non-standard supplies" shall mean those supplies which have been contracted for by the United States Government in accordance with non-standard United States specifications. It is

understood that those supplies which are standard except for minor non-standard features, attachments or adjustments shall be deemed to be standard supplies.

The term "adjusted contract price" shall mean the contract purchase price f.o.b. point of origin paid by the United States Government to the contractor, less five per cent of such contract purchase price, or, if such contract purchase price cannot be determined for the particular supplies transferred, the estimated average contract purchase price f.o.b. point of origin paid by the United States Government for similar supplies during a period of three months preceding the aforesaid date of the determination by the President of the United States, less five per cent of such average contract purchase price.

The term "current sale price" of particular standard or non-standard supplies transferred to the Provisional Government of the French Republic shall mean the price at which similar standard supplies of comparable quality and in comparable quantity have been sold by the United States Government, at or about the time of transfer of the particular supplies to the Provisional Government of the French Republic, to any foreign or domestic buyer. It is understood that "foreign or domestic buyer" shall be deemed to exclude United States Government agencies, States and political sub-divisions thereof, United States public, charitable, or educational institutions, relief organizations, and any persons or organizations which may purchase supplies on special financial terms provided by law.

2. The sum of any costs for inland transportation, storage, insurance and other charges incidental to delivery of the articles at shipside, incurred by the United States, as determined by the President of the United States or an officer designated by him. The United States will inform the Provisional Government of the French Republic from time to time of the amounts of such costs incurred and the bases on which they have been determined.

C. Payment of the total purchase price for all articles transferred under the provisions of Article III of this Agreement, shall be made by the Provisional Government of the French Republic within a period of thirty years after the execution of this agreement.

1. Payment of the total purchase price of any article so transferred shall be made in equal annual installments the first of which shall become due and payable on July 1, 1946, or on the first of July next following the day on which such article shall have been transferred, whichever is later.

2. Nothing herein shall be construed to prevent the Provisional Government of the French Republic from anticipating the payment of any of such installments or any part thereof.

3. If, by agreement of the Provisional Government of the French Republic and of the United States of America, 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 Provisional Government of the French Republic and the United States, payment may be postponed for an agreed upon period.

D. Interest on the unpaid balances of the total purchase price determined under paragraph B above for any article so transferred, shall be paid by the Provisional Government of the French Republic at the fixed rate of two and three-eighths per cent per annum, accruing from the first day of July, 1946 or from the first day of July next following the day on which such article shall have been transferred, whichever is later. Interest shall be payable annually, the first payment to be made on the first day of July next following the first day of July on which such interest began to accrue.

E. The Provisional Government of the French Republic shall pay to the United States the cost of the services listed in this schedule to the extent that such services shall be rendered to the Provisional Government of the French Republic following the determination by the President that such services are no longer necessary to the prosecution of the war. The cost of such services, so rendered, shall be determined by the President of the United States and shall be paid by the Provisional Government of the French Republic in accordance with the same terms as provided for the payment of the total purchase price of the articles provided hereunder, as set forth in Section C above. Interest shall be paid on the unpaid balances of the cost of such services in accordance with the terms of Section D hereof.

The total purchase price value of all the articles and services in this Schedule 1 shall not exceed \$1,675,000,000. Such articles and services and their estimated cost to the Government of the United States are as follows:

Raw Materials for War Use and Essential Civilian Supply (Cotton, Metals, Steel, Chemicals, Synthetic Rubber, Drugs, Medical Supplies, etc.)	\$840, 000, 000
Food (Milk, Pulses, Edible Oils, Oil Seed, Seeds)	185, 000, 000
Petroleum Supplies	132, 000, 000
French Prisoner-of-war Supplies	48, 000, 000
Short Life Manufacturing Equipment for War Production	250, 000, 000
Freight Charges (Rental and Charter of Vessels)	220, 000, 000
	<hr/> \$1, 675, 000, 000

SCHEDULE 2

The terms and conditions upon which the supplies listed below are to be transferred by the Government of the United States of America to the Provisional Government of the French Republic under the provisions of Article IV of this agreement are as follows:

1. Transfers of articles shall take place, and title and risk of loss shall pass to the Provisional Government of the French Republic, upon the same terms as are set out in Schedule 1 annexed to this agreement.

2. The Provisional Government of the French Republic shall pay to the United States of America, upon transfer, an amount equivalent to twenty (20) per cent of the total purchase price, as defined in Schedule 1 above, of the articles transferred to the Provisional Government of the French Republic under the terms of Article IV of this agreement.

3. The Provisional Government of the French Republic shall pay the United States of America the balance of the total purchase price of the articles transferred under Article IV of this agreement on or before the last day of the thirtieth year following the day upon which this agreement is executed. Payment of the balance of the total purchase price with regard to each article so transferred shall be made in equal annual installments, the first of which shall become due and payable on July 1, 1946, or on the first of July next following the day on which such article shall have been transferred, whichever is later.

4. Nothing herein shall be construed to prevent the Provisional Government of the French Republic from anticipating the payment of any of such installments, or of any part thereof.

5. If by agreement of both governments it is determined that because of extraordinary adverse economic conditions arising during the course of payment, the payment of a due installment would not be in the joint interest of the Provisional Government of the French Republic and the United States of America, payment may be postponed for an agreed-upon period.

6. The cost or expenses for overseas transportation of any of the articles listed in this Schedule 2 are included in the item "Freight Charges" listed in Schedule 1 and shall be paid by the Provisional Government of the French Republic on the terms specified in that Schedule. Such cost or expenses shall be limited to "Freight Charges" on United States vessels.

7. Interest on any unpaid portion of the balance of the total purchase price, above specified, of any article so transferred shall be paid by the Provisional Government of the French Republic at a fixed rate of $2\frac{3}{8}$ per cent per annum accruing from the first day of July, 1946 or from the first day of July next following the day on which such article shall have been transferred, whichever is later. Interest shall be payable annually, the first payment to be made on the first day of July next following the first day of July on which such interest began to accrue.

8. The total purchase price value of the articles in this Schedule 2 shall not exceed a total of \$900,000,000. The articles in this Schedule 2 and their estimated cost to the Government of the United States of America are as follows:

Locomotives	\$200,000,000
Railroad Cars	120,000,000
Merchant Marines	140,000,000

Harbor Watercraft	\$32,000,000
Fishing Fleet	8,000,000
Inland Watercraft (Barges)	50,000,000
Metal Working Machinery	100,000,000
Industrial Equipment	150,000,000
Machinery for Mines, Arsenals, etc.	100,000,000
	<hr/>
	\$900,000,000

Signed at Washington in duplicate this 28th day of February, 1945.

For the Government of the United States of America:

JOSEPH C. GREW

For the Provisional Government of the French Republic:

H. BONNET

JEAN MONNET

MEMORANDUM

The Government of the United States directs the attention of the Provisional Government of the French Republic to the proposed agreement under Section 3(c) of the Lend-Lease Act and in particular to Article V thereof. Under Article V this Government will review, from time to time, and particularly at the conclusion of hostilities in Europe, as determined by the President, articles and services set forth in Schedule 1 and Schedule 2 of the Agreement in order to determine whether the delivery of such articles or services should be withheld in the national interest of the United States. The reservation made by this Government in Article V to withhold delivery of articles and services "whenever the President determines that such action is in the national interest" constitutes a broad power to cancel or revoke procurement programs or contracts. It is not possible to predict with precision what occasions or circumstances may arise in the future which may require this Government to withhold delivery. Actual delivery will always be subject to the development of the military situation, and the changing demands of strategy, as well as to economic and financial factors which affect the national interest of this Government.

The Government of the United States expects that all articles and services transferred to the Provisional Government of the French Republic, pursuant to the Crowley-Monnet exchange of notes of September 4, 5 and 19, 1944,⁸ prior to the signing of this Agreement will be paid for in dollars, and any articles and services requisitioned in accordance with the provisions of these notes but transferred following the signing of this Agreement will be regarded, if appropriate, as deliveries under the relevant schedules of the Agreement.

It is further understood that as long as supplies are furnished under the so-called Plan "A", the Provisional Government of the French Republic will be obligated to pay for them currently in dollars.

⁸ *Ante*, p. 1067.

It is, of course, understood that in the implementation of the provisions of the lend-lease agreements submitted to the Provisional Government of the French Republic, the Government of the United States will act in accordance with its Constitutional procedures.

J.C.G.

DEPARTMENT OF STATE,
Washington, February 28, 1945

EXCHANGE OF LETTERS

The French Commissaire en Mission to the Acting Secretary of State

REPUBLIQUE FRANCAISE
AMBASSADE DU
GOUVERNEMENT PROVISoire
AUX ETATS UNIS

1800 Massachusetts Ave. N.W.
Washington 6, D.C.
Decatur 7935

Ref. 4/1/1
No 5834

FEBRUARY 28, 1945

MY DEAR MR. SECRETARY,

I have just returned from France. As the American Ambassador in Paris has been advised by our Minister of Foreign Affairs, my Government is now prepared to sign the draft agreements sent to me by Mr. Clayton on February 8th, 1945.

In its concurrence, my Government has taken full cognizance of your Memorandum accompanying the draft agreements.

Before my departure from Paris I agreed with Mr. Clayton the text of a Statement, attached hereto, which clarifies certain points and draws the attention of your Government to certain policies which we shall follow in the execution of the various agreements.

Yours sincerely,

JEAN MONNET

The Honorable JOSEPH C. GREW,
*Acting Secretary of State,
Department of State,
Washington, D.C.*

STATEMENT

28 FEBRUARY 1945

1. We understand that the Master Agreement covers munitions now being or to be supplied hereafter on a straight Lend-Lease basis.

2. ARTICLE 5. We understand that in general it is not the intention of the United States Government to exercise its right to recapture any articles for

which the French Government pays; if the recapture clause should be exercised in respect to any such articles, appropriate arrangements will be made for repayment to the French Government.

3. ARTICLES 6 AND 7. We understand that "benefits provided to the United States by the Provisional Government of France" includes benefits provided by the Comite National, the Haut Commandement en Chef, and the C.F.L.N. and that in the conversations referred to in Article VII full cognizance will be taken of all such benefits as well as of all aid extended under the various operating agreements and the Master Agreement.

B. 3(c) Agreement

1. ARTICLE I. We understand that the phrase "Continental France" includes Corsica.

2. ARTICLE V. We understand that the phrase "net losses" refers to out-of-pocket expenses, such as contract cancellation, transportation and storage expenses, incurred with respect to articles covered by a requisition or other formal request filed by the French Government.

C. Reciprocal Aid Agreement

The franc account provision appears unnecessarily broad. We understand that you are prepared to substitute for it a provision which will be consistent with mutually agreeable working arrangements now in effect in France.

II

The purchase price clauses set forth in Section B of Schedule I of the 3 (c) agreement are complex. There is some doubt in our minds that their precise operative effect can be accurately predicted now. On the other hand, we recognize that they have been drafted with the purpose of establishing a pricing method that will be fair to both parties. Accordingly we ask for no revision at the present time. If the pricing operations under these formulae appear unsatisfactory in practice, we will feel free to propose an alternative method. The adoption of such an alternative by mutual agreement would not, of course, be retroactive, unless the propriety of such retroactive action were also mutually agreed.

III

I wish also to direct your attention to certain policies we shall follow in the execution of these various arrangements.

1. In relation to reciprocal aid, it is our intention to put forth our maximum effort. The extent of reciprocal aid which it will be possible to render will, however, necessarily depend in large measure on such factors as the availability of labor, power, and the flow of imported supplies.

2. In relation to the 3(c) agreement, it is our general intention to request and receive the articles and services in Schedules 1 and 2 up to the full amount of the financial limits provided for therein. However, we note our reserved right to have the programs or contracts cancelled upon paying the United States its out-of-pocket expenses; and it is our intention to review the articles and services in the schedules from time to time and particularly at the conclusion of hostilities in Europe in order to make such adjustments in our requests and acceptances as we deem necessary in the light of the changing situation.

JEAN MONNET

The Acting Secretary of State to the French Commissaire en Mission

DEPARTMENT OF STATE

WASHINGTON

February 28, 1945

MY DEAR MR. MONNET:

I have your letter of today telling of your return from Paris and informing me that your Government is now prepared to sign the draft agreements which Mr. Clayton sent you on February 8, 1945, and that your Government has taken full cognizance of the Memorandum accompanying the draft agreement.

You attach to your letter the text of a statement, agreed to with Mr. Clayton before your departure for Paris, which clarifies certain points and which draws the attention of this Government to certain policies which your Government will follow in the execution of the various agreements. I wish to confirm your understanding with Mr. Clayton that this statement is acceptable to my Government.

Sincerely yours,

JOSEPH C. GREW

Acting Secretary

The Honorable

JEAN MONNET,

Commissaire en Mission,

Provisional Government of the French Republic,

1800 Massachusetts Avenue NW,

Washington, D.C.

The French Commissaire en Mission to the Acting Secretary of State

REPUBLIQUE FRANCAISE
AMBASSADE DU
GOUVERNEMENT PROVISOIRE
AUX ETATS UNIS

1800 Massachusetts Ave. N.W.
Washington 6, D.C.
P.O. Box 3157
Decatur 7935

Ref. 4/1/1
No 5833

FEBRUARY 28, 1945

MY DEAR MR. SECRETARY,

When in Paris, I informed the French Provisional Government that the proposed Lend-Lease agreements do not change the arrangements now in effect between our two Governments regarding the payment in dollars for francs used for troop pay and other items not furnished as Reciprocal Aid.

I am advising you of this merely to complete the record of our mutual understandings on the Lend-Lease arrangements.

Yours sincerely,

JEAN MONNET

The Honorable JOSEPH C. GREW,
Acting Secretary of State,
Department of State,
Washington, D.C.

The Acting Secretary of State to the French Commissaire en Mission

DEPARTMENT OF STATE

WASHINGTON

February 28, 1945

MY DEAR MR. MONNET:

I am acknowledging your letter of today telling me that you had informed the members of the Provisional Government of the French Republic that the proposed lend-lease agreements do not change the arrangements now in effect between our two governments regarding the payment in dollars for francs used for troop pay and other items not furnished as reciprocal aid.

I appreciate this confirmation of the mutual understanding of our governments on this matter.

Sincerely yours,

JOSEPH C. GREW
Acting Secretary

The Honorable
JEAN MONNET,
Commissaire en Mission,
Provisional Government of the French Republic,
1800 Massachusetts Avenue,
Washington, D.C.

VISAS

Agreement signed at Paris April 6, 1945

Entered into force April 6, 1945

*Replaced April 15, 1946, by agreement of April 5 and 8, 1946*¹

Department of State files

The Government of the United States of America,
and the Provisional Government of the French Republic,
Desirous of facilitating the accomplishment of missions of their nationals
made in the common interest

Have decided to conclude an agreement and for that purpose have appointed as their plenipotentiaries, to wit:

The President of the United States of America:

His Excellency Mr. Jefferson Caffery, Ambassador of the United States of America to France;

The Provisional Government of the French Republic:

His Excellency Mr. Georges Bidault, Minister for Foreign Affairs,

who, having communicated to one another their full powers found in good and due form, have agreed upon the following articles:

ARTICLE I

Entry visas for the metropolitan territory of each of the two countries, for French and American citizens, will be granted immediately by the diplomatic and consular authorities of the two countries, without reference to Paris or to Washington, in favor of bearers

- a) of diplomatic passports,
- b) of special passports of the United States and of French service passports.

ARTICLE II

Entry visas for the metropolitan territory of each of the two countries for French and American citizens will likewise be granted immediately and without being referred to Paris or to Washington, by the diplomatic and consular authorities of the two countries, to bearers of ordinary passports, whether or not government officials or employees, when the latter present

¹ *Post*, p. 1122.

a letter from the Ministry for Foreign Affairs or the Department of State reading as follows:

"Mr. . . ., (Name, Christian names, address, etc.) holder of ordinary passport No. . . ., is authorized to proceed to France (the United States) in the discharge of a task of national importance to France and the United States."

In France, the latter document may be replaced by an order of mission or a ministerial authorization.

ARTICLE III

The special procedure provided under Articles 1 and 2 shall be extended to persons of the categories mentioned in these articles if, being citizens of France, they are in London and desire to proceed to the United States, or if, being American citizens, they are in London and desire to proceed to France.

In the first case, the visa will be issued immediately by the Embassy of the United States in London upon presentation of the French diplomatic or service passport. For bearers of ordinary French passports presenting the letter the text of which appears under Article 2, the American visa will be issued immediately by the Embassy of the United States in London if the interested parties have resided three years in England. If the period of residence is under three years, a decision with respect to the American visa will be taken within a maximum delay of ten days.

In the second case, the French visa will be issued by the French Embassy in London to bearers of American diplomatic, special and ordinary passports under the same conditions as those provided in the preceding paragraph for bearers of the different categories of French passports.

ARTICLE IV

The letter the text of which appears under Article 2 and which is mentioned in Article 3, will be issued in London by the qualified Embassy acting in behalf of the Ministry for Foreign Affairs or the Department of State.

ARTICLE V

The present agreement will become effective upon signature and will remain in force until its denunciation by one or the other of contracting parties.

IN TESTIMONY WHEREOF the above-mentioned plenipotentiaries have signed the present agreement and have hereunto affixed their seals.

Done at Paris, on the sixth of April 1945, in duplicate, in the French and English languages, both texts having equal force.

JEFFERSON CAFFERY [SEAL]

G. BIDAULT [SEAL]

EXCHANGE OF PUBLICATIONS

Exchange of notes at Paris August 14, 1945

Entered into force January 1, 1946

60 Stat. 1944; Treaties and Other
International Acts Series 1579

The American Ambassador to the Minister of Foreign Affairs

No. 709

PARIS, August 14, 1945

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 Provisional Government of the French Republic 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 the official publications of its various departments, agencies, offices, divisions, and institutions, in accordance with a list which it shall communicate to the other Government through diplomatic channels, the two lists having been agreed upon after consultation between the two Governments. The list of 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 such Government not specified in the list, or publications of new offices which such Government may create in the future.

2. The official exchange office for the transmission of publications of the United States of America shall be the Smithsonian Institution. The official exchange office for the transmission of publications of the French Republic shall be the Direction des Bibliothèques de France, 53 rue Saint-Dominique, Paris.

3. The publications shall be received on behalf of the United States of America by the Library of Congress and on behalf of the French Republic by the Bibliothèque Nationale, 58 rue de Richelieu, Paris.

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 the postal, rail and shipping costs and other charges arising in its own country in connection with the sending of publications under the present agreement.

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 Provisional Government of the French Republic, the Government of the United States of America will consider the agreement to be concluded and in effect beginning January 1st, 1946.

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

JEFFERSON CAFFERY

His Excellency

GEORGES BIDAULT,

*Minister for Foreign Affairs,
Paris*

The Minister of Foreign Affairs to the American Ambassador

[TRANSLATION]

FRENCH REPUBLIC
MINISTRY OF FOREIGN AFFAIRS

Direction of Unions
80 rue de Lille
Inv. 84-40

PARIS, August 14, 1945

MR. AMBASSADOR:

I have the honor to refer to the conversations which were held on the subject of the exchange of official publications between the representatives of the Provisional Government of the French Republic, on the one hand, and the representatives of the Government of the United States of America, on the other hand, and to inform Your Excellency that the Provisional Government of the French Republic agrees to proceed to an exchange of official publications between the two Governments, in accordance with the following provisions:

1. Each of the two Governments shall furnish regularly one copy of all the publications of its various departments and of the agencies, offices and official institutes, according to a list which it will communicate to the other Government through the diplomatic channels, the two Governments having previously consulted each other and agreed upon the matter of the two lists. The list drawn up by each Government may be revised at any time and added to, without the necessity of entering into new negotiations, with a view to

including therein, any other official publications of the Government concerned which were not included in the list, or the publications of new agencies which the said Government may create in the future.

The official exchange agency for the transmittal of the publications of the French Republic shall be the *Direction des Bibliothèques de France* (Office of the Director of Libraries of France), 53, rue Saint-Dominique, Paris 7°.

2. The official exchange agency for the transmittal of the publications of the United States of America shall be the Smithsonian Institution.

3. The publications shall be received on behalf of the French Republic by the *Bibliothèque Nationale*, and by the Library of Congress on behalf of the United States of America.

4. The present Agreement shall not place either of the two Governments under the obligation of furnishing printed material or circulars which are not of a public character, or publications of a confidential nature.

5. Each of the two Governments shall defray the costs of transportation by mail, railroad and boat, and all other charges deriving, in its own territory, from the transmittal of publications by virtue of this Agreement.

6. This Agreement shall not be considered as modifying any agreement for exchange previously concluded between a department or other agency of one of the Governments and a department or agency of the other Government.

Upon receipt of a communication from Your Excellency indicating that the foregoing provisions can be accepted by the Government of the United States of North America, the Provisional Government of the French Republic will consider the Agreement concluded and in effect from January 1, 1946.

Please accept, Mr. Ambassador, the assurances of my very high consideration.

BIDAULT

His Excellency

JEFFERSON CAFFERY,

Ambassador of the United States.

LEND-LEASE ¹

*Exchange of notes at Washington November 8, 1945, relating to article
VII of agreement of February 28, 1945
Entered into force November 8, 1945*

76 United Nations Treaty Series 151

The French Chargé d'Affaires to the Secretary of State

[TRANSLATION]

EMBASSY OF FRANCE
IN THE UNITED STATES
FL/JYB

WASHINGTON, November 8, 1945

MR. SECRETARY OF STATE:

With reference to our recent conversations relative to Article VII of the Master Lend-Lease Agreement entered into between the Government of the United States and the Provisional Government of the French Republic and signed on February 28, 1945,² I have the honor to make the following statement to you in the name of my Government:

(1) With a view to ensuring greater production, exchange and consumption of products and the full employment of labor, the Government of the United States and the Provisional Government of the French Republic undertake by the terms of the present declaration to open negotiations in the very near future with a view to reaching an agreement between themselves and with the countries which are of a like disposition in regard to the mutually advantageous measures which would lower customs tariffs and other barriers to international trade and would eliminate all discriminatory treatment in international trade, payments and investments.

(2) While awaiting the outcome of the negotiations contemplated in the preceding paragraph, the Government of the United States and the Provisional Government of the French Republic declare that their policy consists in avoiding the adoption of new measures on a long-term basis pertaining to international trade, payments and foreign investments which would be contrary to the objective of the negotiations in question, account being taken

¹ See also lend-lease settlement agreements of May 28, 1946 (TIAS 1928, *post*, p. 1126); Feb. 27, 1948 (TIAS 1930, *post*, p. 1245); Mar. 14, 1949 (TIAS 1935 and 1936, *post*, pp. 1300 and 1304); and Jan. 30, 1958 (9 UST 67; TIAS 3979).

² EAS 455, *ante*, p. 1075.

of the application of the provisions of the agreement on international monetary funds drawn up at the United Nations Monetary and Financial Conference, held in Bretton Woods from July 1 to July 22.³

(3) The two Governments will not fail to consult each other whenever necessary regarding all measures to be applied which would come within the field defined by the preceding paragraph.

Please accept (etc.)

FRANCIS LACOSTE

His Excellency

The Honorable JAMES F. BYRNES,
Secretary of State of the United States,
Washington, D.C.

The Secretary of State to the French Chargé d'Affaires

NOVEMBER 8, 1945

SIR:

I acknowledge the receipt of your note of today's date concerning the understanding reached during our recent discussions pursuant to Article VII of the Master Lend-Lease Agreement between the United States of America and the Provisional Government of France dated February 28, 1945, and I hereby confirm your statement of the understanding reached as therein set out.

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

JAMES F. BYRNES

The Honorable

FRANCIS LACOSTE,
Minister Plenipotentary,
Chargé d'Affaires ad interim of
the French Republic.

The French Chargé d'Affaires to the Secretary of State

[TRANSLATION]

EMBASSY OF FRANCE
IN THE UNITED STATES
FL/HJ

WASHINGTON, November 8, 1945

MR. SECRETARY OF STATE:

The Provisional Government of the French Republic and the Government of the United States have just entered upon an exchange of notes relative to the measures which it would be expedient to take by common accord to

³ TIAS 1501, *ante*, vol. 3, p. 1351.

assure the development of world production, the maximum employment of available labor and, generally, the increase in the purchasing power of the masses. On entering upon this exchange of notes, the French Government wished to re-affirm its full agreement with the Government of the United States concerning the policy which it is expedient to pursue in the matter. It merely recalled its intention, already expressed through the provisions of Article VII of the Agreement of February 28, 1945, of seeking with the Government of the United States the proper means for putting this common action into operation. I wish, however, to point out that the effective contribution of France to an expansion of world trade will depend chiefly upon the opportunities given her to undertake and to accomplish the reconstruction and the modernization of her agricultural and industrial economy. The French Government therefore proposes that, before entering into negotiations relative to customs barriers and commercial policy, our two Governments undertake together an inquiry into the total needs of France and the resources which are at present available, or may be rendered available, to place France in a position to participate in the orderly development of international trade.

I should appreciate it if you would be good enough to inform me as soon as possible of your Government's consent to this proposal.

Please accept, Mr. Secretary of State, the assurances of my very high consideration.

FRANCIS LACOSTE

His Excellency

JAMES F. BYRNES,

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

The Secretary of State to the French Chargé d'Affaires

NOVEMBER 8, 1945

MY DEAR MR. CHARGÉ D'AFFAIRES:

I acknowledge the receipt of your note of today's date which refers to our exchange of notes, also of today's date, concerning the negotiations to be undertaken in the immediate future pursuant to Article VII of the Master Lend-Lease Agreement between the United States of America and the Provisional Government of France signed February 28, 1945.

You state that the effective contribution of France to a world of expanding production and trade will depend primarily on the opportunities that will be given her to undertake and achieve the reconstruction and modernization of her agricultural and industrial economy. For this reason, you propose that prior to the negotiations contemplated by the aforementioned exchange of notes, our two Governments review together the total

requirements of France and the means presently available, or which may be made available, to enable France effectively to participate in the orderly development of international commerce.

In reply, I am happy to inform you that my Government is prepared to discuss with the French Government at an early date the matters mentioned above.

Sincerely yours,

JAMES F. BYRNES

The Honorable

FRANCIS LACOSTE,

Minister Plenipotentiary,

Chargé d'Affaires ad interim
of the French Republic.

AIR TRANSPORT SERVICES

*Exchange of notes at Paris December 28 and 29, 1945, supplementing
agreement of July 15, 1939*

Entered into force December 29, 1945

*Superseded by agreement of March 27, 1946*¹

61 Stat. (4) 3474; Treaties and Other
International Acts Series 1679

The American Ambassador to the Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
Paris, December 28, 1945

No. 1022

EXCELLENCY:

I have the honor to refer to the Air Transport Agreement concluded between the Governments of the United States and France by an exchange of notes dated July 15, 1939.²

As Your Excellency is aware, it is the desire of my Government to see the restoration of international civil air services at the earliest practicable date. I venture to inquire, therefore, if Your Excellency's Government would be disposed, in view of the existing Agreement, to grant authorization for American air carriers to operate over the following routes:

1. The United States via intermediate points over a North Atlantic route to Paris and beyond via intermediate stops in Switzerland, Italy and Greece to the Near East and India; in both directions.

2. The United States via intermediate points over a North Atlantic route to Lisbon, Barcelona and Marseille; in both directions.

In making this request, I should state that my Government desires that the American carriers concerned shall have the right to pick up and discharge international traffic in passengers, mail and cargo at the points in French territory named above.

Although it is unknown at this moment the number of schedules the American operators would be prepared to perform, it is hoped that Your

¹ TIAS 1679, *post*, p. 1109.

² EAS 153, *ante*, p. 1042.

Excellency's Government would be disposed to permit a greater frequency than the two flights weekly accorded in the Air Transport Agreement under reference.

My Government suggests that the addition to the existing Agreement, which would be constituted by the present letter together with a favorable response from Your Excellency, should be subject to termination at any time by either Government on one month's notice in writing to the other.

I take this occasion to renew to Your Excellency the assurances of my highest consideration.

JEFFERSON CAFFERY

His Excellency

Monsieur GEORGES BIDAULT,
Minister of Foreign Affairs,
Paris.

The Minister of Foreign Affairs to the American Ambassador

[TRANSLATION]

FRENCH REPUBLIC
MINISTRY OF FOREIGN AFFAIRS

PARIS, *December 29, 1945*

MR. AMBASSADOR:

Your Excellency has been so good as to send me, under the date of yesterday, the following letter:

[For text of U.S. letter, see above.]

I have the honor to inform Your Excellency that pending the conclusion of a new general agreement on this matter, the French Government is quite disposed, with reference to the Arrangement for the Operation of Air Transport Services dated July 15, 1939, to grant to United States air carriers the right to pick up and discharge, in international traffic, passengers, mail and cargo at Paris and Marseille on the above-mentioned routes, under the following conditions.

A. The Government of the United States will grant to French airlines the same rights on the following routes:

1. France via intermediate points over a North Atlantic route to New York and Washington; in both directions.
2. France via intermediate points over a North Atlantic route to Montreal and Chicago; in both directions.

B. In the establishment and technical and commercial operation of the long range services mentioned above, the airlines of each of the two countries shall take into consideration the interests of the airlines of the other in order

not to affect unduly the services which the latter perform on all or part of the same routes.

The right of the airlines of each country to embark and disembark, in the cities and on the routes enumerated above, passengers, mail and goods destined to or coming from third countries, is accorded with the view to permitting more economical operation of the long range services performed by the said airlines, such services to retain as their primary objective the connection between the country of which each airline is a national and the country of ultimate destination.

I would add that the French Government will consider favorably the requests which may be presented to it by the Government of the United States for flights in addition to the two per week provided in the existing Agreement, it being understood that the French Government will have benefit of the same frequencies.

Conforming to the proposal made by the Government of the United States, the French Government agrees that the addition to the existing Agreement, constituted by the present communication together with the letter from Your Excellency of today's date, may be terminated at any time by either Government, such denunciation to take effect at the expiration of one month following written notification to the other Government.

Please accept, Mr. Ambassador, the assurances of my very high consideration.

For the Minister of Foreign Affairs
and by Delegation
*Ambassador of France General Secretary
of the Ministry of Foreign Affairs*
J. CHAUVEL

His Excellency
JEFFERSON CAFFERY
*Ambassador of the United States
Paris*

The American Ambassador to the Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
Paris, December 29, 1945

No. 1023

EXCELLENCY:

I have the honor to refer to Your Excellency's letter of today's date quoting my letter of December 28 on the subject of air transport services between the United States and France and adding the following:

[For text of French note, see above.]

I have the honor to inform Your Excellency that the foregoing provisions are acceptable to the Government of the United States.

I take this occasion to renew to Your Excellency the assurances of my highest consideration.

JEFFERSON CAFFERY

His Excellency
Monsieur GEORGES BIDAULT,
Minister of Foreign Affairs,
Paris.

PURCHASE OF NATURAL RUBBER

Exchange of notes at Washington January 28 and February 7, 1946
Entered into force February 7, 1946
Expired June 30, 1946

60 Stat. 1690; Treaties and Other
International Acts Series 1525

The Secretary of State to the French Ambassador

DEPARTMENT OF STATE
WASHINGTON
Jan 28 1946

EXCELLENCY:

I have the honor to inform Your Excellency that the Government of the United States of America is prepared to enter into an agreement for the purchase of all natural rubber allocated from all French areas in the Far East to the United States of America by the Combined Raw Materials Board, or successor body, according to the following terms:

The Rubber Development Corporation, which is the agency of the Government of the United States of America which has been designated to negotiate for and effect the purchase of all natural rubber allocated to the United States of America by the Combined Raw Materials Board or successor body, shall purchase from the Government of France all natural rubber which has been or shall be so allocated from all French areas in the Far East at a price of 20¼ cents United States currency per pound for standard top grades with appropriate differentials for other types and grades, at Far Eastern port free on board ocean going steamer destined for United States port. This price shall be paid on all rubber covered by ocean bills of lading bearing dates between September 2, 1945 (VJ Day) and June 30, 1946, inclusive. Payment for such rubber will be effected by the opening of an appropriate letter or letters of credit in favor of such agency of the Government of France as shall be designated (or such other method of payment as may be mutually agreed upon); which letters of credit shall provide for payment against shipping documents endorsed "on board" ocean going steamer evidencing that the rubber has been shipped consigned to "Recon-

struction Finance Corporation, 15 Williams Street, New York 5, New York". Quality and weights shall be as determined upon inspection and weighing at United States port.

This note, together with your reply indicating acceptance by the Government of France of the offer contained herein, shall be deemed by the Government of the United States of America as bringing the above agreement into full force and effect. The Rubber Development Corporation will execute with the appropriate French authority a contract embodying the details of the above agreement.

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

For the Secretary of State:

WILLIAM L. CLAYTON

His Excellency

HENRI BONNET

Ambassador of France.

The French Ambassador to the Secretary of State

[TRANSLATION]

EMBASSY OF FRANCE
IN THE UNITED STATES

CA/RL
NO. 100

WASHINGTON, February 7, 1946

MR. SECRETARY OF STATE:

I have the honor to acknowledge the receipt of Your Excellency's note of January 28, 1946, and to inform you that the French Government is disposed to conclude an agreement for the sale of natural rubber coming from the French territories in the Far East allocated to the United States by the "Combined Raw Materials Board" or the entity succeeding it, on the following conditions:

The French Government shall sell to the "Rubber Development Corporation," the American agency that has been designated for the purpose of negotiating and effecting the purchase of all natural rubber allocated to the United States of America by the "Combined Raw Materials Board" or the entity succeeding it, all the natural rubber which has been or shall be allocated to the United States coming from the French territories of the Far East, at the price of 20¼ cents (in money of the United States) per pound, for the qualities called "Standard top grades," with appropriate differences for other types and qualities, delivered f.o.b. in the ports of the Far East, on seagoing vessels bound for a United States port. This price shall be paid for all the quantities of rubber mentioned in marine bills of lading bearing a date between September 2, 1945, (V-J Day) and June 30, 1946, inclu-

sive. Payment for them will be executed by the opening of letters of credit in favor of such entity as shall be designated by the French Government or in accordance with some other mode of payment the principle of which the two governments may adopt by mutual agreement. These letters of credit shall stipulate that payment will be made against delivery of merchant marine documents endorsed on board seagoing ships and furnishing proof that the rubber has been consigned to the "Reconstruction Finance Corporation", 15 Williams Street, New York 5, New York. The quality and the weight shall be those that have been established after inspection and weighing in a port of the United States.

The French Government considers that the present note, in answer to Your Excellency's note of January 28, 1946, gives executive force to the agreement the terms of which are set forth above. The competent French authorities will enter into a contract with the "Rubber Development Corporation" fixing the modalities of application of this agreement.

I beg Your Excellency to be good enough to accept the assurances of my very high consideration.

H. BONNET

His Excellency

The Honorable JAMES F. BYRNES

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

AIR TRANSPORT SERVICES

*Agreement signed at Paris March 27, 1946, with annex, schedules, and
protocol of signature*

Entered into force March 27, 1946

*Extended and amended by agreements of June 23 and July 11, 1950;¹
March 19, 1951;² and August 27, 1959³*

Supplemented by agreement of April 5, 1960⁴

61 Stat. 3445; Treaties and Other
International Acts Series 1679

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF
AMERICA AND THE PROVISIONAL GOVERNMENT OF THE FRENCH REPUBLIC
RELATING TO AIR SERVICES BETWEEN THEIR RESPECTIVE TERRITORIES

THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE
PROVISIONAL GOVERNMENT OF THE FRENCH REPUBLIC

considering

—that the possibilities of commercial aviation as a means of transport
have greatly increased,

—that it is desirable to organize the international air services in a safe
and orderly manner and to further as much as possible the development of
international cooperation in this field, and

—that the Agreements hitherto contracted between the two governments
with respect to the operation of air services should be replaced by a more
general agreement in harmony with the new conditions of air transport,

have appointed their representatives, who, duly authorized, have agreed
upon the following:

ARTICLE I

The Contracting Parties grant to each other the rights specified in the
Annex hereto for the establishment of the international air services set

¹ 1 UST 593; TIAS 2106.

² 2 UST 1033, 1037; TIAS 2257, 2258.

³ 10 UST 1791; TIAS 4336.

⁴ 13 UST 1860; TIAS 5135.

forth in that Annex, or as amended in accordance with Article XII⁵ of the present Agreement (hereinafter referred to as the "agreed services").

ARTICLE II

(a) The agreed services may be inaugurated immediately or at a later date at the option of the Contracting Party to whom the rights are granted, on condition that:

(1) the Contracting Party to whom the rights have been granted shall have designated an air carrier or carriers for the specified route or routes,

(2) the Contracting Party which grants the rights shall have given the appropriate operating permission to the air carrier or carriers concerned pursuant to paragraph (b) of this Article which (subject to the provisions of Article VI) it shall do with the least possible delay.

(b) The designated air carrier or carriers may be required to satisfy the aeronautical authorities of the Contracting Party granting the rights that it or they is or are qualified to fulfill the conditions prescribed by or under the laws and regulations normally applied by those authorities to the operations of commercial air carriers.

ARTICLE III

(a) The charges which either Contracting Party may impose or permit to be imposed on the designated air carrier or carriers of the other Contracting Party for the use of airports and other facilities shall not be higher than would be paid for the use of such airports and facilities by its national aircraft employed in similar international air services.

(b) Fuel, lubricating oils and spare parts introduced into, or taken on board aircraft in, the territory of one Contracting Party by, or on behalf of, any designated air carrier of the other Contracting Party and intended solely for use by the aircraft of such carrier shall be accorded, with respect to customs duties, inspection fees and other charges imposed by the former Contracting Party, treatment not less favorable than that granted to national air carriers engaged in international air services or such carriers of the most favored nation.

(c) Supplies of fuel, lubricating oils, spare parts, regular equipment and aircraft stores retained on board aircraft of any designated air carrier of one Contracting Party shall be exempt in the territory of the other Contracting Party from customs duties, inspection fees or similar duties or charges, even though such supplies be used by such aircraft on flights within that territory.

⁵ By an exchange of notes dated Feb. 19 and Mar. 10, 1947, between the American Embassy at Paris and the French Ministry of Foreign Affairs it was agreed that "Article XII" should read "Article XIII".

ARTICLE IV

Certificates of airworthiness, certificates of competency and licenses issued or rendered valid by one Contracting Party and still in force shall be recognised as valid by the other Contracting Party for the purpose of operation of the agreed services. Each Contracting Party reserves the right, however, to refuse to recognise for the purpose of flight above its own territory, certificates of competency and licenses granted to its own nationals by another state.

ARTICLE V

(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 each Contracting Party as to the admission to, sojourn in and departure from its territory of passengers, crew and cargo of aircraft, such as regulations relating to entry, clearance, immigration, passports, customs and quarantine, shall be observed.

ARTICLE VI

Each Contracting Party reserves the right to withhold or revoke a certificate or permit to an air carrier designated by the other Contracting Party in the event that it is not satisfied that substantial ownership and effective control of such carrier are vested in nationals of either Contracting Party, or in case of failure by that carrier to comply with the laws and regulations referred to in Article V hereof, or otherwise to fulfill the conditions under which the rights are granted in accordance with this Agreement and its Annex.

ARTICLE VII

(a) In addition to the rights mentioned in Article I of the present Agreement, each Contracting Party grants to all air carriers of the other Contracting Party for international air services (and for all operational flights incidental to such services):

- (1) The right to fly across its territory without landing;
- (2) The right to land in such territory for non-traffic purposes.

(b) In order to carry out the purposes of paragraph (a) above, each Contracting Party may designate the airways to be followed within its territory by any air carrier of the other Contracting Party, and the airports which any such services may use.

(c) The exercise of the rights specified in paragraph (a) above is subject to the provisions of Articles III, IV, V and VI of this Agreement and the Articles which follow.

(d) The rights granted under the present Article by the Government of the United States to French air carriers may be exercised at Kindley Field (Bermuda) provided the Government of the French Republic shall have obtained the necessary authorizations from the Government of the United Kingdom of Great Britain and Northern Ireland.

ARTICLE VIII

In a spirit of close collaboration, the aeronautical authorities of the two Contracting Parties will consult regularly with a view to assuring the observance of the principles and the implementation of the provisions outlined in the present Agreement and its Annex.

ARTICLE IX

For the purpose of the present Agreement and its Annex:

(a) The term "territory" as applied to each Contracting Party shall be deemed to be the land areas and territorial waters adjacent thereto under the sovereignty, suzerainty, protection, mandate, or trusteeship of such Contracting Party.

(b) The term "aeronautical authorities" shall mean in the case of France "le Secrétaire Général à l'Aviation Civile et Commerciale" and in the case of the United States the Civil Aeronautics Board, and in both cases any person or body authorized to perform the functions presently exercised by the above mentioned bodies.

(c) The term "international air services" shall have the meaning specified in Article 96 of the Convention on International Civil Aviation signed at Chicago on December 7, 1944.⁶

ARTICLE X

Except as otherwise provided in this agreement or 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, 1944,⁷ or its successor.

⁶ TIAS 1591, *ante*, vol. 3, p. 944.

⁷ EAS 469, *ante*, vol. 3, p. 929.

ARTICLE XI

The present Agreement supersedes the Air Transport Agreement concluded between the two Contracting Parties by an exchange of notes signed July 15, 1939,⁸ as well as the Provisional Arrangement of December 28 and 29, 1945.⁹

The present Agreement shall in no way affect the Agreement concluded in Noumea on December 22, 1938 between the Governor of New Caledonia and a United States air carrier, or any amendments thereof.

ARTICLE XII

This Agreement and all relative contracts shall be registered with the Provisional International Civil Aviation Organization set up by the Interim Agreement on International Civil Aviation signed at Chicago December 7, 1944, or its successor.

ARTICLE XIII

(a) This Agreement, including the provisions of the Annex thereof, will come into force on the day it is signed.

(b) Either Contracting Party may at any time request consultation with the other with a view to initiating any amendments of this Agreement or its Annex which may be desirable in the light of experience. If a multi-lateral air convention enters into force in relation to both Contracting Parties, such consultation shall take place with a view to amending the present Agreement or its Annex so as to conform to the provisions of such a convention.

(c) Except as otherwise provided in this Agreement or its Annex, if either of the Contracting Parties considers it desirable to modify the terms of the Annex to this Agreement it may request consultation to begin within a period of sixty days from the date of the request. Any modification in the Annex agreed to by said aeronautical authorities shall come into effect when it has been confirmed by an exchange of diplomatic notes.

(d) When the procedure for a consultation provided for in paragraph (b) of the present Article has been initiated, either Contracting Party may at any time give notice to the other of its desire to terminate this Agreement. Such notice shall be simultaneously communicated to the Provisional International Civil Aviation Organization, or its successor.

This Agreement shall terminate one year after the date of receipt of the notice to terminate by the other Contracting Party unless the notice is withdrawn by agreement before the expiration of this period. In the absence of acknowledgment of receipt by the other Contracting Party, notice shall be

⁸ EAS 153, *ante*, p. 1042.

⁹ TIAS 1679, *ante*, p. 1102.

deemed to have been received fourteen days after the receipt of the notice by the Provisional International Civil Aviation Organization or its successor.

DONE at Paris , 1946,¹⁰ in duplicate in the English and French languages, each of which shall be of equal authenticity.

For the Government of the United States of America

JEFFERSON CAFFERY
L. WELCH POGUE
GEORGE P. BAKER

For the Provisional Government of the French Republic

JULES MOCH
G. BIDAULT

ANNEX

SECTION I

The Government of the United States of America grants to the Government of the French Republic the right to conduct air transport services by one or more air carriers of French nationality designated by the latter country on the routes, specified in Schedule I attached, which transit or serve commercially the territory of the United States of America.

SECTION II

The Government of the French Republic grants to the Government of the United States of America the right to conduct air transport services by one or more air carriers of United States nationality designated by the latter country on the routes, specified in Schedule II attached, which transit or serve commercially French territory.

SECTION III

One or more air carriers 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, of stops for non-traffic purposes and of commercial entry and departure for international traffic in passengers, cargo and mail at the points enumerated and on each of the routes specified in the schedules attached at all airports open to international traffic.

¹⁰ By an exchange of notes dated Feb. 19 and Mar. 10, 1947, between the American Embassy at Paris and the French Ministry of Foreign Affairs, it was agreed that the date of signature was omitted inadvertently and that this passage should read "DONE at Paris March 27, 1946,".

SECTION IV

It is agreed between the Contracting Parties:

(a) That the two governments desire to foster and encourage the widest possible distribution of the benefits of air travel for the general good of mankind at the cheapest rates consistent with sound economic principles; and to stimulate international air travel as a means of promoting friendly understanding and good will among peoples and insuring as well the many indirect benefits of this new form of transportation to the common welfare of both countries.

(b) That in the operation by the air carriers of either Contracting Party of trunk services described in the present Annex, the interests of the air carriers of the other country shall, however, be taken into consideration so as not to effect unduly the services which the latter provide on all or part of the same route.

(c) That the air transport services offered by the carriers of both countries should bear a close relationship to the requirements of the public for such services.

(d) That the services provided by a designated air carrier under this Agreement and its Annex shall retain as their primary objective the provision of capacity adequate to the traffic demands between the country of which such air carrier is a national and the country of ultimate destination of the traffic; and

—that the right of the air carriers of either country to embark and to disembark at points in the territory of the other country international traffic destined for or coming from third countries at a point or points specified in the Schedules attached, shall be applied in accordance with the general principles or orderly development to which both governments subscribe and shall be subject to the general principle that capacity shall be related.

(1) to traffic requirements between the country of origin and the countries of destination,

(2) to the requirements of through airline operation, and

(3) to the traffic requirements of the area through which the airline passes after taking account of local and regional services.

SECTION V

(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 carriers, as well as the characteristics of each service.

(b) The rates to be charged by the air carriers of either Contracting Party between the points in the territory of the United States and points in French territory referred to in this Annex shall, consistent with the pro-

visions 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) 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 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.

(d) Any 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.

(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, 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 (d) above is dissatisfied with the 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 (d) above, the proposed rate may, unless the aeronautical authorities of the country of the air carrier 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) 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 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 (d) above, and the Contracting Parties shall endeavour to reach agreement on the appropriate rate.

In the event that such agreement is reached each Contracting Party will use its best efforts to cause such agreed rate to be put into effect by its air carrier or carriers.

It is recognised that if no such agreement can be reached prior to the expiry of such thirty days, the Contracting Party raising the objection to the rate may take such steps as it may consider necessary to prevent the inauguration or continuation of the service in question at the rate complained of.

(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 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 the opinion ¹¹ expressed in such report.

SECTION VI

(a) For the purpose of the present Section, the term "transshipment" shall mean the transportation by the same carrier of traffic beyond a certain point on a given route by different aircraft from those employed on the earlier stages of the same route.

(b) Transshipment when justified by economy of operation will be permitted at all points mentioned in the attached Schedules in territory of the two Contracting Parties.

¹¹ By an exchange of notes dated Feb. 19 and Mar. 10, 1947, between the American Embassy at Paris and the French Ministry of Foreign Affairs it was agreed that the words "into effect" were omitted inadvertently and that "put the opinion" should read "put into effect the opinion".

(c) However, no transshipments will be made in the territory of either Contracting Party which would alter the long range characteristics of the operation or which would be inconsistent with the standards set forth in this Agreement and its Annex and particularly Section IV of this Annex.

SECTION VII

Changes made by either Contracting Party in the routes described in the Schedules attached 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 Section IV of the present Annex, interests of their air carrier or carriers are prejudiced by the carriage by the air carrier or carriers of the first Contracting Party of traffic between the territory of the second Contracting Party and the new point in the territory of a third country, the authorities of the two Contracting Parties shall consult with a view to arriving at a satisfactory agreement.

SECTION VIII

After the present Agreement comes into force, the aeronautical authorities of both Contracting Parties will exchange information as promptly as possible concerning the authorizations extended to their respective designated air carriers to render service to, through and from the territory of the other Contracting Party. This will include copies of current certificates and authorizations for service on the routes which are the subject of this Agreement and, for the future, such new authorizations as may be issued together with amendments, exemption orders and authorized service patterns.

G.B.

J.M.

J.C.

L.W.P.

G.P.B.

SCHEDULE I

ROUTES TO BE SERVED BY THE AIR CARRIERS OF THE FRENCH REPUBLIC

(Points on any of the routes may, at the option of the air carrier, be omitted on any or all flights.)

1. France via intermediate points over the North Atlantic to Boston, New York and Washington, and also the site of the United Nations Organization; in both directions.

2. France via intermediate points over the North Atlantic and Montreal to Chicago; in both directions.

3. France via intermediate points over the North Atlantic to New York and beyond to Mexico; in both directions.

4. Martinique via Guadeloupe and via intermediate points to Puerto Rico and beyond via the Dominican Republic to Haiti; in both directions.

5. Indo-China via points in China and Hong Kong to Manila; in both directions (provided that this route is subject to the approval of the Government of the Philippine Islands).

Note: For the purposes of the present Schedule, the term "North Atlantic" shall mean that part of the North Atlantic Ocean north of a line from Key West, Florida, to Bermuda, the Azores and Lisbon, including these points.

J.M.

G.B.

J.C.

L.W.P.

G.P.B.

SCHEDULE II

ROUTES TO BE SERVED BY THE AIR CARRIERS OF THE UNITED STATES

(Points on any of the routes may, at the option of the air carrier, be omitted on any or all flights.)

1. The United States via intermediate points over the North Atlantic to Paris and beyond via intermediate points in Switzerland, Italy, Greece, Egypt, the Near East, India, Burma and Siam to Hanoi, and thence to China and beyond; in both directions.

2. The United States via intermediate points over the North Atlantic and Spain to Marseille and beyond via Milan, Budapest and points south of the parallel of Budapest to Turkey and thence via intermediate points to a connection with Route 8 and beyond on said route; in both directions.

3. The United States via intermediate points over the North Atlantic, and Spain to Algiers, Tunis, and beyond via intermediate points to Egypt, and beyond via Route 1; in both directions.

4. The United States via intermediate points to Dakar, Pointe Noire, Brazzaville, and beyond via intermediate points to the Union of South Africa; in both directions.

5. The United States via intermediate points to Guadeloupe, Martinique, and beyond via intermediate points to French Guiana, and beyond in South America; in both directions.

6. The United States via intermediate points in the Pacific Ocean to New Caledonia and beyond on one or more routes to Australasia (including Australia and New Zealand) ; in both directions.

7. The United States via intermediate points in the Pacific Ocean and Manila to Saigon, and beyond to Singapore and Batavia; in both directions.

8. The United States via intermediate points in the Pacific Ocean, Manila, Hong Kong, Macao, and China to Hanoi and beyond via Siam, Burma to India and beyond; in both directions.

Note 1: For the purposes of the present Schedule, the term "North Atlantic" shall mean that part of the North Atlantic Ocean north of a line from Key West, Florida, to Bermuda, the Azores and Lisbon, including these points.

Note 2: It is understood that the rights granted in respect of Hanoi and Saigon shall be in effect from the date of the present Agreement for a period of one year and automatically renewed thereafter except in the event of denunciation with three months' advance notice at the expiration of any annual period.

J.M.

G.B.

J.C.

L.W.P.

G.P.B.

PROTOCOL OF SIGNATURE

It appeared in the course of negotiations leading up to the conclusion of the Agreement on air services between French territory and the territory of the United States of America signed at Paris today that the representatives of the two Contracting Parties were in agreement on the following points:

1. The air carriers of the two Contracting Parties operating on the routes described in the Annex of said Agreement shall enjoy equal opportunity for the operation of the said routes.

2. To the extent that the carrier or carriers of one of the governments is temporarily unable to take advantage of such opportunities as a result of the war, the situation will be mutually examined by the two governments for the purpose of aiding as soon as possible the said air carrier or carriers to increasingly make their proper contribution to the services contemplated.

3. The airports which were constructed on French territory and financed in whole or part by the Government of the United States and which will be open to international civil traffic will be open to the duly authorized air carriers of the United States who will enjoy thereon, on a non-discriminatory basis, rights of transit and non-traffic stop. They will likewise

enjoy there the commercial rights which may be granted them by the present Agreement or any other agreement now in force or later concluded.

4. In order to give effect to the provisions of Section V (f) of the Annex to the Agreement, the executive branch of the United States Government will use its best efforts to secure legislation empowering the aeronautical authorities of the United States to fix fair and economic rates for international services and to suspend proposed rates, in the same manner as the Civil Aeronautics Board is qualified to act with respect to air transportation within the United States.

5. It is recognized that the determination of tariffs to be applied by an air carrier of one Contracting Party between the territory of the other Contracting Party and a third country is a complex question, the overall solution of which cannot be sought through consultation between only two countries. It is noted, furthermore, that the method of determining such tariffs is now being studied by the Provisional International Civil Aviation Organization. It is understood under these circumstances:

(a) That, pending the acceptance by both parties of any recommendations which the Provisional International Civil Aviation Organization may make after its study of this matter, such tariffs shall be subject to consideration under the provisions of Section IV (b) of the Annex to the Agreement.

(b) That in case the Provisional International Civil Aviation Organization fails to establish a means of determining such rates satisfactory to both Contracting Parties, the consultation provided for in Article XIII (b) of the Agreement shall be in order.

6. For fifteen months from the signing of these documents, pending the completion of necessary improvements to the airport at Martinique (expected in the first quarter of 1947), it is understood that the French Transatlantic service to Martinique will have its temporary terminus at Puerto Rico. During this period, the French air carrier shall have at Puerto Rico the right of commercial entry and departure for international traffic in passengers, cargo and mail on the above service.

7. It is understood that the United States air carrier or air carriers operating on the route listed in Schedule II as Route No. 4 will afford reasonable service at Dakar.

J.M.
G.B.
J.C.
L.W.P.
G.P.B.

VISAS

Exchange of notes at Paris April 5 and 8, 1946
Entered into force April 15, 1946
*Replaced by arrangement of March 16 and 31, 1949*¹

Department of State files

The Ministry for Foreign Affairs to the American Ambassador

[TRANSLATION]

MINISTRY FOR FOREIGN AFFAIRS

PARIS, *April 5, 1946*

MR. AMBASSADOR:

Following the exchange of views which has just taken place between the Embassy of the United States at Paris and the competent division of the French Government for the purpose of facilitating the movements of American and French citizens, I have the honor to inform Your Excellency that the following dispositions have received the approval of the French Government:

I. *Bearers of diplomatic, special or service passports*

The Embassy of France in the United States and the Embassy of the United States in France, irrespective of the purpose of travel, shall issue without reference to Paris or to Washington, visas for sojourn on American territory and on French continental territory (exclusive of Algeria and other French outlying territories) to citizens of one and the other country in possession of diplomatic, special or service passports. These visas may be valid for one year and for several return trips.

Transit visas for continuous travel through the continental territory of France or the United States shall be issued immediately, irrespective of purpose of travel, to holders of diplomatic, special or service passports in possession of the visa of the country of destination and of other countries in transit, if necessary.

II. *Bearers of Ordinary Passports*

1. *Visas for residence and transit with stop-over*

Upon presentation of:

¹ TIAS 1987, *post*, p. 1311.

- a) documents in support of one of the reasons mentioned in the appended enclosure;
- b) a valid passport,

all consular officers of France and of the United States will be authorized to issue to American and French citizens favorably known, and without reference to Paris or to Washington:

transit visas with stop-over and visas for residence valid for one year and several return trips, provided each period of residence shall not exceed three months, permitting entry into the territory of the United States and into French continental territory (exclusive of Algeria and other French outlying possessions).

2. *Transit visas for continuous travel*

Transit visas for continuous travel through French continental territory (exclusive of Algeria and other French outlying possessions) and through the territory of the United States, applied for by American and French citizens in possession of valid ordinary passports bearing the visa of the country of destination and if necessary of other countries en route, shall be issued immediately by consular officers of the two countries, without reference to Paris or to Washington.

3. *Exit visas*

Citizens of the United States are relieved from the necessity of obtaining exit visas from France. They may leave French territory upon mere presentation of their passport to border authorities.

French citizens are relieved from the necessity of obtaining exit visas from the United States.

III. Each of the two Governments may at any time, for reasons of public security, refuse the issuance of a visa for residence or transit with or without stop-over to the bearer of a diplomatic, special, service or ordinary passport.

IV. The above-mentioned provisions, which replace the agreement of April 6, 1945,² shall enter into force on April 15, 1946. They shall remain in operation as long as the present agreement shall not be denounced, a previous notice of one month being required therefor.

I have the honor to beg Your Excellency to let me know whether the above-mentioned dispositions meet with the agreement of the Government of the United States.

Please accept, Mr. Ambassador, the assurances of my high esteem.

CHAUVEL

² *Ante*, p. 1093.

LIST OF THE CASES IN WHICH VISAS VALID FOR ONE YEAR AND SEVERAL EXIT
AND RETURN JOURNEYS SHALL BE GRANTED TO CITIZENS OF THE UNITED
STATES AND OF FRANCE

<i>Grounds</i>	<i>Visa to be granted to</i>	<i>Supporting documents to be presented</i>
Business trips other than travel implying a remunerative contract or employment for the interested party in the country of destination	The interested party	Any documents establishing the bona fides of the reasons given. Before granting entry visas, the concerned diplomatic or consular authority shall have the power of investigating the bona fides of the reasons given.
Settlement of estate; notice to participate in a "Conseil de Famille" ("Board of Relatives") or summons to appear in court	Parties interested in the settlement of the estate or community status, or in settlements after divorce or separation; nominees to guardianships or deputy guardianships; parties to procedure of conciliation or summoned to appear in court;	Official notice from appropriate authorities
Reasons of health	The interested party and, if necessary, an accompanying person;	Medical certificate issued by an American or a French physician
Marriage	Future bride or groom, their ascendants, brothers and sisters;	Certificate of publication of the bans
Serious illness or death	Spouse, descendants, ascendant, brother, sister, aunt, uncle, nephew or niece of one of the spouses;	Report of death or medical certificate
Birth (actual or impending)	Father; grandparents;	Report of birth or medical certificate

The American Ambassador to the Minister of Foreign Affairs

No. 1318

PARIS, April 8, 1946

EXCELLENCY:

I have the honor to acknowledge the receipt of Mr. Chauvel's letter of April 5, 1946, (Direction des Conventions Administratives, C. A. 1.), proposing changes in the Franco-American visa agreement of April 6, 1945.

After consultation with the Department of State, I am pleased to inform you that the proposals mentioned therein are agreeable to my Government. I am informing the Department of State that the new provisions will go into effect on April 15, 1946.

I take this occasion to renew to Your Excellency the assurances of my highest consideration.

JEFFERSON CAFFERY

His Excellency

Monsieur GEORGES BIDAULT,
Minister for Foreign Affairs,
Paris.

LEND-LEASE SETTLEMENT

*Memorandum of understanding signed at Washington May 28, 1946,
with related documents*

Operative May 28, 1946

Ratified by France July 1, 1947

Ratified by the President of the United States August 11, 1947

Ratifications exchanged at Washington October 30, 1947

Paragraph 5 modified by credit agreement of December 6, 1947 ¹

*Superseded by provisions of agreement of February 27, 1948,² regarding
goods, services, and facilities furnished the United States Armed
Forces insofar as provisions of earlier agreement are inconsistent
therewith*

Supplemented by agreements of March 14, 1949 ³

Modified by agreement of January 30, 1958 ⁴

61 Stat. 4175; Treaties and Other
International Acts Series 1928

MEMORANDUM OF UNDERSTANDING BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE PROVISIONAL GOVERNMENT OF THE FRENCH REPUBLIC REGARDING SETTLEMENT FOR LEND-LEASE, RECIPRO- CAL AID, SURPLUS WAR PROPERTY, AND CLAIMS

1. The Government of the United States of America and the Provisional Government of the French Republic have reached an understanding for the final settlement of lend-lease and reciprocal aid, and of the French obligation to the United States Government under the military supply program (Plan A); the acquisition by the French Government of certain United States Army and Navy surplus property, including installations, located in France and certain French overseas territories, and for the final settlement of other

¹ Not printed.

² TIAS 1930, *post*, p. 1245.

³ TIAS 1935 and 1936, *post*, pp. 1300 and 1304.

⁴ 9 UST 67; TIAS 3979.

financial claims of each Government against the other arising out of the conduct of the war. In arriving at this understanding both Governments have recognized the considerations expressed in Article VII of their Preliminary Agreement of February 28, 1945,⁵ on the principles applying to mutual aid, as well as the benefits accruing to each from the contributions of both to the defeat of their common enemies. In the light of the foregoing, both Governments agree that no further benefits will be sought as consideration for lend-lease and reciprocal aid.

2. The net amount due from the French Government to the United States Government for the foregoing, including all indebtedness arising from provisions of the lend-lease and reciprocal aid agreements of February 28, 1945, is \$720,000,000, made up in part of amounts now agreed upon and in part of estimated amounts subject to revision. The latter, for which the best available figures have been used pending their final determination by agreed accounting procedures, represent in the main transfers after September 1, 1945.

3. The French Government will pay interest on the net amount due to the United States Government from July 1, 1946, at the rate of two percent per annum. Such interest payments will be made annually on the first day of July of each of the years 1947 to 1950, inclusive. Beginning on July 1, 1951, interest and principal will be paid in thirty (30) equal annual installments. Each installment shall consist of the full amount of the interest due for the year preceding the July 1 on which the payment is made, and the remainder of the installment shall be the principal due in that year. Nothing herein shall be construed to prevent the French Government from anticipating the payment of any of such installments, or of any part thereof. 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 any installment would not be in the joint interest of both Governments, payment may be postponed for an agreed upon period.

To the extent that the terms of payment provided in this paragraph 3 are inconsistent with those contained in previous agreements, the provisions of this paragraph shall prevail.

4. The two Governments have agreed upon arrangements and procedures for the settlement of past and future troop pay and procurement of United States Armed Forces in France and French overseas territories.

5. As and when requested by the United States Government from time to time prior to January 1, 1950, the French Government will transfer to the United States Government real property to be mutually agreed upon and not to exceed a total dollar value of \$15,000,000. In addition, the French Government will provide, at the request of the United States Government, francs representing an aggregate dollar value not in excess of \$10,000,000.

⁵ EAS 455, *ante*, p. 1077.

Any francs so transferred will be furnished at the exchange rate established in conformity with procedures of the International Monetary Fund, or if no such rate exists, at the rate used in official French Government transactions at the time of such transfer. The United States Government will use francs so transferred exclusively to acquire or improve real property for United States Government use or to carry out educational programs agreed between the two Governments.

Transfers made in accordance with this paragraph 5 will be credited first to interest then due and then to installments of principal in direct order of maturity.

6. The two Governments have also agreed upon the following:

a) All claims and financial obligations between the two Governments arising out of the acquisition, operation, disposition or loss of French vessels and cargoes of such vessels while under United States control will be settled by the United States for \$17,500,000 in accordance with the provisions of an agreement relating to the purchase by France of up to 75 Liberty ships.

b) Both Governments express their intention of entering into a maritime claims agreement, providing for the mutual waiver of intergovernmental claims arising from maritime accidents, and for the handling by each Government of claims asserted in its courts by its nationals against the other Government and based on maritime accidents occurring prior to November 1, 1945.

c) As part of the general settlement, the French Government has agreed to process and pay all unpaid claims of French residents against the United States Government arising out of the use or infringement in war production of patent rights held by them, out of the requisitioning by the United States Government for use in the war program of any property interest owned by French residents, and out of acts or omissions prior to July 1, 1946, in France or French overseas territories of members of the United States Armed Forces or civilian personnel attached to such Forces.

d) During the course of the negotiations both Governments have reached agreement on the disposition of certain specific claims of one Government against the other. All other financial claims of either Government against the other, except where liability has heretofore been acknowledged and the method of computation agreed, which (1) arose out of lend-lease or reciprocal aid, or (2) otherwise arose on or after September 3, 1939, and prior to September 2, 1945, out of or incidental to the conduct of the war, not otherwise dealt with in this Memorandum of Understanding, are hereby waived.

e) Appropriate non-discriminatory treatment will be extended by the French Government to United States nationals in the use and disposition of installations in the building of which there has been a United States Government contribution and which are transferred under this settlement.

f) The United States Government reserves its right of recapture of any lend-lease articles held by the French Armed Forces, except petroleum products and an agreed list of non-combat aircraft. The United States Government has indicated that it does not intend to exercise generally this right of recapture, except that vessels of the United States Navy and lend-lease merchant vessels are to be returned to the United States Government unless otherwise agreed.

g) Disposals for military use to forces other than the French Armed Forces of lend-lease articles held on September 2, 1945, or received thereafter by the French Armed Forces, and disposals for civilian use other than in France and French overseas territories of such lend-lease articles, will be made only with the consent of the United States Government and any net proceeds will be paid to the United States Government. The French Government will not, except to a very limited extent, release for civilian use in, or export from, France and French overseas territories lend-lease articles held by the French Armed Forces.

h) Except as otherwise provided in this Memorandum of Understanding, the French Government and the United States Government receive full title to lend-lease and reciprocal aid articles respectively held as of September 2, 1945, or transferred thereafter. If any United States surplus installation not transferred under this Memorandum of Understanding contains a lend-lease interest, such lend-lease interest is retained by the United States.

i) The United States Government will undertake to make available to the French Government part of the United States Government's share of captured German and Japanese surface naval vessels when such vessels become excess to United States needs and are no longer needed for any task connected with the implementation of the German and Japanese surrenders.

7. The two Governments agree to conclude such specific agreements as may be necessary to implement this general understanding.

8. This Memorandum of Understanding will be effective upon signature, and instruments of ratification will be exchanged as soon as possible.

DONE AT WASHINGTON, in duplicate, in the English and French languages, both texts being equally authentic, this 28th day of May, 1946.

For the Government of the United States of America

JAMES F. BYRNES

For the Provisional Government of the French Republic

LÉON BLUM

AGREEMENT RELATING TO THE TRANSFER OF SURPLUS UNITED STATES
ARMY AND NAVY PROPERTY AND INSTALLATIONS IN FRANCE AND CERTAIN
FRENCH OVERSEAS TERRITORIES

In accordance with the Memorandum of Understanding regarding settlement for lend-lease, reciprocal aid, surplus war property and claims, dated May 28, 1946, and in partial consideration of the payment to be made thereunder by the Provisional Government of the French Republic to the Government of the United States, the two Governments have reached agreement for the transfer to the French Government of certain property which is surplus to the needs of the United States Armed Forces. This agreement has been made on the basis of the mutual advantages to be derived therefrom and in the expectation that the property transferable hereunder will provide substantial benefits to the French civilian economy.

1. The two Governments have agreed that the French Government shall acquire possession of and title to the following property on the terms and conditions set forth below:

a) All moveable articles of whatever description, except as set forth in paragraphs 2, 3 and 4 below, located in France and French North and West Africa which had been on May 25, 1946, or are thereafter declared to the Office of the Foreign Liquidation Commissioner, United States Department of State, as surplus to the needs and responsibilities of the United States War and Navy Departments.

b) All interests of the United States War and Navy Departments in installations (which term includes structures or capital assemblies affixed to land or buildings in a permanent manner) located in France and French North and West Africa where such interests have been or are hereafter declared to the Office of the Foreign Liquidation Commissioner as surplus to the needs and responsibilities of the War and Navy Departments.

c) All interests of the United States War and Navy Departments in certain items and installations, located at Noumea, New Caledonia, as listed by the representatives of the French Government in their Aide Memoire on the subject of the French Pacific Institute.

2. Specifically excepted from the property to be transferred under this agreement are the following:

a) Non-demilitarized combat material, including ammunition.

b) Property located in France and French North and West Africa and under contract or commitment for sale from the Government of the United States to purchasers other than the French Government. Property shall be considered under contract or commitment for the purposes of this agreement if, prior to 12:00 noon, Paris time, May 25, 1946, the Central Field Commissioners, Office of the Foreign Liquidation Commissioner, in Paris and in

Cairo, had accepted a bid therefor or had arrived at a written or oral understanding which they regard as firm.

3. Air navigation, Communication and Weather facilities installed in France and French Overseas territories will be transferred to the French Government under this agreement, subject to certain conditions to be covered by a separate agreement.

4. In view of the current transportation situation in Europe, the greater part of United States owned locomotives and rolling stock in Europe have not yet been declared surplus, and it is not possible at this time to anticipate the date of such declaration. However, when such material is declared surplus, it is the intention of the Government of the U.S. to make available to the French Government, at prices to be mutually agreed, such quantities as may be allocated to France by the European Central Inland Transportation Organization.

5. All property heretofore purchased by the French Government from the Office of the Foreign Liquidation Commissioner, which had not been paid for as of May 25, 1946, is covered by this agreement and payment therefor is included in the amount to be paid by the French Government under the Memorandum of Understanding.

6. Title to and custodial responsibility for the property described in Paragraph 1 hereof shall pass to the French Government as soon as possible, in accordance with transfer procedures to be agreed between representatives of the Government of the United States and the French Government. The French Government is prepared to accept custodial responsibility promptly, and will arrange to relieve United States personnel of this responsibility at the earliest possible date.

7. The French Government agrees that the procedure for the acquisition of the property described in Paragraph 1 hereof will not operate to prevent the United States Army or Navy from consuming or continuing to use such property, prior to its turnover under this agreement, in connection with their respective needs and responsibilities. The two Governments agree, however, that if, for any reason, the consumption or use of such property by the United States Army or Navy is materially greater than that reasonably contemplated at the time of the execution of this agreement, so as unduly to reduce the quantity of the property transferred to the French Government hereunder, the two Governments will consult together to fix an appropriate adjustment in the price to be paid therefor.

8. The French Government will use its best endeavors to insure that property transferred pursuant to this agreement shall not be imported into the United States in the same or substantially the same form, if such property was originally produced in the United States and is readily identifiable as such, unless such property is to be imported into the United States on

consignment to a person or firm in the United States for the purpose of re-conditioning for re-export, or by a member of the United States Armed Forces for his personal use.

9. The French Government, when it disposes of or distributes property pursuant to this agreement, will use its best endeavors to avoid discrimination against the legitimate interests of the United States manufacturers of such property, or their agents or distributors. Members and veterans of the United States Armed Forces, United States Government Agencies, United States citizens and non-profit institutions, and UNRRA and the International Red Cross will be accorded an opportunity to buy the property transferred under this agreement on the same basis and at the same priority as accorded to other buyers of like character.

10. To the extent that the property transferred to the French Government under this agreement does not include the items listed in the "French Purchasing Program of United States Army Surplus" submitted to the Office of the Foreign Liquidation Commissioner by the French Council of Allied Surplus on May 7, 1946, and subsequently amended, it is understood that the Foreign Liquidation Commissioner will use his best efforts to make such items available to the French Government from surplus property located outside France and French North and West Africa at prices to be mutually agreed. The Foreign Liquidation Commissioner will also use his best efforts to arrange for the transportation of such property to France, the cost thereof to be borne by the French Government. If the property is transported in United States Government owned carriers, the charge for such transportation will be mutually agreed in advance.

11. Floating equipment acquired under this agreement, with the exception of that listed in the Program referred to in Paragraph 10 above shall be distributed by the French Government in accordance with ECITO recommendations at prices not to exceed 50 per cent of original cost to the United States.

12. U.S. Army or Navy surplus property located in foreign areas hereafter sold by the United States to the French Government under the provisions of paragraphs 4 or 10 hereof or otherwise will be sold on the same credit terms and conditions as those set forth in the Memorandum of Understanding.

DONE AT WASHINGTON, in duplicate, in the French and English languages, both texts being authentic, this 28th day of May, 1946.

For the Provisional Government of the French Republic
H. BONNET

For the Government of the United States of America
THOMAS B. McCABE

LETTER RELATING TO SALE OF ARMY AND NAVY SURPLUS

*The American Foreign Liquidation Commissioner to the French
Ambassador*

OFFICE OF FOREIGN LIQUIDATION COMMISSIONER

Room 520
1818 H Street N.W.

MAY 29, 1946

DEAR MONSIEUR BLUM:

Referring to the Agreement dated 28 May 1946, relating to the sale to your Government of United States Army and Navy surplus, this will confirm to you that the latest estimates which we have received from the Army with respect to the surplus property to be transferred under the agreement are as follows (at original cost):

	"Surplus Declared"		"Surplus To Be Declared"
	(In millions of dollars)		
	France	French North & West Africa	France
Army Service Forces			
Moveable Goods	749	25	469
Army Air Forces			
Moveable Goods	17	24	—
Fixed Installations	98	21	95
Total	864	70	564
TOTAL.....			1,498
Estimated commitments.....			100
GRAND TOTAL.....			1,398

For your further information, attached hereto as Schedule "A" through "C" is a further breakdown of the above schedule.

As was pointed out to you during the negotiations, it is estimated that property representing an original cost of approximately \$100,000,000 is already committed for sale to various purchasers, including France.

Of the following items, to which you have indicated that you attach unusual importance, the current Army estimates are:

Class 34—Machine tools and sets.....	30 millions
Class 67—Clothing	66 millions
Class 68—Footwear	9 millions
Class 69—Blankets	0.5 millions

In paragraph 7 of the Agreement, provision has been made for the continued use by the United States Army and Navy of property in France prior to its turnover under this Agreement. This provision is not intended to cover unusual or abnormal use or consumption. If for any reason, the use or consumption is materially greater than that now contemplated, it is envisaged that an appropriate adjustment will be made in the amount to be

paid by the French Government under the Agreement. It is not intended, however, that this provision will necessitate adjustment in the case of a minor excess or deficiency, which is to be expected in dealing with estimates of this magnitude.

We have taken note of the items listed in the "French Purchasing Program of United States Army Surplus" submitted to the Foreign Liquidation Commissioner by the French Council of Allied Surplus on May 7, 1946, and subsequently amended (Schedule "D" ⁶). To the extent that these items are not transferred under the Agreement, the Foreign Liquidation Commissioner will use his best efforts to make such items available from surplus stocks in other parts of the world. These items will be made available at 20% of original cost. The Foreign Liquidation Commissioner will also use his best efforts to arrange for the transportation of such property to France, the cost thereof to be borne by the French Government.

It is also the intention of the Foreign Liquidation Commissioner to make available to the French Government such of its requirements for locomotives and rolling stock, as may be available from surplus property and as may be allocated to France by the ECITO. These sales are not, however, covered by the understanding set forth in the preceding paragraph for the sale of certain items at 20% of original cost.

The Memorandum of Agreement provides for the termination of sales as of noon, Paris time, May 25, 1946. For your convenience, we will be glad to request Mr. Virden to communicate to the Conseil des Surplus information as to the property covered by contracts or commitments prior to that time.

Sincerely yours,

THOMAS B. McCABE
Commissioner

Enclosures: Schedules
"A" through "D" ¹⁰

The Honorable
LEON BLUM

*Ambassador Extraordinary and Plenipotentiary
of the Provisional Government of the French Republic
French Embassy.*

⁶ Not printed here.

SUMMARY—U. S.—FRENCH CLAIMS

SUMMARY STATEMENT SHOWING DETERMINATION OF THE NET AMOUNT STATED AS DUE FROM THE FRENCH GOVERNMENT TO THE UNITED STATES GOVERNMENT UNDER PARAGRAPH 2 OF THE MEMORANDUM OF UNDERSTANDING DATED MAY 28, 1946

		(In millions of dollars)
I. Items accruing under previous cash reimbursementable arrangements		
Crowley-Monnet	23.00	
Modus-Vivendi	125.00	
Colonies	5.00	
Civilian retransfers from U.K.	1.00	
		154.00
II. VJ day inventories—Metropolitan France		
—Military POL and transport aircraft	50.00	
	11.48	
		61.48
III. Transfers under 3(c) Agreement		
Post VJ day transfers Schedules I and II (including ocean freight)—		
Billings to April 30, 1946	173.79	
Estimated balance	226.00*	
Pre VJ day transfers Schedule II	5.24	
		405.03
IV. Other post-VJ day transfers		
Navy pipeline, FEA field transfers, and Army-Navy transfers not specified by the U.S. as straight lend-lease		80.00*
		700.51
Less—Credit on account of payments by		
France to date—	232.21	
Allowance on account of shipping claims—	17.50	
Net balance of other claims after appropriate offsetting	30.80	
		280.51
Balance payable by France		420.00

*Note 1: All figures on this sheet are agreed as final excepting only the starred figures of \$226.00 million and \$80.00 million, which represent the best present estimates to be revised as additional reports are received.

Note 2: As part of the settlement, the U.S. will transfer in accordance with an agreement on shipping claims, \$17.50 million to the U.S. Maritime Commission on account of the purchase price of up to 75 Liberty ships by the French.

Note 3: The above figures do not reflect any amount owing by the French on account of the purchase of surplus property and installations.

HENRY R. LABOUISSIE JR.
Initialed on behalf of
the United States Government

CHRISTIAN VALENSI
Initialed on behalf of
the French Government

WASHINGTON, D. C.
May 28, 1946.

UNITED STATES-FRENCH WAR SETTLEMENT COMMITTEE AGREED
COMBINED STATEMENT WITH RESPECT TO CLAIMS

The claims presented by the two Governments have been considered by a combined subcommittee on claims, whose report has been reviewed by the Combined War Settlement Committee. The claims described below are finally disposed of as indicated. The following points are also agreed to:

1. The formula for settlement of certain claims represents concessions on both sides from customary operating policies, which concessions are made only in the context of a generally satisfactory settlement of all war accounts.
2. Certain claims relating to the Modus Vivendi account are not reflected in the summary of claims attached hereto, as it is assumed that a broad adjustment of those accounts will be made.
3. The Memorandum of Understanding will contain provisions concerning waiver of claims not dealt with herein.

FRENCH CLAIMS

1. *Military Aid in North Africa.* The Modus Vivendi of September 25, 1943,⁷ provided that military aid for French North and West Africa would be provided on a straight lend-lease basis, that the French would pay for civilian supplies, and that the distinction between the two would be made by agreement. The French claim that of approximately \$373.8 million billed or to be billed as civilian supplies, \$40.8 million were in fact applied to direct or indirect military use and should be treated as straight lend-lease under the terms of the Modus Vivendi. The U.S. side has in general accepted the calculations presented by the French, but believes that the items of \$2.8 million for supplies in West Africa and approximately \$5.5 million for supplies shipped after March 1, 1945, represent excessive allowances for military aid. The French claim is reduced by \$1.4 million of automotive equipment for West Africa and by \$1.5 million representing supplies shipped after July 1, 1945, and the claim allowed at \$37.9 million, to be deducted from the Modus Vivendi account and added to the military lend-lease account.

2. *Prisoner of War Packages.* Supplies, consisting chiefly of food, were requisitioned by the French under the Modus Vivendi for delivery through the International Red Cross to French prisoners of war. The French contend that these deliveries should be considered as military aid and treated as straight lend-lease, and state that in fact \$11 million were never received by them. The French claim of \$25 million is allowed and the Modus Vivendi account will be reduced by this sum, to be added to the military lend-lease account.

3. *Monnet-Crowley Adjustment.* Certain goods requisitioned for French North Africa under the Modus Vivendi were actually shipped to

⁷ EAS 483, *ante*, p. 1063.

Metropolitan France in June 1945, during the period of straight lend-lease to that area. The French claim that these items should be charged to straight lend-lease instead of to the Crowley-Monnet account. This claim is allowed in the sum of \$0.4 million.

4. *Freight on Off-shore Goods.* During the period of straight lend-lease to Metropolitan France, the French purchased for cash outside the United States goods which were transported to France on U.S. owned or controlled vessels, and are asked to pay the ocean freight in cash. The French request that these ocean freight charges be changed to a straight lend-lease basis. The U.S. side points out that ocean freight charges on goods not acquired under lend-lease have, as an operating matter, been furnished on a lend-lease basis infrequently and only under special circumstances. However, in view of the fact that the goods in question would have been eligible to lend-lease if acquired in the United States, and in view of the fact that French vessels being under the control of the U.S. or U.K. were not available to carry these goods, it is considered appropriate, as an incident of a general settlement, to allow this claim at \$4 million to be reflected in net claims balance.

5. *Miscellaneous Freights.* The French have been billed cash for ocean freight in certain cases where they believe that the freight should have been furnished as straight lend-lease or on 3(c) terms. WSA reports that the items eligible for straight lend-lease have been refunded to the French out of lend-lease funds and that the items chargeable on a 3(c) basis will be so treated as an accounting matter so that they need not be considered as claims. The French have accordingly withdrawn this claim.

6. *Coal.* By agreement dated 25 August 1944, it was established that coal procured by the U.S. Military in Metropolitan France would not be furnished by the French as reciprocal aid, but would be replaced in kind or paid for by the United States. A study has been made of the transactions, and it is agreed that U.S. withdrawals up to VJ Day exceed by 150,000 tons replacement up to 31 December 1945. France requests settlement at \$20 per ton, the approximate landed cost of coal actually purchased for cash by France in the United States to meet French coal deficiencies. The claim is allowed, to be settled by payment on the same basis as other pre-VJ Day procurement ineligible as reciprocal aid.

7. *Other Short Supply Goods.* The French have withdrawn this claim.

8. *Price of Cotton.* For cotton furnished on a cash reimbursable basis and on 3(c) credit, France has been billed the domestic price. France requests that the lower export price be used, and the U.S. side agrees to the principle. The claim is allowed. The Crowley-Monnet account should be reduced by \$1.4 million and the 3(c) account by \$11.2 million, to reflect the appropriate adjustment for cotton furnished on that basis. It is understood that this principle has been borne in mind in pricing cotton in inventory.

9. *Price of Sugar.* Similarly, France requests certain allowances for processing taxes and for drawback of customs duties on sugar exported to

France and to French North Africa. These are customarily arranged for on peacetime commercial exports, but the administrative requirements could not be complied with in the case of these shipments, and the allowances are therefore not reflected in the present billings. The claim is allowed; the Modus Vivendi account should be reduced by \$7.4 million and the 3(c) account by \$0.1 million.

10. *Price of Locomotives.* Seven hundred locomotives were transferred to France under Schedule II of the 3(c) Agreement, and are billed at a price of approximately \$120,700 each, f.a.s. New York. The French contended that this charge was excessive, as they had purchased substantially similar locomotives privately for \$110,500 each, f.o.b. plant. The U.S. side explained the computation of the charge, as follows (in approximate figures):

Cost of locomotives under War Department Contract—	\$110,000
Army Transportation Corps charge for services, inspection, etc. (5%)—	5,500
War Department charge for handling, inland freight, etc. (10%)—	11,550
	<hr/>
	127,050
Less 5% discount under 3(c) Agreement—	6,350
	<hr/>
Price billed to French—	\$120,700

The U.S. side further stated that the War Department charges of 5 and 10 percent were specifically imposed by War Department regulation. Upon this explanation, the French withdrew this claim.

11. *Excise Taxes.* There have been transferred to France, on cash reimbursement and on credit terms, goods subject to U.S. excise tax on domestic sales. These excise taxes are not payable on sales for export, but it was administratively impossible to follow the procedure prescribed by Treasury Department regulations for establishing the exemptions. However, as the fact of export is undisputed, France has requested that the excise tax be eliminated where it appears on the face of the invoice. The claim appears just in principle and the U.S. and French figures are in substantial agreement. The claim is approved for deduction of \$0.13 million from Modus Vivendi account and \$0.37 million from 3(c) account.

12. *Petroleum Billing Procedure in North Africa.* Petroleum delivered to the French in North Africa up to the middle of 1943 was billed on the basis of proceeds of sale. It was contemplated that after June 30, 1943, billings would be based on landed cost, and this was in fact done for products other than petroleum. However, petroleum has been billed on a proceeds-of-sale basis until September 30, 1943. The French contend that the three-month extension of this procedure for petroleum alone is without present justification, and claim \$1.2 million as the difference in cost to them under the two methods. The claim is allowed at \$1.2 million, to be deducted from Modus Vivendi and charged to straight lend-lease.

13. *Price of Petroleum in North Africa.* The French claim that the prices billed them for petroleum in North Africa from October 1, 1943, were well above current world prices. Explanation of the prices charged has been given to the French by the Army-Navy Petroleum Board, showing that these were actual landed cost prices. The French have accordingly withdrawn this claim.

14. *French Petroleum Deliveries to the North African Pool.* 93,000 tons of French-owned petroleum were contributed to the North African pool through the British. The French claim derives from that of a private French company against which France will agree to indemnify the United States. The French felt that petroleum is a product in such short supply in French territory as not to be a subject of reciprocal aid, and they therefore claim for the full value of these petroleum deliveries. The U.S. side maintained that in view of the large volume of petroleum products furnished by the United States to France on a straight lend-lease basis, the United States should not be required to pay for the comparatively small amount of petroleum furnished to the pool by France, and that France's contributions to the pool must be treated in the same way as those of other members. The U.S. side therefore believed the French contribution should be considered as applied first against French military withdrawals, which considerably exceeded the tonnage of petroleum put into the pool by France. The claim was withdrawn.

15. *Price of Rubber.* It is agreed that the price charged to the French should be the same as that paid by the United States, subject to adjustment for accrued charges, etc. The U.S. side states that necessary revisions will be made as a routine accounting matter.

16. *Missing or Damaged Goods.* France has abandoned this claim.

17. *Cost of Procurement.* France has waived its claim for reduction of the 15% accessorial charge (to cover inland transportation, handling, etc.) on cash reimbursable and 3(c) goods.

However, with respect to coal procured under "Q" requisitions, the U.S. procuring agency requests reimbursement for actual expenses instead of adding 15% to the purchase price. The French point out that the 15% charge is an average designed to cover the overall procuring expenses on a group of commodities. If therefore actual cost of services is to be the rule for coal, the same rule should apply for all other commodities procured under "Q" requisition.

The U.S. side replies that 15% is clearly inadequate to cover accessorial charges in the case of coal and that coal constitutes \$23 million of \$62 million of "Q" requisitions. Application of the 15% rule could therefore result in a loss to the United States which no appropriations are available to cover. On the other hand a complete departure from such rule would create a precedent which would have to be extended to other countries and would

greatly disturb the accounting procedure followed by the U.S. procuring agency.

While it seems that technically the accessorial charge should be consistent throughout, the French side recognizes the problem facing the American administration. Upon the request of the U.S. side, France has consented to withdraw this claim.

18. *Petroleum delivered to Metropolitan France for Civilian Use from February 28 to September 2, 1945.* The French request that such of the petroleum delivered by the combined military supply agencies as was derived from U.S. sources be considered as delivered under the lend-lease agreement of February 28, 1945, rather than under Plan A. The French state that there was no Plan A target program for petroleum and that there was a substantial petroleum program under Schedule I of the lend-lease agreement, which would not be met unless this claim is allowed. The U.S. side replies that in fact these deliveries were made and have been recorded as Plan A deliveries under tripartite supply arrangements under which Great Britain and Canada also have rights. In the light of a satisfactory general settlement of Plan A, France withdraws the claim.

19. *North African Petroleum Stockpile—November 1942.* This French claim for compensation for petroleum taken over by the U.S. military at the time of the landings in 1942 is based on the same contention noted under 14 above, that petroleum is not a subject of reciprocal aid by France. The U.S. position is also the same, that the U.S. cannot pay the French for this stockpile when the U.S. has since that date furnished very much larger amounts of petroleum to the French on a straight lend-lease basis. France has withdrawn the claim.

U.S. CLAIMS

1. *Maritime Claims (Knock-for-Knock).* The United States has requested the French to enter into an agreement providing for mutual waiver of intergovernmental claims arising from maritime accidents, and for the handling by each country on a lend-lease and reverse lend-lease basis of claims asserted in its courts by its nationals against the other country. France consents to this principle. The draft of the agreement is still under consideration of both Governments. It is recommended that the agreement be completed and signed as soon as possible, and that, if this cannot be done before a general settlement, the general settlement contain a statement of intention to enter into an agreement covering the lend-lease period.⁸

2. (a) *Tort Claims.* The United States has requested France to assume processing and payment of all presently unpaid claims against the United States, arising out of acts or omissions in France or French overseas territories of members of the United States Armed Forces or civilian personnel attached to such forces, including not only line-of-duty claims, but also off-

⁸ See TIAS 1936, *post*, p. 1307.

duty claims of types previously handled by the United States. No claim is made with respect to such claims already paid by the United States. France agrees to assume this obligation as regards items arising from incidents prior to July 1, 1946.

(b) *Patents.* The United States War and Navy Departments have incurred obligations for patent royalties and possible infringement liabilities to French residents on United States patents used in war production, and France has been requested to assume this liability as a matter of reciprocal aid. France agrees to assume this obligation.

(c) *Requisitioned Property.* The United States requisitioned, for use in the war program, property located in the United States and in which French residents had interests, thus incurring liability for payment of the fair value of the property interests requisitioned. France agrees to assume this liability.

(d) Information necessary to the processing of claims assumed by the French Government under this paragraph 2 will be furnished by the United States Government to the French Government on its request.

(e) France also agrees to waive all claims against the United States that the French Government may have with respect to matters described in this paragraph 2.

(f) In the net claims adjustment, an allowance will be made to France in the amount of \$15 million in consideration of such of the obligations assumed by France under this paragraph 2 as are not the subject of reciprocal aid.

3. *Charter Hire.* Recommendations on this subject have been made by a separate combined Shipping Group.

4. *Sugar Barter Agreement.* The so-called "Sugar Agreement No. 2", dated August 1, 1944, between FEA, the French Supply Council, and Commodity Credit Corporation, provided that during the period August 1–December 31, 1944, CCC would furnish approved quantities of refined sugar to the French, would charge FEA's account for refined sugar furnished, and would report to FEA the quantities furnished, for settlement between FEA and the French under cash reimbursement lend-lease. On their side, the French undertook to furnish to CCC 107 pounds of raw sugar from Martinique and Guadeloupe for every 100 pounds of refined sugar furnished to the French, the value of this to be credited against shipments of refined sugar. In fact, the French failed to meet their commitment to the extent of 62,000 tons of raw sugar, and have advised the United States that they will not make such deliveries. CCC has purchased this amount of raw sugar in Cuba, at the higher Cuban price, resulting in an additional cost to CCC of \$669,884.07. CCC has charged this sum to FEA account.

The United States claims that France is liable for this amount as consequential damages resulting from the failure of France to deliver raw sugar

in accordance with the agreement. It is recommended that the claim be approved.

5. *Diversions.* The United States has requested France to include in the general settlement an allowance to cover claims arising out of retransfers or diversions of lend-lease articles by France, occurring in France and French overseas territories during the period from March 11, 1941, to September 1, 1945, inclusive, or out of exports during that period, for which the United States would be entitled to reimbursement. The claim is allowed at \$1 million.

6. *Price Clause Revision.* Under the 3(c) Agreement France is entitled to a 5% reduction from the contract price of articles transferred. The original purpose of this provision was to give France the benefit of contract renegotiation recoveries by the United States procuring agencies. It is now believed that recoveries on contract renegotiation average well under 5%. The United States has considered requesting a revision of the 3(c) Agreement to reflect this fact, but has withdrawn the claim in view of the French abandonment of their request to reduce the item of accessorial charges.

7. *Ballast from North Africa.* U.S. vessels carrying goods to North Africa returned in ballast furnished from French sources. Upon arrival in the United States the ballast was sometimes dumped and sometimes sold. The United States submits that this ballast should be regarded as reciprocal aid. The claim is allowed by France.

For the United States Side

HENRY R. LABOUISSSE JR.

For the French Side

CHRISTIAN VALENSI

MAY 28, 1946

SUMMARY—U.S.—FRENCH CLAIMS

		(Millions of dollars)
1. Claims Approved—to be charged to Military Lend-lease		
FRANCE: Military Aid in North Africa		37.9
POW Packages		25.0
2. Claims Approved—to be paid as Military Procurement		
FRANCE: Coal	3.0	
3. Claims Approved—to be reflected in net claims balance		
FRANCE: Crowley-Monnet Adjustment	0.4	
Freight on Off-Shore Goods	4.0	
Price of Cotton	12.6	
Price of Sugar	0.1	
Excise Taxes	0.37	
Allowance on account of U.S. Tort, Patent and Requisitioned Property Claims not eligible for reciprocal aid	15.0	
		32.47
U.S.: Sugar Barter Agreement	.67	
Diversions	1.0	
		1.67
Net claims adjustment in favor of France—		30.80

4. Claims Agreed to in Principle

U.S.: Maritime Claims (Knock-for-Knock)

Tort Claims

Patents, Requisitioned Property

Ballast from North Africa

5. Claims Withdrawn

FRANCE: Miscellaneous freights

Short supply goods—other than coal

Price of Locomotives

Price of Petroleum—North Africa

French Petroleum deliveries to North African Pool

Missing or Damaged Goods

Cost of Procurement

Civilian Petroleum to Metropolitan France—

February-September, 1945

North African Petroleum Stockpile—November, 1942

U.S.: Price Clause Revision

C.V.

H.L.

AIDE-MÉMOIRE ON THE SUBJECT OF PLAN A

Aide-Mémoire

In the course of the discussions between the representatives of your government and of the United States Government with regard to the settlement of war accounts between the two governments, consideration has been given to the possible methods of settlement for the United States share of the combined bills for civilian supplies furnished by the combined armies of the Allies for the civilian population of France. The Secretary of State informs His Excellency the Ambassador of the French Republic that, as a result of these discussions, the United States Government has decided that the most satisfactory method of accomplishing settlement for the United States share of the total combined bills being presented to the French Government would be to waive the United States share of the combined bills in connection with the overall settlement of war accounts between the United States and French Governments.

Since the Government of the United States has been committed by written agreements to participate on a combined basis with the United Kingdom and Canadian Governments in the collection of the total bill for these supplies and in the determination of the relative shares of each in the proceeds, it is necessary for this Government to stipulate the following prior conditions to effecting a waiver of the United States share of the combined bills:

That the French Government recognize that the settlement to be made with the United States Government in no way impairs the validity of the obligation of the French Government to the United Kingdom and Canadian Governments for their shares of the combined bills.

That the French Government currently establish a reserve of 10 percent of the combined bills at the time such bills are submitted, such reserve to be deducted from the United States share, and to be held in the name of the

French Government in the Bank of France in funds convertible into sterling or Canadian dollars, or both, at rates to be agreed upon by the Government of France with the United Kingdom and Canadian Governments. This reserve will be payable to the United Kingdom and Canadian Governments to the extent and in such proportions of sterling and Canadian dollars as the United States, United Kingdom, and Canadian Governments may determine by combined agreement to be necessary in order to comply with the existing financial arrangements among the three supplying governments. Such remaining amounts of the reserve not so paid will revert to the free disposition of the French Government upon combined notification by the United States, United Kingdom, and Canadian Governments.

Upon notification by the French Government of their acceptance of the above-stated conditions, the United States Government will effect a waiver of its share of the combined bills in connection with the overall settlement of war accounts between the United States and French Governments.

In identic notes to your government dated April 10, 1946,⁹ the Governments of the United States, the United Kingdom, and Canada specified the proportions of the currencies in which payments were to be made for the bills presented to the French Government through December 31, 1945. The notes of April 10, 1946 will be superseded by a notification to the French Government by the three supplying governments of the amount of your government's obligation to the Governments of the United States, the United Kingdom, and Canada.

W.L.T.

DEPARTMENT OF STATE,
Washington, May 24, 1946

MEMORANDUM ON THE SUBJECT OF PLAN A

MAY 28, 1946

Memorandum

In connection with the waiver by the United States Government of its claim against the French Government for supplies furnished under Plan A, as contemplated in the Memorandum of Understanding between the French Government and the Government of the United States to be signed this date, it is necessary for the Government of the United States to stipulate that this waiver is conditional upon the fulfillment of the provisions of the Aide Mémoire on the subject of Plan A transmitted by the Government of the United States to the French Government under date of May 24, 1946.

W.L.C.

DEPARTMENT OF STATE,
Washington.

⁹ Not printed here.

AGREED LIST OF NON-COMBAT AIRCRAFT REFERRED TO IN PARAGRAPH 6(F)
OF MEMORANDUM OF UNDERSTANDING, DATED MAY 28, 1946

<i>Item</i>	<i>Quantity</i>	<i>FLC Sales Price</i>	
PBY5A.....	19	\$26,000 ea.	\$494,000
C-47B.....	50	20,000 ea.	1,000,000
C-60A.....	2	25,000 ea.	50,000
C-45F.....	25	25,000 ea.	625,000
UC-78.....	67	2,000 ea.	134,000
BT-13B.....	25	450 ea.	11,250
L-4.....	123	500 ea.	61,500
R-1830-90C.....	17	1,300 ea.	22,100
R-1820-87.....	2	3,000 ea.	6,000
R-985-ANI & 3.....	26	500 ea.	13,000
R-755.....	98	400 ea.	39,200

<i>Item</i>	<i>SPARES</i>		<i>Total</i>	<i>3 Mo. Supply (3/12 x 25%)</i>	
	<i>Procurement Cost Each</i>	<i>Inventory</i>			
C-47B.....	\$98,000 x	50	\$4,900,000 x	50% —	\$245,000 Less 40% —
C-60A.....	125,000 x	2	250,000 x	50% —	12,500 Less 40% —
C-45F.....	65,000 x	25	1,625,000 x	50% —	81,250 Less 40% —
UC-78.....	35,000 x	67	2,345,000 x	50% —	117,250 Less 40% —
L-4.....	2,450 x	123	301,350 x	50% —	15,067 Less 40% —
BT-13.....	23,400 x	25	585,000 x	50% —	29,250 Less 40% —
PBY5A.....	220,000 x	19	(83 days supply spares behind each aircraft figured on basis of above formula equals \$6,013 per aircraft); value for settlement.....		17,550
					114,000

Total of above — \$2,870,240
Value for settlement — \$2,850,000

For France:

CHRISTIAN VALENSI

For the United States of America:
HENRY R. LABOUISE, Jr.

WASHINGTON, May 28, 1946.

MEMORANDUM RELATING TO SHIPPING CLAIMS

The Government of the United States of America and the Provisional Government of the French Republic during the course of their negotiations on a lend-lease settlement have discussed all mutual shipping problems and shipping claims arising out of the acquisition, operation and disposition of French vessels under the control of the United States of America during the period from December 7, 1941 to May 1, 1946, and have agreed as follows:

1. In full and complete satisfaction of any and all claims and financial obligations of one government against the other arising out of the requisition, use, repair, damage, loss, operation and redelivery of French vessels, the Government of the United States of America will deposit a sum of 17.5 million dollars with the United States Maritime Commission on behalf of the Provisional Government of the French Republic, which sum shall be applied against the purchase by the Provisional Government of the French Republic of up to 75 Liberty ships from the United States Maritime Commission under the terms of the Ship Sales Act, 1946.¹⁰

a. This sum will be applied by the United States Maritime Commission first to the down payment of the statutory sales price of the vessels at the time of their delivery as required by the Maritime Commission under its regulations; and secondly, any excess of funds remaining after the said down payment will be applied as payments on interest and annual installments as they become payable towards the amortization of the unpaid balance to the extent that such excess of funds are available.

b. The price and other terms of sale shall be mutually determined by the United States Maritime Commission and the Provisional Government of the French Republic in accordance with the Ship Sales Act of 1946.

c. The Provisional Government of the French Republic may make application for the purchase of additional ships from the United States Maritime Commission.

2. All financial claims of one government against the other arising out of the loss of French vessels or their cargoes while said vessels were under the control of the Government of the United States of America are hereby waived.

The Provisional Government of the French Republic hereby assumes responsibility for the processing and payment of any claims now or hereafter made by any person, body or corporation who is or was or claims that he is or was at any time the owner of or who has or had or claims to have or to have had any rights in the rem against, or any beneficial interest in any of the French vessels under the control of the Government of the United States of America during the period referred to above or of any of the cargo on said vessels.

¹⁰ 60 Stat. 41.

The Provisional Government of the French Republic agrees to indemnity and hold harmless the Government of the United States of America, its agents, servants or employees in respect of any such claim.

3. The arrangements set forth herein will be contingent upon mutually satisfactory settlement of all lend-lease and other war accounts; upon the availability, within the terms of such settlement, of 17.5 million dollars for deposit by the Government of the United States of America with the United States Maritime Commission; and upon the conclusion of an agreement for the purchase and sale of up to 75 Liberty ships referred to above between the United States Maritime Commission and the Provisional Government of the French Republic.

For the Government of the United States of America:

W. L. CLAYTON

For the Provisional Government of the French Republic:

H. BONNET

WASHINGTON, May 28, 1946

U.S. LETTER RELATING TO SHIPPING CLAIMS

*The Assistant Secretary of State to the French Commissioner-General
of the Plan for Modernization and Re-equipment*

DEPARTMENT OF STATE
WASHINGTON

MAY 28, 1946

DEAR MR. MONNET:

This will confirm my understanding with you as to the method by which, subject to the provisions of the special agreement relating to shipping claims dated May 28, 1946, the United States will establish with the United States Maritime Commission the credit of \$17,500,000 in favor of the French Government. A sum of \$17,500,000 will be drawn for this purpose from funds heretofore paid by the French Government to the Foreign Economic Administration but not taken into account in arriving at the net amount due the United States set forth in paragraph 2 of the Memorandum of Understanding signed today by our two Governments.

Sincerely yours,

W. L. CLAYTON

Assistant Secretary

The Honorable

JEAN MONNET,

*Care of French Supply Council,
1800 Massachusetts Avenue,
Washington, D.C.*

MEMORANDUM RELATING TO TROOP PAY AND MILITARY PROCUREMENT

The representatives of the Government of the United States of America and the representatives of the Provisional Government of the French Republic have accepted the recommendations contained in the joint United States-French Report of the Troop Pay and United States Armed Forces Procurement Subcommittee.

The aforementioned report, and the Memorandum of Agreement between the Government of the United States and the Provisional Government of the French Republic Regarding Expenditures of the United States Armed Forces in French Territory, contain the arrangements and procedures for the settlement of past and future troop pay and procurement of the United States Armed Forces referred to in paragraph 4 of the Memorandum of Understanding of this date between the Government of the United States and the Provisional Government of the French Republic Regarding Settlement for Lend-Lease, Reciprocal Aid, Surplus War Property and Claims.

WASHINGTON, D.C.
May 28, 1946.

For the United States Side
HAROLD GLASSER
CARL PFORZHEIMER

For the French Side
GUILLAUME GUINDEY

REPORT OF TROOP PAY AND ARMED FORCES PROCUREMENT SUBCOMMITTEE

1. The War Department has submitted the attached report (Memorandum I) showing the U.S. dollar liability to France for net troop pay as approximately \$29 million and for open market procurement not eligible for reciprocal aid as approximately \$2 million, both for the period from D-Day to December 26, 1945.

2. The net troop pay was small in amount because of the large volume of local currency returned to the Army by Army personnel and by others enjoying the privileges of the PX and other Army service organizations.

The detailed reasons explaining the modest amount of troop pay were discussed by the Subcommittee and are embodied in the attached memoranda by the War Department and the French representatives (Memoranda II and III).

3. The French and U.S. representatives on the Subcommittee agree that the extremely small amount of U.S. dollar liability on troop pay account was a result far different from that which had been anticipated at the time when the financial agreements concerning lend-lease and civilian supplies were made with the French in 1943 and 1944.

It was agreed by both sides of the Subcommittee that the small amount of U.S. dollar liability on troop pay account is a factor to be considered in making the over-all settlement of the war accounts.

4. In view of the above, the French representatives on the Subcommittee have agreed to recommend that the War Department report (Memorandum I) be accepted as the basis for the settlement of the troop pay account as a part of the over-all war settlement.

5. The French Government has estimated that U.S. Army procurement through the official French office of Aid to the Allied Forces (AFA) amounted, for the period from September 2, 1945, to December 26, 1945, to five billion francs, or approximately \$100 million at the old rate of exchange. (See attached Memorandum IV.)

The U.S. liability to the French for procurement since December 26 has been estimated at \$20 million to April 1, 1946.

Both the U.S. and French representatives on the Subcommittee concur in these estimates of U.S. Army procurement with the understanding that the actual dollar liability of the U.S. for such procurement will be determined on the basis of the French Government's presentation of appropriate documents in a form acceptable to the U.S. Army, as has been, or may be, agreed upon between the U.S. Army and the French authorities.

6. The U.S. has a liability of \$96 million for the francs in the possession of the U.S. Army after the date of conversion. The French have an obligation to convert into dollars any part of the francs not used, in accordance with the provisions of Paragraph 8(C) below.

7. Against the U.S. obligations the U.S. has advanced to the French on troop pay account \$120 million. The net result, therefore, is as shown in the following table:

U.S. Liabilities to French

	(millions of dollars)
1. Net troop pay for period up to Dec. 26, 1945 (at old rate of exchange)	29
2. Direct open market procurement prior to Dec. 26, 1945, not eligible for reciprocal aid.....	2
3. Procurement through French (AFA) from Sept. 2 to Dec. 26, 1945..	100
4. Estimated procurement from Dec. 26, 1945, to April 1, 1946.....	20
5. Francs acquired on Dec. 26, 1945 (at new rate of exchange)	96
TOTAL	247

French Liabilities to U.S.

1. Advances to French on troop pay.....	120
2. Obligation to convert into dollars excess francs held by Army.....	¹ 76-96
TOTAL	196-216
Net estimated U. S. liability to French.....	31-51

¹ This estimate is based on the assumption that net troop pay between Dec. 26, 1945, and April 1, 1946, will not exceed \$20 million.

8. *Suggested procedure for settlement.* In order to avoid difficulties with the over-certification of troop pay, it is recommended that the following procedure be adopted for the settlement of the cash accounts by the U.S. and French Governments:

(A) The U.S. Army will apply the over-certification of net troop pay dollars (approximately \$91 million) and a small sum of additional dollars (approximately \$7 million) to pay for the francs which the Army held on December 26 after the change of the rate of exchange (approximately \$96 million) and non-reciprocal aid open-market procurement (approximately \$2 million). For additional currency needs of the U.S. Armed Forces the U.S. will pay in dollars.

(B) The U.S. Army will pay the French Government for military procurement after September 2, 1945, either in dollars or by tendering the francs which it holds, to the extent that such holdings are in excess of its current needs for troop pay.

(C) The French Government will repurchase against dollars, at the rate at which they were sold to the Armed Forces, the francs presented by the U.S. Armed Forces, but in order to avoid net troop pay negative in amount, this obligation will be subject to the qualifications to be contained in a revised currency agreement.

(D) In order to minimize the transfer into dollars of francs now being held by the Army in excess of its current needs, practical steps will be taken for using these francs for the repayment of the U.S. Army liability for military procurement as estimated in paragraph 5 above.

9. The French have submitted a statement on the Mendes-France Agreement and a proposal for its liquidation (Memorandum V).

MEMORANDUM I

Statement by the War Department on Troop Pay and Procurement France

Troop Pay and Procurement

(Use of French Franc Currency by the U.S. Army—D-Day to C-Day)

ITEM	millions	
	<i>Francs</i>	<i>Dollars</i>
1. Total Franc Advances.....	20,984	423
a. Through SHAEF/ETO.....	(18,399)	(371)
b. Through ETO/SOLOG.....	(2,370)	(48)
c. Through Captured Enemy Funds.....	(215)	(4)
2. Francs Returned to French (SHAEF/Direct).....	7,478	151
3. Net Advances.....	13,506	272
4. Total C-Day Balance.....	11,432	230
5. Total Net Francs Spent Locally.....	2,074	42
6. Francs Spent by U.S. Army for Direct Local Procurement to 2 September 1945 Chargeable to French as Reciprocal Aid....	541	11
7. Total Due French.....	1,533	31
8. Direct Local Procurement.....	81	2
a. To VJ-Day Not Eligible as Reciprocal Aid.....	(29)	
b. VJ to C-Day.....	(52)	
9. Net Troop Pay.....	1,452	29

MEMORANDUM II

War Department Statement on the Major Reasons for the Modest Level of Net Troop Pay

1. The mechanical limitations of the official accounts, maintained strictly pursuant to US/UK/French currency agreement of 15 August 1944.¹¹ Thus, U.S. Army monthly French franc Currency Reports reflect:

a. On the disbursements side, *only* French francs used for pay and allowances to U.S. military personnel and such civilians actually paid by the military establishment.

b. On the receipts side, *all* cash collections taking in French francs for services rendered through all Army facilities (such as PX's, messes, clubs, canteens, salestores, commissaries, etc.) and administrative services rendered (such as personnel transfers, money orders, War/Savings bond purchases, currency conversions, etc.) not only for U.S. military personnel but also for the following groups, aggregating several hundred thousand individuals:

(1) U.S. civilians, employed by other U.S. departments and agencies, obtaining francs from sources other than WD dollars and from other than U.S. Army disbursing officers;

(2) Members of the military forces of the Allies, obtaining francs from the French Government itself and/or from non-dollar sources such as sterling, Belgian francs and other foreign currencies;

(3) French civilians employed by or affiliated with the U.S. and Allied military establishments, obtaining francs directly from the French Government itself.

2. The U.S. Armed Forces' observance of the overall policies of the French Government designed to preserve to the maximum extent, and revive as rapidly as possible, their domestic economy after five years of Axis occupation.

a. Implementation by the U.S. Armed Forces of this basic French policy was predicated upon MEMORANDUM No. II "Relating to Currency" of 15 August 1944, and the "Memorandum of Agreement between Supreme Commander, Allied Expeditionary Forces, and the Military Dclegatc under the Ordinance of 14th March 1944, of the French Committee of National Liberation;" Section IV, paragraph two thereof reading in part, ". . . troops will be encouraged to make the maximum use of military canteens;" and paragraph three which reads, "Troops will be encouraged to reduce to a minimum their drawings on pay. Every effort will be made to induce them to invest." Accordingly, Allied troops were officially encouraged to spend a minimum in France.

¹¹ 2 UST 1739; TIAS 2313.

b. Maintenance by the French Government of a 50 to 1 franc/dollar rate of exchange resulted in souvenir, gift and luxury item prices extremely unfavorable to military personnel; and U.S. troops, accordingly, could not spend freely. In addition, these luxury items were occasionally acquired in exchange for cigarettes, candy, soap, etc.

c. During Phase One (D-Day to VE-Day) general French hospitality minimized the need for military personnel to expend their own funds. Many comforts, local additions to unit messes and entertainment were provided by the French, either gratuitously or in exchange for eagerly sought items such as cigarettes, chocolate, soap, etc. General desire of French communities to show appreciation upon their liberation, provided units immediately behind the combat lines with many gratuitous goods and services.

d. Various French Ministries cooperated, from the liberation of Paris forward, with the Army Post Exchange system in order to increase production of French souvenir and gift items for sale to military personnel. The Post Exchange system imported into France to aid in this objective, millions of dollars worth of supplies and raw materials not available in France. Purchases by the Post Exchange system, from the proceeds of sales to the military, flowed freely into the French economy. This resulted, however, in additional U.S. drawn French francs remaining within, and non-dollar source French francs flowing into, the U.S. Army Post Exchanges.

e. During Phase Two (the redeployment period) the French Government actively negotiated with U.S. representatives in order to offset the difficult rate of exchange. Adjustment francs totalling 850 francs per man were issued monthly to those permanently stationed in France and to all U.S. military personnel arriving in France on leave, temporary duty, or upon redeployment. As pointed out to the French Government in June 1945, not being distinguishable from the pay and allowances drawn in francs, some of these adjustment francs flowed back into dollars in the form of cash collection as set forth in paragraph 1 b above. Tax exemption was given to the Post Exchange system on all of its ever increasing volume of French merchandise; and tax exemption was offered the individual American soldier under certain export conditions. Finally, there was inaugurated an extensive program of free tours, educational opportunities and special group entertainments.

All of the foregoing conditions described in a through e above reduced the need for American military personnel expenditures in the French local economy.

3. Extra-legal activities of military and civilian personnel in their relations with French citizens. The U.S. Armed Forces inaugurated currency control shortly after VE-Day and is continuously strengthening the control system. It should be noted:

a. The sale of U.S. Government property of material in short supply in France was eliminated by speedy joint action of military and civilian police. However, the seriousness of having French civilians participate in black market operations may not have been brought home as effectively as possible.

b. The very understandable desire of French citizens for a few of life's material comforts provided a great temptation to all Allied personnel having access to Post Exchanges and Quartermaster stores.

c. Although a premium over the official rate was consistently quoted for U.S. currency in the open market, owing to the very restricted availability of dollar notes in the lowest denominations sought by civilian operators, dealings of this nature were extremely limited.

In any event, all of the foregoing types of transactions have resulted in a substantial "value received" on the part of the French population, and represent enhancement of the French economy for which a certain amount of dollars would have had to be spent.

MEMORANDUM III

Memorandum by the French Representatives on the Amount of Net Troop Pay

It is difficult to discover all the reasons why the amount of net troop pay was so low, because the accounting procedure agreed upon in London on August 25, 1944, does not appear to have been exactly followed.

Memorandum II by the War Department contains an accurate analysis of most of those reasons, and as a whole gives a fair story of what happened.

It should be emphasized however that one of the main reasons for the low amount of the net troop pay is to be found in the fact that a very important quantity of U.S. Army supplies was sold for francs to the French population through various channels, and specially through sales by individual members of the American forces at black market prices. Therefore the needs of the U.S. Armed Forces for French currency were covered to a large extent by francs obtained under conditions other than those foreseen at the time of the conclusion of the Agreement of August 25, 1944.

France has thereby lost an important source of dollars, amounting possibly to several hundred million dollars, which both American and French authorities had expected her to receive. This loss has been but slightly balanced by the advantages which resulted from the sale to the French population of various products, as those products were seldom essentials and were as a rule sold at abnormally high prices and distributed under conditions which have further upset the French economy.

MEMORANDUM IV

Statement of French Government on Estimate of Goods and Services Furnished to the U.S. Armed Forces between September 2 and December 26, 1945

According to French Government estimates, expenditures for the procurement of supplies, facilities and services for the U.S. Army in France between September 2, 1945 and December 26, 1945 amounted to 5,000,000,000 francs, that is approximately \$100,000,000. This amount was calculated on the basis of the rate of expenditures by the French Government for reciprocal aid during the months that preceded September 2, 1945, and corrected to take into account the reduction of American Army personnel during that period, as well as the decrease of their needs following the termination of military operations.

MEMORANDUM V

Statement by the French Representative on the Application of the Exchange of Letters of May 29, 1944

1—According to the letter sent by Mr. Mendes-France to Mr. Morgenthau on May 29, 1944,¹² the amount of dollars to be paid by the U.S. Government for the francs used for the pay of the troops should be equitably adjusted, giving particular consideration to the present rate of exchange.

The rate of 50 francs for 1 dollar which has been used as a basis for a provisional settlement should not be kept for a definite settlement, since it would be of too great disadvantage to the U.S. Government. On the other hand, the rate of about 120 francs for 1 dollar is still less to be considered as it would impose an undue burden on the French Government. It must be remembered that this latter rate has been set by the French Government with a view to leaving a margin for an eventual additional rise in French prices. Besides, it must be recalled that, at the time of the landing, French prices were much lower than they are now and that since then they have been steadily increasing. Taking into consideration these various considerations, it seems that an equitable adjustment for the net amount due for the pay of the troops could be made on the basis of 75 francs for 1 dollar.

2—As to the effect of Mr. Mendes-France's letter on the payment of supplies and services furnished by the French Government to the U.S. Army from Sept. 2 to Dec. 26, 1945, it might be discussed whether the wording and the spirit of the said letter cover such items. Without raising such a discussion it should be observed that the billings made out for that period by the French Government to the American Government are computed on the basis of French official prices and tariffs, especially for wages and transportation.

¹² Not printed here.

When said prices and tariffs are compared with the American prices and tariffs, it appears that the 50 franc rate would be more adequate for the supplies and services than for the pay of the troops. An adjustment, if desired, should be arrived at on the basis of a rate intermediary between 50 and 75 francs.

3—As a whole, the American Government owes to the French Government, for the period preceding the change in the French rate of exchange, the equivalent in dollars of about 5 billion francs for supplies and services and, according to American figures, the equivalent in dollars of about 1.5 billion francs for the pay of the troops and other expenses non eligible as "reciprocal aid." These figures, at the rate of 50 francs for 1 dollar, correspond respectively to about \$100 million and \$30 million, i.e., a total amount of \$130 million.

Moreover, the French Government has disbursed for the U.S. Army a further amount of about 2.8 billion francs for bonus and various facilities; therefore, the U.S. Army has received from the French Government, in cash or otherwise, a total of 9.3 billion francs. If the American Government should pay 130 million dollars as a counterpart, it would correspond to an average rate of about 70 francs for 1 dollar for all the expenses of the American Army.

Such a result would seem to realize the equitable adjustment contemplated in Mr. Mendes-France's letter.

MEMORANDUM OF AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE PROVISIONAL GOVERNMENT OF THE FRENCH REPUBLIC REGARDING EXPENDITURES OF THE UNITED STATES ARMED FORCES IN FRANCE AND FRENCH OVERSEAS TERRITORIES

By agreements entitled "Memorandum No. I, Relating to Administrative and Jurisdictional Questions" and annexes thereto, and "Memorandum No. II, Relating to Currency" initialed by representatives of the United States, British and French Governments on August 15, 1944, and signed in London by General Eisenhower and General Koenig on August 25, 1944,¹³ arrangements were made for the supply of French francs by the French Government to the Allied Forces and for the use of French francs by the Allied Forces.

By an agreement entitled "Memorandum Relating to Lend-Lease and Reciprocal Aid", dated August 15/25, 1944, and maintained in force by an exchange of letters between the two Governments on February 28, 1945, financial arrangements were made between United States and French authorities under which francs advanced by the French Government to the United States military forces and used by the latter for net pay of troops and procurement of goods and services and other expenditures not eligible for reciprocal aid were to be paid for by the United States Government in dollars.

¹³ 2 UST 1714; TIAS 2313.

By agreement reached in letters from Monnet to Clayton dated September 24, 1945 and from Clayton to Monnet dated October 31, 1945, reciprocal aid from France was considered as ending simultaneously with lend-lease aid from the United States to France, i.e., on September 2, 1945 at 00.01, with certain exceptions.

On December 26, 1945 the French Government changed the rate of exchange between the French franc and the United States dollar. On December 26, 1945, the United States Armed Forces returned to the Bank of France through book entry the total amount of official franc funds held by finance officers, and franc funds held by United States Armed Forces organizations and members of the United States Armed Forces. This return was effected in order to terminate and settle the French franc advances made by the French Government since D-Day. However, at the time of the repayment, the United States Armed Forces by book entries effected the withdrawal of the same amount of francs from the Bank of France.

The agreements in the following list, which does not purport to be exclusive, are referred to for identification purposes only:

Memorandum of Agreement between the Supreme Commander, Allied Expeditionary Force and the military delegate under the Ordinance of 14 March 1944 of the French Committee of National Liberation for the procurement of supplies, services and facilities in Continental France, drawn pursuant to Article 17 (iv) of "Memorandum No. 1 Relating to Administrative and Jurisdictional Questions in Continental France" signed in London on August 25, 1944.

Memorandum of Agreement between the Supreme Commander of the Allied Expeditionary Force and the military delegate appointed under the Ordinance of 14 March 1944 of the French Committee of National Liberation, drawn under Article 18 of Memorandum No. 1 concerning the observation by the Allied Forces of the French regulations concerning the exchange of currency and the export of capital and other matters, signed in London on August 25, 1944.

Memorandum of Agreement between the French Financial Attache in London and Supreme Headquarters, Allied Expeditionary Force, relating to mutilated currency.

Letter of August 20, 1945, from Headquarters USFET to M. Brunet, Director of the Treasury in the French Ministry of Finance, regarding the vesting directly in the United States Armed Forces of the benefits of certain financial arrangements formerly held by SHAEF.

Reference is made to current conversations between the United States Treasury Representative in France and representatives of the French Government regarding the conversion and redemption of franc currency found among the personal effects of deceased personnel of the United States Armed Forces.

It is now deemed desirable to amend, in certain respects, some of the terms of the aforementioned agreements. The following amendatory provisions, which shall take effect as indicated below, are hereby agreed upon:

1. (a) All French francs held by the United States Armed Forces on December 26, 1945, and accounted for to the Bank of France, will be purchased at the rate of 118.959107 francs to the dollar.

(b) All French francs required by the United States Armed Forces for use in Continental France including Corsica and in French Overseas Territories, in addition to those purchased on December 26, 1945, will be purchased from the French authorities against payment of their countervalue in United States dollars.

(c) The United States Armed Forces may accept francs from, and shall accept francs from none other than, members of the United States Armed Forces, quasi-official organizations, agencies and personnel in and under the military establishment. The United States Armed Forces shall take all practical measures to avoid the acquisition of francs derived from non-official channels.

2. The francs acquired by the United States Armed Forces may be used only for: (a) the pay, exchange of funds, and encashment of dollar instruments authorized by the United States Armed Forces, of troops and personnel in and under the military establishments, and (b) procurement of goods and services. Such francs will be tendered and accepted at the same rate at which acquired, for each dollar of local procurement not eligible for reciprocal aid, the dollar value being computed at the rate in force when the goods and services were actually furnished.

3. Appropriate United States and French authorities will determine the cases in which United States Armed Forces will, in conformity with the requirements of the French Government, procure, in Continental France including Corsica and in French Overseas Territories, goods and services through appropriate French agencies designated by the French authorities, and the cases in which they will procure such goods and services through direct purchases.

Goods and services procured by United States Armed Forces before the termination of reciprocal aid when ineligible, and after the termination of reciprocal aid, will be paid for on the basis of the French authorities' presentation of appropriate documents in a form acceptable to the United States Armed Forces as has been, or may be, agreed upon between the United States Armed Forces and the French authorities.

4. In Continental France including Corsica and in French Overseas Territories unused francs may be returned to the French Government by the United States Armed Forces at any time, and will be repurchased by the French Government against dollars at the rate at which they were acquired by the United States Armed Forces; it being stipulated that the obligation

of the French Government to repurchase said francs shall not exceed the amount of francs acquired against dollars on and after December 26, 1945 by the United States Armed Forces, after deducting therefrom the amount of francs used by the United States Armed Forces for procurement of goods and services.

5. In conformity with the requirements of the French Government, the United States Armed Forces will, in Continental France including Corsica, and in French Overseas Territories, sell all scrap and salvage only through appropriate French agencies designated by the French authorities with such exceptions as may be agreed upon. Scrap and salvage thus sold to the appropriate French agencies will be paid for by the French authorities in United States dollars.

6. The United States Armed Forces will continue to maintain their accounts so that there will be made available to the appropriate French authorities, through the United States Treasury Representative in France, monthly records of the purposes for which francs have been used by the United States Armed Forces. Official statements will be rendered quarterly by the United States authorities.

7. To the extent that agreements referred to herein are not inconsistent with the terms of the within memorandum of agreement they shall remain in full force and effect.

8. This Memorandum of Agreement shall be effective upon signature.

Done at Washington, in duplicate, in the English and French languages, this 28th day of May, 1946.

For the Government of the United States of America

FRED M. VINSON

GEORGE J. RICHARDS

W. L. CLAYTON

For the Provisional Government of the French Republic

H. BONNET

DECLARATION BY THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND THE PROVISIONAL GOVERNMENT OF THE FRENCH REPUBLIC ON
COMMERCIAL POLICY AND RELATED MATTERS

The Government of the United States of America and the Provisional Government of the French Republic, having concluded comprehensive discussions on commercial policy and related matters, find themselves in full agreement on the general principles which they desire to see established to achieve the liberation and expansion of international trade, which they deem to be essential to the realization of world-wide prosperity and lasting peace.

The French Government has made known to the United States Government the measures which it has taken and intends to take to make possible the attainment of this common objective. The French Government has also made known to the United States Government its plan for the reconstruction and modernization of the French economy. In accordance with the letters exchanged on November 8, 1945, the two Governments have examined this plan and have agreed that the attainment of its objectives should make possible full participation by France in the cooperative achievement of an expanding world economy.

The two Governments have studied the problems involved in the construction of a general framework for world trade and have also examined a number of specific questions relating to commercial policy and other matters which are of interest to themselves and to other countries. The following joint statement by the two Governments summarizes the understandings reached in these discussions.

I

The two Governments are in complete agreement, at all important points, on the principles expressed in the "Proposals for Consideration by an International Conference on Trade and Employment" submitted to the French Government by the Government of the United States. They have therefore resolved to continue discussions between themselves and with other like-minded countries in order to give effect to these principles in the Charter of the proposed International Trade Organization. The two Governments are of the opinion that the prior conclusion of agreements among the major trading nations of the world for the substantial reduction of tariffs and other barriers to trade and for the removal of discriminatory arrangements would contribute greatly to the success of the World Conference.

II

The French Government has advised the United States Government of the following policies:

(a) A new French tariff is being prepared which will contain *ad valorem* duties only and which will not increase the degree of protection over the level which existed prior to the war. This new tariff will serve as the level from which reciprocal reductions will be negotiated in the forthcoming multilateral conference.

(b) France has definitely abandoned its pre-war policy of protecting French producers with import quotas.

(c) The French Government has reiterated that it has abandoned the price equalization (perequation) procedure which it was compelled to use provisionally during the period prior to the revaluation of the franc in order to facilitate exports.

III

The French Government has made clear that it must maintain import controls within the framework of an import program but that it will maintain such controls only so long as they are necessary to safeguard the equilibrium of its balance of payments and to achieve in an orderly way its plan of reconstruction and modernization. The French Government will administer the issuance of import licenses under the French import program without discrimination as among foreign sources of supply as soon as France possesses, or is able to earn, 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 arrangements.

IV

The two Governments have reached a mutually satisfactory understanding on the return to private channels of trade between France and the United States. The French Government has already restored to private channels a large part of the import trade of France and its colonies, and will continue to curtail the foreign procurement activities of the Government.

French Government procurement in the United States will be limited to equipment for public corporations and agencies. For the time being, Government procurement will also be continued for a restricted list of items, such as short supply foodstuffs, steel, lumber, tires and certain medical supplies.

Temporarily, a part of French imports will be handled by associations of private traders, (*groupements*) until the difficulties of loading, shipment, and transport of essential supplies and their distribution in France are overcome.

The French Supply Council in the United States will continue to operate on a reduced scale, engaging principally in the liquidation of outstanding contracts and governmental procurement as indicated above. It will limit its purchases to the satisfaction of essential civilian requirements; it will make the maximum practicable use of normal trade channels; it will pursue methods consistent with commercial practices and it will cease operations as soon as possible.

V

The two Governments have agreed that important benefits would accrue to both countries from a substantial expansion of French exports to the United States. They have discussed certain United States laws and regulations, which, in the opinion of the French Government, tend to hamper unduly the importation of French products into the United States. Special attention has been given to trade mark and copyright legislation, the use of geographic names related to particular products, price control of imported goods, and valuation of imported goods for the assessment of customs duties.

The various agencies of the United States Government which are concerned with these matters have agreed to give careful and sympathetic consideration to the views of the French Government, and to study the possibility of altering their administrative procedures or recommending to the Congress the revision of existing legislation.

VI

The two Governments have agreed, subject to participation in the program by other important industrial nations, each to license freely and without royalty to the nationals of the other, on conditions of reciprocity, all former German-owned patents which have come into the full possession of either Government, reserving only those rights which have already been granted with respect to such patents. The two Governments believe that the general adoption of this policy will eliminate an important barrier to international trade and will contribute substantially to the achievement of expanding world economy. In accordance with these objectives, they have agreed, at some future time, jointly to consider other questions relating to German patents.

VII

The French Government will accord to American nationals who have suffered damage to their properties in France, through causes originating in the war, compensation equal to that payable to French nationals having the same types and extent of losses. The United States Government has informed the French Government that equality of treatment is accorded to French and American nationals with reference to war damages to property in the United States.

VIII

In order to provide a sound framework for the expansion of mutually beneficial economic relations between their two countries, the Governments of France and the United States have agreed to begin negotiations as soon as possible looking toward the conclusion of a modern and comprehensive Treaty of Establishment, Commerce and Navigation.

DONE at Washington, in duplicate, in the English and French languages, this 28th day of May, 1946.

For the Government of the United States of America:

JAMES F. BYRNES

For the Provisional Government of the French Republic:

LÉON BLUM

UNDERSTANDING BETWEEN THE GOVERNMENT OF THE UNITED STATES
OF AMERICA AND THE PROVISIONAL GOVERNMENT OF THE FRENCH
REPUBLIC WITH RESPECT TO THE EXHIBITION OF AMERICAN MOTION
PICTURES IN FRANCE

The Government of the United States of America and the Provisional Government of the French Republic, in the light of their broad agreement of this date on commercial policy objectives, and with special regard to changes brought about by the war, have reexamined certain problems relating to the exhibition in France of dubbed American motion picture films. As a result of these conversations, the French Government has informed the American Government that it will take the following measures which will be applied in the customs territory of France:

Effective July 1, 1946, all previous provisions concerning the number of dubbed films permitted to be shown in France will be abandoned. On the same date, a "screen quota" system will be instituted, as a temporary protective measure, to assist the French motion picture industry to recover from the disorganization caused by enemy occupation of France. Under this system, motion picture exhibitors in France will be required to exhibit French films for a certain number of weeks per quarter. During the remaining weeks, French exhibitors will be allowed free choice of films, foreign or domestic.

Beginning July 1, 1946, the screen quota reserved for French films will be not more than four (4) weeks per quarter.

The screen quota shall continue at the level of four (4) weeks per quarter unless reduced to three (3) weeks per quarter by the operation of the following automatic formula:

If, in any two-year period ending on June 30, 1948, or on June 30 of any subsequent year, feature films produced in France should obtain total playing time in French theatres equal to or greater than an average of five (5) weeks per quarter, the screen quota shall automatically be reduced to three (3) weeks per quarter effective October 1 following the expiration of such two-year period.

If, through the operation of the above formula, the screen quota should be reduced to three (3) weeks per quarter, it shall continue at that level unless terminated entirely by the operation of the following automatic formula:

If, in any two-year period ending on September 30, during the whole of which period a screen quota of three (3) weeks per quarter is in effect, feature films produced in France should obtain total playing time in French theatres equal to or greater than an average of five (5) weeks per quarter, the screen quota shall be entirely abolished effective January 1 following the expiration of such two-year period.

The French Government has agreed that, in the period during which the screen quota remains in force, it will impose no restrictions whatever on the importation of American films into France, and no restrictions other than the screen quota on the exhibition of American films in France, except such restrictions as are also applied to French films. If, through the operation of this plan, the screen quota should be entirely abolished, there will be, on and after the effective date of such abolition, no restrictions on the importation of American films into France, and no restrictions on the exhibition of American films in France, except such restrictions as are also applied to French films.

The United States Government has noted with satisfaction that the new measures to be taken by the French Government contemplate the complete elimination of protection when the French producing industry has regained its competitive strength.

If, in the opinion of either Government, this plan should, at some future time, be inappropriate to the conditions then prevailing in the French motion picture producing industry or in the French motion picture market, each Government has reserved the right to request the other to undertake negotiations looking toward its modification or termination. If, upon the expiration of six months from the date of such a request, these negotiations shall not have reached a conclusion satisfactory to both Governments, the terms of the Reciprocal Trade Agreement which is then in effect between them shall apply.

DONE at Washington, in duplicate, in the English and French languages, this 28th day of May, 1946.

For the Government of the United States of America:

JAMES F. BYRNES

For the Provisional Government of the French Republic:

LÉON BLUM

INTERPRETATION OF PARAGRAPH 6(I) OF THE "MEMORANDUM OF
UNDERSTANDING BETWEEN THE UNITED STATES AND FRANCE"

MAY 28, 1946

Paragraph 6(i) of the "Memorandum of Understanding Between the United States and France" reads as follows:

"The United States Government will undertake to make available to the French Government part of the United States Government's share of captured German and Japanese surface naval vessels when such vessels become excess to United States needs and are no longer needed for any task connected with the implementation of the German and Japanese surrenders."

The United States authorities are presently engaged in examining the conditions under which such vessels may be legally made available to another power. In the circumstances, it is understood by both parties to this "Memorandum" that the phrase "will make available to the French Government" in the above quoted paragraph is not to be construed as an undertaking that the vessels in question will be transferred without compensation.

For the Government of the United States

W. L. CLAYTON

For the Provisional Government of the French Republic

H. BONNET

WASHINGTON, *May 28, 1946*

DECLARATION MADE IN PARIS BY THE PRESIDENT OF THE PROVISIONAL
GOVERNMENT OF THE FRENCH REPUBLIC AND IN WASHINGTON BY THE
PRESIDENT OF THE UNITED STATES ON MAY 28, 1946

Representatives of the Provisional Government of the French Republic and the Government of the United States have met together in Washington and have discussed important economic and financial problems of common interest. These problems have included the need for foreign credits for reconstructing and modernizing the French economy, the settlement of lend-lease reciprocal aid and other war accounts, the purchase of United States surplus property situated in France and certain French overseas territories, the purchase of ships owned by the United States, and international commercial policy.

The discussions have brought out clearly the full agreement of the two Governments on cooperation in the fulfillment of the economic objectives which both Governments recognize as essential to world peace and prosperity. The well-being of the people of all nations can be advanced through a full flow of trade which enables each country to maintain higher levels of production and better standards of living. These benefits of world trade can be realized only as the markets of the world are opened to all countries on fair and equal terms. The two Governments are determined to work together in securing general international acceptance of the world trade proposals of the United States to be considered by a conference of the United Nations.

The reconstruction and modernization of the French economy will facilitate the integration of Europe in the world economy and enable France to resume her place as a great producing and trading nation. The French Delegation has presented a program for reconstructing and modernizing the economy of France. The immediate objective is to restore French production to the prewar level; the ultimate objective is to expand French production to

higher levels commensurate with the technical progress of the past two decades. One requisite for the fulfillment of this program is an adequate and assured supply of coal, not only from increased French production, but also from imports of German coal. The United States Government will continue to assist France in securing an adequate supply of coal from Germany.

In the opinion of the American representatives, attainment of the objectives of increased production and trade presented by the French Delegation is necessary to the full and effective participation of France in the world economy. In furtherance of the efforts of the French people to this end, the United States has agreed to the extension of additional credits to France.

At the end of 1945 the Export-Import Bank made a loan of \$550 million to France. The Board of Directors of the Export-Import Bank have now approved a new line of credit of \$650 million. This action has been taken pending the time when the International Bank for Reconstruction and Development will be in full operation.

The two Governments have reached complete agreement for the final settlement of all lend-lease and reciprocal aid, including military and civilian supplies furnished by each Government to the other. They have also agreed on the acquisition of United States army and navy surplus property located in France and certain French overseas territories. Under this Agreement, credits of \$720 million have been provided for the purchase of surplus property and for goods supplied to France since the end of the war.

Discussions are taking place for an additional credit, subject to the provisions of the Merchant Ship Sales Act of 1946, whereby France will acquire approximately 750,000 tons of merchant shipping owned by the Government of the United States.

The two Governments believe that the results of the discussions which have now been concluded will help France in reconstructing and modernizing the French economy and are a substantial step towards the achievement of the international economic cooperation which is the prerequisite of a peaceful and prosperous world. They welcome the support of all of the United Nations in establishing a world trading and monetary system which will assure a full flow of commerce to the benefit of the peoples of all countries.

LÉON BLUM

Approved 5/28/46

HARRY S. TRUMAN

DOUBLE TAXATION

Exchange of notes at Washington May 6 and 31, 1946, modifying and supplementing convention of July 25, 1939

Entered into force May 31, 1946

*Terminated by convention of October 18, 1946*¹

Department of State files

The French Ambassador to the Secretary of State

[TRANSLATION]

EMBASSY OF FRANCE
IN THE UNITED STATES
AF/539

WASHINGTON, May 6, 1946

MR. SECRETARY:

Upon the request of the Government of the United States of America, conversations were held in Paris between the 10th and the 18th of October 1945, between an American Delegation and Representatives of the Ministry of Foreign Affairs and the Ministry of Finance, with a view to modifying and supplementing certain provisions in the Convention of July 25, 1939² concerning income taxes, and to laying the bases of a new convention for the avoidance of double taxation in the matter of inheritance taxes and for the prevention of fiscal fraud.

In the course of these conversations the question of determining the field of application of the national solidarity tax on nationals of the United States was also examined.

These questions have been the subject, recently, at Washington of new exchanges of views between a French Delegation and an American Delegation.

I am happy to state that, as Your Excellency knows, the two delegations have agreed upon a new draft convention for the avoidance of double taxation as regards inheritance taxes, for the modification and supplementing of certain provisions of the Convention of July 25, 1939 and for the prevention of fiscal fraud.

Pending signature and ratification of the said Convention by our two Governments, I have the honor to inform Your Excellency at once, with a view to its immediate application, of the agreement of the French Government upon the following points:

¹ TIAS 1982, *post*, p. 1178.

² TS 988, *ante*, p. 1046.

1) Article 7 of the Convention of July 25, 1939 provides especially that royalties paid in France to a natural or fictitious American person shall be exempt from taxation in France, provided such natural or fictitious person does not have a permanent establishment there.

It is understood that these provisions shall be applicable in the case of royalties paid to American film producers for the showing of the latter in France, on condition that the income from the showing of such films shall not be considered as going to a permanent establishment owned in France by the American producing company.

2) According to Article 9 of the Convention of July 25, 1935, income from labor, with the exception of that referred to in Article 8 shall be taxable only in the State in which the taxpayer carries on his personal activity.

It is of course understood that Article 9 shall apply only in the case where a taxpayer is in a position to be taxed by each of the Contracting States.

This interpretation is, in fact, in conformity with the principle established by Article VI of the Protocol annexed to the Convention of 1939, according to which the clauses of the Agreement must not result in making worse the fiscal situation of the taxpayers.

3) The American Delegation called the attention of the French Delegation to the case of American business men sent to France by the American companies to which they belong, to carry on an activity paid for by those companies.

It was taken into consideration that American business men who establish themselves in France, receive, because of such establishments, a larger salary than that which they would receive if they had remained in the United States. This larger salary is justified by the greater expenses (maintenance of their establishment in the United States, education of their children, etc., . . .) borne by them. It was therefore agreed that the *Direction Générale des Contributions Directes* [Administration of Direct Taxation] should proceed with an open mind, upon the request of the persons concerned to the examination of each individual case for the purpose of determining, should the occasion arise, before the establishment of American corporations in France, what would be the exact situation of their personnel with regard to the schedular tax on salaries and wages (with respect, especially, to the amount of professional expenses the deduction of which could be authorized for the calculation of the tax).

On the other hand, the members of the French Delegation reserved the possibility for the French Fiscal Administration to call to the attention of the competent American authorities the case of the Frenchmen who might consider themselves excessively taxed in the United States.

4) The American Delegation requested that derogations from French legislation on foreign exchange be granted in favor of the American nationals

referred to above, who might not wish to have income received outside of France transferred to France.

In fact, French legislation on foreign exchange requires foreign nationals domiciled in France to repatriate income received outside of French territory.

The American delegation was informed that no general decision on principle could be made, but that each individual case would be examined in as liberal a spirit as possible, the length of the stay in France of the persons concerned being taken into consideration.

5) With respect to Article 14 B. a) of the Convention of July 25, 1939, it was agreed to raise to 25% the contractual deduction of 12% applicable to the rates of the French tax on income from securities, in order to make subject to such tax, in France, income from securities, debts and trusts of American origin, under the conditions fixed by French legislation, without the necessity of taking into account the nationality of the beneficiary of the said income.

6) The American Delegation called the attention of the French Delegation to the case of an American woman, married to a Frenchman, who has retained her American nationality. Under French legislation, the income of American origin that she receives, is merged with that of her husband, to be taxed in the name of the latter. The fact that this income may have been subject to the American tax did not permit an exception to be made thereof, as provided for by Article 114 of the *Code Générale Français des Impôts Directes* [General French Code of Direct Taxes], since it authorizes only taxpayers of foreign nationality taxable in France, to exclude from their taxable income, income of foreign origin, whereby they prove that they have been subject to a personal tax on gross income in their country of origin.

It was recognized that the solution of the difficulty referred to should be sought within the limits of Article 25 of the Convention of 1939, and it would be incumbent upon the *Administration des Contributions Directes* to take all pertinent measures to avoid the criticised double taxation.

7) The France-American Convention of April 27, 1932,³ provides that American corporations that have permanent establishments in France and are subject there to the tax on income from securities, may elect to be taxed only upon $\frac{3}{4}$ of the profits that they receive from those establishments. In the same way, an American corporation had the right, within six months from the putting into force of the Convention (Article 6), to exemption from payment of the income tax owed by it by reason of participation in the management or the capital of a French company, with the reservation that the indirect advantages that it would receive therefrom be included in the profits accruing from the latter company and subject to the tax on income from securities. This option, which had to be exercised jointly with the French company, had to be exercised within six months from the putting into force

³ TS 885, *ante*, p. 977.

of the Agreement or within six months from the acquisition of a participation in a French company.

Article 17 of the Convention of July 25, 1939 had granted to the aforesaid corporations a new time-limit of six months for exercising the option contemplated by the provisions in question.

The American Delegation pointed out that, because of the events of the war, it had not been possible to take advantage of the new time-limit in many cases.

Under these conditions, it seemed to the French Delegation both logical and equitable to grant to the American companies a supplementary time-limit which will run from the date of the present letter to the date of the putting into force of the new Convention regulating this matter.

8) Article 4 of the *Ordonnance* [Executive Order] of August 15, 1945, without distinction, makes the application of the national solidarity tax dependent upon the possession in France of a domicile or of an "habitual residence".

The American Delegation expressed the desire to know what was to be understood by the words "habitual residence".

It is specified that the words "habitual residence" shall be interpreted by the French Fiscal Administration as corresponding to a *de facto* domicile.

9) With respect to the basis of the national solidarity tax, established by the *Ordonnance* of August 15th, it was specified that:

a) Sums brought to France by American nationals, after the liberation of French territory, shall be liable to the tax on wealth, after application of the reduction provided for by the *Ordonnance*, without distinction as to whether they have been brought in by natural or by fictitious persons, exception being made, nevertheless, for fictitious persons exempt from the tax;

b) With respect to the tax on enrichment, such sums could not be subject thereto, except when in the possession of natural persons, fictitious persons being exempt therefrom. But it was recognized that the application of the tax on enrichment to such sums would not correspond to the spirit of the *Ordonnance* of August 15, 1945, and that there would be no reason for requiring it.

10) American holdings blocked in France during the war could not be exempt from the tax on capital provided for by the *Ordonnance* of August 15, 1945. However, a distinction should be made between the tax on enrichment and the tax on wealth.

The French Delegation agreed that, when the blocking, in France, of holdings belonging to citizens of the United States not residing in France was effected at the instigation of the French or German authorities, the French Administration shall not take advantage of the measure which prevented the transfer of such holdings to the United States, in order possi-

bly to attribute to it the character of an enrichment. Accordingly, such sums shall be exempt from the tax on enrichment and shall be subject only to the tax on wealth.

It is understood, as was indicated in No. 9 above, that fictitious persons shall not be liable to the tax on enrichment.

11) With respect to "French Republic" loan securities, sometimes called "Morgan Bonds", expressed in dollars and exempt from all present or future taxes, it was specified that these bonds, as, also, all loan securities furnished with the same fiscal advantages, in the hands of American nationals (natural or fictitious persons) whether or not they are domiciled in France, shall be exempt from the national solidarity tax.

I have the honor to inform Your Excellency that my Government will consider this letter and the reply that you will be good enough to address to me as constituting the agreement of our two Governments concerning the putting into application of the principles set forth above.

I avail myself of this opportunity to renew to Your Excellency the assurances of my very high consideration.

H. BONNET

His Excellency

JAMES F. BYRNES

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

The Acting Secretary of State to the French Ambassador

DEPARTMENT OF STATE

WASHINGTON

May 31, 1946

EXCELLENCY:

I have the honor to acknowledge your note of May 6, 1946, in which you refer to conversations which have taken place in Paris and Washington between officials of the Government of the United States of America and officials of the French Government, and to the draft of a new convention for the avoidance of double taxation with respect to estate and inheritance taxes, for the purpose of modifying and supplementing certain provisions of the Convention of July 25, 1939 relating to income taxation, and for the prevention of fiscal evasion in respect of such taxation.

With a view to immediate application, you have been kind enough to communicate through me to my Government a confirmation of the position of the French Government with respect to the treatment to be accorded

American nationals by the French Government in regard to certain matters, including the interpretation and application of certain provisions of the Convention of July 25, 1939 and the scope of application to American nationals of the French National Solidarity Tax established by the Ordinance of August 15, 1945.

On behalf of the Government of the United States of America, I have the honor to express appreciation for the confirmation, given in Your Excellency's note, with respect to the position of the French Government as outlined therein.

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

DEAN ACHESON

His Excellency

HENRI BONNET,

Ambassador of the French Republic.

AIR SERVICE FACILITIES

Exchange of notes at Paris June 18, 1946

Entered into force June 18, 1946

Amended by agreement of May 8 and 17, 1947¹

61 Stat. 4088; Treaties and Other
International Acts Series 1852

The American Ambassador to the Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
Paris, June 18, 1946

No. 1516

EXCELLENCY:

I have the honor to invite Your Excellency's attention to the air navigation, communication, and weather facilities installed at the following places in French territory by the United States military services:

A. METROPOLITAN FRANCE: Cape Camerat, Corbigny, Dieppe, Domfront, Istres-le-Tube (Marseille), Le Havre, Lyon, Marignane (Marseille), Nantes, Orly, Querqueville (Cherbourg), St. Renan (Brest), Toulouse, Trappes, Paretta (Corsica);

B. ALGERIA: Bone, Maison Blanche (Algiers), Oran;

C. TUNISIA: Gabes, Tunis;

D. FRENCH MOROCCO: Agadir, Cazes Air Base (Casablanca), Meknes, Port Lyautey;

E. FRENCH GUIANA: Rochambeau (Cayenne);

F. INDO-CHINA: Saigon;

G. FRENCH OCEANIA: Bora Bora (Society Islands), Tontouta (New Caledonia); and

H. SENEGAL: Dakar.

A list of the installations at these points is now being prepared and will be forwarded to Your Excellency for inclusion as an Annex to this letter.² As those installations may later become surplus to United States military re-

¹ TIAS 1853, *post*, p. 1208.

² By airgram 1461, dated Dec. 13, 1948, to the Secretary of State from the American Ambassador at Paris the Department was informed that ". . . no list of the installations was subsequently prepared."

quirements, it is the intention of my Government that they, together with one year's supply of maintenance parts and expendable supplies wherever theater surplus stocks permit, should be transferred to the Provisional Government of the French Republic. In addition, the Government of the United States of America, through either the U.S. Army, U.S. Navy, CAA, or private agency, will do everything possible to assist the Government of France or its representatives in purchasing, through regular commercial channels, maintenance parts and expendable supplies for the operation of the facilities.

In consideration of this transfer, the Provisional Government of the French Republic, recognizing on the one hand the immediate necessity of insuring the safety of international air traffic in an adequate manner until regulations are established by the Provisional International Civil Aviation Organization (PICAO) and applied by the said Government in execution of its international undertakings, and, on the other hand, the special interests of United States aviation during the period in which American Armed Forces will participate in the occupation of ex-enemy countries, will undertake:

1. To operate and maintain without interruption all the installations in a manner satisfactory for air traffic into and away from airdromes at which the facilities are located and along the international air routes converging on those airdromes.

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 PICAO.

3. To transmit weather reports, as prescribed by the U.S. Army Air Forces to designated stations thereof and to such other stations as are required to insure an integrated meteorological network for the international air routes, unless changed by international agreement to which the Governments of the United States and France are parties.

4. Subject to the possibility of obtaining necessary spare parts, to continue the operation of all types of facilities in their present locations or at new locations deemed preferable by the representatives of both Governments until (a) new facilities are installed in accordance with standards promulgated by PICAO or (b) it is determined by the Governments of France and the United States that there is no longer a need for the original facilities. It is understood that the aeronautical facilities will be devoted exclusively to aeronautical service and will not be diverted to the communication service.

5. To provide English speaking operators at air-to-ground and control tower communication positions until regulations covering such voice transmissions are promulgated by PICAO; and further, until such regulations are promulgated, to grant permission to a representative of the U.S. air carriers authorized to serve an airdrome to enter its control tower and, when in the opinion of the representative a case of necessity exists, subject to the authority

of the Commander of the airdrome, to talk to the pilot of any United States aircraft flying in the vicinity of the airdrome.

6. Until such time as the allocations determined by PICAQ come into effect, to select radio frequencies for air-to-ground and control tower operations only after coordination with the using United States carriers and with adjacent stations on the international 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.

7. To authorize and facilitate day-to-day adjustments in air communication service matters by direct communication between the operating agency of France and the service agency of the United States Government, United States air carriers, or a communication organization representing one or more of them.

8. To furnish in sufficient number suitable personnel to be trained to operate and maintain all facilities transferred under this Agreement.

A supplemental agreement shall be entered into by the agency of the French Government which will eventually take over the operation of the facilities and the agency of the United States Government, or its representative, which undertakes the training and interim operation and maintenance of the facilities, pending transfer of full operating responsibility to the agency of the French Government. This supplemental agreement will define the responsibility, authority, and relations between the above-mentioned agencies and their representatives during the period the United States agency remains in charge of the operation, maintenance and training.

Until such time as this training program shall have produced an adequate number of trained French personnel, (a) the French Government will not be held responsible under Articles 1, 2, 3 and 4 of the present Agreement for the operation of that part of the facilities enumerated in the Annex from which the U.S. Army Air Force might withdraw, and (b) United States air carriers, or the Civil Aeronautics Administration of the United States, will be authorized to designate technicians to assist the agency designated by the French Government to operate the facilities in accordance with standards established by PICAQ.

If the foregoing is satisfactory to the French Government, Your Excellency's reply to that effect, together with this letter, will be considered as constituting an agreement between our two governments with respect to the matters outlined herein.

I take this occasion to renew to Your Excellency the assurances of my highest consideration.

JEFFERSON CAFFERY

His Excellency

GEORGES BIDAULT,

*Minister of Foreign Affairs,
Paris.*

The Minister of Foreign Affairs to the American Ambassador

[TRANSLATION]

FRENCH REPUBLIC
MINISTRY OF FOREIGN AFFAIRS
CL/RO

Office of Technical Agreements

PARIS, *June 18, 1946*

MR. AMBASSADOR:

Your Excellency has been good enough to address to me on this date a letter the tenor of which is as follows:

[For text of U.S. note, see above.]

I have the honor to inform Your Excellency that the French Government does not raise any objection in this respect.

The present letter, together with the above-mentioned communication of Your Excellency, constitutes, therefore, an agreement between our two Governments.

Accept, Mr. Ambassador, the assurances of my very high consideration.

G. BIDAULT

His Excellency

JEFFERSON CAFFERY,
Ambassador of the United States,
Paris

ALLOCATION OF PROCEEDS OF GERMAN ASSETS RECEIVED FROM SWEDEN

Exchange of notes at Washington July 18, 1946
Entered into force July 18, 1946

61 Stat. 3840; Treaties and Other
International Acts Series 1731

*The Chief of the United States Delegation to the Chief of the French
Delegation*

WASHINGTON, D.C.
July 18, 1946

DEAR MR. VALENSI:

On behalf of my Government, I may confirm to you the following understanding with respect to the allocation of the proceeds of the German assets to be received from Sweden as a result of the recent Swedish-Allied negotiations¹ in Washington:

1. The sums to be divided are 75 million kronor referred to in paragraph 2 of the letter of today dealing with the Swedish "contributions" and 150 million kronor referred to in paragraph 2 of the principal letter of today on German assets. The Swedish Government has indicated its preferences with regard to the use of these sums. Accordingly, applying the proportions agreed in the Paris Reparation Agreement² and having regard to the preferences of the Swedish Government, it is estimated that a sum of 12 million kronor will remain after the countries other than the U.S., U.K. and France have been allotted their full shares out of this sum of 75 million kronor which alone is available to cover their shares.

2. It is agreed that this entire sum of 12 million kronor will be allocated to France. In return, the amount which the U.K. and the U.S. would be entitled to receive from this sum will be included in the shares which these two countries will receive from the 150 million kronor referred to in the principal letter. It is estimated that on the basis of the proportions agreed in the Paris Reparation Agreement this will have the effect that, of those

¹ See TIAS 1657, *ante*, vol. 4, p. 88.

² Agreement dated Jan. 14, 1946 (TIAS 1655), *ante*, vol. 4, p. 5.

150 million kronor, France will receive 24 million kronor and the U.K. and the U.S. will each receive 63 million kronor.

3. It is understood that the U.K. Representative is addressing a similar note to you, and that this understanding is to be notified to the Inter-Allied Reparation Agency.

Very truly yours,

S. J. R.

Seymour J. Rubin

Chief of Delegation of United States

M. CHRISTIAN VALENSI

Chief of French Delegation

*The Chief of the French Delegation to the Chief of the United States
Delegation*

WASHINGTON, D.C.

July 18, 1946

DEAR MR. RUBIN:

I have the honor to acknowledge receipt of your letter of today in the following terms:

[For text of U.S. note, see above.]

and to confirm to you the understanding expressed therein.

Very truly yours,

C. VALENSI

Christian Valensi

Chief of the French Delegation

Mr. SEYMOUR J. RUBIN,

Department of State,

Washington, D.C.

DOUBLE TAXATION AND FISCAL ASSISTANCE

Convention signed at Paris October 18, 1946, modifying and supplementing convention and protocol of July 25, 1939

*Modified by protocol of May 17, 1948*¹

Senate advice and consent to ratification June 2, 1948

Ratified by the President of the United States June 18, 1948

Ratified by France September 5, 1949

Ratifications exchanged at Washington October 17, 1949

Entered into force October 17, 1949, and January 1, 1950, in accordance with terms of article 18

Proclaimed by the President of the United States October 27, 1949

*Supplemented by convention of June 22, 1956*²

*Provisions concerning taxes on income, capital, and stock exchange transactions terminated by convention of July 28, 1967*³

64 Stat. (3) B3; Treaties and Other
International Acts Series 1982

CONVENTION BETWEEN FRANCE AND THE UNITED STATES OF AMERICA ABOUT DOUBLE TAXATION AND FISCAL ASSISTANCE

The Government of the United States of America and the Provisional Government of the French Republic,

Desiring to conclude a Convention for the avoidance of double taxation and the prevention of evasion in the case of taxes on estates and inheritances, and for the purpose of modifying and supplementing certain provisions of the Convention between the two Governments relating to income taxation signed at Paris on July 25, 1939,⁴

Have designated for this purpose as their respective Plenipotentiaries:

The Government of the United States of America: Mr. Jefferson Caffery, Ambassador Extraordinary and Plenipotentiary of the United States of America in France,

The Provisional Government of the French Republic: Mr. Georges Bidault, President of the Provisional Government of the French Republic,

¹ TIAS 1982, *post*, p. 1251.

² 8 UST 843; TIAS 3844.

³ 19 UST 5280; TIAS 6518.

⁴ TS 988, *ante*, p. 1046.

Minister for Foreign Affairs who, after having exchanged their full powers found to be in good and due form, have agreed as follows:

TITLE I

Taxes on Estates and Inheritances

ARTICLE 1

(1) The taxes which are the subject of this Title are:

- (a) for the United States of America, the Federal estate tax, and
- (b) for France, the tax on inheritances.

(2) This Title shall also be applicable to all other taxes of a substantially similar character imposed by either Contracting State after the signing of the present Convention, or imposed by the government of any territory to which the present Convention applies under Article 17.

(3) The present Convention is concluded with reference to United States and French law in force on the day of its signature. Accordingly, if these laws are appreciably modified the competent authorities of the two States will consult together for the purposes of adapting the provisions of the present Convention to such changes.

ARTICLE 2

(1) In this Title, unless the context otherwise requires:

(a) The term "United States" means the United States of America, and when used in a geographical sense means only the States, the Territories of Alaska and of Hawaii, and the District of Columbia.

(b) The term "France", when used in a geographical sense, means only metropolitan France, excluding Algeria and the Colonies.

(c) The term "tax" means the French tax on inheritances or the Federal estate tax of the United States, as the context requires.

(2) In the application, by one of the Contracting States, of the provisions of this Title, any term which is not otherwise defined shall have, unless the context requires a different interpretation, the meaning which it has under the laws of that Contracting State relating to the taxes which are the subject of this Title.

ARTICLE 3

(1) For the purposes of this Title, the question whether a decedent was domiciled in the territory of one of the Contracting States at the time of his death shall be determined in conformity with the law in force in that territory.

(2) In the case of the death of a person domiciled in the territory of one of the Contracting States, the situs of any of the following property or property rights shall, for the purpose of the imposition of the tax and for the

purpose of the credit provided for in Article 5, be determined exclusively in accordance with the following rules:

(a) Real property shall be deemed to be situated at the place where the land involved is located. Real property includes leases of such property, unless such leases are of eighteen years' duration or less, but excludes mortgages and other liens on such property as security. The question whether any other property or right in property constitutes real property shall be determined in accordance with the law of the place where the land involved is located.

(b) Corporeal movable property, except as hereinafter prescribed, as well as bank notes and any other kind of money which is legal tender at the place of issuance, shall be deemed to be situated where it is physically located at the time of the decedent's death.

(c) Ships and aircraft shall be deemed to be situated at the place of registration or documentation of the ship or aircraft.

(d) The goodwill of a business firm (including for the purposes of this subparagraph rights in a lease other than one deemed to be real property under the provisions of subparagraph (a) of this Article) or the goodwill attached to the practice of one of the liberal professions shall be deemed to be situated where the business is carried on or the profession is practiced.

(e) Patents, trademarks and designs shall be deemed to be situated at the place where they are registered.

(f) Copyrights and rights or licenses to use any copyrighted material, patent, trademark or design shall be deemed to be situated at the place where the rights arising therefrom are exercisable.

(g) Shares in a corporation (including shares held by a nominee for the benefit of the decedent) shall be deemed to be situated at the place in which, or under the laws of which, such corporation was created or organized.

(h) Bills of exchange and checks shall be deemed to be situated at the place of the drawee's residence, and negotiable promissory notes at the place of residence of the maker.

(i) All property other than hereinbefore mentioned shall be deemed to be situated in the State in which the deceased person was domiciled at the time of his death.

ARTICLE 4

The Contracting State which imposes tax in the case of a decedent who, at the time of his death, was not domiciled in its territory but was domiciled in the territory of the other Contracting State:

a) shall allow every abatement, exemption, deduction, or credit, which would be applicable under its law if the decedent had been domiciled in its territory, in an amount not less than the proportion thereof which the value

of the property, situated according to Article 3 in such State and subject to the tax of such State, bears to the value of the property which would have been subject to the tax of such State if the decedent had been domiciled in its territory; and

b) shall (except for the purpose of subparagraph (a) of this Article and for the purpose of any other proportionate allowance otherwise provided) take no account of property situated according to Article 3 outside its territory in determining the amount of rate of tax.

However, the provisions of this Article shall not apply to the tax imposed by the United States in the case of a deceased citizen of the United States.

ARTICLE 5

(1) The Contracting State imposing tax in the case of a deceased person, who, at the time of his death, was domiciled in such State (or was a citizen thereof if such State is in the United States), shall allow against its tax (as otherwise computed) a credit for the amount of the tax imposed by the other Contracting State with respect to property situated in the territory of such other Contracting State and included for tax purposes by both States, but the amount of credit shall not exceed the portion of the tax imposed by the former State which is attributable to such property. The provisions of this paragraph shall not apply with respect to any property referred to in paragraph (2) of this Article.

(2) If the decedent is regarded by each of the Contracting States as being domiciled in its own territory, each State shall, in addition to the credit authorized by paragraph (1) of this Article, allow against its tax (as otherwise computed) a credit for that part of the tax imposed by the other State with respect to property included for tax purposes by both States and situated or deemed to be situated

(a) in the territory of both Contracting States, or

(b) outside of both territories.

The total of the credits authorized by this paragraph shall be equal to the amount of tax imposed with respect to such property by the State imposing the smaller tax, and shall be divided between the two States in proportion to the amount of tax imposed by each of the two Contracting States with respect to such property.

(3) For the purposes of this Article, the amount of the tax of each Contracting State attributable to any designated property shall be ascertained after taking into account any applicable abatement, credit, remittance, diminution, or increase, as provided by its law, other than any credit authorized by this Article.

ARTICLE 6

(1) Any claim for a credit or a refund of tax founded on the provisions of this Title shall be made within a period of five years from the date of the death of the decedent.

(2) Any such refund shall be made without payment of interest on the amount so refunded.

TITLE II

Tax on Incomes

ARTICLE 7

The provisions of the convention and protocol between the United States of America and the French Republic signed at Paris on July 25, 1939 are hereby modified and supplemented as follows:

(a) In the enumeration of French taxes to which the convention of July 25, 1939, applies the reference to the national tax on undistributed profits which is set forth as number (3) in Article 1 (b) of Title I is eliminated as the tax has ceased to be imposed in France since January 1, 1941. The second paragraph of Article 15 of said convention is abrogated.

(b) For the purposes of Article 7 an individual resident of France deriving from sources within the United States rents from real property, or royalties in respect to mines, quarries, or other natural resources may elect for any taxable year to be subject to United States tax as if such resident were engaged in trade or business within the United States through a permanent establishment therein in such taxable year. For the purposes of Article 7 the term "royalties" as used in the second paragraph of such article shall, as to amounts paid on or after January 1, 1945, be deemed to include rentals in respect of motion picture films.

(c) Article 8 is amended by adding after the words "other State" in the first paragraph thereof the following:

"(other than citizens of such other State)".

(d) (1) Article 14, B, a) is amended by striking out "12" and inserting in lieu thereof "25". This subparagraph shall be deemed to be effective as of January 1, 1945, with respect to the taxation of income acquired since that date on which the French tax has not been collected.

(2) The last paragraph of Article 14, B, b) is abrogated and replaced by the following provisions:

"However, the provisions of the first and second paragraphs of Article 114 of the French Code on direct taxation relative to the taxation of aliens domiciled or resident in France shall continue to be applied."

(e) By adding immediately after Article 17 the following new article:

ARTICLE 17A

The American corporations affected by Article 17 of the Convention of July 25, 1939, which remain subject to the provisions of Article 3 of the Decree of December 6, 1872 which were not placed under the special regime established by Articles 5 and 6 of the Convention for the avoidance of double taxation between the United States of America and France signed April 27, 1932⁵ may, during a new period of six months from the date of exchange of the instruments of ratification of the present Convention, exercise with reference to past years the option provided in those two Articles under the conditions which they prescribe.

(f) Paragraph VIII of the Protocol is amended to read as follows:

VIII

As used in this Convention, the term “competent authority” or “competent authorities” means, in the case of the United States of America the Commissioner of Internal Revenue or his duly authorized representative, and in the case of France the Chef du Service de la Coordination des Administrations Financieres or his duly authorized representative.

TITLE III

Administrative Assistance

ARTICLE 8

(1) With a view to a more effective imposition of the taxes referred to in Title I of the present Convention and in the tax Convention of July 25, 1939, and to the prevention of fraud in the case of such taxes, the Contracting States agree that their competent authorities will exchange all the information which they possess or can procure under their respective laws that may be of use to the competent authorities for these purposes. The information transmitted under the provisions of this Convention by one of the Contracting States to the other Contracting State shall not be published, revealed or disclosed to any person except to the extent permitted under the laws of the latter State with respect to similar information.

(2) In no case shall the provisions of this Title relating to disclosure of information in particular cases or to mutual assistance in the collection of taxes be construed so as to impose upon either of the Contracting States the obligation to carry out administrative measures at variance with the regulations and practice of either Contracting State or to supply particulars which are not procurable under its own legislation or information which is of such nature that it would involve violation of an industrial, business, or trade secret or compromise its security.

⁵ TS 885, *ante*, p. 977.

(3) The State to which application is made for information or assistance shall comply as soon as possible with the request addressed to it. If, for any of the reasons set forth above, it is unable to comply with such request it shall inform as soon as possible the State making the application.

ARTICLE 9

(1) In conformity with the provisions of the preceding Article the competent authorities of the United States will transmit without request to the competent authorities of the French Republic:

(a) As regards any person, corporation or other entity having an address in France and deriving from sources within the United States rents, dividends, interests, royalties (including income from authors' rights), income from trusts, salaries, wages, bonuses, pensions, annuities, or other fixed or determinable periodical income, the name and address of such person, corporation or other entity as well as the amount of such income.

(b) As regards—

(A) a decedent who was a citizen of, or domiciled in, the United States, any information disclosed by United States estate tax records relative to property of such decedent situated in France; and

(B) a decedent domiciled in France, any information disclosed by United States estate tax records relative to property of such decedent situated in the United States.

(c) Any particulars which the competent authorities of the United States may obtain from banks, savings banks or other similar institutions concerning assets belonging to individuals whose addresses are in France or to French corporations or other entities, as well as information on the amount of payments of coupons from securities which are made to the account of these persons.

(d) Any particulars which the competent authorities of the United States may obtain from inventories in the case of property passing on death concerning debts contracted with individuals whose addresses are in France or French corporations or other entities.

(2) The information referred to in subparagraph (a) of paragraph (1) of this Article will be transmitted as soon as possible after December 31 of each year. The information referred to in subparagraphs (b), (c) and (d) of paragraph (1) of this Article will be transmitted as soon as practicable in the course of audit of estate tax cases.

ARTICLE 10

(1) In conformity with the provisions of Article 8, and independently of the enumeration below, the competent authorities of the French Republic

will transmit spontaneously to the competent authorities of the United States information which they can obtain on the existence of property belonging to the estates of persons, domiciled at the moment of their death either in France or in the United States or of citizens of the United States, and which may be taxable under the estate tax laws of the United States.

(2) They will furnish in particular to these authorities:

(a) the copy of the transcript of the report of the opening of safety boxes or sections of safety boxes which were rented by the decedents or their spouses if these persons were domiciled in the United States or if they were citizens thereof;

(b) the copy of the transcript of the reports of the inventory of the content of sealed envelopes and locked boxes deposited by said persons with bankers, brokers or other persons receiving habitually deposits of this type;

(c) the copy of the lists of securities, cash or documents of evidence of value belonging to the estate of a person domiciled in the United States transmitted by corporations or companies, brokers, bankers, ministerial officers (notaries), business agents, custodians;

(d) the report of the opening of each individual or joint account opened with one of the persons designated under the preceding subparagraph and concerning one or more citizens of the United States.

(3) They will also furnish to these authorities:

(a) the name and address of each natural or juridical person having an address in the United States and drawing from sources situated in France income from immovables, dividends, interests, royalties, salaries, wages, bonuses, pensions, annuities, or other periodical (fixed or variable) incomes, accompanied by an indication for each of the said persons of the amount of this income;

(b) all information which they can obtain from banks, savings banks or other analogous institutions on assets belonging to persons who have an address in the United States or corporations or other United States juridical persons as well as information on the amount of payments of coupons from securities which are made to the account of these persons;

(c) all information which they can obtain from inventories at death concerning debts which are due to persons residing in the United States or corporations or other United States juridical persons.

(4) The information referred to in paragraph (2) and subparagraph (c) of paragraph (3) above will be transmitted as quickly as possible and as soon as it comes to the attention of the competent authorities of the French Republic; the information referred to under subparagraphs (a) and (b) to paragraph (3), as quickly as possible in the first six months of each year.

ARTICLE 11

The competent authorities of each of the Contracting States shall be entitled to obtain from the competent authorities of the other Contracting State information concerning concrete cases affecting natural or juridical persons as far as the application of the taxes referred to under Title I of the present Convention and the taxes under the tax Convention signed July 25, 1939 is concerned.

ARTICLE 12⁶

(1) The two Contracting States undertake to lend assistance and support to each other in the collection of the taxes to which the present Convention or the Convention of July 25, 1939, relates, together with interest, costs, and additions to the taxes and fines not being of a penal character according to the laws of the State requested, in the cases where the taxes are definitively due according to the laws of the State making the application.

(2) In the case of an application for enforcement of taxes, revenue claims of each of the Contracting States which have been finally determined will be accepted for enforcement by the State to which application is made and collected in that State in accordance with the laws applicable to the enforcement and collection of its own taxes.

(3) The application will be accompanied by such documents as are required by the laws of the State making the application, to establish that the taxes have been finally determined.

(4) If the revenue claim has not been finally determined, the State to which application is made will take such measures of conservancy (including measures with respect to transfer of property of nonresident aliens) as are authorized by its laws for the enforcement of its own taxes.

ARTICLE 13

(1) The competent authorities of the two Contracting States may prescribe regulations necessary to interpret and carry out the provisions of the present Convention and the Convention of July 25, 1939. With respect to those provisions relating to exchange of information and mutual assistance in the collection of taxes, such authorities may, by common agreement, prescribe rules concerning matters of procedure, forms of application and replies thereto, conversion of currencies, transfer of sums collected, minimum amounts subject to collection, payment of costs of collection, and related matters.

(2) Should any difficulty or doubt arise as to the interpretation or application of the present Convention or the Convention of July 25, 1939, or their relationship to Conventions between one of the Contracting States

⁶ For an amendment to art. 12, see protocol of May 17, 1948 (TIAS 1982), *post*, p. 1251.

and any other State, the competent authorities of the Contracting States may settle the question by mutual agreement.

ARTICLE 14

Any taxpayer who 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, or the Convention of July 25, 1939, relates, shall be entitled to lodge a claim with the State of which he is a citizen or, if the taxpayer is a corporation or other entity, with the State in which it is created or organized. Should the claim be upheld, the competent authority of each State may come to an agreement with the competent authority of the other State with a view to equitable avoidance of the double taxation in question.

ARTICLE 15

As used in the present Convention, the term "competent authorities" means, in the case of the United States of America, the Commissioner of Internal Revenue or his duly authorized representative, and, in the case of the French Republic, the Chef du Service de la Coordination des Administrations Financières or his duly authorized representative.

TITLE IV

General Provisions

ARTICLE 16

Upon the coming into force of the present Convention, the provisions of Articles 20 to 26, inclusive, constituting Title II, of the Convention between the United States of America and the French Republic, signed at Paris on July 25, 1939, shall be superseded and replaced by the provisions of Articles 8 to 15, inclusive, constituting Title III, of the present Convention to the extent that such provisions may be applicable with respect to the taxes which are the subject of the Convention of July 25, 1939.

ARTICLE 17⁷

(1) So long as the present Convention shall be in force, either of the Contracting States may, by written notification to the other Contracting State through diplomatic channels, declare its desire that the operation of either

(a) Title I, and other provisions of the present Convention which may be applicable with respect to the taxes which are the subject of Title I, or

⁷ Art. 17 superseded and replaced by art. II of convention of June 22, 1956 (8 UST 843: TIAS 3844).

(b) the Convention of July 25, 1939 as modified and supplemented by the present Convention,

or both, shall extend to all or any of its colonies, overseas territories, protectorates, or territories under its mandate or trusteeship which impose taxes substantially similar to those which are the subject of Title I of the present Convention or which are the subject of the Convention of July 25, 1939, as the case may be.

(2) The provisions of the present Convention, or of the Convention of July 25, 1939 as modified and supplemented by the present Convention, with respect to which a notification is given in accordance with paragraph (1) of this Article, shall apply to the territory or territories named in such notification,

(a) as to the taxes which are the subject of Title I of the present Convention: in the case of persons who die on or after the date or dates specified in the notification (it being understood that such date or dates shall be not less than sixty days from the date of the notification), or, if no date is specified in respect of any such territory, on or after the date of such notification, or,

(b) as to the taxes which are the subject of the Convention of July 25, 1939: on and after the first day of January following the date of the notification (it being understood that such first day of January shall be not less than sixty days from the date of the notification),

unless, before the date on which the provisions would otherwise be applicable to a particular territory, the Contracting State to which the notification is given shall have informed the other Contracting State, in writing through diplomatic channels, that it does not accept such notification in respect of that territory. In the absence of such an extension, the provisions which are the subject of the notification shall not apply to any such territory.

(3) At any time after the expiration of a period of one year from the effective date of an extension made by virtue of paragraphs (1) and (2) of this Article, either of the Contracting States may, by a written notice of termination given to the other Contracting State through diplomatic channels, terminate the application of the provisions to any of the territories of the former State to which such provisions have been extended; in which case,

(a) in so far as concerns estates or inheritances in the case of persons who die on or after the date or dates specified in such notice (it being understood that such date or dates shall be not less than sixty days from the date of such notice), or, if no date is specified, on or after the sixtieth day after the date of such notice, or

(b) in so far as concerns the application of the Convention of July 25, 1939 as modified and supplemented by the present Convention, on and after

the first day of January following the date of such notice (it being understood that such first day of January shall be not less than sixty days from the date of the notice),

the provisions, as the case may be, shall cease to be applicable to the territory or territories named in such notice; provided, however, that this shall not affect the continued application of such provisions to the United States, to France, or to any other territory to which such provisions apply and which is not named in the notice of termination.

(4) For the application of any of the provisions to any territory to which it is extended by the United States or by the French Republic, references to "United States" or, as the case may be, "France", or to the territory of one (or of the other) Contracting State, shall be construed to refer to the territory to which such provisions shall have been extended.

(5) For the purposes of the present Convention, Algeria shall be considered to be a French territory to which the provisions of this Article shall apply.

ARTICLE 18

(1) The present Convention shall be ratified and the instruments of ratification shall be exchanged at Washington as soon as possible.

(2) The provisions of Title I, and the other provisions of the present Convention in so far as they may be applicable with respect to the taxes which are the subject of Title I, shall enter into force on the day of the exchange of instruments of ratification, and shall be applicable solely to estates or inheritances in the case of persons who die on or after that date.

(3) The provisions of Title II, and the other provisions of the present Convention in so far as they may be applicable with respect to the taxes which are the subject of the Convention of July 25, 1939 and of Title II of the present Convention, shall, except as otherwise provided in the present Convention, enter into force on the first day of January following the exchange of instruments of ratification.

ARTICLE 19

(1) The present Convention shall remain in force for a minimum period of five years after the date of the exchange of the instruments of ratification.

(2) If, not less than six months before the expiration of such period of five years, neither of the Contracting States shall have given to the other Contracting State, through diplomatic channels, written notice of its intention to terminate the present Convention, the Convention shall remain in force after such period of five years until either of the Contracting States shall have given notice of such intention, in which event

(a) the provisions of Title I, and the other provisions of the present Convention in so far as they may be applicable with respect to the taxes which

are the subject of Title I, shall not be effective as to estates or inheritances in the case of persons who die on or after the date (not being earlier than the sixtieth day after the date of the notice of termination) specified in such notice, or, if no date is specified, on or after the sixtieth day after the date of such notice; and

(b) the provisions of Title II, and the other provisions of the present Convention in so far as they may be applicable with respect to the taxes which are the subject of the Convention of July 25, 1939 and of Title II of the present Convention, shall not be effective on or after the first day of January following the expiration of a six-month period after the date of the notice of termination.

IN TESTIMONY WHEREOF, the Plenipotentiaries above-named have signed the present Convention and affixed thereto their seals.

DONE at Paris, in duplicate, in the English and French languages, this 18th of October 1946

For the Government of the United States of America:

JEFFERSON CAFFERY [SEAL]

For the Provisional Government of the French Republic:

G. BIDAULT [SEAL]

WAR MEMORIALS IN MILITARY CEMETERIES

*Exchange of notes at Paris August 7 and October 19, 1946, confirming
and continuing in force agreement of May 24 and July 11 and 12,
1924*

Entered into force October 19, 1946

Department of State files

The American Embassy to the Ministry for Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 1710

The Embassy of the United States of America presents its compliments to the Ministry for Foreign Affairs and, under instructions of its Government, has the honor to refer to the Embassy's Note No. 2768 of May 24, 1924, and the Ministry's replies thereto, No. 3 of July 11, 1924, and No. 26 of July 12, 1924.¹ These communications, copies of which are enclosed for the convenience of the Ministry, constitute an understanding that steps would be taken by the appropriate authorities of the French Government to prevent the erection of war memorials in national military cemeteries by American citizens unless previously authorized by the American Battle Monuments Commission.

It would be appreciated if the Embassy could receive the confirmation of the Ministry for Foreign Affairs that the understanding constituted by the exchange of communications referred to is still valid.

PARIS, August 7, 1946

THE MINISTRY FOR FOREIGN AFFAIRS
Paris

The Ministry for Foreign Affairs to the American Embassy

[TRANSLATION]

FRENCH REPUBLIC

The Ministry for Foreign Affairs presents its compliments to the Embassy of the United States and, with reference to its note No. 1710 of August 7,

¹ *Ante*, p. 942.

1946, has the honor to confirm that the French Government is disposed to maintain in force the arrangement concluded in 1924 between the United States and France with regard to the erection by American citizens of war memorial monuments in military cemeteries.

PARIS, *October 19, 1946*

EMBASSY OF THE UNITED STATES OF AMERICA
AT PARIS

VISA FEES

Exchange of notes at Washington November 20 and December 10, 1946

Entered into force January 1, 1947

Replaced October 1, 1947, by agreement of August 19 and September 4, 5, and 16, 1947¹

61 Stat. 2795; Treaties and Other
International Acts Series 1608

The Secretary of State to the French Ambassador

The Secretary of State presents his compliments to His Excellency the Ambassador of the French Republic and has the honor to refer to a conversation between Mr. Strauss and a member of the Department regarding the conclusion of an agreement between the Government of the French Republic and the United States Government relating to visa fees for non-immigrants who are nationals of either country, to take the place of the present agreement.²

It is understood that effective January 1, 1947, the French authorities will collect the following fees for the visa of a valid American passport covering the persons included therein who are members of the immediate family, entering France or any of its possessions: (1) transit visa valid for a stay not exceeding fifteen days, 325 francs; (2) visa valid for a stay for a period of sixteen days to one year, 400 francs; and (3) visa valid for a stay exceeding one year, 1200 francs.

The United States authorities will, on a corresponding basis, collect the following fees for the visa of a valid French passport covering the persons included therein who are members of the immediate family, entering the United States or any of its possessions: (1) transit visa valid for one or more entries during a period of one year from the date of issuance for such period as the immigration authorities may prescribe, not to exceed sixty days, \$2.75; and (2) a nonimmigrant passport visa valid for one or more entries during a period of one year from the date of issuance for such period as the immigration authorities may prescribe, subject to extension by such authorities without charge, \$3.50.

It will be appreciated if the Department may be informed whether the French Government is agreeable to the adoption of the foregoing schedule

¹ TIAS 1721, *post* p. 1210.

² Exchange of notes at Paris Jan. 12 and 14, 1938 (EAS 125, *ante*, p. 1026).

of visa fees for nonimmigrants who are bearers of French passports or American passports, in order that appropriate instructions may be sent to American diplomatic and consular officers.

DEPARTMENT OF STATE,

Washington, November 20, 1946

G.J.H.

The French Embassy to the Department of State

[TRANSLATION]

December 10, 1946

The French Embassy presents its compliments to the Department of State and has the honor to advise that its government has accepted the proposition contained in the note of the Department of State under date of November 20, regarding an agreement between American and French Governments relative to the fee of passports visas.

It is understood that effective January 1, 1947 the French authorities will collect the following fees for the visa of a valid American passport covering the persons included therein who are members of the immediate family, entering France or any of its possessions:

- (1) transit visa valid for a stay not exceeding fifteen days, 325 francs;
- (2) visa valid for a stay for a period of sixteen days to one year, 400 francs;
- (3) visa valid for a stay exceeding one year, 1200 francs.

The United States authorities will, on a corresponding basis, collect the following fees for the visa of a valid French passport covering the persons included therein who are members of the immediate family, entering the United States or any of its possessions:

- (1) transit visa valid for one or more entries during a period of one year from the date of issuance for such period as the immigration authorities may prescribe, not to exceed sixty days, \$2.75;
- (2) a non immigrant passport visa valid for one or more entries during a period of one year from the date of issuance for such period as the immigration authorities may prescribe, subject to extension by such authorities without charge, \$3.50;
- (3) visa valid for more than one year (immigrant visa), \$10.00./.

The French Embassy seizes this opportunity to renew to the Department of State the assurances of its highest consideration.

DEPARTMENT OF STATE,

Washington, D.C.

REPATRIATION AND LIBERATION OF GERMAN PRISONERS OF WAR

*Memorandum of understanding dated at Paris March 11 and 13, 1947,
with attached memorandum dated March 7, 1947*

Entered into force March 13, 1947

Expired in accordance with its terms

[For text, see 3 UST 445; TIAS 2405.]

EXTENSION OF TIME FOR FULFILLING CONDITIONS AND FORMALITIES OF COPYRIGHT LAWS

Exchange of notes at Washington March 27, 1947, with proclamation by the President of the United States

Entered into force March 27, 1947

*Terminated December 29, 1950, by proclamation of May 26, 1950*¹

61 Stat. 2829; Treaties and Other
International Acts Series 1610

EXCHANGE OF NOTES

The French Ambassador to the Acting Secretary of State

[TRANSLATION]

EMBASSY OF FRANCE
IN THE UNITED STATES

WASHINGTON, March 27, 1947

MR. SECRETARY OF STATE:

The Government of the French Republic has taken cognizance of the Act of the Congress of the United States of September 25, 1941,² which provides for extending, on a reciprocal basis, the time for the fulfilment of the conditions and formalities prescribed by the laws of the United States in the case of authors, copyright owners, or proprietors of works first produced or published abroad who have been prevented from complying with those formalities because of the disruption or suspension of the necessary facilities.

My Government requests me to inform you that, because of World War II, French nationals who are authors and copyright owners have been prevented, since the outbreak of hostilities between France and Germany on September 3, 1939, from fulfilling the formalities prescribed by the laws of the United States.

It is the desire of the French Government that French nationals whose works are eligible for copyright in the United States be permitted to benefit,

¹ 64 Stat. (2) A413.

² 55 Stat. 732.

in accordance with the procedure provided in the Act of September 25, 1941, by the extension of time granted for fulfilling those formalities.

In this connection, the French Government has requested me to invite Your Excellency's attention to the following provisions of French legislation regarding copyright:

1. The law of July 19, 1793 protects the author during his entire life-time against the pirating of a work published in France. This right belongs to the heirs of the author for fifty years after the latter's death. This time limit was increased to 56 years and 152 days by the Law of February 3, 1919, for works published before December 31, 1920 which had not become public property at the time of the promulgation of the said law. No deposit, declaration or tax payment is necessary in order that the persons concerned may enjoy such right.

2. The Act called Law of July 22, 1941, extended the rights of the heirs and assigns of the authors until the end of the year following the signature of the peace treaties.

3. The Decree-Law of March 28, 1852 extended to works published abroad the protection granted to works published in France: that Decree assures to foreigners the same protection as that which is granted to them by their own national laws. For example, an American work is not protected in France for the duration of the author's life plus 56 years and 152 days, but for 28 years plus 28 years (on proof that the copyright has been renewed in the United States for the second period of 28 years). Furthermore, aliens cannot have in France more rights than have French nationals.

4. This very liberal legislation, which is not subject to reciprocity, was kept in force during the war. American authors have accordingly suffered no prejudice to their rights in France because of the war.

The French Government would, therefore, greatly appreciate it if the President of the United States would proclaim, in accordance with the Act of September 25, 1941, that, by reason of the conditions which existed for several years after September 3, 1939, French citizens who are the authors, copyright owners, or proprietors of works which were first produced or published outside the United States and which are eligible for copyright or renewal under the laws of the United States, have been temporarily unable to comply with the conditions and formalities prescribed, with respect to such works, by the laws of the United States.

By reason of the fact that the aforesaid French Law of July 22, 1941 extends the rights of the heirs and assigns of authors until the end of the year following the signature of the peace treaties, the French Government would further appreciate receiving the assurance that the extension of time provided by the proclamation of the President of the United States will be for a period of at least one year from the date of its coming into force and,

should the occasion arise, liable to extension by agreement between the two Governments.

Please accept, Mr. Secretary of State, the assurance of my very high consideration.

H. BONNET

His Excellency

DEAN ACHESON,
*Acting Secretary of State,
Washington, D.C.*

The Acting Secretary of State to the French Ambassador

DEPARTMENT OF STATE

WASHINGTON

March 27 1947

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's note of today's date in which you refer to the Act of Congress approved September 25, 1941 which authorizes the President to extend by proclamation the time for compliance with the conditions and formalities prescribed by the copyright laws of the United States of America with respect to works first produced or published outside the United States of America and subject to copyright under the laws of the United States of America when the authors, copyright owners, or proprietors of such works are or may have been temporarily unable to comply with those conditions and formalities because of the disruption or suspension of the facilities essential to such compliance.

You state that by reason of conditions arising out of World War II authors, copyright owners, and proprietors who are citizens of France have lacked during several years of the time since the outbreak of the war between France and Germany on September 3, 1939 the facilities essential to compliance with and to the fulfillment of the conditions and formalities established by the laws of the United States of America relating to copyright.

You express the desire of the Government of the French Republic that, in accordance with the procedure provided in the Act of September 25, 1941, the time for fulfilling the conditions and formalities of the copyright laws of the United States of America be extended for the benefit of citizens of France whose works are eligible to copyright in the United States of America.

You invite attention to the very favorable legislation in France which was kept in force during the war and point out that, as a consequence, American authors have suffered no prejudice to their rights in France because of the war.

I have the honor to inform Your Excellency that the President has issued today a proclamation, a copy of which is annexed hereto, declaring and proclaiming pursuant to the provisions of the aforesaid Act of September 25, 1941 on the basis of the favorable treatment accorded by France to authors and copyright proprietors of the United States of America that as regards (1) works of citizens of France which were first produced or published outside the United States of America on or after September 3, 1939 and subject to copyright under the laws of the United States of America and (2) works of citizens of France subject to renewal of copyright under the laws of the United States of America on or after September 3, 1939, there has existed during several years of the time since September 3, 1939 such disruption or suspension of facilities essential to compliance with the conditions and formalities prescribed with respect to such works by the copyright laws of the United States of America as to bring such works within the terms of the said Act of September 25, 1941; and that accordingly the time within which compliance with such conditions and formalities may take place is extended with respect to such works until the day on which the President of the United States of America shall, in accordance with the said Act, terminate or suspend that declaration and proclamation. That proclamation provides that it shall be understood that the term of copyright in any case is not and cannot be altered or affected by the President's action and that the extension is subject to the proviso of the said Act of September 25, 1941 that no liability shall attach under the copyright act for lawful uses made or acts done prior to the effective date of that proclamation in connection with the works to which it relates, or in respect to the continuance for one year subsequent to such date of any business undertaking or enterprise lawfully undertaken prior to such date involving expenditure or contractual obligation in connection with the exploitation, production, reproduction, circulation, or performance of any such work.

In accordance with the proposal made by Your Excellency in the note under acknowledgment, the extension of time provided by that proclamation will continue for at least one year from today's date, subject to extension on agreement between the two Governments.

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

DEAN ACHESON
Acting Secretary of State

Enclosure:

Copy of proclamation.

His Excellency

HENRI BONNET,

Ambassador of the French Republic.

UNITED STATES PROCLAMATION
COPYRIGHT EXTENSION: FRANCE

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

WHEREAS by the act of Congress approved September 25, 1941 (55 Stat. 732) the President is authorized, on the conditions prescribed in that act, to grant an extension of time for the fulfilment of the conditions and formalities prescribed by the copyright laws of the United States of America with respect to works first produced or published outside the United States of America and subject to copyright or to renewal of copyright under the laws of the United States of America, including works subject to *ad interim* copyright, by nationals of countries which accord substantially equal treatment to citizens of the United States of America; and

WHEREAS satisfactory official assurances have been received that under the law of France treatment substantially equal to that authorized by the aforesaid act of September 25, 1941 is accorded in France to citizens of the United States of America; and

WHEREAS the aforesaid official assurances are embodied in a note dated this day from the Ambassador of France at Washington to the Secretary of State of the United States of America; and

WHEREAS by virtue of a proclamation by the President of the United States of America dated April 9, 1910 (36 Stat. 2685) citizens of France are, and since July 1, 1909 have been, entitled to the benefits of the act of Congress approved March 4, 1909 (35 Stat. 1075) relating to copyright, other than the benefits of section 1 (e) of that act; and

WHEREAS by virtue of a proclamation by the President of the United States of America dated May 24, 1918 (40 Stat. 1784), the citizens of France are, and since May 24, 1918 have been, entitled to the benefits of section 1 (e) of the aforesaid act of March 4, 1909;

NOW, THEREFORE, I, HARRY S. TRUMAN, President of the United States of America, under and by virtue of authority vested in me by the aforesaid act of September 25, 1941, do declare and proclaim:

That with respect to (1) works of citizens of France which were first produced or published outside the United States of America on or after September 3, 1939 and subject to copyright under the laws of the United States of America, and (2) works of citizens of France subject to renewal of copyright under the laws of the United States of America on or after September 3, 1939, there has existed for several years of the time since September 3, 1939 such disruption or suspension of facilities essential to compliance with the conditions and formalities prescribed with respect to such works by the copyright laws of the United States of America as to bring such works within the terms of the aforesaid act of September 25, 1941; and

that accordingly the time within which compliance with such conditions and formalities may take place is hereby extended with respect to such works until the day on which the President of the United States of America shall, in accordance with that act, terminate or suspend the present declaration and proclamation.

It shall be understood that the term of copyright in any case is not and cannot be altered or affected by this proclamation, and that, as provided by the aforesaid act of September 25, 1941, no liability shall attach under the Copyright Act for lawful uses made or acts done prior to the effective date of this proclamation in connection with the above-described works, or in respect to the continuance for one year subsequent to such date of any business undertaking or enterprise lawfully undertaken prior to such date involving expenditure or contractual obligation in connection with the exploitation, production, reproduction, circulation, or performance of any such work.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the United States of America to be affixed.

DONE at the City of Washington this twenty-seventh day of March, in the year of our Lord nineteen hundred and forty-seven and of the Independence of the United States of America the one hundred seventy-first.

HARRY S. TRUMAN [SEAL]

By the President:

DEAN ACHESON

Acting Secretary of State

RESTORATION OF CERTAIN INDUSTRIAL PROPERTY RIGHTS AFFECTED BY WORLD WAR II

Agreement signed at Washington April 4, 1947

Entered into force November 10, 1947

*Supplemented by agreement of October 28, 1947*¹

61 Stat. 3316; Treaties and Other
International Acts Series 1667

AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND FRANCE CONCERNING THE RESTORATION OF CERTAIN INDUSTRIAL PROPERTY RIGHTS AFFECTED BY WORLD WAR II

The Government of the United States of America and the Government of the French Republic,

Being desirous of remedying the effects on industrial property rights of their nationals resulting from World War II by concluding an agreement for extending the rights of priority in patent matters and the times for taking action with respect to patents and patent applications, and related matters,

Have agreed as follows:

ARTICLE I

The periods of priority provided by Article 4 of the Convention of Union of Paris for the Protection of Industrial Property, last revised at London on June 2, 1934,² and by the laws of the respective countries in accordance therewith, for the filing of applications for patents or designs and models, which had not expired on September 8, 1939, and those which have arisen since that date, are extended by each of the countries, in favor of the nationals of the other country, until August 7, 1947.

Documents required for support of a claim of priority may be filed before the expiration of six months from the date of filing of the application.

Patents already issued without a claim for priority shall benefit from the provisions of the first paragraph of this Article on the condition that the request for priority and the required documents be filed by August 7, 1947.

¹ TIAS 1725, *post*, p. 1222.

² TS 941, *ante*, vol. 3, p. 228.

ARTICLE II

Applications for patents or designs and models in one of the countries by nationals of the other country, considered as abandoned or forfeited since September 8, 1939, are restored, and the time for the payment of any fee, or the taking of any action or the accomplishment of any formality prescribed by the laws of each country with respect to applications for patents or designs and models which had not expired on September 8, 1939, or which arose after that date, is extended to August 7, 1947, without additional tax.

ARTICLE III

Patents or designs and models obtained pursuant to the present Agreement shall not affect the right of third parties, or their agents or successors in business, who, before August 8, 1946, or before the date of the restoration of an application under Article II, have in good faith begun the working of an invention, design, or model, to continue such working, or the right of those bona fide in possession of patents and applications for patents, designs, or models, or their agents or licensees before August 8, 1946, to use the inventions covered by such patents or applications for patents or designs and models.

ARTICLE IV

The duration of patents obtained pursuant to the present Agreement by nationals of each of the two countries shall not exceed twenty years from the day of the first application filed. The dates on which annual taxes are due under the laws of France shall remain unchanged.

Nothing in the present Agreement shall be construed to extend the time for filing requests for extensions of the duration of patents authorized by the French law concerning exceptional extension of the duration of patents on account of the war.

ARTICLE V

Nationals of the United States of America may pay up to August 7, 1947:

1. those annual taxes for patents which could have been paid on September 8, 1939, accompanied by any additional delay fee due on that date, and
2. the annual taxes due since September 8, 1939, without any additional delay fees, and in such cases the payments will be considered as having been made in time.

ARTICLE VI

The period between September 8, 1939 and the date of the coming into force of the present Agreement shall not be taken into account in the term provided for the working of a patent.

ARTICLE VII

In no case shall the present Agreement invalidate a judicial decision regarding the validity of a patent rendered prior to the date of the coming into force of the present Agreement.

ARTICLE VIII

Trade-mark registrations in one of the countries, of the nationals of the other country, which have expired since September 8, 1939, may be renewed before June 30, 1948, and such renewals shall have retroactive effect to the date of the expiration of the normal term of the expired registrations.

ARTICLE IX

The rights granted by the present Agreement to nationals of the United States of America shall also be granted to French nationals residing in the United States of America.

Each Government shall deliver to the other Government a notice that it has accepted the present Agreement in accordance with its law and has taken all steps necessary to enable it to carry out all its obligations under the present Agreement.

The present Agreement shall come into force on the day the said notices are delivered by each Government to the other. If the said notices are delivered on different days, the Agreement shall come into force on the day of the delivery of the notice later³ in time.

Done in duplicate, at Washington, in the English and French languages, each equally authentic, on April 4, 1947.

For the United States of America:
DEAN ACHESON

For the French Republic:
H. BONNET

³ By note no. 254 dated July 21, 1947, received in the Department of State July 22, 1947, the French Embassy in Washington notified the Department of State of the approval of this agreement by the French Parliament. By a memorandum dated Nov. 10, 1947, delivered on that date, the Department of State notified the French Embassy in Washington of the acceptance of this agreement by the Government of the United States of America.

EXPORTS OF COAL FROM WESTERN ZONES OF GERMANY

Exchange of notes at Moscow April 19, 1947

Entered into force April 19, 1947

Expired in accordance with its terms

62 Stat. 4064; Treaties and Other
International Acts Series 2109

The Secretary of State to the Minister of Foreign Affairs

DELEGATION OF THE
UNITED STATES OF AMERICA

[Moscow]

April 19th, 1947

DEAR MONSIEUR BIDAULT,

In agreement with the United Kingdom Secretary of State for Foreign Affairs ¹ I send you herewith the proposals for a sliding scale for coal exports from the three Western Zones as at present constituted which have been prepared as a result of conversations which have taken place during the past few days between your representatives and those of Mr. Bevin and myself.

In my conversation with the President of the Republic, M. Auriol, I gave him assurance of the desire of my Government to make every effort to assist France in meeting her requirements for coal. We have now made the fullest efforts possible to meet the requirements for coal of France and the countries represented in the European Coal Organization, bearing in mind the necessity for rehabilitating the peaceful industries of Germany with the object of bringing the German economy into balance as quickly as possible in accordance with the American and British programs.

I hope to learn that you accept the proposals made at the production levels shown in the sliding scale. It is the intention that the percentages of the sliding scale shall apply for the second half of 1947. At the end of the year

¹ For similar exchange of notes between the British Secretary of State for Foreign Affairs and the French Minister of Foreign Affairs, see British Treaty Series No. 53 (1947).

the position can be examined again in the light of the conditions then prevailing.

Faithfully yours,

G. C. MARSHALL

Monsieur GEORGES BIDAULT

*Minister of Foreign Affairs of the
French Republic*

PROJECTED SCALE OF EXPORT AND INTERNAL ALLOCATION OF COAL FOR
THE THREE WESTERN ZONES OF GERMANY, IN RELATION TO FUTURE
LEVEL OF COAL PRODUCTION.

(Thousands of metric tons).

Daily Output Ruhr-Aachen plus Saar (net merchantable coal, excluding raw brown coal, in terms of hard coal equivalent).	Percent Allocated to Export	Estimated Monthly Export Tonnage	Estimated Monthly Internal Tonnage
280	21.0	1187	4465
290	21.5	1262	4608
300	21.5	1309	4778
310	22.0	1387	4917
320	22.5	1467	5055
330	22.5	1516	5223
340	23.0	1602	5365
350	23.5	1691	5505
360	24.0	1782	5642
370	25.0	1913	5739

- Notes: 1. Monthly figures are for calendar months of 25 working days.
2. Exports represent total exports (including exports to Austria, to countries belonging to the European Coal Organisation and bunker coal).
3. It is anticipated that allocations will be made quarterly with later adjustments as required. Assistance may be required from the importing countries to move the contemplated tonnages of export coal.

The Minister of Foreign Affairs to the Secretary of State

[TRANSLATION]

FOREIGN AFFAIRS
THE MINISTER

[Moscow]
April 19, 1947

MR. SECRETARY OF STATE:

I have the honor to acknowledge receipt of your letter of April 19 concerning exports of coal from the three western zones of Germany. I am pleased to note that you have, in large measure, complied with the requests which were made long ago by the French Government, in fixing, by a formula of general application, the amount of exports of coal as a function of German production. Although still far from what we had expected, the

figures which are enclosed with your letter constitute an effort on your part and on that of the United States Government to understand, which we appreciate, knowing the cares which you have echoed. I thank you therefore for this communication, of which I take note.

However, on account of the difference which exists between what we can expect from your proposals and the minimum vital requirements of French economy, as I have defined them in the name of the French Government, I request you to be good enough to lend us your assistance in the Saar question and its repercussions on our coal situation.

I request that, when the economic annexation of the Saar to France has been decided upon, you will be so good as to consent to make a joint notification of this decision to the European Coal Organization (ECO). In making this notification, please indicate that France will, in the future, lay before the ECO the supplies and requirements of France and the Saar as a whole, and invite that organization to draw conclusions from this new situation. I should value your approval of the provisions contained in the notes which we exchange and of which I accept the terms.

Please accept, Mr. Secretary of State, the assurances of my very high consideration.

BIDAULT

Mr. GEORGE C. MARSHALL,
Secretary of State
of the United States of America.

The Secretary of State to the Minister of Foreign Affairs

DELEGATION OF THE
UNITED STATES OF AMERICA

[Moscow]
April 19th, 1947

DEAR MONSIEUR BIDAULT,

In answer to your letter of April 19th in reply to my letter of the same date, about the export of coal from the three Western Zones of Germany, I am happy to state that the arrangements contained in these letters have my approval.

Faithfully yours,

G. C. MARSHALL

Monsieur GEORGES BIDAULT
Minister of Foreign Affairs of the
French Republic

AIR SERVICE FACILITIES

*Exchange of notes at Paris May 8 and 17, 1947, amending agreement
of June 18, 1946*

Entered into force May 17, 1947

61 Stat. 4095; Treaties and Other
International Acts Series 1853

The American Ambassador to the Minister of Foreign Affairs

No. 2516

PARIS, May 8, 1947

EXCELLENCY:

I have the honor to refer to my note No. 1516 of June 18, 1946, and Your Excellency's reply thereto which constitute the Air Service Agreement ¹ between our two governments.

I am now directed to substitute Dijon, Chateau Thierry, and Le Bourget in lieu of Cape Camerat, Le Havre, and Querqueville (Cherbourg) due to relocation of the facilities under reference.

If the Government of France is agreeable to this substitution, a favorable reply from Your Excellency, together with this letter, will be considered as constituting an amendment to the above-mentioned Air Service Agreement.

I take this occasion to renew to Your Excellency the assurances of my highest consideration.

JEFFERSON CAFFERY

His Excellency

GEORGES BIDAULT,
*Minister of Foreign Affairs,
Paris.*

¹ TIAS 1852, *ante*, p. 1172.

The Minister of Foreign Affairs to the American Ambassador

[TRANSLATION]

FRENCH REPUBLIC
MINISTRY FOR FOREIGN AFFAIRS

Liberty-Equality-Fraternity

CL/JP
Office of Technical Agreements

PARIS

MR. AMBASSADOR:

Your Excellency was good enough to bring to my attention, by means of note No. 2.516 dated the 8th of this month, the importance attached to the substitution of Dijon, Chateau-Thierry and Le Bourget for Cape Camerat, Le Havre and Querqueville—(Cherbourg) which were mentioned in our exchange of letters of June 18, 1946, in view of the fact that the locations of the installations to aid air navigation originally located at the latter points have been subsequently transferred to the first named places.

I have the honor to inform Your Excellency that the French Government cannot but agree to the substitution.

In accordance with the proposal contained in Your Excellency's letter mentioned above, the said letter and the present answer thereto constitute an amendment to the exchange of notes of June 18, 1946.

Please accept, Mr. Ambassador, the assurances of my very high consideration.

For The Minister of Foreign Affairs
and by delegation

The Director General
Hervé ALPHAND

May 17, 1947

His Excellency

JEFFERSON CAFFERY,

Ambassador of the United States,
Paris.

VISA FEES

Exchanges of notes at Washington August 19 and September 4, 5 and 16, 1947

Entered into force September 16, 1947; operative October 1, 1947

61 Stat. 3776; Treaties and Other
International Acts Series 1721

The French Embassy to the Department of State

[TRANSLATION]

EMBASSY OF FRANCE
IN THE UNITED STATES
No. 340 SCA 4-1

WASHINGTON

The Embassy of France presents its compliments to the Department of State and has the honor to inform it of the following:

The French Government, having revised its schedule of rates for chancellery services, is desirous of concluding with the Government of the United States a new reciprocal agreement replacing the Agreement of December 10, 1946,¹ the stipulations of the new agreement to be in harmony with the new provisions decreed in France.

The new schedule of rates provides for three categories of visas:

For from one day to three months

For one year, valid for any number of stays, each stay not to exceed three months

For more than three months, allowing, in fact, a permanent stay, it being required that foreigners staying in France more than three months present an identification card which is valid for three years and which is renewable.

Subject to those conditions, the French Government proposes an agreement on the following bases:

Visa for a short stay valid for from one day to three months

325 francs (\$2.75)

Visa valid for one year, for several trips, each stay not to exceed three months

500 francs (\$4.20)

Visa for establishing residence for more than three months

1,200 francs (\$10.08)

¹ TIAS 1608, *ante*, p. 1193.

The Embassy would be very grateful if the Department of State would be good enough to inform the Embassy whether it is in agreement with these proposals. If the latter are accepted, they may constitute the subject of an exchange of notes at a date in the very near future, with the result that the new agreement may come into effect on October 1, 1947.

The Embassy avails itself of the occasion of the present note to renew to the Department of State the assurances of its very high consideration.

J. S.

Washington, August 19, 1947

DEPARTMENT OF STATE,
Washington, D.C.

The Acting Secretary of State to the French Ambassador

The Acting Secretary of State presents his compliments to His Excellency the Ambassador of France and has the honor to refer to the Embassy's note no. 340 SCA 4-1 dated August 19, 1947 suggesting a revision of the agreement dated December 10, 1946 relating to visa fees for nonimmigrants.

The note referred to suggests that on and after October 1, 1947 the following visa fees be prescribed for the visa of a valid American passport covering the persons included therein proceeding to France or any of its possessions:

A visa valid for one entry during a period of one year permitting a stay of from one day to three months, 325 francs (equivalent to \$2.75);

A visa valid for any number of entries during a period of one year permitting a stay, on each entry, not to exceed three months, 500 francs (equivalent to \$4.20);

A visa valid for any number of entries during a period of one year permitting a stay, on each entry, of over three months, 1200 francs (equivalent to \$10.08).

The proposal referred to is agreeable to the United States Government.

It is contemplated that on and after October 1, 1947 the following visa fees will be prescribed for collection in the case of French nationals holding valid passports proceeding to the United States or any of its possessions:

A transit visa valid for one entry during a period of one year from the date of issuance, \$2.75;

A nonimmigrant passport visa valid for one or more entries during the period of one year permitting a stay in the United States upon each entry for such period as may be indicated by the immigration authorities, \$4.25;

An immigration visa, \$10.00.

It will be appreciated if the Department may be informed whether the proposal referred to is agreeable to the French Government in order that appropriate notification may be sent to American missions and consular offices regarding the fees to be collected on and after October 1, 1947 in the cases of French nationals proceeding to the United States and its possessions.

G. J. H.

DEPARTMENT OF STATE,
Washington, September 4, 1947.

The French Embassy to the Department of State

[TRANSLATION]

EMBASSY OF FRANCE
IN THE UNITED STATES
No. 366 SCA 4-1

WASHINGTON

The Embassy of France presents its compliments to the Department of State and, in reference to its note No. 340 of August 19 last, has the honor to inform the Department of State that at the request of the Embassy of the United States at Paris the French Government is prepared to provide a supplementary category for a visa valid for two years for any number of entries, each stay not to exceed three months. Such visa would call for a double fee and, consequently, would cost 1,000 francs (\$8.40). Under such conditions, the agreement which the French Government proposed by the above-mentioned note would be on the following bases:

Visa for a short stay valid for from one day to three months

325 francs (\$2.75)

Visa valid for one year, for any number of entries, each stay not to exceed three months

500 francs (\$4.20)

Visa for two years for any number of entries, each stay not to exceed three months

1,000 francs (\$8.40)

Visa for a stay of more than three months

1,200 francs (\$10.08)

The Embassy would be grateful if the Department of State would be good enough to inform the Embassy whether it is in agreement with these proposals.

MC

The Embassy avails itself of the occasion of the present note to renew to the Department of State the assurances of its very high consideration.

WASHINGTON, *September 5, 1947*

DEPARTMENT OF STATE,
Washington, D.C.

The Secretary of State to the French Ambassador

The Secretary of State presents his compliments to His Excellency the Ambassador of France and has the honor to refer to the Department's note of September 4, 1947, and to the Embassy's note no. 366 SCA 4-1 dated September 5, 1947, relating to visa fees for nonimmigrants.

The Government of the United States of America accepts the proposal referred to in the Embassy's note of September 5, 1947 upon a reciprocal basis and, accordingly, American consular officers have been informed that effective October 1, 1947 the following visa fees have been prescribed for the visa of a valid American or French passport :

For holders of American passports entering France or any of its possessions—

1. Visa valid for one entry during a period of one year permitting a stay of from one day to three months, 325 francs;
2. Visa valid for any number of entries during a period of one year permitting a stay, on each entry, not to exceed three months, 500 francs;
3. Visa valid for any number of entries during a period of two years permitting a stay, on each entry, not to exceed three months, 1,000 francs;
4. Visa valid for any number of entries during a period of two years permitting a stay, on each entry, of over three months, 1,200 francs;

For holders of French passports entering the United States or any of its possessions—

1. Transit visa valid for one application for entry during a period of one year from the date of issuance, \$2.75;
2. Nonimmigrant passport visa valid for one or more applications for entry during a period of one year; the stay in the United States upon each entry will be for such period as may be fixed by the immigration authorities, \$4.25;
3. Nonimmigrant passport visa valid for one or more applications for entry during a period of two years; the stay in the United States upon each entry will be for such period as may be fixed by the immigration authorities, \$8.50.

The immigration visa fee remains unchanged.

G.J.H.

DEPARTMENT OF STATE,
Washington, September 16, 1947.

The French Embassy to the Department of State

[TRANSLATION]

EMBASSY OF FRANCE
IN THE UNITED STATES

No. 387 SCA 4-1

WASHINGTON

The Embassy of France presents its compliments to the Department of State and has the honor to refer to the note of the Department of State dated September 16, 1947 concerning a new reciprocal agreement relating to passport visa fees, replacing that of December 10, 1946.

The Embassy of France has the honor to inform the Department of State that the French Government accepts the proposals contained in the above-mentioned note and that the following fees will be prescribed as soon as the French consular authorities can receive the necessary instructions for valid passport visas of American citizens entering France or the French possessions.

1. Visa valid for one entry during a period of one year permitting a stay of from one day to three months 325 francs
2. Visa valid for any number of entries during a period of one year permitting a stay, on each entry, not to exceed three months 500 francs
3. Visa valid for any number of entries during a period of two years permitting a stay, on each entry, not to exceed three months 1,000 francs
4. Visa valid for any number of entries during a period of two years permitting a stay, on each entry, of over three months 1,200 francs

For holders of French passports entering the United States or any of its possessions:

1. Transit visa valid for one application for entry during a period of one year from the date of issuance \$2.75
2. Nonimmigrant passport visa valid for one or more applications for entry during a period of one year; the stay in the United States upon each entry will be for such period as may be fixed by the immigration authorities \$4.75
3. Nonimmigrant passport visa valid for one or more applications for entry during a period of two years; the stay in the United States upon such entry will be for such period as may be fixed by the immigration authorities \$8.50

The immigration visa fee remains unchanged.

The Embassy of France avails itself of the occasion of the present note to renew to the Department of State the assurances of its very high consideration.

WASHINGTON, *September 16, 1947*

M.C.

DEPARTMENT OF STATE,
Washington, D.C.

WAR GRAVES

Agreement signed at Paris October 1, 1947

Entered into force October 1, 1947

*Implemented and completed by agreement of March 19, 1956*¹

61 Stat. 3767; Treaties and Other
International Acts Series 1720

AGREEMENT CONCERNING THE INTERMENT IN FRANCE AND IN TERRITORIES OF THE FRENCH UNION OR THE REMOVAL TO THE UNITED STATES OF THE BODIES OF AMERICAN SOLDIERS KILLED IN THE WAR OF 1939–1945

The Government of the United States of America and the Government of the French Republic, having resolved to facilitate the burial in French territory or the removal to their own country of the bodies of American soldiers killed in the war of 1939–1945, the undersigned, duly authorized for this purpose, have agreed on the following provisions:

SECTION I

Creation of permanent cemeteries and commemorative monuments called "Fields of Honor"

Article 1. The French Government grants to the Government of the United States of America, gratis, and for unlimited duration, the free disposition of the terrains situated in France and in territories of the French Union, chosen and utilized either as permanent cemeteries for the burial of American victims of the war of 1939–1945, or for the construction of monuments commemorative of the exploits of the Armed Forces of the United States in the course of this same war. However, by the terms of the decree of October 14, 1946, these terrains shall remain the property of the French State.

Article 2. The location of the cemeteries and monuments shall be subject to the prior approval of the French Government.

Article 3. The free disposition specified in Article 1 allows to the Government of the United States the right to proceed with all arrangements deemed necessary for the permanent cemeteries, as well as with the con-

¹ 7 UST 561; TIAS 3537.

struction of the monuments, and of all necessary buildings and approach roads. However, the Government of the United States shall see that the appropriated installations maintain good sanitary conditions. These arrangements and constructions shall be free of all taxation.

Article 4. The Government of the United States takes responsibility for the supervision and maintenance of the cemeteries and monuments as well as for the payment of salaries and other expenses resulting therefrom.

Article 5. The provisions of the present Agreement relative to the supervision, maintenance, and administration of the permanent cemeteries and monuments are applicable to those of the war of 1914-1918 as well as to those of the war of 1939-1945.

SECTION II

Procedure relative to the interment and exhumation of the remains, their reinterment in France or removal to the United States

Article 6. The Government of the United States may establish and maintain, in France and in the territories of the French Union, provisional cemeteries and may possess the equipment necessary for the assembling, the identification, and the provisional burial of the remains. It may likewise proceed with the exhumation of the remains and with their removal to permanent cemeteries for the purpose of burial or to ports for the purpose of repatriation to the United States. These provisions may also be applicable in the case of remains brought from other countries. They will be exempt from all taxation as well as from all customs formalities or dues.

Article 7. The Government of the United States shall not be subject to the existing laws and regulations regarding permits for burial, exhumation and removal of the remains, but it agrees to execute these operations in such a manner that they will not constitute a danger to the public health and to make all necessary sanitary arrangements toward this end.

Article 8. The French Government shall grant all facilities for transportation, lodging of personnel, installation of offices and warehouses, as well as for labor to be employed in the execution of the proposed works, provided that the previous agreement of the competent French authorities be obtained and that all expenses incurred be settled in conformity with the rates in force.

SECTION III

General Provisions

Article 9. The Government of the United States may import into France or territories of the French Union, from any country, the material and supplies which are necessary for the execution of all operations mentioned in the present agreement.

These materials and supplies will be admitted temporarily free of duty under the following conditions:

a) "Materials and vehicles for transport by air, road or water imported will be placed, upon their entry into France, under Customs certificates without deposits, of two years' duration and renewable. These certificates will be returned to the Customs Service and turned in at the time of re-exportation of the material and vehicles.

b) "All consumable materials destined for the construction, the decoration or the maintenance of tombs, cemeteries or monuments will be subjected, at the time of their importation, to a Customs receipt without deposit, which will be returned to the issuing officer after having received endorsement either from the responsible director of the American Depot for storing and sorting such material (the name of this person shall previously have been communicated to the French customs administration) or from the municipal authority of the locality of destination or by the responsible director of the cemetery concerned indicating that the material or other consumable products in question have been put to the use for which intended."

The products included in this second category, which would no longer be used in France, shall be re-exported or become subject to tax.

Article 10. The French Government is prepared, within the framework of existing regulations, to grant complete freedom of movement to American personnel designated by the Government of the United States for entrance into or departure from the territories of France and the French Union.

Motor vehicles belonging to American personnel shall have the privilege, upon their entry into France, of being admitted temporarily free of duty, under customs receipts without deposit issued by the French customs administration upon presentation of a certificate of employment signed by a duly authorized official of the American Graves Registration Command, whose name shall previously have been communicated to the French customs administration.

The Government of the United States may recruit and employ locally French laborers, provided they are paid in conformance with the tariffs and regulations in force.

Foreign laborers coming from the American Zone of Occupation in Germany shall be employed only in the territory of metropolitan France. They must have military status; they must wear a uniform and shall be subject to American military discipline as well as to American legislation, according to conditions specified by the agreements regulating the sojourn of the American Armed Forces in France. The Government of the United States will assume entire responsibility for these foreign workers and will take in this respect such measures as the French Government will deem indispensable, before their entry into French territory as well as during the course of the period in which they are stationed on said territory.

The Government of the United States agrees to assure the payment of salaries, indemnities and costs of social security for the labor it will employ.

SECTION IV

Final Provisions

Article 11. The present agreement, which replaces that of August 29, 1927,² shall become effective upon signature. It shall remain in force until the two Contracting Parties terminate it by common consent, but it can be terminated at any time, upon the desire of one of the parties, provided that notice be given to the other party a year in advance. Such termination shall not apply to the use of the terrains utilized for permanent cemeteries and memorials, including buildings constructed on said terrains.

Done at Paris, in duplicate, in the English and French languages, this first of October 1947.

For the Government of the United States of America

JEFFERSON CAFFERY

For the Government of the French Republic

H. TEITGEN

² TS 757, *ante*, p. 958.

RECRUITMENT OF VOLUNTARY LABOR FOR FRANCE IN UNITED STATES ZONE OF GERMANY

Exchange of notes at Paris October 25, 1947

Entered into force October 25, 1947

Obsolete

61 Stat. 4113; Treaties and Other
International Acts Series 1878

*The Secretary General of the Ministry for Foreign Affairs to the American
Ambassador*

[TRANSLATION]

FRENCH REPUBLIC
MINISTRY FOR FOREIGN AFFAIRS

Directorate of Administrative
and Social Conventions

Liberty—Equality—Fraternity

PARIS, 25 October 1947

YOUR EXCELLENCY,

1. As a consequence of the exchanges of views which have taken place between the representatives of your Embassy and those of my Department relative to the recruitment for labor in France of free German workers in the United States Zone of Germany, you have informed me that the French Government will be able to proceed with the recruitment of such workers, under the authority of the Commander of the Zone, on the following conditions:

(a) Recruitment of free German workers will in no way affect the implementation of existing French commitments regarding the recruitment of displaced persons in Germany.

(b) Recruitment of free German workers under the provisions of this Agreement will be effected through the intermediary of the German labor offices on whose premises the French Recruitment Mission will question and furnish information to volunteers for labor in France.

The French Recruitment Mission will inform the appropriate United States Military Government authorities of any difficulties arising between it and the

German Labor Office in order that those authorities may take necessary action.

The provisions of the technical agreement referred to in paragraph 3 below will be reexamined at the request of the chief of the French Recruitment Mission if he considers that the recruitment of German workers for France is unsatisfactory and if, after investigation by the United States Military Government authorities, it appears that the inadequate recruitment results from obstructive practices by the German Labor Offices in the United States Zone of Germany.

(c) The families of voluntary German workers recruited for labor in France will leave for France, via the French Zone of Germany. The departure of the family will take place simultaneously with the departure of the worker, or in any case not later than one month thereafter.

(d) No recruitment will take place among workers employed in the mines.

(e) In exceptional circumstances, recruitment will be temporarily suspended at the request of the appropriate United States Military Government authorities among workers whom they consider as belonging to an occupation or being employed in areas where there exists a critical shortage of manpower.

My Government accepts these conditions.

2. Notwithstanding the provisions of paragraph 1 (c) above concerning the departure from the United States Zone of Germany of the families of voluntary German workers for France, the United States Government is disposed to examine the possibility of permitting, exceptionally, a certain number of families of those workers which may refuse or not be able to leave the United States Zone of Germany to remain in that Zone. The number of voluntary German workers who will be authorized to leave their families in the United States Zone of Germany will not exceed 10% of the total number of voluntary German workers recruited for France from the United States Zone of Germany.

This will not be done, however, until the problem of remittances from voluntary German workers is settled by the American, British and French Governments.

3. A technical agreement to implement the principles contained in this letter will be negotiated at Berlin by representatives of the American, British and French Governments.

4. All expenses incurred in the operation of the French Mission recruiting voluntary German workers in the United States Zone of Germany will be paid entirely by France. The activities of the French Recruiting Mission will be subject to the control of the United States Zone Commander.

5. Conversations will take place between representatives of the interested Governments with a view to terminating the present Agreement or modifying

its provisions at the moment when the recruitment of voluntary German workers in the United States Zone of Germany reaches a figure which may be considered by the Zone Commander as representing the maximum number of German workers, or the maximum in any given occupation, which the United States Zone in Germany can furnish to France at that time.

Please accept, Mr. Ambassador, the assurance of my high consideration.

J. CHAUVEL

His Excellency Mr. JEFFERSON CAFFERY
Ambassador of the United States
Paris

*The American Ambassador to the Secretary General
of the Ministry for Foreign Affairs*

EMBASSY OF THE
UNITED STATES OF AMERICA
Paris, October 25, 1947

MY DEAR MR. AMBASSADOR:

I have the honor to acknowledge the receipt of Your Excellency's note of October 25, 1947, which states:

[For text of U.S. note, see above.]

I have the honor to inform Your Excellency that the Government of the United States concurs in the terms of Your Excellency's note and agrees that that note together with this acknowledgment should constitute an agreement between our two Governments on the principles governing French recruitment of German labor in the United States Zone of Germany.

Please accept, Mr. Ambassador, the renewed assurances of my highest consideration.

JEFFERSON CAFFERY

His Excellency
M. JEAN CHAUVEL,
*Secretary General of the
Ministry of Foreign Affairs,*
Paris

RESTORATION OF CERTAIN INDUSTRIAL PROPERTY RIGHTS AFFECTED BY WORLD WAR II

*Agreement signed at Washington October 28, 1947, supplementing
agreement of April 4, 1947*

Entered into force February 27, 1948

62 Stat. 1876; Treaties and Other
International Acts Series 1725

SUPPLEMENTARY AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND FRANCE CONCERNING THE RESTORATION OF CERTAIN INDUSTRIAL PROPERTY RIGHTS AFFECTED BY WORLD WAR II

The Government of the United States of America and the Government
of the French Republic,

Being desirous of further extending certain periods provided for in the
Agreement Between the United States of America and France Concerning
the Restoration of Certain Industrial Property Rights Affected by World
War II, signed at Washington on April 4, 1947,¹ in order to assure the
attainment of the objectives of that agreement,

Have agreed as follows:

The extension of the period of priority for the filing of applications for
patents or designs and models with the benefit of the right of priority as
provided by Article I of the aforementioned agreement, the restoration of
industrial property and the time for taking action or payment of any fee as
provided by Article II of the aforementioned agreement, and the time for
the payment of annual taxes for patents as provided by Article V of the
aforementioned agreement, are further extended until February 29, 1948.

It is understood that the application to nationals of France of the pro-
visions of Sections 1, 3, 4, 10, and 15 of the law of the United States of
America approved August 8, 1946, Public Law 690, 79th Congress,² and
of the provisions of the law of the United States of America approved July 23,
1947, Public Law 220, 80th Congress,³ relating to patents and designs, shall

¹ TIAS 1667, *ante*, p. 1202.

² 60 Stat. 940.

³ 61 Stat. 413.

be considered as complying with the requirements of the agreement of April 4, 1947 and the present supplementary agreement.

Each Government shall deliver to the other Government a notice that it has accepted the present supplementary agreement in accordance with its law and has taken all steps necessary to enable it to carry out all its obligations under the present supplementary agreement.

The supplementary agreement shall come into force on the day the said notices are delivered by each Government to the other. If the said notices are delivered on different days, the supplementary agreement shall come into force on the day of the delivery of the notice later ⁴ in time.

Done in duplicate, at Washington, in the English and French languages, each equally authentic, on October 28, 1947.

For the United States of America:

ROBERT A. LOVETT

For the French Republic:

H. BONNET

⁴ By note no. 63 dated Feb. 27, 1948, received in the Department of State the same date, the French Embassy in Washington notified the Department of State of the approval of this agreement by the French Parliament. By a memorandum dated Feb. 27, 1948, delivered on that date to the French Embassy in Washington, the Department of State notified the French Embassy of the acceptance of this agreement by the Government of the United States of America.

RECIPROCAL TRADE

*Agreement and accompanying letters signed at Geneva October 30, 1947
Entered into force October 30, 1947; operative January 1, 1948
Terminated December 13, 1962*¹

61 Stat. 3715; Treaties and Other
International Acts Series 1704

AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE FRENCH REPUBLIC SUPPLEMENTARY TO THE GENERAL AGREEMENT ON TARIFFS AND TRADE

The Governments of the United States of America and the French Republic,

Having participated in the framing of a General Agreement on Tariffs and Trade and a Protocol of Provisional Application,² 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 and Protocol of Signature between the United States of America and the French Republic, signed May 6, 1936,³ and related notes, shall be inoperative for such time as the United States of America and the French Republic are both contracting parties to the General Agreement on Tariffs and Trade as defined in Article XXXII thereof.

IN WITNESS WHEREOF the representatives of the Governments of the United States of America and the French Republic, after having exchanged their full powers, found to be in good and due form, have signed this Supplementary Agreement.

DONE in duplicate, in the English and French 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 French Republic:
PIERRE BARADUC

¹ Pursuant to notice of termination given by the United States June 13, 1962.

² TIAS 1700, *ante*, vol. 4, p. 639.

³ EAS 146, *ante*, p. 997.

EXCHANGE OF LETTERS

The Acting Chairman of the United States Delegation to the Preparatory Committee of the U.N. Conference on Trade and Employment to a Member of the French Delegation

OCTOBER 30, 1947

DEAR MR. BARADUC:

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 1936 between the United States and France inoperative so long as both the United States and France are parties to the General Agreement on Tariffs and Trade.

As you know, Article XVII of the 1936 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.⁴ 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 1936 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 1936 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 1936 Agreement given by either party while we were both parties to the General Agreement on Tariffs and Trade from effecting termination of the 1936 Agreement in six months.

I would appreciate it if you could give me the assurance that your Government has the same understanding.

Sincerely yours,

WINTHROP G. BROWN
Acting Chairman

MR. PIERRE BARADUC
The Delegation of France
Palais des Nations

⁴ 48 Stat. 943.

*A Member of the French Delegation to the Acting Chairman
of the United States Delegation*

[TRANSLATION]

FRENCH REPUBLIC
MINISTRY FOR FOREIGN AFFAIRS

Liberty—Equality—Fraternity

French Delegation
to the Preparatory Committee of the
Conference on Trade and Employment

PARIS, *October 30, 1947*

DEAR MR. BROWN:

I hasten to acknowledge the receipt of your letter of October 30 and to confirm to you that I am in complete agreement with you in considering that the text of the Supplementary Agreement would not prevent notification of the denunciation of the Agreement of 1936 during the period in which our two Governments will be parties to the General Agreement on Tariffs and Trade.

Sincerely yours,

P. BARADUC

Mr. WINTHROP G. BROWN,
*President of the United States
Delegation to the Preparatory
Committee of the Conference on
Trade and Employment,
Geneva.*

RELIEF ASSISTANCE

Agreement signed at Paris January 2, 1948, with annex

Entered into force January 2, 1948

Expired December 31, 1948

62 Stat. 1823; Treaties and Other
International Acts Series 1690

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF FRANCE

The Government of the United States of America and the Government of the French Republic, considering the desire of the people of the United States of America to provide immediate assistance to the people of France, and considering that the enactment by the United States of America of the Foreign Aid Act of 1947¹ (hereinafter referred to as the Act) provides the basis of assistance by the United States of America to the people of France, have agreed as follows:

ARTICLE I

1. The Government of the United States of America will, subject to the provisions of the Act and of appropriation acts thereunder and of this agreement, aid the people of France by making available such commodities (including storage, transportation, and shipping services related thereto) or by providing for the procurement thereof through credits under the control of the Government of the United States of America, to the Government of the French Republic or to any person, agency, or organization designated to act on behalf of the Government of the French Republic, as may from time to time be requested by the Government of the French Republic and authorized by the Act and by the Government of the United States of America. This agreement, however, implies no present or future obligation upon the Government of the United States of America to give assistance to the people of France, nor does it imply or guarantee the availability of any specific commodities or categories of commodities, nor shall it imply the payment by the Government of the United States of America for any storage, transportation, handling or shipping services within France.

2. All commodities made available pursuant to this agreement will be procured in the United States of America, unless permitted to be procured

¹ 61 Stat. 934.

elsewhere under the provisions of Section 4 of the Act and unless otherwise expressly agreed between the two governments. Petroleum and petroleum products will, to the maximum extent practicable, be procured from sources outside the United States of America and will be transported to France by the most economical route from the source of supply.

ARTICLE II

The Government of the French Republic, having been fully informed as to the provisions of the Act, hereby affirms that it accepts and will perform the undertakings specified in Section 5 of the Act, as well as those provided for in Section 7 of the Act insofar as action by it may be required for implementation of such latter section.

ARTICLE III

1. The Government of the United States of America, pursuant to the requirements of Section 6 of the Act, reserves the right at any time to terminate its aid provided for under Article I, Paragraph 1, of this agreement.

2. This agreement, together with the annex attached thereto, shall take effect on the date of its signature and shall apply to all commodities made available to the Government of the French Republic under the Act. It shall remain in effect until December 31, 1948, or such earlier date as may be agreed by the two governments.

In witness thereof, the undersigned, being duly authorized by their respective governments for that purpose, have affixed their respective signatures to this agreement.

Done at Paris, in the English and French languages, this second day of January, 1948.

For the Government of the United States of America
JEFFERSON CAFFERY [SEAL]

For the Government of the French Republic
BIDAULT [SEAL]
MAYER [SEAL]

ANNEX

SECTION I

1. In the case of any commodity made available pursuant to this agreement or in the case of credits established under the Act being debited pursuant thereto in respect of the furnishing of any such commodity, the Government of the French Republic will, forthwith upon notification by the Government of the United States of America, deposit in a special account in the Banque de France in the name of the Crédit National an amount in French currency equivalent to the dollar amount stated in the notification.

The amount so stated will be either the dollar cost in respect of such commodity (including storage, transportation, and shipping services related thereto) which is indicated as chargeable to appropriations under the Act, or the amount of the debit, as the case may be. The amount deposited in French currency will be computed at the rate of exchange in terms of United States dollars authorized under the Articles of Agreement of the International Monetary Fund, then applicable to imports of such commodity into France.

2. The funds in such special account, or prior advances in agreed amounts, will be used for administrative expenses of the Government of the United States of America, in French currency, incident to its operations within France under this agreement. The remainder of such funds may be used for the following additional purposes: (A) for effective retirement of the national debt of France or for irrevocable withdrawal of currency from circulation, and (B) for such other purposes, including measures to promote the stabilization of French currency, as may hereafter be mutually agreed by the two governments.

3. Any unencumbered balance remaining in such account on June 30, 1948, will be disposed of within France for such purposes as may hereafter be agreed between the two governments, it being understood that the agreement of the United States of America is subject to approval by act or joint resolution of the Congress.

4. The provisions of this section shall remain in effect until superseded by a further agreement between the two governments.

SECTION II

Any commodities made available under this agreement by the Government of the United States of America, unless substantially altered from the form in which furnished, and substantially identical commodities within France from whatever source procured, will not be removed or permitted to be removed from the territory of the Government of the French Republic, unless it is agreed between the two governments that such commodities are no longer needed in France or that the export of such commodities would yield a commensurate benefit, not inconsistent with purposes of the Act as set forth in Section 2 thereof, to the economy of France, or unless otherwise expressly agreed between the two governments.

SECTION III

The Government of the French Republic will furnish such statements and information relating to operations under this agreement as may from time to time be requested by the Government of the United States of America.

J.C.

G.B.

M.

FACILITIES FOR UNITED STATES FORCES IN FRANCE

Agreement signed at Paris February 16, 1948

Entered into force February 16, 1948

Obsolete

Department of State files

AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE REPUBLIC OF FRANCE REGARDING FACILITIES FOR UNITED STATES FORCES IN FRANCE IN CONNECTION WITH THE OCCUPATION OF GERMANY AND AUSTRIA

The Government of the United States of America,
and

The Government of the Republic of France,

Considering, on the one hand, that the American Government has obligations resulting from the presence of its troops in Germany and Austria and, on the other hand, that the geographical position of France and the French Overseas Territories both in Europe and in Africa is such that they are situated between the United States and the zones occupied by the United States Forces in Europe have agreed to the continuation, for a limited period, of the following provisions:

ARTICLE I

a) The United States Forces shall have the right to transit or sojourn in Metropolitan France under the conditions stipulated in the present Agreement, and in accordance with the modality which may be determined from time to time between the two Governments.

b) The expression "members of the United States Forces" when used in this Agreement will include personnel of the Army, Navy or Air Force, as well as United States civilians who are employed by, or serve with, the United States Forces and who are subject to United States military law. All persons thus defined will be in possession of a military identity card and military duty or leave orders. Specimen copies of the identity card and military duty or leave orders will be made available to the French authorities. In the absence of these documents or in case of doubt as to their validity, the French authorities will consult with the nearest United States military authorities to determine whether a particular individual is a "member of the United States Forces" as defined above.

The Government of the United States agrees not to avail itself of the provisions of Paragraph a) above in order to assist the establishment of private American firms in France or to enable persons of American nationality formerly residing in France to benefit from the provisions of this Agreement.

c) The arrangements in connection with the burial or removal of the remains of members of the United States Forces of the War of 1939–1945 will be covered by a special agreement.

Personnel of United States nationality connected with the burial or removal of such remains, as well as the erection and care of monuments, will benefit from the provisions of the present Agreement. Such personnel will be subject to existing laws when the present Agreement ceases to be in force.

ARTICLE II

American military aircraft being used for the transportation of official personnel, material, mail and for replacement, destined to or coming from Germany or Austria will be authorized to overfly French territory on the routes and in accordance with the maximum monthly volume of traffic stipulated in the Annex.¹ Said Annex may be revised by mutual agreement provided that seven days prior notice shall have been given by either party to the other through the American Embassy or the Ministry of Foreign Affairs; in case no negative response is received prior to the effective date of the proposed revisions, the agreement of the other party will be considered as accorded.

The said American aircraft will conform with the rules of flight and safety prescribed for those routes by the competent French services.

In case of flights not covered in the Annex, a notice of seventy-two hours, including the proposed flight plan, must be given via diplomatic channels; in case no negative response is received within that period, the authorization will be considered as granted.

In case it should be necessary to augment the radar and navigational facilities in France for the control and protection of United States military aircraft flying over or landing in France, special arrangements would be concluded to that effect.

ARTICLE III

a) The United States Forces may conduct a military post office in France for their own needs.

b) To this end, the American authorities will conform to the provisions fixed by the Convention and Regulations of the Universal Postal Union.²

c) Postal matter originating from members of the United States Forces mailed in Army postal units to addresses in France where final delivery is

¹ Note printed.

² *Ante*, vol. 3, p. 539.

effected by the French Department of Post, Telegraph and Telephone, and postal matter originating in French postal units addressed to members of the United States Forces where final delivery is effected by Army postal units should bear full United States postage in the first instance and full French postage in the second instances at the rates prescribed by the International Postal Union regulations.

d) The implementation of customs controls and the collection of any duties and taxes which may in the future be applied will be established by accord between the American military authorities and the French customs authorities.

ARTICLE IV

The United States Forces will have the right to use French telecommunication installations according to the rules and rates applicable to French Government agencies and according to the provisions of the Annex to this Article.

This Annex may be revised by agreement between the American Embassy in Paris and the French Ministry of Foreign Affairs.

As far as wire installations are concerned, the United States Forces are authorized to install and maintain the equipment they are using on the connections put at their disposal by the French Department of Post, Telegraph and Telephone.

This equipment must not cause disturbances on the other connections and should conform to the recommendations of the International Telephone Consultation Committee (C.C.I.F.). The use of codes and jamming devices are authorized.

As far as radio installations are concerned, these are in principle forbidden to the United States Forces, except upon special authorization which must be obtained through diplomatic channels. In this case all information permitting the identification of the United States Forces broadcasts should be communicated to the French authorities.

The facilities granted by the present Article are reserved exclusively to the United States Forces and cannot, under any circumstances, be transferred to private enterprises.

The United States Forces will, as far as possible, grant such facilities as may be requested by the French authorities for the establishment of telecommunication circuits in Germany.

ARTICLE V

a) The United States Forces and the members thereof will have the right to purchase local produce, supplies and manufactured goods for their own use and consumption.

They will also be permitted, after agreement in each case with the competent French authorities, to procure such facilities and services as they may

require in France. Included among these, but not limited to them, are the use of public utilities and real property (without acquiring ownership) as well as the services of local civilian labor.

To the extent of their ability, the French authorities will assist the United States Forces to procure such supplies, facilities and services.

b) To procure such supplies, facilities and services, the United States Forces may, in principle, be permitted to deal directly with individuals or private enterprises.

To prevent such purchases having an adverse effect on the French economy, and in order that goods, the distribution of which is subject to restrictions, may be put at the disposal of the United States Forces and in conformity with Article 3 of the Memorandum of Understanding between the Government of the United States of America and the Provisional Government of the French Republic concerning the expenditures of the United States Forces in Metropolitan France and in French Overseas Territories and dated May 28, 1946,³ the United States Forces must, in order to obtain such merchandise, present their request for purchase to the French authorities. The latter will clear them, inform the United States Forces of their findings and will indicate the appropriate sources for such supplies.

The French authorities and United States Forces will determine, by mutual agreement, which facilities and services must be furnished through the intermediary of the French Administration; the latter will be charged with effecting payment for said facilities and services. Reimbursement by the United States Forces to the French Government for said facilities and services, together with administration and operational expenses incurred in the furnishing of such supplies and services will be effected within two months after the submission of certified invoices. The list of such facilities and services as listed in an Annex attached to the present Agreement will be periodically revised by means of a simple exchange of letters between the European Command of the United States Forces and the French Government.

c) In order to be of as much help as possible to the French Government in solving the housing shortage in France, the United States Forces will release housing and other facilities which they no longer require.

d) The technical details concerning the ways and means of presenting invoices and the method of reimbursement shall be arranged by mutual agreement between the competent authorities of the United States Forces and the French Administration in a manner which assures compliance with the United States Army regulations and existing French laws and regulations, in the spirit of the present Agreement.

e) The various contracts entered into in France by the United States Forces in order to obtain supplies, facilities and services as of April 1, 1946 and which are not in contradiction with the terms of the present Agreement

³ TIAS 1928, *ante*, p. 1157.

are, in fact, confirmed by it and their validity will continue to be enforced as heretofore.

ARTICLE VI

a) The United States Forces, including all organizations accompanying them, their activities, operations, income, properties and indemnities will be exempt from all French direct taxes collected for the account of the State or of local entities.

b) Members of the United States Forces, as defined in Article I, will be exempt from income tax, except insofar as income from real estate or personal property of French sources is concerned.

This fiscal immunity will be extended to officials and employees of the United States Government who are sent to France to take part in the work of the United States Forces, and whose names will in due course be furnished to the competent French authorities by the United States military authorities.

This provision will not apply to French or foreign nationals, of whatever nationality, who reside in France and are employed locally by the United States Forces.

c) In the case of the decease in France of a member of the United States Forces, only the French properties included in his estate will be liable to inheritance taxes in France, subject to the eventual application of agreements which might enter into force to prevent double taxation in such matters.

This provision does not apply to either French or foreign nationals, of whatever nationality, residing in France and employed locally by the United States Forces.

d) Goods or products purchased in the internal French market by the United States Forces, their members or any organization connected therewith, and services rendered for their account, will be subject to turnover taxes and, in the appropriate use, to production, circulation and consumption taxes as well as to the agricultural solidarity taxes—all according to the conditions set forth in French laws and regulations.

ARTICLE VII

a) Subject to the provisions of the present Agreement, members of the United States Forces, as defined in Article I, and of the organizations accompanying them, must comply with those French laws and regulations which the Customs Administration is responsible for enforcing.

b) (1) Civilian and military personnel of the United States Forces, their baggage and vehicles will be subject to customs inspection under the same conditions as are applied to French citizens, their baggage and vehicles.

(2) Ships sailing under the United States flag must undergo customs formalities and pay duties and navigation taxes under the same conditions as French ships.

c) Official and State documents will not be submitted to customs inspection and control. Couriers who are carrying such objects will bear a letter signed by an authorized officer, indicating succinctly the number and contents of each package and attesting to the fact that the packages contain only official and State documents and are, therefore, exempt from inspection.

d) (1) The importation of supplies, materials and other goods effected by the United States Forces for the exclusive need of United States troops stationed in France and of those services which accompany them, including the Army Post Exchange Service, will be exempt from customs taxes and from all duties and taxes collected by the Customs Administration with the exception of those provisions set forth in Paragraph g) hereinafter.

(2) These imports will, on the whole, be exempt from the formalities required by existing French regulations concerning foreign commerce and exchange controls.

e) (1) Goods admissible under exemptions or in transit will not be subject to any detailed declaration nor to any verification.

(2) Imports admitted under exemption according to the terms of Paragraph d) will be subject to a deposit, made at the import customs office, of an authorization of a removal form.

(3) The form of this document will be fixed by consultation between competent United States military authorities and French customs officials.

(4) This form will be signed by an authorized American officer a copy of whose signature will be filed with the French customs office.

f) Goods admitted duty free under the terms of Paragraphs d) and e) may be turned over to third parties, either by gift or by sale, on the French market, only if the buyers or sellers have already obtained a valid import license from the French Government authorities and have paid the regular customs duties and taxes in effect on the date the transaction is consummated.

g) Goods imported by United States Forces for purposes other than the needs of the Army as well as goods imported by individual members of the United States Forces will be imported under the conditions and at tariff rates fixed by the French customs regulations prevailing at the time of importation and will be submitted to the formalities imposed by French regulations concerning the control of foreign commerce and exchange, except as specifically exempted under the terms of this Agreement.

h) (1) Foreign goods imported by the United States Forces and re-exported by them will be exempt, on leaving France, of all customs formalities as well as other formalities relating to the regulations of foreign commerce and exchange control.

(2) They will, however, be subject to the right of inspection by the Customs Administration.

i) The export by the United States Forces of goods bought on the French market will be submitted to the presentation of licenses or foreign exchange

engagements delivered under conditions provided for by French regulations. They will also have to be the subject of a customs declaration.

However, goods which accompany units or services when moving, are not subject to these formalities, provided that the nature of these goods and the quantities exported correspond to the normal needs of these units or services.

j) Exports effected individually by members of the United States Forces, will be subject to the formalities imposed by French regulations concerning foreign commerce and exchange controls, except as specifically exempted under the terms of this Agreement.

k) In order to suppress violations of laws and regulations, which is the duty of the French Customs Administration, this Administration and the United States military authorities will lend each other every necessary assistance to make inquiries, gather proof and procure testimony in cases brought within either French or United States military jurisdiction.

l) (1) Smuggled goods and goods used to conceal other smuggling, as well as means of transportation liable to confiscation, will be seized.

(2) The United States military authorities will be given possession of any military vehicle and goods belonging to the United States Forces so seized.

m) Members of the United States Forces who are perpetrators of or accomplices to infraction of the customs regulations will not be subject to French judicial measures, but they will be individually and personally liable to fines outlined by the customs code.

n) Fines levied against members of the United States Forces for customs violations should be paid immediately. If members of the United States Forces are not able to pay the fine on the spot, the French customs authorities will transmit a written statement (*procès-verbal*) to the American military authorities, who pledge themselves to do all in their power to assure that members of the United States Forces pay the fines they have incurred by infraction of the French customs regulations.

ARTICLE VIII

a) Except as specifically exempted in the present Agreement, members of the United States Forces, as defined in Article I, will be subject to French rules and regulations regarding foreign exchange and must submit to the controls established to assure their application.

b) Members of the United States Forces will be given "exchange cards" at the time they enter French territory by the French customs officials.

On these cards there shall be entered the amount of currency, checks, travellers checks and postal money orders payable in foreign currency which they have in their possession. All exchange operations made in French territory and which are liable to alter the amount of foreign exchange held by the

owners of these cards will thenceforth be entered on said cards either by the paymasters of the United States Army, the United States Army Post Office agents, French banks, or any intermediary acceptable to the French Ministry of Finance.

At the time of leaving French territory, these cards will be turned over to the French customs authorities to whom the foreign exchange remaining which was brought into France and not exchanged must also be shown.

c) From the date on which the members of the United States Forces will receive "exchange cards" at the time of their entry into France, all members of the United States Forces who are sojourning in France will be given such "exchange cards" by the United States military authorities. These cards will immediately be filled out with an indication of the amount of currency, checks, travellers checks and postal orders payable in foreign currency which are held at that date by interested parties; the total amount of foreign exchange thus outstanding will be reported to the Treasury Attache of the American Embassy who will then inform the French Ministry of Finance.

d) (1) If a member of the United States Forces is found to be in possession of foreign currency, checks, travellers checks or postal money orders payable in foreign currency, for an amount superior to that which, from notations on his "exchange cards" has been imported by him and not exchanged against francs or military payment certificates, or has been received by him from a United States Government disbursing agent the amount of foreign exchange and paying instruments which is in excess of that noted on the "exchange card" will be confiscated unless he can furnish proof he received the amount in excess through postal channels within forty-eight hours.

(2) If a member of the United States Forces is not able, upon his departure from French territory, to turn in his "exchange card" and present the amount of foreign exchange inscribed thereon, the French customs authorities will draw up a written statement (*procès-verbal*). This statement (*procès-verbal*) will be transmitted to the United States military authorities if the individual concerned is not in a position to pay promptly the penalties which will be imposed. The United States military authorities pledge themselves to do all in their power to assure that members of the United States Forces pay the penalties they have incurred for infraction of the French foreign exchange regulations.

e) Members of the United States Forces and the services which accompany them who receive their pay or any other payment of whatever nature on French territory must receive it either in cash in French francs, in military payment certificates or in United States Treasury checks. In accordance with the provisions of Paragraphs g) and h) below military payment certificates may only be exchanged on French territory by United States Army Finance Officers and for French francs only. Such exchange privileges will,

furthermore, be accorded only to persons regularly using the facilities of the United States Army Finance Offices.

f) Members of the United States Forces will be able during their assignment or sojourn in France to exchange foreign currency in their possession against military payment certificates or French francs delivered by disbursing agents of the United States Army or against French francs at French banks or against French francs obtained from French banks or persons authorized by the French Office des Changes. Note of these operations will have to be made on their "exchange card" either by the disbursing agent or by the banks.

g) United States Army Post Offices must make all the payments which they have to effect in France in French francs or in military payment certificates. If dollar sums or other foreign exchange are given them for transfers outside of France an indication of these amounts will have to be made by them on the "exchange cards" of the parties concerned. If sums in francs or in military payment certificates are given to them a corresponding transfer of funds will be authorized only within a limit which will be established by the United States military authorities, so that the total funds transferred by any given individual during his sojourn in France will remain notably inferior to the amount of payments which he shall have regularly received during that same period.

h) Authorized United States Army disbursing agents in France shall deliver foreign currencies in exchange of French francs or of military payment certificates to a member of the United States Forces only once during his sojourn in France. This operation will be noted on the "exchange card". Such agents shall, in each case, limit such an exchange to a sum notably inferior to the total of that which the interested party will have received since his entry in France, either as salary or in exchange of currencies as regularly inscribed on his "exchange card".

The exchange of French francs or military payment certificates for foreign currencies may be effected by authorized United States Army disbursing agents only once per quarter and then only to members of the United States Forces who are stationed in France. Each of these exchange operations must be noted on the "exchange card" and should be limited to an amount notably inferior to the total sums which the interested party will have received since the preceding exchange operation made by him, either as salary or from any other exchange transaction regularly noted on his "exchange card".

ARTICLE IX

The question of tort claims will be the subject of a separate agreement.

ARTICLE X

a) The American military authorities will exercise exclusive jurisdiction over members of the United States Forces in the following cases:

(1) When the victim of the crime is a member of the United States Forces;

(2) When the crime is punishable by United States military law, but not by French law.

In all other cases, the French authorities will examine with the greatest consideration, before the French jurisdiction has rendered its decision, any request which might be received from the American authorities and looking toward the transfer of the offender to American military jurisdiction.

The United States authorities agree to require all members of United States Forces to observe and respect French law and to abstain from any activity not consistent with the spirit of this accord.

b) French judicial authorities and courts will not be competent to accept civil suits or claims against the American Army or against members of the United States Forces as a result of any act related to official duties. In such cases, the United States authorities will inform the French authorities whether the act was committed in the performance of official duties. If the reply is affirmative, the matter will be handled as a claim against the Government of the United States.

c) French judicial authorities or courts will exercise exclusive civil jurisdiction in all civil matters concerning a member of the United States Forces as a result of acts not related to official duties. The United States Government will not be held responsible for the execution of French court decisions in these cases. The United States authorities will, however, cooperate with the French authorities in accordance with established practices and United States law in securing the enforcement of French court decisions in such cases.

d) The United States Forces will have the right to police all the installations, camps and all other establishments which they may use or maintain in France for the purposes referred to in the present Agreement. They may, in agreement and in liaison with the French authorities, employ their military police in other parts of the French territory insofar as necessary for the maintenance of order and discipline among the members of said Forces. Individuals under the exclusive jurisdiction of the French authorities may be arrested by the American military police inside the installations, camps and establishments under the control of the American authorities in cases where immediate arrest is imperative. Every arrest of that kind will be immediately reported to the nearest French authorities; the individuals referred to above will be handed over in the least possible delay to the competent French authorities.

e) The French police may arrest individuals under the exclusive jurisdiction of the American authorities for infraction or presumption of infraction of French laws or American military laws outside of the installations, camps or establishments referred to in the preceding paragraph, and detain them

until they can be turned over to the American military authorities. Every arrest of that kind will be immediately reported to the nearest American authorities.

f) Members of the United States Forces, as defined in Article I, entering or circulating on French territory will be exempt from the obligation of having a passport and visa. The only documents required will be the following:

(1) Regular formations accompanied by an officer:

(a) Collective military orders in both English and French, including nominal roll, which will be carried by the commanding officer of the group and will mention the origin and destination of the movement;

(b) individual military identity cards.

(2) Individuals traveling alone:

(a) Individual military duty or leave orders in both English and French giving the name of the bearer and mentioning the place and duration of the mission, issued by the competent American military authorities, the list of which will be communicated to the French authorities;

(b) individual military identity card.

g) The bearing of arms by United States military personnel in French territory will be subject to the following provisions:

(1) The United States Forces transiting French territory in military formations will be authorized to bear their arms.

(2) Any officer, non-commissioned officer or enlisted man on police duty, on guard duty, or on guard at American installations, under conditions provided for in the present Agreement, will be authorized to bear arms if he is in possession of military orders signed by the competent American authorities.

(3) Any officer, non-commissioned officer or enlisted man not on official duty may be authorized to carry his arms with him, provided: that the arms are not loaded and that he carries them visibly over the shoulder or on the belt; that the military orders he must be in possession of, in conformity with the above-mentioned provisions, specify that he is transiting French territory on his way to or coming from the American zone of occupation or that he is joining a certain American military establishment in France with his equipment and arms.

(4) The above-mentioned provisions will apply to the entry into or departure from French territory through all borders, with the sole exception of the Franco-Spanish border, and through all ports open to civilian traffic.

ARTICLE XI

The interpretation of this Agreement, the settlement of any difficulties arising therefrom, and the question of appropriate supplementary arrangements covering questions not dealt with in this Agreement shall form the basis of discussion between the Government of the United States of America and the Government of France.

ARTICLE XII

The present Agreement has the effect of terminating any *de facto* or *de jure* situation having prevailed during the course of the Second World War or since that time, whether in France or in French Overseas Territories, protectorates or possessions, and is designed to clarify the status of members of the United States Forces envisaged by the provisions of the said Agreement.

The provisions of the present Agreement shall, with effect from the date of signature, replace those of the Memorandum of Agreement respecting the administration of civil affairs and the liberated areas of France entered into on the 25th day of August 1944 between the French Committee of National Liberation and the Supreme Commander, Allied Expeditionary Forces.⁴

Other agreements of a temporary wartime nature pertaining to military rights and civil affairs entered into by military or civilian personnel on behalf of their respective Governments are also replaced by this Agreement. Purely technical arrangements in force at the present time and concluded between the American Armed Forces and various branches of the French Government and public services as well as all other diplomatic accords previously signed by the two countries are not affected by the present accord insofar as they do not conflict with the provisions contained therein.

The present Agreement will continue in force until a date six months from the date on which either party informs the other party in writing of its intention to terminate it.

In witness thereof, the respective Plenipotentiaries have affixed their signatures and seals to the present Agreement.

Done in duplicate, in English and French, the two texts being equally valid,

At PARIS, *February 16th 1948*

JEFFERSON CAFFERY [SEAL]

G. BIDAULT [SEAL]

⁴ 2 UST 1714; TIAS 2313.

MILITARY OBLIGATIONS OF CERTAIN PERSONS HAVING DUAL NATIONALITY

Exchange of notes at Paris February 25, 1948

Entered into force February 25, 1948

*Superseded by agreement of December 22, 1948*¹

62 Stat. 1950; Treaties and Other
International Acts Series 1756

The American Ambassador to the Minister of Foreign Affairs

No. 125

EXCELLENCY:

I have the honor to inform you that the Government of the United States of America, desirous of resolving the difficulties which those persons who are nationals of both countries encounter as a result of their military obligations in our two countries, considers that it would be both desirable and opportune to conclude an agreement in the following terms:

1. It will be considered that citizens of the United States of America who are also French citizens have fulfilled their military obligations in France during the war of 1939–1945 if they have fulfilled the same obligations in the armed forces of the United States and can prove the fact by an official document from the United States authorities.

2. It will be considered that French citizens who are also citizens of the United States of America have fulfilled their military obligations to the United States during the war of 1939–1945 if they have fulfilled the same obligations in the French armed forces and can prove the fact by an official document from the French authorities.

3. Interested persons will be granted a period of two years from the date on which this agreement is concluded in which they may clarify their status by the production of the above-mentioned documents.

4. Each of the two governments will deliver to the citizens of the other government who have volunteered in its armed forces during the war of 1939–1945 a certificate designed to permit them to clarify their status in regard to their country.

¹ TIAS 1876, *post*, p. 1294.

5. The conditions under which any service rendered in the national interest during the war of 1939–1945 can be considered military service will be left to the joint decision of the two governments. A certificate specifying the nature of the services rendered will be delivered to the interested party when the question arises by the means provided in the preceding paragraphs.

6. The provisions of this present agreement in no way affect the legal position of interested parties in the matter of nationality.

7. The present agreement will become effective immediately, and will remain in effect until the expiration of the period of two years mentioned in paragraph 3.

If these proposals are agreeable to the French Government, this note and Your Excellency's reply to it will constitute the agreement between the two governments on this question.

Please accept, Excellency, the assurances of my highest and most distinguished consideration.

PARIS, *February 25, 1948*

JEFFERSON CAFFERY

His Excellency

M. GEORGES BIDAULT,

*Minister for Foreign Affairs,
Paris*

The Minister of Foreign Affairs to the American Ambassador

[TRANSLATION]

MR. AMBASSADOR:

I have the honor to inform you that the French Government, desirous of resolving the difficulties which those of our respective nationals who possess also the nationality of the other country encounter as a result of their military obligations in our two countries, considers it desirable and opportune to conclude an agreement on the following bases:

1. Nationals of the United States of America who also possess French nationality will be considered as having fulfilled their military obligations in France during the war of 1939–1945 if they have fulfilled the same obligations in the American armed forces and prove the fact by production of an official document from the American authorities.

2. French nationals who also possess American nationality will be considered as having fulfilled their military obligations to the United States during the war of 1939–1945 if they have fulfilled the same obligations in the French armed forces and prove the fact by production of an official document from the French authorities.

3. Interested persons will be granted a period of two years from the date on which this agreement becomes effective in order that they may regularize their status by the production of the above-mentioned certificate.

4. Each of the two governments will deliver to the nationals of the other government who have voluntarily enrolled in its armed forces during the war of 1939–1945 an official attestation designed to permit them to regularize their status in regard to their country.

5. The conditions under which any service rendered in the national interest during the war of 1939–1945 can be considered military service will be left to the joint estimation of the two governments. A certificate specifying the nature of the service rendered will be delivered to the interested party when the question arises, by the means provided in the preceding articles.

6. The provisions of the present agreement in no way affect the legal position of the interested parties in the matter of nationality.

7. The present agreement will become effective immediately, and will remain in effect until the expiration of the period of two years mentioned in article 3.

The present note and Your Excellency's reply, in the case where these proposals would have the agreement of the Government of the United States, will constitute the agreement between the two governments on the question.

Please accept, Mr. Ambassador, the assurances of my very high consideration.

PARIS, *February 25, 1948*

G. BIDAULT

His Excellency

The Honorable JEFFERSON CAFFERY

*Ambassador of the United States of America
Paris.*

LEND-LEASE SETTLEMENT

*Exchange of notes at Washington February 27, 1948, implementing
agreement of May 28, 1946*

Entered into force February 27, 1948

62 Stat. 3826; Treaties and Other
International Acts Series 1930

The Secretary of State to the French Ambassador

DEPARTMENT OF STATE
WASHINGTON
February 27, 1948

EXCELLENCY:

I have the honor to refer to the recent conversations between representatives of the Government of the United States of America and representatives of the Government of the French Republic, regarding expenditures of the United States Armed Forces in France and French overseas territories, and to state that the Government of the United States of America is prepared to give effect to an agreement in the following terms:

1. Reference is made to the "Declaration made in Paris by the President of the Provisional Government of the French Republic and in Washington by the President of the United States on May 28, 1946",¹ which stated that representatives of the respective governments had met together in Washington and had discussed important economic and financial problems of common interest, among which was the settlement of lend-lease, reciprocal aid and other accounts.

2. By a "Memorandum of Understanding dated May 28, 1946,"² between the Government of the United States of America and the Provisional Government of the French Republic Regarding Settlement for Lend-Lease, Reciprocal Aid, Surplus Property, and Claims", arrangements and procedures for the settlement of past and future troop pay and procurement of United States Armed Forces in France and French overseas territories were agreed upon. These arrangements were incorporated in a "Joint United

¹ TIAS 1928, *ante*, p. 1162.

² TIAS 1928, *ante*, p. 1124.

States-French Report of the Troop Pay and United States Armed Forces Procurement Sub-Committee",³ and a "Memorandum of Agreement Between the Government of the United States and the Provisional Government of the French Republic Regarding Expenditures of the United States Armed Forces in French Territory".⁴

3. The aforementioned report contained an estimate with respect to obligations of the United States Armed Forces for procurement through the French authorities (AFA) from September 2, 1945 through December 25, 1945 in the amount of \$100 million. In addition, the report contained an estimate of United States Army procurement in France from December 26, 1945 through March 31, 1946 in the amount of \$20 million.

4. By the "Memorandum of Agreement Between the Government of the United States of America and the Provisional Government of the French Republic Regarding Expenditures of United States Armed Forces in France and French Overseas Territories", it was agreed that goods and services procured by the United States Armed Forces before the termination of reciprocal aid, when ineligible, and after the termination of reciprocal aid, would be paid for on the basis of the French authorities' presentation of appropriate documents in a form acceptable to the United States Armed Forces as has been, or may be, agreed upon between the United States Armed Forces and the French authorities.

5. In accordance with the arrangements made on May 28, 1946, appropriate vouchers and certifications by the French Government, acceptable to the United States, have been presented for payment by the United States Armed Forces. These vouchers, upon which payment has already been made, are summarized as follows:

<i>Date Voucher Presented</i>	<i>French Voucher</i>	<i>Date Paid</i>	<i>Payment by USAF</i>
October 17, 1946	\$ 20, 567	October 30, 1946	\$ 20, 567
May 29, 1946	81, 910, 500	January 23, 1947	81, 910, 500
March 17, 1947	18, 056, 625	April 30, 1947	18, 056, 625
March 17, 1947	19, 973, 250	April 30, 1947	19, 973, 250
	<hr/>		<hr/>
	\$119, 960, 942		\$119, 960, 942

6. In accordance with an exchange of letters in October 1947 between Major General C. B. Magruder, United States Army, and Mr. Robert Schuman, French Minister of Finance, the French authorities presented, on January 31, 1948, to the Department of the Army, a recapitulation of all claims for goods and services procured for or by the United States Armed Forces before the termination of reciprocal aid, when ineligible, as well as for the period September 2, 1945 through December 31, 1946, totaling \$241,191,887. Of this amount, it is recognized that \$2,889,616 covers procurement effected subsequent to December 31, 1946. This latter amount is outside

³ TIAS 1928, *ante*, p. 1146.

⁴ TIAS 1928, *ante*, p. 1153.

the purview of this agreement and will be settled in accordance with paragraph eight below. Review of this recapitulation presented by the French Government of the total of the claims for the period September 2, 1945 through December 25, 1945, and for the period December 26, 1945 through March 31, 1946, indicates that the amounts of \$100,000,000 and \$20,000,000 set forth in the aforementioned Report were underestimated. It has been agreed between the United States Government and the French Government that the provisions of the aforementioned Report and the aforementioned Memorandum of Agreement should be amended to take account of these considerations.

7. After considering all claims presented by the French Government against the United States Armed Forces and all claims presented by the United States Armed Forces against the French Government, and after examining the amounts originally estimated as payable by the United States Armed Forces to the French Government for procurements of goods, services and facilities by them or on their behalf, following the reciprocal aid period through December 31, 1946, and the amounts finally claimed on both sides, it is agreed between the United States Government and the French Government that the following provisions covering goods, services and facilities furnished the United States Armed Forces will supersede the arrangements and procedures established on May 28, 1946, in so far as they are inconsistent therewith:

A. It is agreed that a payment of \$87,000,000 will be made by the United States Army on behalf of the United States Armed Forces to the French Government for obligations during the period prior to September 2, 1945, when ineligible for reciprocal aid, and for the period September 2, 1945 through December 31, 1946. The French Government agrees that this payment by the United States Armed Forces, together with any and all other amounts already paid by such Forces to the French Government, is in full, complete and final settlement for obligations during the above-mentioned periods. In this respect it is recognized that the United States Army is discharging other United States Government agencies' obligations included in the claims presented by the French Government on January 31, 1948, it being understood, however, that claims against United States Government agencies, other than the United States Armed Forces not included in the above-mentioned claims, are not covered by this agreement.

B. The United States Government agrees to pay forthwith to the French Government the amounts stated in paragraph A above in payment of the aforementioned obligations. To the extent that the United States Department of the Army holds French francs in its official accounts, such French francs may be used in settlement of the aforementioned obligations at their dollar value at the time of their purchase.

C. The French Government agrees to pay to the United States Armed Forces upon the execution of this settlement, the sum of \$1,452,312.86, covering certain transfers to France by the United States Army after March 1, 1946 (\$142,586.00), V-Mail paper provided to France (\$500,000.00), the printing of certain Allied military currencies (\$559,726.86) and an amount estimated to be sufficient to cover certain transfers to the French Government by the United States Navy (\$250,000). The last amount is subject to adjustment upon determination of the applicable French Government liability not otherwise provided for.

D. Except as otherwise expressly provided in the within agreement, the French Government hereby acquits, and forever waives any and all claims against the United States Armed Forces or the United States Government,

- i. Which have arisen or will arise against the United States Armed Forces as a result of or incident to its operations in France or French overseas territories, and procurement by the United States Armed Forces of supplies, services, utilities, facilities, goods and properties from or through the French Government, its nationals, or others in Continental France and in French overseas territories, prior to September 2, 1945, when ineligible for reciprocal aid, and during the period September 2, 1945 through December 31, 1946. The payment by the United States Armed Forces to the French Government of the final amount stated in paragraph A above will discharge the United States Armed Forces of any and all liabilities pertaining thereto which have arisen or will arise in any place.
- ii. Which have arisen or will arise out of completed, delivered, or cancelled portions of all contracts entered into prior to January 1, 1947 in connection with the procurement referred to in the foregoing paragraph by representatives of the United States Armed Forces with French Government agencies, nationals, or others owning property, rendering services or residing in France or French overseas territories.

8. The United States Armed Forces agree to continue to reimburse the French Government for the procurement of goods, services and facilities obtained through the French Government in France and in French overseas territories subsequent to December 31, 1946 on the basis of the French authorities' presentation of appropriate documents in a form acceptable to the United States Armed Forces as has been, or may be, agreed upon between the United States Armed Forces and the French authorities.

9. Except as otherwise specifically provided in the within agreement, the United States Government hereby acquits and forever waives any and all claims against the French Government for supplies, services, utilities, facilities, goods and properties provided to the French Government or its overseas territories by the United States Armed Forces wherever they may

be from March 2, 1946 through December 31, 1946. The United States Government will discharge the French Government of any and all liabilities pertaining thereto which have arisen or will arise in any place for this period.

10. It is understood and agreed that claims arising out of acts or omissions in France or French overseas territories, of members of the United States Armed Forces or civilian personnel attached to such Forces, are not settled within the terms of this agreement and shall be regulated under such terms as already have been agreed upon between the United States Government and the French Government in the "United States-French War Settlement Committee Agreed Combined Statement with Respect to Claims" of May 28, 1946.⁵ Conversely, it is recognized that similar claims of the United States against France arising out of acts or omissions of French nationals in France or French overseas territories are not settled within the terms of this agreement.

11. Other agreements between the United States and France, except in so far as they are not consistent with the terms of the within agreement, shall remain in full force and effect.

The Government of the United States of America will consider this agreement, in the terms outlined above, to be in effect on the date of your reply note indicating that the terms of the agreement are in accord with the understanding of your Government and that your Government approves of those terms.

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

For the Secretary of State:

WILLARD L. THORP

His Excellency

HENRI BONNET,

Ambassador of the French Republic.

The French Ambassador to the Secretary of State

AMBASSADE DE FRANCE
AUX ETATS-UNIS

WASHINGTON, *February 27, 1948*

MR. SECRETARY:

I am pleased to confirm that the terms of your note of February 27, 1948, regarding expenditures of the United States Armed Forces in France and French Overseas Territories, are in accordance with the understanding of

⁵ TIAS 1928, *ante*, p. 1134.

my Government and that my Government approves those terms and considers them to be in effect from and after this date./.

Accept, Mr. Secretary, the renewed assurances of my highest consideration.

For the Ambassador

ARMAND BÉRARD [SEAL]

The Hon. GEORGE C. MARSHALL

Secretary of State

Washington, D.C.

DOUBLE TAXATION AND FISCAL ASSISTANCE

Protocol signed at Washington May 17, 1948, modifying and supplementing convention of July 25, 1939, and modifying convention of October 18, 1946

Senate advice and consent to ratification June 2, 1948

Ratified by the President of the United States June 18, 1948

Ratified by France September 5, 1949

Ratifications exchanged at Washington October 17, 1949

Entered into force October 17, 1949

Proclaimed by the President of the United States October 27, 1949

*Supplemented by convention of June 22, 1956*¹

*Provisions concerning taxes on income, capital and stock exchange transactions terminated by convention of July 28, 1967*²

64 Stat. (3) B 28; Treaties and Other
International Acts Series 1982

PROTOCOL

The Government of the United States of America and the Government of the French Republic, desiring to conclude a supplementary Protocol modifying in certain respects the Convention signed at Paris October 18, 1946,³ for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on estates and inheritances and for the purpose of modifying and supplementing certain provisions of the Convention between the two Governments relating to income taxation signed at Paris on July 25, 1939,⁴

Have agreed as follows:

ARTICLE I

(1) Article 12 of the Convention of October 18, 1946, is amended by adding thereto the following paragraph:

(5) The assistance provided for in this Article shall not be accorded with respect to citizens, corporations or other entities of the State to which application is made nor with respect to estates of such citizens.

¹ 8 UST 843; TIAS 3844.

² 19 UST 5280; TIAS 6518.

³ TIAS 1982, *ante*, p. 1178.

⁴ TS 988, *ante*, p. 1046.

(2) For the purposes of Title I of the Convention of October 18, 1946—

(a) The determination whether a citizen of the United States acquired a domicile in France will, for the purposes of the French tax on inheritances, be made in conformity with Article 103 of the French Civil Code as in effect on the date of signature of this Protocol.

(b) The determination whether a citizen of France acquired a domicile in the United States will, for the purposes of Federal estate taxes, be made in conformity with Section 81.5 of the United States Estate Tax Regulations as in effect on the date of signature of this Protocol.

(3) Article 9 of the Convention between the two Governments relating to income taxation signed at Paris on July 25, 1939, is amended to read as follows:

ARTICLE 9⁵

An individual who is a resident of one of the Contracting States shall be exempt from tax by the other Contracting State upon compensation for personal services (other than income from the exercise of a liberal profession) performed during the taxable year within such other Contracting State if (a) he is present in such other Contracting State for a period or periods aggregating less than the taxable year and (b) such services are performed for or on behalf of a resident, corporation or other entity of the former Contracting State.

This provision does not apply to the income referred to in Article 8.

(4) The provisions of Article 10 of the Convention signed July 25, 1939 between the United States and France shall be applied on a reciprocal basis.

(5) Title I of the Convention between the two Governments signed at Paris on July 25, 1939 is supplemented by the following Article:

ARTICLE 19A

In the case of taxes on property or on increment of property, the following provisions shall be applicable:

(1) If the property consists of:

- (a) immovable property and accessories appertaining thereto;
- (b) commercial or industrial enterprises, including maritime shipping and air transport undertakings;

the tax may be levied only in that Contracting State which is entitled under the preceding Articles to tax the income from such property.

⁵ For a further modification of art. 9, see convention of June 22, 1956 (8 UST 843; TIAS 3844).

(2) In the case of all other forms of property, the tax may be levied only in the State of domicile. However, the value of furniture is taxable in the State of the residence to which the furniture appertains.

(3) In applying paragraph (2) above, the domicile of physical persons corresponds to the normal residence understood in the sense of permanent habitation; domicile of corporations or other juridical persons to the place of the site of their actual management.

(4) This Article shall become effective only as to taxes enacted on or after the date of exchange of the instruments of ratification of this Protocol.

ARTICLE II

(1) This Protocol shall be ratified and the instruments of ratification thereof shall be exchanged at Washington.

(2) This Protocol shall become effective and continue effective in accordance with Articles 18 and 19 of the Convention of October 18, 1946 as though this Protocol were an integral part of that Convention.

IN WITNESS WHEREOF the undersigned Plenipotentiaries, being duly authorized thereto by their respective Governments, have signed this Protocol and have affixed thereto their seals.

DONE in duplicate, in the English and French languages, at Washington this 17th day of May, 1948.

For the Government of the United States of America:

G. C. MARSHALL [SEAL]

Secretary of State of the United States of America

For the Government of the French Republic:

H. BONNET [SEAL]

*Ambassador Extraordinary and Plenipotentiary
of the French Republic in Washington*

MOST-FAVORED-NATION TREATMENT FOR AREAS UNDER OCCUPATION OR CONTROL

Exchange of notes at Paris June 28, 1948

Entered into force June 28, 1948

Expired in accordance with its terms

62 Stat. 2887; Treaties and Other
International Acts Series 1823

The American Ambassador to the Minister of Foreign Affairs

No. 460

PARIS, June 28, 1948

EXCELLENCY,

I have the honor to refer to the conversations which have recently taken place between representatives of our two Governments relating to the territorial application of commercial arrangements between the United States of America and the French Republic 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 French Republic participates in the occupation of any areas in Western Germany or the Free Territory of Trieste, the other Government will apply to the merchandise trade of such area the provisions of the General Agreement on Tariffs and Trade, dated October 30, 1947,¹ 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 the French Republic to the merchandise trade of any area referred to therein only for such time and to such extent as such area accords reciprocal most-favored-nation treatment to the merchandise trade of the United States of America or the French Republic, 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

¹ TIAS 1700, *ante*, vol. 4, p. 641.

prejudice to the application of the principles set forth in the Havana Charter for an International Trade Organization ² 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. So long as such a condition exists, and if consultation with the Government of the United States of America fails to reach an agreed solution to the problem, it is understood that it would not be inconsistent with the undertaking in point 1 for the Government of France to levy a countervailing duty on imports of such goods equivalent to the estimated amount of such subsidization, where the Government of France 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.

JEFFERSON CAFFERY

His Excellency

Mr. GEORGES BIDAULT,
Minister for Foreign Affairs,
Paris.

The Minister of Foreign Affairs to the American Ambassador

[TRANSLATION]

FRENCH REPUBLIC
MINISTRY FOR FOREIGN AFFAIRS
Office of Economic and Financial Affairs

Liberty—Equality—Fraternity

PARIS, *June 28, 1948*

MR. AMBASSADOR:

Referring to the conversations which have recently taken place between our two Governments relating to the territorial application of commercial arrangements between France and the United States of America, I have the

² Unperfected; for excerpts, see *A Decade of American Foreign Policy: Basic Documents, 1941-49* (S. Doc. 123, 81st Cong., 1st sess.), p. 391.

honor to confirm the agreement reached as a result of these conversations as follows:

[For text of understanding, see numbered paragraphs of U.S. note, above.]

Please accept, Mr. Ambassador, the assurances of my highest consideration.

G. BIDAULT

His Excellency

The Honorable JEFFERSON CAFFERY

Ambassador of the United States of America

Paris

ECONOMIC COOPERATION

Agreement signed at Paris June 28, 1948, with annex

Entered into force July 10, 1948

*Supplemented by agreement of December 23, 1948*¹

*Amended by agreements of September 21 and October 8, 1948;*²

*November 17 and 20, 1948;*³ *January 9, 1950;*⁴ *May 22, 1951;*⁵

*September 25 and 27, 1951;*⁶ *and September 11, 1953*⁷

62 Stat. 2223; Treaties and Other
International Acts Series 1783

ECONOMIC COOPERATION AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND FRANCE

PREAMBLE

The Government of the United States of America

and

The Government of France:

Recognizing that the restoration or maintenance in European countries of principles of individual liberty, free institutions, and genuine independence rests largely upon the establishment of sound economic conditions, stable international economic relationships, and the achievement by the countries of Europe of a healthy economy independent of extraordinary outside assistance;

Recognizing that a strong and prosperous European economy is essential for the attainment of the purposes of the United Nations;

Considering that the achievement of such conditions calls for a European recovery plan of self-help and mutual cooperation, open to all nations which cooperate in such a plan, based upon a strong production effort, the expansion of foreign trade, the creation or maintenance of internal financial stability and the development of economic cooperation, including all possible steps to establish and maintain valid rates of exchange and to reduce trade barriers;

¹ TIAS 1873, *post*, p. 1296.

² TIAS 1897, *post*, p. 1278.

³ TIAS 1897, *post*, p. 1288.

⁴ 1 UST 151; TIAS 2023.

⁵ 2 UST 1173; TIAS 2264.

⁶ 2 UST 2376; TIAS 2359.

⁷ 4 UST 2036; TIAS 2859.

Considering that in furtherance of these principles the Government of France has joined with other likeminded nations in a Convention for European Economic Cooperation signed at Paris on April 16, 1948, under which the signatories of that Convention agreed to undertake as their immediate task the elaboration and execution of a joint recovery program, and that the Government of France is a member of the Organization for European Economic Cooperation created pursuant to the provisions of that Convention;

Considering also that, in furtherance of these principles, the Government of the United States of America has enacted the Economic Cooperation Act of 1948,⁸ providing for the furnishing of assistance by the United States of America to nations participating in a joint program for European recovery, in order to enable such nations through their own individual and concerted efforts to become independent of extraordinary outside economic assistance;

Taking note that the Government of France has already expressed its adherence to the purposes and policies of the Economic Cooperation Act of 1948;

Desiring to set forth the understandings which govern the furnishing of assistance by the Government of the United States of America under the Economic Cooperation Act of 1948, the receipt of such assistance by France, and the measures which the two Governments will take individually and together in furthering the recovery of France as an integral part of the joint program for European recovery;

Have agreed as follows:

ARTICLE I

(Assistance and Cooperation)

1. The Government of the United States of America undertakes to assist France by making available to the Government of France or to any person, agency or organization designated by the latter Government such assistance as may be requested by it and approved by the Government of the United States of America. The Government of the United States of America will furnish this assistance under the provisions, and subject to all of the terms, conditions and termination provisions of the Economic Cooperation Act of 1948, Acts amendatory and supplementary thereto and appropriation Acts thereunder, and will make available to the Government of France only such commodities, services and other assistance as are authorized to be made available by such Acts.

2. The Government of France, acting individually and through the Organization for European Economic Cooperation, consistently with the Convention for European Economic Cooperation signed at Paris on April 16, 1948, will exert sustained efforts in common with other participating countries speedily to achieve through a joint recovery program economic condi-

⁸ 62 Stat. 137.

tions in Europe essential to lasting peace and prosperity and to enable the countries of Europe participating in such a joint recovery program to become independent of extraordinary outside economic assistance within the period of this Agreement. The Government of France reaffirms its intention to take action to carry out the provisions of the general obligations of the Convention for European Economic Cooperation, to continue to participate actively in the work of the Organization for European Economic Cooperation, and to continue to adhere to the purposes and policies of the Economic Cooperation Act of 1948.

3. With respect to assistance furnished by the Government of the United States of America to France and procured from areas outside the United States of America, its territories and possessions, the Government of France will cooperate with the Government of the United States of America in ensuring that procurement will be effected at reasonable prices and on reasonable terms and so as to arrange that the dollars thereby made available to the country from which the assistance is procured are used in a manner consistent with any arrangements made by the Government of the United States of America with such country.

ARTICLE II

(General Undertakings)

1. In order to achieve the maximum recovery through the employment of assistance received from the Government of the United States of America, the Government of France will use its best endeavors:

a) To adopt or maintain the measures necessary to ensure efficient and practical use of all the resources available to it, including

1) Such measures as may be necessary to ensure that the commodities and services obtained with assistance furnished under this Agreement are used for purposes consistent with this Agreement and, as far as practicable, with the general purposes outlined in the schedules furnished by the Government of France in support of the requirements of assistance to be furnished by the Government of the United States of America;

2) The observation and review of the use of such resources through an effective follow-up system approved by the Organization for European Economic Cooperation; and

3) To the extent practicable, measures to locate, identify and put into appropriate use in furtherance of the joint program for European recovery assets, and earnings therefrom, which belong to nationals of France 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 France to dispose of such assets.

b) To promote the development of industrial and agricultural production on a sound economic basis; to achieve such production targets as may be established through the Organization for European Economic Cooperation; and when desired by the Government of the United States of America to communicate to that Government detailed proposals for specific projects contemplated by the Government of France to be undertaken in substantial part with assistance made available pursuant to this Agreement, including whenever practicable projects for increased production of coal, steel, transportation facilities and food;

c) To stabilize its currency, establish or maintain a valid rate of exchange, balance its governmental budget as soon as practicable, create or maintain internal financial stability, and generally restore or maintain confidence in its monetary system; and

d) To cooperate with other participating countries in facilitating and stimulating an increasing interchange of goods and services among the participating countries and with other countries and in reducing public and private barriers to trade among themselves and with other countries.

2. Taking into account Article 8 of the Convention for European Economic Cooperation looking toward the full and effective use of manpower available in the participating countries, the Government of France will accord sympathetic consideration to proposals made in conjunction with the International Refugee Organization directed to the largest practicable utilization of manpower available in any of the participating countries in furtherance of the accomplishment of the purposes of this Agreement.

3. The Government of France will take the measures which it deems appropriate, and will cooperate with other participating countries, to prevent, on the part of private or public commercial enterprises, business practices or business arrangements affecting international trade which restrain competition, limit access to markets or foster monopolistic control whenever such practices or arrangements have the effect of interfering with the achievement of the joint program of European recovery.

ARTICLE III

(Guaranties)

1. The Governments of the United States of America and France will, upon the request of either Government, consult respecting projects in France proposed by nationals of the United States of America and with regard to which the Government of the United States of America may appropriately make guaranties of currency transfer under Section 111 (b) (3) of the Economic Cooperation Act of 1948.

2. The Government of France agrees that if the Government of the United States of America makes payment in United States dollars to any person under such a guaranty, any francs, or credits in francs, assigned or

transferred to the Government of the United States of America pursuant to that Section shall be recognized as property of the Government of the United States of America.

ARTICLE IV (Local Currency)

1. The provisions of this Article shall apply only with respect to assistance which may be furnished by the Government of the United States of America on a grant basis.

2. The Government of France will establish a special account in the Bank of France in the name of the Crédit National (hereinafter called the Special Account) and will make deposits in francs to this account as follows:

a) The unencumbered balance at the close of business on the day of the signature of this Agreement in the Special Account in the Bank of France in the name of the Crédit National established pursuant to the Agreement between the Government of the United States of America and the Government of France made on January 2, 1948,⁹ and any further sums which may, from time to time, be required by such agreement to be deposited in the Special Account. It is understood that subsection (e) of Section 114 of the Economic Cooperation Act of 1948 constitutes the approval and determination of the Government of the United States of America with respect to the disposition of such balance, referred to in that Agreement.

b) The unencumbered balances of the deposits made by the Government of France pursuant to the exchange of notes between the two Governments dated April 22, 1948.¹⁰

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 France on a grant basis by any means authorized under the Economic Cooperation Act of 1948 less, however, the amount of the deposits made pursuant to the exchange of notes referred to in subparagraph (b). The Government of the United States of America shall from time to time notify the Government of France of the indicated dollar cost of any such commodities, services and technical information, and the Government of France will thereupon deposit in the Special Account a commensurate amount of francs computed at a rate of exchange which shall be the par value agreed at such time with the International Monetary Fund provided that this agreed value is the single rate applicable to the purchase of dollars for imports into France. If at the time of notification a par value for the franc is agreed with the Fund and there are one or more other rates legally available in France for the purchase

⁹ TIAS 1690, *ante*, p. 1227.

¹⁰ Not printed here. For background, see *Department of State Bulletin*, May 23, 1948, p. 686.

of dollars, or, if at the time of notification no par value for the franc is agreed with the fund, the rate or rates for this particular purpose shall be mutually agreed upon between the Government of France and the Government of the United States of America, each of which rates shall be an actual or average rate currently available in France at the time of notification, in accordance with French laws and regulations. The Government of France may at any time make advance deposits in the Special Account which shall be credited against subsequent notifications pursuant to this paragraph.

3. The Government of the United States of America will from time to time notify the Government of France of its requirements for administrative expenditures in francs within France incident to operations under the Economic Cooperation Act of 1948, and the Government of France will thereupon make such sums available out of any balances in the Special Account in the manner requested by the Government of the United States of America in the notification.

4. Five per cent of each deposit made pursuant to this Article in respect of assistance furnished under authority of the Foreign Aid Appropriation Act, 1949,¹¹ shall be allocated to the use of the Government of the United States of America for its expenditures in France, and sums made available pursuant to paragraph 3 of this Article shall first be charged to the amounts allocated under this paragraph.

5. The Government of France will further make such sums of francs available out of any balances in the Special Account as may be required to cover costs (including port, storage, handling and similar charges) of transportation from any point of entry in France to the consignee's designated point of delivery in France of such relief supplies and packages as are referred to in Article VI.¹²

6. The Government of France may draw upon any remaining balance in the Special Account for such purposes as may be agreed from time to time with the Government of the United States of America. In considering proposals put forward by the Government of France for drawings from the Special Account, the Government of the United States of America will take into account the need for promoting or maintaining internal monetary and financial stabilization in France and for stimulating productive activity and international trade and the exploration for and development of new sources of wealth within France, including in particular:

a) Expenditures upon projects or programs, including those which are part of a comprehensive program for the development of the productive capacity of France and the other participating countries, and projects or

¹¹ 62 Stat. 1054.

¹² For a correction of para. 5 of art. IV, see TIAS 1897, *post*, p. 1278. For agreement of Dec. 23, 1948, giving effect to this paragraph, see TIAS 1873, *post*, p. 1296.

programs the external costs of which are being covered by assistance rendered by the Government of the United States of America under the Economic Cooperation Act of 1948 or otherwise, or by loans from the International Bank for Reconstruction and Development;

b) Expenditures upon the exploration for and development of additional production of materials which may be required in the United States of America because of deficiencies or potential deficiencies in the resources of the United States of America; and

c) Effective retirement of the national debt, especially debt held by the Bank of France or other banking institutions.

7. Any unencumbered balance, other than unexpended amounts allocated under paragraph 4 of this Article, remaining in the Special Account on June 30, 1952, shall be disposed of within France for such purposes as may hereafter be agreed between the Governments of the United States of America and France, it being understood that the agreement of the United States of America shall be subject to approval by Act or joint resolution of the Congress of the United States of America.

ARTICLE V

(Access to Materials)

1. The Government of France will facilitate the transfer to the United States of America, for stockpiling or other purposes, of materials originating in France 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 France, after due regard for the reasonable requirements of France for domestic use and commercial export of such materials. The Government of France will take such specific measures as may be necessary to carry out the provisions of this paragraph, including the promotion of the increased production of such materials within France, and the removal of any hindrances to the transfer of such materials to the United States of America. The Government of France will, when so requested by the Government of the United States of America, enter into negotiations for detailed arrangements necessary to carry out the provisions of this paragraph.

2. Recognizing the principle of equity in respect to the drain upon the natural resources of the United States of America, and of the participating countries, the Government of France will, when so requested by the Government of the United States of America, negotiate where applicable (a) a future schedule of minimum availabilities to the United States of America for future purchase and delivery of a fair share of materials originating in France which are required by the United States of America as a result of

deficiencies or potential deficiencies in its own resources at world market prices so as to protect the access of United States industry to an equitable share of such materials either in percentages of production or in absolute quantities from France, (b) arrangements providing suitable protection for the right of access for any citizen of the United States of America or any corporation, partnership, or other association created under the laws of the United States of America or of any state or territory thereof and substantially beneficially owned by citizens of the United States of America, in the development of such materials on terms of treatment equivalent to those afforded to the nationals of France, and (c) an agreed schedule of increased production of such materials where practicable in France and for delivery of an agreed percentage of such increased production to be transferred to the United States of America on a long-term basis in consideration of assistance furnished by the United States of America under this Agreement.

3. The Government of France, 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 France.

ARTICLE VI

(Travel Arrangements and Relief Supplies)

1. The Government of France will cooperate with the Government of the United States of America in facilitating and encouraging the promotion and development of travel by citizens of the United States of America to and within participating countries.

2. The Government of France will, when so desired by the Government of the United States of America, enter into negotiations for agreements (including the provision of duty-free treatment under appropriate safeguards) to facilitate the entry into France 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 France.¹³

ARTICLE VII

(Consultation and Transmittal of Information)

1. The two Governments will, upon the request of either of them, consult regarding any matter relating to the application of this Agreement or to operations or arrangements carried out pursuant to this Agreement.

2. The Government of France 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 France:

¹³ For agreement of Dec. 23, 1948, giving effect to this paragraph, see TIAS 1873, *post*, p. 1296.

a) Detailed information of projects, programs and measures proposed or adopted by the Government of France to carry out the provisions of this Agreement and the General Obligations of the Convention for European Economic Cooperation;

b) Full statements of operations under this Agreement, including a statement of the use of funds, commodities and services received thereunder, such statements to be made in each calendar quarter;

c) Information regarding its economy and any other relevant information, necessary to supplement that obtained by the Government of the United States of America from the Organization for European Economic Cooperation which the Government of the United States of America may need to determine the nature and scope of operations under the Economic Cooperation Act of 1948, and to evaluate the effectiveness of assistance furnished or contemplated under this Agreement and generally the progress of the joint recovery program.

3. The Government of France will assist the Government of the United States of America to obtain information relating to the materials originating in France referred to in Article V which is necessary to the formulation and execution of the arrangements provided for in that Article.

ARTICLE VIII

(Publicity)

1. The Governments of the United States of America and France recognize that it is in their mutual interest that full publicity be given to the objectives and progress of the joint program for European recovery and of the actions taken in furtherance of that program. It is recognized that wide dissemination of information on the progress of the program is desirable in order to develop the sense of common effort and mutual aid which are essential to the accomplishment of the objectives of the program.

2. The Government of the United States of America will encourage the dissemination of such information and will make it available to the media of public information.

3. The Government of France will encourage the dissemination of such information both directly and in cooperation with the Organization for European Economic Cooperation. It will make such information available to the media of public information and take all practicable steps to ensure that appropriate facilities are provided for such dissemination. It will further provide other participating countries and the Organization for European Economic Cooperation with full information on the progress of the program for economic recovery.

4. The Government of France will make public in France in each cal-

endar quarter, full statements of operations under this Agreement, including information as to the use of funds, commodities and services received.

ARTICLE IX

(Missions)

1. The Government of France agrees to receive a Special Mission for Economic Cooperation which will discharge the responsibilities of the Government of the United States of America in France under this Agreement.

2. The Government of France will, upon appropriate notification from the Ambassador of the United States of America in France, consider the Special Mission and its personnel, and the United States Special Representative in Europe, as part of the Embassy of the United States of America in France for the purpose of enjoying the privileges and immunities accorded to that Embassy and its personnel of comparable rank. The Government of France will further accord appropriate courtesies to the members and staff of the Joint Committee on Foreign Economic Cooperation of the Congress of the United States of America and grant them the facilities and assistance necessary to the effective performance of their responsibilities.

3. The Government of France, directly and through its representatives on the Organization for European Economic Cooperation will extend full cooperation to the Special Mission, to the United States Special Representative in Europe and his staff, and to the members and staff of the Joint Committee. Such cooperation shall include the provision of all information and facilities necessary to the observation and review of the carrying out of this Agreement, including the use of assistance furnished under it.

ARTICLE X

(Settlement of Claims of Nationals)

1. The Governments of the United States of America and France 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 to 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.¹⁴ 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 France further agree that such claims may be referred, in lieu of the Court, to any arbitral tribunal mutually agreed upon.

3. It is further understood that neither Government will espouse a claim pursuant to this Article until its national has exhausted the remedies available to him in the administrative and judicial tribunals of the country in which the claim arose.

ARTICLE XI

(Definitions)

As used in this Agreement:

A. France means the metropolitan territory of the French Republic, together with dependent areas under its administration and areas for which it has assumed international responsibility, including:

- Tunisia
- French Zone of Morocco
- French West Africa (comprising: Senegal, Mauritania, Guinea, Ivory Coast, Dahomey, Sudan, Niger, Upper Volta)
- French Equatorial Africa (comprising: Gabon, Middle Congo, Ubangi-Shari, Chad)
- Togoland and Cameroons (mandate)
- French Somaliland
- Madagascar
- Reunion
- Comoro
- French Settlements in India
- French Indo-China
- New Caledonia
- Tuamotu Archipelago, including Society Islands
- Austral Islands
- Marquesas Archipelago
- St. Pierre and Miquelon
- Martinique
- Guadeloupe
- French Guiana
- The Territory of the Saar

B. The term "participating country" means:

1) Any country which signed the report of the Committee of European Economic Cooperation at Paris on September 22, 1947, and territories for which it has international responsibility and to which the Economic Coop-

¹⁴ TS 993, *ante*, vol. 3, p. 1186.

eration Agreement concluded between that country and the Government of the United States of America has been applied, and

2) Any other country (including any of the zones of occupation of Germany, any areas under international administration or control, and the Free Territory of Trieste or either of its zones) wholly or partly in Europe, together with dependent areas under its administration, for so long as such country is a party to the Convention for European Economic Cooperation and adheres to a joint program for European recovery designed to accomplish the purposes of this Agreement.

ARTICLE XII ¹⁵

(Entry into Force, Amendment, Duration)

1. This Agreement shall become effective on the day on which notice of its ratification by the Government of France is given to the Government of the United States of America. Subject to the provisions of paragraphs 2 and 3 of this Article, it shall remain in force until June 30, 1953, and, unless at least six months before June 30, 1953, either Government shall have given notice in writing to the other of intention to terminate the Agreement on that date, it shall remain in force thereafter until the expiration of six months from the date on which such notice shall have been given.

2. If during the life of this Agreement, either Government should consider there has been a fundamental change in the basic assumption underlying this Agreement, it shall so notify the other Government in writing and the two Governments will thereupon consult with a view to agreeing upon the amendment, modification or termination of this Agreement. If, after three months from such notification the two Governments have not agreed upon the action to be taken in the circumstances, either Government may give notice in writing to the other of intention to terminate this Agreement. Then, subject to the provisions of paragraph 3 of this Article, this Agreement shall terminate either:

- a) Six months after the date of such notice of intention to terminate, or
- b) After such shorter period as may be agreed to be sufficient to ensure that the obligations of the Government of France are performed in respect of any assistance which may continue to be furnished by the Government of the United States of America after the date of such notice; provided, however, that Article V and paragraph 3 of Article VII shall remain in effect until two years after the date of such notice of intention to terminate, but not later than June 30, 1953.

3. Subsidiary agreements and arrangements negotiated pursuant to this Agreement may remain in force beyond the date of termination of this

¹⁵ For an amendment to art. XII, para. 2, see agreement of Sept. 21 and Oct. 8, 1948 (TIAS 1897), *post*, p. 1278.

Agreement and the period of effectiveness of such subsidiary agreements and arrangements shall be governed by their own terms. Article IV shall remain in effect until all the sums in the currency of France required to be deposited in accordance with its own terms have been disposed of as provided in that Article. Paragraph 2 of Article III shall remain in effect for so long as the guaranty payments referred to in that article may be made by the Government of the United States of America.

4. This Agreement may be amended at any time by agreement between the two Governments.

5. The Annex to this Agreement forms an integral part thereof.

6. This Agreement shall be registered with the Secretary-General of the United Nations.

In witness whereof the respective representatives, duly authorized for the purpose, have signed the present Agreement.

Done at Paris, in duplicate, in the English and French languages, both texts authentic, this 28th day of June 1948.

JEFFERSON CAFFERY [SEAL]

G. BIDAULT [SEAL]

ANNEX (INTERPRETIVE NOTES)

1. It is understood that the requirements of paragraph 1 (a) of Article II, relating to the adoption of measures for the efficient use of resources, would include, with respect to commodities furnished under the Agreement, effective measures for safeguarding such commodities and for preventing their diversion to illegal or irregular markets or channels of trade.

2. It is understood that the obligation under paragraph 1 (c) of Article II to balance the budget as soon as practicable would not preclude deficits over a short period but would mean a budgetary policy involving the balancing of the budget in the long run.

3. It is understood that the business practices and business arrangements referred to in paragraph 3 of Article II mean:

a) Fixing prices, terms or conditions to be observed in dealing with others in the purchase, sale or lease of any product;

b) Excluding enterprises from, or allocating or dividing, any territorial market or fields of business activity, or allocating customers, or fixing sales quotas or purchase quotas;

c) Discriminating against particular enterprises;

d) Limiting production or fixing production quotas;

e) Preventing by agreement the development or application of technology or invention whether patented or unpatented;

f) Extending the use of rights under patents, trademarks or copyrights granted by either country to matters which, according to its laws and regu-

lations, are not within the scope of such grants, or to products or conditions of production, use or sale which are likewise not the subjects of such grants; and

g) Such other practices as the two Governments may agree to include.

4. It is understood that the Government of France is obligated to take action in particular instances in accordance with paragraph 3 of Article II only after appropriate investigation or examination.

5. It is understood that the phrase in Article V, "After due regard for the reasonable requirements of France for domestic use" would include the maintenance of reasonable stocks of the materials concerned and that the phrase "commercial export" might include barter transactions. It is also understood that arrangements negotiated under Article V might appropriately include provision for consultation, in accordance with the principles of Article 32 of the Havana Charter for an International Trade Organization¹⁶ in the event that stock piles are liquidated.

6. It is understood that the Government of France will not be requested, under paragraph 2 (a) of Article VII, to furnish detailed information about minor projects or confidential commercial or technical information the disclosure of which would injure legitimate commercial interests.

7. It is understood that the Government of the United States of America in making the notifications referred to in paragraph 2 of Article IX would bear in mind the desirability of restricting, so far as practicable, the number of officials for whom full diplomatic privileges would be requested. It is also understood that the detailed application of Article IX would, when necessary, be the subject of intergovernmental discussion.

8. It is understood that any agreements which might be arrived at pursuant to paragraph 2 of Article X would be subject to ratification by the Senate of the United States of America.

¹⁶ Unperfected. Art. 32(3) of the Havana Charter reads as follows:

"Such Member shall, at the request of any Member which considers itself substantially interested, consult as to the best means of avoiding substantial injury to the economic interests of producers and consumers of the primary commodity in question. In cases where the interests of several Members might be substantially affected, the Organization may participate in the consultations, and the Member holding the stocks shall give due consideration to its recommendations."

DISTRIBUTION AND EXHIBITION IN FRENCH UNION OF AMERICAN MOTION PICTURE FILMS

*Agreement signed at Paris September 16, 1948, with annexes
Effective July 1, 1948
Expired July 1, 1952*

62 Stat. 3001; Treaties and Other
International Acts Series 1841

JOINT DECLARATION OF THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE FRENCH REPUBLIC ON MOTION PICTURES

The Government of the United States of America and the Government of the French Republic have, at the request of the latter, reexamined certain questions relating to the distribution and exhibition in the French Union of American motion picture films, and, in particular, the Franco-American Motion Picture Understanding of May 28, 1946.¹ During these conversations, the specific problems relating to the distribution and exhibition of American films in the French Union have been discussed in the light of the special conditions facing the French Government resulting from its external financial position and balance of payments and other postwar problems of economic adjustment. These conversations have taken place with due regard for the relevant provisions of the international conventions and agreements to which both Governments are parties.

I

The French Government has informed the Government of the United States of America that in view of the current situation in the French film industry it is necessary to increase the screen time reserved to films of national origin. The Franco-American Motion Picture Understanding of May 28, 1946, having expired in accordance with the provisions therein, the French Government has decided, consistent with Article IV of the General Agreement on Tariffs and Trade of October 30, 1947,² to reserve five weeks per quarter for the exhibition of French films, except as otherwise noted (Annex A).

¹ TIAS 1928, *ante*, p. 1162.

² TIAS 1700, *ante*, vol. 4, p. 646.

II

The French Government has decided to make certain modifications in its administrative regulations regarding the two-year rule, fifteen-situations restriction and allocation of raw stock (Annexes B, C and D).

III

In view of the current French external financial situation and balance of payments, the French Government has decided to institute a distribution quota system (applicable to imported films which are dubbed in France for distribution in the French Union) which it considers to be within the provisions of Articles XII and XIII of the General Agreement on Tariffs and Trade. Recognizing its obligations under the above-mentioned Articles of the General Agreement, the French Government undertakes to relax progressively the restriction referred to in this paragraph as its balance of payments situation improves and to eliminate the restriction when conditions no longer justify its maintenance (Annex E).

The Government of the United States of America takes note of this decision of the French Government without prejudice to any rights which the United States Government may have under the General Agreement with respect to any action which the French Government may take to implement this decision.

IV

The two Governments have reached a mutually satisfactory understanding with respect to the financial problems arising from the distribution and exhibition in the French Union of American films (Annex F).

V

The arrangements outlined above shall enter into force retroactively on July 1, 1948, and shall remain in effect for four years from that date. Either party may request, within two months of the expiration of each annual period, a review of the provisions contained in any of the annexed documents, except as otherwise provided. This agreement, however, shall continue in full force and effect for four years except to the extent that both parties agree to modifications thereof.

DONE at Paris, in duplicate, in the English and French languages, this 16th day of September, 1948.

For the Government of the United States of America:

JEFFERSON CAFFERTY [SEAL]

For the Government of the Republic of France:

SCHUMAN [SEAL]

ROBERT LACOSTE [SEAL]

ANNEX A

Screen Quota

Consistent with Article IV of the General Agreement on Tariffs and Trade of October 30, 1947, the French Government declares that it will increase to five weeks per quarter the screen quota established by the Decree of August 17, 1946, regarding the exhibition in the French Union of motion picture films.

The present provisions will be applicable from July 1, 1948. In order to facilitate the application of the screen quota during the period July 1 to December 31, 1948, the quota will be calculated on the basis of this six-month period, i.e., ten weeks out of twenty-six will therefore be reserved to the projection of French films.

ANNEX B

Two-year Dubbing Rule

The French Government declares that, consistent with the treatment it will accord to the films of other nations, it will grant, as of July 1, 1948, for American feature-length films, exceptions up to a maximum number of twenty-four per year, to Article 5, paragraph 3, of the Decree of July 3, 1945, according to which there may not be a delay of more than two years between the date of the first public presentation of a film in its country of origin and the date of the dubbing authorization. On the other hand, this rule will not be applied to shorts.

ANNEX C

Fifteen-Situations Restriction

The French Government declares that it will, as of July 1, 1948, place in force the following provisions concerning the exhibition of films in original version:

I. Films which are released in both original and dubbed versions may be exhibited in five theaters in the Department of the Seine and in ten theaters in the other Departments.

II. Films released exclusively in the original version and for which an agreement has been made not to dub may be exhibited in ten theaters in the Department of the Seine and in twenty theaters in the other Departments.

ANNEX D

Allocation of Raw Stock

In an effort to meet more adequately the raw stock needs of the motion picture industry in France, the French Government declares that it has placed in effect as of July 1, 1948, the following provisions concerning the allocation of different categories of raw stock:

I. Only positive and negative 35 mm raw stock and 35 mm sound track are subject to allocation. The sale of other categories of raw stock is free.

II. Official allocation will be effected in the following manner:

A. Positive raw stock:

The allocation is assured:

1. By the Centre National de la Cinematographie directly, with respect to the requirements of French production and miscellaneous requirements (needs of the public administration, film libraries, etc.);

2. In accordance with the advice of a Committee for the Allocation of Raw Stock for the requirements of news-reels, distribution of French and foreign films, and exports. It is understood that the Committee will evaluate the over-all needs of export, the suballocation being effected by the Centre National de la Cinematographie. The Committee is composed of representatives of the following professional categories: Production, Distribution, Laboratories.

B. Negative raw stock and sound track:

Same as paragraph A. above, except that only the priority needs of French production will be met by the Centre National de la Cinematographie directly.

ANNEX E

Distribution Quota

Taking into account the outlay of foreign exchange which the exhibition of foreign films in France involves and the condition of the French balance of payments, and

Taking into account the provisions of Articles XII and XIII of the General Agreement on Tariffs and Trade,

The French Government has decided to take the following action:

Beginning July 1, 1948, the number of foreign feature-length films which will be authorized for distribution annually (during each year ending June 30) in the French Union in a version dubbed into the French language is fixed as follows:

Films originating in the United States of America: 121;

Films originating in other foreign countries: 65.

Whenever it appears that the French market is insufficiently supplied with films, there may be distributed a supplementary quota of imported films prorated on the basis of the figures given above.

ANNEX F

Financial Agreement

Reference is made to the exchange of letters between the Embassy of the United States of America and the Ministry of Finance, dated June 21, 1947, and July 1, 1947, respectively, which established (a) the amount of money accruing to certain American motion picture companies prior to June 30, 1947, which the Ministry recognized as transferable, and (b) the rate of exchange at which these funds would be transferred. The Government of the French Republic agrees that the amount of those funds and the rate of exchange are hereby confirmed and are not subject to the provisions for annual review contained in Section V of the Joint Declaration.

Although existing economic conditions prevented the transfers being effected on the dates agreed to in the above-mentioned letters, the Government of the French Republic considers that it is now in a position to permit the conversion of a limited amount of francs into dollars for the purpose of satisfying the claims of distributors of American films. Consequently, the Government of the French Republic has decided to establish (a) a new schedule for the liquidation of blocked balances which accrued up to June 30, 1947, (b) a schedule for the transfer of earnings since July 1, 1947, and (c) the conditions under which any remaining blocked francs may be utilized.

To this end the Government of the French Republic proposes and the Government of the United States agrees that:

I. Transfers resulting from repatriation by the American companies of receipts realized by them in the French Union will be limited to \$3,625,000 per year during a period of four years beginning July 1, 1948.

II. The annual transfer will be composed of two parts:

A. \$2,438,205 will be subject to transfer from the remainder of the sum of \$11,715,000 which the French Government agreed to transfer, against receipts accrued to the companies for the period ending June 30, 1947, in order that this remainder which amounts to \$9,752,820 will be entirely transferred at the end of the four-year period.

B. \$1,186,795 will be subject to transfer from receipts accruing to the companies for the period beginning July 1, 1947.

III. The annual remittance will be transferred in four equal installments, each of which will include one-fourth of that portion of the receipts accrued during the period ending June 30, 1947, which are subject to transfer annually, and one-fourth of that portion of the receipts accruing during the period beginning July 1, 1947, which are subject to transfer annually. Each quarterly payment will be made at the end of each budget quarter. The first transfer will take place on September 30, 1948. However, the sum of \$609,551, corresponding to the first installment of the receipts accrued dur-

ing the period prior to June 30, 1947, will, as a special exception, be paid in advance upon the signing of the present accord.

IV. Transfers of receipts accrued during the period ending June 30, 1947, will be made on the basis of the exchange rate of 119.30 francs per dollar. Transfers of receipts accruing during the period beginning July 1, 1947, will be made on the basis of the dollar exchange rate applicable to financial transfers on the date that the transfers take place.

V. The division of the quarterly payments on the amount accrued to the companies during the period ending June 30, 1947, will be effected on the basis of the allocation previously approved by the French Government. The division of the quarterly payments on amounts accruing to the companies during the period after July 1, 1947, will be made on the basis of the gross billings accruing to distributors of American films, as determined by a certified public accountant acceptable to the French Government and to the motion picture companies. Nevertheless, no individual company may transfer, either from receipts accrued before June 30, 1947, or accruing since July 1, 1947, more than the franc countervalue, as defined in Section IV above, of the funds it has on hand on the date the transfer takes place and provided those funds are recognized by the Office des Changes as transferable.

VI. The amounts in francs received by the companies during the period ending June 30, 1952, which have not been transferred under Sections I, II, III, IV and V above may be utilized as specified in Section VII.

VII. Upon application to the Office des Changes, companies will be permitted to use balances remaining in franc accounts for the following purposes within the franc zone:

A. Payment of transportation and other official expenses and salaries of employees of the companies, their affiliated production companies, companies or agents distributing their films, and the Motion Picture Association of America, who may be resident or visiting in the French Union.

B. Payment of any expense incurred incident to preparation of the companies' films for distribution wherever French language films are normally shown—such as expenses of dubbing, translating, subtitling, printing, advertising, and the purchase of any materials necessary for use in these operations.

C. Expenses incident to co-production in France of motion pictures, when approval has been first obtained from the Centre National de la Cinematographie; approval will not be unreasonably withheld. Revenue accruing from Franco-American co-production will be divided between the French partner and the United States partner on a percentage basis identical to that approved for the financing. Revenue accruing to the United States company outside the French Union will not be returnable to the account of the United States company in France, but will be freely disposable abroad by the United States company.

D. Purchase of any right to books, plays, and other literary or musical properties, and purchase of cinematographic patents, provided that any subsequent royalties due to the seller will be paid in the currency of the nation in which the royalties accrue.

E. Purchase of rights to motion pictures produced in France for distribution or sale throughout the world, excepting the franc zone, subject to the approval of the Centre National and the Office des Changes.

F. 1. Subject to the application of the existing French exchange regulations:

Purchase of long-term securities issued by the State or public bodies;

Purchase of French industrial securities, except securities connected with the cinematographic industry, unless special permission has been granted by the Centre National de la Cinematographie;

Investment in French industrial or commercial enterprises, except those connected with cinematographic industries, unless special permission has been granted by the Centre National de la Cinematographie;

Purchase, construction, renovation, leasing of developed or undeveloped real estate, except that purchase, leasing and building of theaters and laboratories, as well as the purchase and leasing of studios, is excluded. However, construction of new studios will be authorized.

2. Income accruing from investments authorized in paragraph 1 above will be transferable to the United States.

3. In cases of eventual transfer, the capital invested will be subject to the general provisions of French exchange regulations.

4. The interested parties will be entitled, after having invested their franc assets in one of the categories mentioned in paragraph 1 above, to liquidate these investments and to reinvest the proceeds in one of the other categories. This new investment will be subject to the same regulations which governed the original one.

G. Purchase of goods and materials for export where such export is deemed by the French Government to be beneficial to the French economy.

H. Contributions to charities designed for French relief.

I. Any other purpose specifically authorized by the Office des Changes.

VIII. Balances remaining in franc accounts will be freely transferable between France and North Africa.

ECONOMIC COOPERATION

*Exchange of notes at Paris September 21 and October 8, 1948,
amending agreement of June 28, 1948
Entered into force October 8, 1948*

62 Stat. 3720; Treaties and Other
International Acts Series 1897

The American Embassy to the Ministry for Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA,
Paris, September 21, 1948

No. 907

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs and has the honor to refer to the Economic Cooperation Agreement between the United States of America and France signed on June 28, 1948.¹ Examination of the official text of this Agreement has revealed a clerical error in Article XII, paragraph 2, which seriously affects the substance of this paragraph. The proviso at the end of sub-paragraph (b) which reads:

“provided, however, that Article V and paragraph 3 of Article VII shall remain in effect until two years after the date of such notice of intention to terminate, but not later than June 30, 1953.”

should begin at the margin and should not be a part of sub-paragraph (b). In other words, this proviso should modify both sub-paragraph (a) and sub-paragraph (b).

The Embassy suggests that this note and the reply of the Foreign Office should constitute a recognition by the two Governments of the clerical error mentioned above and their agreement that the proviso applies to termination under both sub-paragraph (a) and sub-paragraph (b) of Article XII, paragraph 2, of the Agreement under reference.

D.J.R.

THE MINISTRY OF FOREIGN AFFAIRS,
Paris.

¹ TIAS 1783, *ante*, p. 1257.

The Ministry for Foreign Affairs to the American Embassy

[TRANSLATION]

FRENCH REPUBLIC
MINISTRY FOR FOREIGN AFFAIRS
Economic Cooperation Service

Liberty, Equality, Fraternity

PARIS

The Ministry of Foreign Affairs presents its compliments to the Embassy of the United States and, in reply to the Embassy's note of September 21, with regard to the interpretation of Article XII, paragraph 2, of the Economic Cooperation Agreement between France and the United States of America relating to the application of the European recovery program, has the honor to inform it that the French text of this Agreement, as worded, does not contain any error in presentation.

The only interpretation it is possible to give to the original document in the French language is in conformity with that indicated by the Embassy of the United States in note No. 907, that is, that the reservation which is at the end of sub-paragraph (b) :

“ . . . étant entendu toutefois que l'Article V et le paragraphe 3 de l'Article VII resteront en vigueur deux ans après la date de la notification de l'intention de mettre fin à l'Accord, mais en aucun cas après le 30 Juin 1953.”

modifies both sub-paragraph (a) and sub-paragraph (b).

Consequently, the Ministry of Foreign Affairs has the honor to inform the Embassy of the United States that it is in agreement that the official text in the English language relating to Article XII, paragraph (b), should be amended in its presentation, in conformity with the indications given in note No. 907 of the Embassy of the United States, but that it considers it unnecessary to make an amendment in the original text in the French language.

OCT. 8, 1948

EMBASSY OF THE UNITED STATES
Paris.

AIR SERVICE FACILITIES IN INDOCHINA

Agreement signed at Saigon October 19, 1948, with index of radio equipment and letter approving transfer

Entered into force October 19, 1948

Obsolete

62 Stat. 4102; Treaties and Other
International Acts Series 2150

AGREEMENT BETWEEN THE GOVERNMENT OF THE U.S.A. AND THE GOVERNMENT OF THE FRENCH REPUBLIC

ENCLOSURE: Inventory of Radio Equipment.

The Government of the United States of America, represented by George M. ABBOTT, American Consul General, Saigon, and the Government of the French Republic, Ministry of Public Works, Transport and Tourism Secretariat General of Civil and Commercial Aviation, represented by Colonel Charles LAFON, Director of Civil Aviation in Indochina, have on this 19th day of October 1948, entered into the following agreement regarding the radio equipment of American lend-lease origin listed in the attached annex:

The Government of the United States of America approves the re-transfer to the Government of the French Republic of the equipment in question by the British Government and relinquishes all title to such equipment. The Government of the French Republic in turn agrees:

1° To operate and maintain without interruption all the installations in a manner satisfactory for air traffic into and away from airdromes at which the facilities are located and along the international air routes converging on those airdromes.

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 ICAO.

3° To transmit weather reports in accordance with the international procedures in use at the time of the transfer of the facilities in a manner adequate to insure an integrated meteorological network for the international air routes unless changed by international agreement to which the Governments of the United States of America and French Republic are parties.

4° To continue the operation of all types of facilities in their present locations or at new locations deemed preferable by the representatives of both Governments until (a) new facilities are installed in accordance with standards promulgated by ICAO or (b) it is determined by the Government of French Republic and the United States that there is no longer a need for the original facilities. It is understood that the aeronautical facilities will be devoted exclusively to aeronautical service and will not be diverted to the communication service.

5° To provide English speaking operators at air to ground and Control Tower communication positions until regulations covering such voice transmissions are promulgated by the ICAO and further until such regulations are promulgated to grant permission to a representative of the U.S. air carriers authorized to serve an 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 U.S. aircraft flying in the vicinity of the airdrome.

6° To utilize for air-ground and control tower communications the radio frequencies allotted for such purpose by ICAO on the basis of International Telecommunications regulations¹ prescribing allocations of radio frequency bands.

7° To authorize and facilitate day-to-day adjustments in the air communication service matters by direct communication between the Department of Civil Aviation and the service agency of the United States Government, United States air carriers, or a communication organization representing one or more of them.

8° To authorize U.S. air carriers or the Civil Aeronautics Administration of the U.S. to designate a technical adviser to advise and assist the agency by the French Republic Government to operate the facilities so far as they relate to the safety and efficiency of U.S. airline operation, this designation is to continue as long as it is useful to U.S. air carriers.

Attached is a copy of the letter from the American Consul General to the British Consul General approving this transfer.

For the Government of the United States of America

GEORGE M. ABBOTT [SEAL]
American Consul General

For the Government of the French Republic

CH. LAFON [SEAL]
*Director of Civil Aviation in
Indochina*

¹ See 49 Stat. 2445 or p. 181 of TS 867.

INVENTORY OF RADIO EQUIPMENT

Articles N°

- 1 Radio Receiver, BC-445-B
- 2 Transmitter, BC-458-A
- 3 Modulator Unit, BC-456-A
- 4 Control Box, BC-451-A
- 5 Transmitter, CKP 52245-A
- 6 Receiver, CKP 46152-A
- 7 Power Unit, CKP 21881-A
- 8 Loud Speaker, RCA
- 9 Transmitter, type BC-610-E
- 10 Transmitter, type ET-4336
- 11 Control Rack, MI-11619
- 12 Double Throw enclosed Safety Switches 4 pole, 60 amp 230 volts.
- 13 Multi Breaker Switches, type M
- 14 Frequency Meter, SRC-211
- 15 Triumph Multi Range Meter
- 16 Receivers Type AR 88
- 17 Receivers Type AR 88
- 18 Receivers Type AR 88
- 19 Receivers Type AR 88
- 20 Receivers Type BC-1066-B
- 21 Signal Generator, L-196-B
- 22 Eureka Beacon, AN/TPN/1

LETTER APPROVING TRANSFER

AMERICAN CONSULATE GENERAL
SAIGON, FRENCH INDOCHINA, *Sept. 1948*

FRANK S. GIBBS, Esquire,
H. B. M. *Consul General*,
Saigon.

SIR AND DEAR COLLEAGUE,

You are hereby authorized to transfer to the Government of the French Republic, represented by Colonel Charles LAFON, Director of Civil Aviation in Indochina, the American radio equipment left at TAN-SON-NHUT Airport by Royal Air Force Staging Post N° 2 at the time of its withdrawal.

This equipment includes items No 1 to 23 on Form SPB 3-1 signed by Squadron Leader Edgar Jacques WICHT on May, 1948. An inventory of this material is attached to the agreement being entered into between the Government of the French Republic and my Government concerning future use of this equipment, a copy of which is enclosed for your information.

GEORGE M. ABBOTT
American Consul General

FINANCING OF EDUCATIONAL EXCHANGE PROGRAMS

Agreement signed at Paris October 22, 1948

Entered into force November 18, 1948

*Amended by agreements of June 18 and 30, 1954;¹ June 30, 1955;²
and April 29, 1960³*

Extended by agreement of June 30, 1955²

Terminated May 28, 1965, by agreement of May 7, 1965⁴

62 Stat. 3625; Treaties and Other
International Acts Series 1877

CONVENTION BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE FRENCH REPUBLIC WITH A VIEW TO FINANCING CERTAIN PROGRAMS OF EXCHANGES IN THE FIELD OF EDUCATION

The Government of the United States of America
and

The Government of the French Republic;
desiring to promote further mutual understanding between the peoples of the United States of America and the French Republic by a wider exchange of knowledge and professional talents;

Considering that the Secretary of State of the United States of America may enter into an agreement for financing certain educational exchange programs from currencies or credits for currencies acquired pursuant to the Memorandum of Understanding dated May 28, 1946⁵ and the supplements thereto;⁶

Have agreed as follows:

¹ 5 UST 1538; TIAS 3031.

² 6 UST 2097; TIAS 3281.

³ 11 UST 1458; TIAS 4487.

⁴ 16 UST 1659; TIAS 5889.

⁵ TIAS 1928, *ante*, p. 1126.

⁶ For an amendment to the second paragraph of the preamble, see agreement of Apr. 29, 1960 (11 UST 1458; TIAS 4487).

ARTICLE 1

There shall be established a Commission to be known as the United States Educational Commission for France (hereinafter designated "The Commission"), which shall be recognized by the Government of the United States of America and the Government of the French Republic as an organization created and established to facilitate the administration of an educational program financed by funds made available in accordance with the Memorandum of Understanding dated May 28, 1946 and the supplements thereto.⁷ Except as hereinafter provided, the Commission shall be exempt from the domestic and local laws of the United States of America as they relate to the use and expenditure of currencies and credits for currencies for the purposes set forth in the present agreement. The funds shall enjoy on the part of the Government of the French Republic the exemption and immunities accorded to the property of a foreign government.

Funds made available under the present agreement, within the conditions and limitations hereinafter set forth, shall be placed at the disposal of the Commission for the purposes 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 France and Territories of the French Union, or of the nationals of France in the United States schools and institutions of higher learning located outside the continental United States, Hawaii, Alaska (including the Aleutian Islands), Puerto Rico, and the Virgin Islands, including payment for transportation, tuition, maintenance, and other expenses incident to scholastic activities;

or

2. Furnishing transportation for nationals of France who may be chosen to attend United States schools and institutions of higher learning in the continental United States, Hawaii, Alaska (including the Aleutian Islands) and whose attendance will not deprive citizens of the United States of America of an opportunity to attend such schools and institutions.

ARTICLE 2

In furtherance of the aforementioned purposes, the Commission may, subject to the provisions of the present agreement, exercise all powers necessary to the carrying out of the purposes of this agreement, including the following:

1. Plan, adopt and carry out programs in accordance with the purposes of Section 32(b) of the United States Surplus Property Act of 1944,⁸ as amended, and the purposes of this agreement;

⁷ For an amendment to art. 1, see agreement of Apr. 29, 1960 (11 UST 1458; TIAS 4487).

⁸ 58 Stat. 782.

2. 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 France and the Territories of the French Union, and institutions of France and the Territories of the French Union qualified in the opinion of the Commission to participate in the educational program in accordance with the aforesaid Act;

3. 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 Commission;

4. Authorize the Treasurer of the Commission or such other person as the Commission may designate to receive funds to be deposited in bank accounts in the name of the Treasurer of the Commission or such other person as may be designated. The appointment of the Treasurer or such designee shall be approved by the Secretary of State and he shall deposit funds received in a depository or depositories designated by the Secretary of State;

5. Subject to the conditions and limitations as set forth herein, authorize the disbursement of funds and the making of grants and advances of funds for the authorized purposes of the Commission;

6. Provide for periodic audits of the accounts of the Treasurer of the Commission as directed by auditors selected by the Secretary of State of the United States of America;

7. Engage an Executive Officer, administrative and clerical staff, and fix and authorize the payment of salaries and wages thereof out of the funds made available.

ARTICLE 3

All commitments, obligations and expenditures authorized by the Commission shall be made pursuant to budgets to be approved by the Secretary of State of the United States of America pursuant to such regulations as he may prescribe.

ARTICLE 4

The Commission shall consist of twelve members, six of whom shall be citizens of the United States of America, six of whom shall be citizens of France. Of the citizens of the United States a minimum of three shall be officers of the United States Foreign Service Establishment in France. The principal officer in charge of the Diplomatic Mission of the United States of America to France (hereinafter designated as the "Chief of Mission"), shall be Honorary Chairman of the Commission and may cast the deciding vote in the event of a tie vote by the Commission. He shall have the power of appointment and removal of the United States citizens on the Commission. The

citizens of the French Republic on the Commission shall be designated by the Government of the French Republic. A Chairman with voting power shall be selected by the Commission from among its members.

The members shall serve from the time of their appointment until one year from the following December 31 and shall be eligible for reappointment. Vacancies by reason of resignation, transfer of residence outside France, expiration of term of service or otherwise shall be filled in accordance with this procedure. The members shall serve without compensation, but the Commission may authorize the payment of the necessary expenses of the members in attending the meetings of the Commission.

ARTICLE 5

The Commission shall adopt such rules and appoint such committees as it shall deem necessary for the conduct of its affairs.

ARTICLE 6

Reports acceptable in form and content to the Department of State of the United States shall be made annually on the activities of the Commission to the Secretary of State of the United States of America and the Government of the French Republic.

ARTICLE 7

The principal office of the Commission shall be in Paris, but meetings of the Commission and any of its committees may be held in such other places as the Commission may from time to time determine, and the activities of any of the Commission's officers or staff may be carried on at such places as may be approved by the Commission, within the limit of any rules, regulations and restrictions in force in territories under the authority of the French Republic.

ARTICLE 8

In the event it is found to be impracticable for the Commission to engage an Executive Officer, 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.

ARTICLE 9⁹

The Secretary of State of the United States of America will make available for expenditure as authorized by the Commission currency of the Government of the French Republic in an amount not to exceed the equivalent of

⁹ For amendments to art. 9, see agreements of June 18 and 30, 1954 (5 UST 1538; TIAS 3031), and Apr. 29, 1960 (11 UST 1458; TIAS 4487).

five million dollars nor in excess of the budgetary limitation established pursuant to Article 3 of the present agreement.

ARTICLE 10

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 11

The present agreement shall be reviewed by representatives of the two governments before December 31st, 1951.

However, the two governments may, on the request of either, come to an earlier understanding on changes in the present agreement.

ARTICLE 12

The Government of the United States of America and the Government of the French Republic shall make every effort to facilitate the exchange of persons programs authorized in this agreement and to resolve problems which may arise in the operation thereof.

ARTICLE 13

The present agreement shall come into force on the day on which notice of its ratification by the Government of the French Republic is given to the Government of the United States of America.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto by their respective Governments, have signed the present agreement.

DONE at Paris the 22nd October 1948 in duplicate, in the English and French language.

JEFFERSON CAFFERY [SEAL]

SCHUMAN [SEAL]

YVON DELBOS [SEAL]

ECONOMIC COOPERATION

Exchange of notes at Paris November 17 and 20, 1948, amending agreement of June 28, 1948

Entered into force November 20, 1948

62 Stat. 3720; Treaties and Other
International Acts Series 1897

The American Ambassador to the Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
PARIS, November 17, 1948

No. 1211

EXCELLENCY:

I have the honor to refer to the Economic Cooperation Agreement between our two Governments which was signed on June 28, 1948,¹ and to call your attention to an apparent discrepancy between the English and French texts in paragraph 5 of Article IV. The English text in question reads as follows: ". . . from any point of entry in France to the consignee's designated point of delivery in France . . .". The French text of this passage reads as follows: ". . ., depuis le lieu d'entrée en territoire métropolitain français, jusqu'au point de destination indiqué par le destinataire en territoire métropolitain français."

In order that the paragraph under reference in the French text may have the same territorial applicability as that in the English text, when considered in the light of Article XI, I suggest that the French text be amended to read as follows: ". . ., depuis le lieu d'entrée en France, jusqu'au point de destination indiqué par le destinataire en France."

If you agree, I propose that this note and your reply constitute a record of agreement to the abovementioned suggested amendment to the French text of the Economic Cooperation Agreement.

Please accept, Excellency, the renewed assurances of my highest consideration.

JEFFERSON CAFFERY

His Excellency

M. ROBERT SCHUMAN,
Minister for Foreign Affairs,
Paris.

¹ TIAS 1783, ante, p. 1257.

The Minister of Foreign Affairs to the American Ambassador

[TRANSLATION]

FRENCH REPUBLIC
MINISTRY FOR FOREIGN AFFAIRS

Liberty—Equality—Fraternity

PARIS, *November 20, 1948*

MR. AMBASSADOR:

Your Excellency was so good as to call my attention, in your communication of November 17, to a slight difference in the texts of the French and English versions of the Economic Cooperation Agreement signed between the two Governments on June 28, last.

Paragraph 5 of Article 4 of this Agreement reads in effect: “. . . from any point of entry in France to the consignee's designated point of delivery in France . . .”, while the French text states: “. . . from any point of entry in French metropolitan territory to the consignee's designated point of delivery in French metropolitan territory”.

As you were good enough to suggest, the French text should henceforth read “. . . depuis le lieu d'entrée en France, jusqu'au point de destination indiqué par le destinataire en France”, the word “France” being understood in the sense of Article XI of the Agreement.

As you were so good as to propose, your letter of November 17 and my reply of today's date shall constitute the agreement of our two Governments to the amendment in wording envisaged.

I avail myself of this occasion, Mr. Ambassador, to renew to Your Excellency the assurances of my high consideration.

SCHUMAN

His Excellency

JEFFERSON CAFFERY,
*Ambassador of the United States of America
in Paris.*

ECONOMIC COOPERATION

Exchange of notes at Paris November 27, 1948

Entered into force November 27, 1948

*Amended by agreement of March 29 and April 6, 1950*¹

Department of State files

The American Ambassador to the Minister of Foreign Affairs

NOVEMBER 27, 1948

EXCELLENCY:

I have the honor to refer to the conversations which have recently taken place between representatives of our two Governments relating to the obligations arising from the exercise of drawing rights made available to France pursuant to the Agreement for Intra-European Payments and Compensation of 16 October 1948 insofar as such drawing rights are attributable to U.S. dollar assistance furnished by the Economic Cooperation Administration to participating countries for the purposes of that Agreement.

To the extent that the Agent authorized to perform payments compensations pursuant to the Agreement for Intra-European Payments and Compensation utilizes drawing rights established in favor of France, the Government of France will deposit commensurate amounts of francs in the special national currency account established under Article IV of the Economic Cooperation Agreement between France and the United States.²

¹ Not printed. The substantive paragraphs of the notes of Mar. 29 and Apr. 6, 1950, read as follows:

"1. Wherever references to drawing rights appear in the aforementioned exchange of notes [notes of Nov. 27, 1948], such references shall be deemed to apply to the drawing rights made available under both the Agreement for Intra-European Payments and Compensations of October 16, 1948, and the Agreement for Intra-European Payments and Compensations of September 7, 1949.

"2. Wherever references to the agent appear in the aforementioned exchange of notes, such references shall be deemed to apply both to the agent for compensations under the Agreement for Intra-European Payments and Compensations of October 16, 1948, and to the agent for operations under the Agreement for Intra-European Payments and Compensations of September 7, 1949.

"Effective October 1, 1949, the time of notification relevant for purposes of deposits of local currency made pursuant to the exchange of notes shall in each case be deemed to be the date of the last day of the monthly period with respect to which the drawing rights covered by the notification have been exercised."

² TIAS 1783, *ante*, p. 1261.

The amounts to be deposited shall be equivalent to the U.S. dollar value of drawing rights made available to participating countries and exercised in favor of France as communicated to the E.C.A. by the agent. This value will be identical with the amounts of U.S. dollars allotted to such participating countries in order to obligate them to make such drawing rights available.

The rate of exchange governing the computation of amounts of French francs deemed equivalent to the dollar value of drawing rights as set forth in paragraph 2 above shall be the same as the rate governing deposits made in accordance with Article IV of the Economic Cooperation Agreement between France and the United States.

Deposits of French francs made pursuant to this exchange of letters shall be held and governed in accordance with all the terms and conditions applicable to deposits made pursuant to Article IV of the Economic Cooperation Agreement between the United States and France.

It is understood that obligations to deposit French francs in accordance with this note apply only in the case of drawing rights to which no obligations of repayment attach.

Please accept, Excellency, the renewed assurance of my highest consideration.

JEFFERSON CAFFERY

His Excellency

M. ROBERT SCHUMAN,
Minister of Foreign Affairs,
Paris.

The Minister of Foreign Affairs to the American Ambassador

[TRANSLATION]

FRENCH REPUBLIC
MINISTRY FOR FOREIGN AFFAIRS

Liberty, Equality, Fraternity

PARIS, *November 27, 1948*

MR. AMBASSADOR:

I have the honor to acknowledge receipt of your letter dated today, in which Your Excellency refers to conversations that have taken place between representatives of our two Governments on the subject of obligations arising from the exercise of drawing rights made available to France pursuant to the Agreement for Payments and Compensation of October 16, 1948, in so far as they are attributable to U.S. dollar assistance furnished by the Economic Cooperation Administration to participating countries for the purposes of that Agreement.

I have the honor to inform Your Excellency that the French Government agrees to the following provisions which you set forth in the aforementioned communication:

To the extent that the Agent authorized to perform payments compensations pursuant to the Agreement for Payments and Compensation utilizes drawing rights established in favor of France, the French Government will deposit an equivalent amount in francs in the special account opened in accordance with Article IV of the Economic Cooperation Agreement between France and the United States.

The amounts deposited in that account shall be equivalent to the U.S. dollar value of drawing rights made available to participating countries and utilized in favor of France as communicated to the E.C.A. by the Agent. This value will be identical with the amounts of U.S. dollars allotted to such participating countries in order to permit them to grant the drawing rights.

The rate of exchange governing the computation of the amount of French francs deemed equivalent to the dollar value of the drawing rights, as set forth in Paragraph 3 of this communication, shall be the same as the rate governing deposits made in accordance with Article IV of the Economic Cooperation Agreement between France and the United States.

Deposits of French francs made pursuant to this exchange of letters shall be held and governed in accordance with the terms and conditions applicable to deposits made pursuant to Article IV of the Economic Cooperation Agreement between France and the United States.

It is understood that the obligation to deposit French francs in accordance with this note apply only in the case of drawing rights to which no obligation of repayment is attached.

I avail myself of this occasion, Mr. Ambassador, to renew to Your Excellency the assurances of my highest consideration.

SCHUMAN

His Excellency

JEFFERSON CAFFERY

*Ambassador of the United States,
Paris.*

AERIAL MAPPING: PACIFIC AREA PROJECT

Exchange of notes at Paris November 27, 1948

Entered into force November 27, 1948

[For text, see 3 UST 491; TIAS 2407.]

MILITARY OBLIGATIONS OF CERTAIN PERSONS HAVING DUAL NATIONALITY

Exchange of notes at Paris December 22, 1948

Entered into force December 22, 1948

*Extended by agreement of November 18 and December 31, 1952*¹

62 Stat. 3621; Treaties and Other
International Acts Series 1876

The Minister of Foreign Affairs to the American Ambassador

[TRANSLATION]

PARIS, *December 22, 1948*

MR. AMBASSADOR:

I have the honor to inform you that, desirous of resolving the difficulties which persons who are nationals of both countries encounter as a result of their military obligations in our two countries, the French Government considers that it would be desirable and opportune to conclude an agreement in the following terms:

1. It will be considered that citizens of the United States of America who are also French citizens have fulfilled their military obligations in France during the wars of 1914–1918 and 1939–1945 if they have fulfilled the same obligations in the armed forces of the United States and can prove the fact by an official document from United States authorities.

2. It will be considered that French citizens who are also citizens of the United States of America have fulfilled their military obligations to the United States during the wars of 1914–1918 and 1939–1945 if they have fulfilled the same obligations in the French armed forces and can prove the fact by an official document from French authorities.

3. Interested persons will be granted a period of two years from the date on which this agreement comes into force in which to clarify their status by producing the above-mentioned document.

4. Each of the two Governments will deliver to the citizens of the other government who have volunteered in its armed forces during the wars of 1914–1918 and 1939–1945, an official certificate designed to permit them to clarify their status in regard to their own country.

5. The conditions under which any service rendered in the national interest during the wars of 1914–1918 and 1939–1945 can be considered mili-

¹ 3 UST 5345; TIAS 2741.

tary service will be left to the joint decision of the two governments. A certificate specifying the nature of the services rendered will be delivered to the interested party when the question arises by the means provided in the preceding paragraphs.

6. The provisions of the present agreement in no way affect the legal position of interested parties in the matter of nationality.

7. The present agreement, which supersedes the agreement of February 25, 1948² will become effective immediately, and will remain in effect until the expiration of the period of two years mentioned in paragraph 3.

The present note and Your Excellency's reply, if these proposals are acceptable to the Government of the United States, will constitute the agreement between the two governments on this question.

Please accept, Mr. Ambassador, the assurances of my very high consideration.

SCHUMAN

His Excellency

JEFFERSON CAFFERY

Ambassador of the United States of America

Paris

The American Ambassador to the Minister of Foreign Affairs

No. 1358

PARIS, December 22, 1948

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's Note of December 22, 1948, informing me that the French Government, desirous of resolving the difficulties which those persons who are nationals of both countries encounter as a result of their military obligations in our two countries, considers that it would be both desirable and opportune to conclude an agreement in the following terms:

[For terms of agreement, see numbered paragraphs of U.S. note, above.]

These proposals are acceptable to my Government, and Your Excellency's proposal and this reply will constitute the agreement between the two governments on this question.

I avail myself of this occasion to renew to Your Excellency the assurance of my highest consideration.

JEFFERSON CAFFERY

His Excellency

Monsieur ROBERT SCHUMAN,

Minister of Foreign Affairs,

Paris

² TIAS 1756, *ante*, p. 1242.

RELIEF ASSISTANCE

Agreement signed at Paris December 23, 1948

Entered into force December 23, 1948

Amended by agreements of January 31, 1950;¹ August 3, 1950;² and July 2 and August 5, 1952³

62 Stat. 3587; Treaties and Other
International Acts Series 1873

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE FRENCH REPUBLIC FOR FREE ENTRY AND FREE INLAND TRANSPORTATION OF RELIEF SUPPLIES AND PACKAGES

The Government of the United States of America and the Government of the French Republic, desirous of giving effect to Article VI, Paragraph 2, and Article IV, Paragraph 5, of the Economic Cooperation Agreement between France and the United States of America, signed on June 28, 1948,⁴ agree as follows:

ARTICLE I

DUTY-FREE ENTRY

The French Government shall accord duty-free entry into Metropolitan France⁵ of:

1. Supplies of Relief Goods and Standard Packs donated to or purchased by United States voluntary nonprofit relief agencies qualified under Economic Cooperation Administration (hereinafter referred to as ECA) regulations and consigned to such charitable organizations (including French branches of these agencies), as have been or hereafter shall be approved by the French Government;

2. Relief Packages from residents of the United States sent by parcel post or other commercial channels to individuals residing in Metropolitan France whether privately packed or by order placed with a commercial firm;

¹ 1 UST 224; TIAS 2043.

² 1 UST 597; TIAS 2107.

³ 3 UST 5039; TIAS 2684.

⁴ TIAS 1783, *ante*, p. 1257.

⁵ Application of agreement extended to Algeria, Tunisia, and French Zone of Morocco by agreement of Jan. 31, 1950 (1 UST 224; TIAS 2043).

3. Standard Packs put up by United States voluntary nonprofit relief agencies, or their agents, qualified under ECA regulations, for the account of persons residing in the United States and addressed to individuals residing in Metropolitan France.

ARTICLE II

CONTENTS OF DUTY-FREE SHIPMENTS

1. Relief Packages and Standard Packs, as referred to in Article I, shall contain only non-perishable food; clothing and shoes for every day use; clothes-making and shoe-making materials; mailable medical and health supplies the admission of which is permitted under French regulations and household supplies and utensils; expressly excluding

- (a) tobacco, cigars and cigarettes
- (b) alcohol and alcoholic beverages
- (c) luxury clothing; hides, furs, textiles of silk or nylon, gloves or other articles of like nature

and, furthermore, any goods which are not qualified for ocean freight subsidy under the ECA act ⁶ and regulations issued by the Administrator thereunder.

Such Relief Packages and Standard Packs shall not exceed, in any case, 44 lbs. in weight and shall be intended only for the personal use of the addressee and his immediate family.

2. Relief Goods, as referred to in paragraph 1 of Article I, may include products and articles permitted in Relief Packages and Standard Packs and also, upon special authorization of the French Customs Administration at the request of the charitable organizations (including French branches of United States voluntary nonprofit relief agencies) to which such goods are consigned, may include any product or article which is not expressly specified in sub-paragraphs (a), (b), and (c) of paragraph 1 above.

ARTICLE III

FURTHER PROVISIONS REGARDING DUTY-FREE ENTRY

1. The French Government may limit the quantities of any product or article which may be included in any Relief Package or Standard Pack and the number of Relief Packages or Standard Packs which any one addressee may receive free of duty in any month. Relief Packages and Standard Packs containing quantities of any product or article in excess of such limitations or those for any one addressee in excess of the maximum monthly number or quantity so prescribed will not be entitled to duty-free entry. The French Government will give reasonable notice to the ECA Special Mission to France of any such proposed limitations.

⁶ 62 Stat. 137.

2. Relief Packages, as referred to in paragraph 2 of Article I, must be accompanied by detailed description of contents and declaration of value and shall be labelled "U.S.A. Gift Parcel."

3. Recipients of Relief Packages and Standard Packs must be able to furnish proof, at the request of the French Customs Administration, that no person residing in France has directly or indirectly made payment therefor in France or abroad.

4. The French Customs Administration may exclude from the benefit of the agreement all Relief Packages forwarded by commercial firms which accept unlawful settlement in payment therefor or which, in France, advertise or take other steps to obtain orders for Relief Packages to be paid for by French addressees.

ARTICLE IV

REIMBURSEMENT OF TRANSPORTATION COSTS

Costs of transportation in Metropolitan France (as defined in Paragraph 5 of Article IV of the Economic Cooperation Agreement) of shipments which are accorded duty-free entry in accordance with the above provisions will be reimbursed under the following conditions:

1. The cost of transportation of packages sent by United States parcel post will be computed by the French Postal Administration in conformity with the agreements, rules and regulations of the International Postal System in effect at the time of forwarding. Such costs will be reimbursed to the French Postal Administration out of the special account provided for in Article IV of the Economic Cooperation Agreement (hereinafter referred to as the Special Account) and no claim for such costs will be made against the United States Government.

2. The cost of transportation of Relief Goods and Standard Packs despatched from the United States by any normal commercial channel and forwarded in France to the final addressee by an agent (approved by the shipper and by the French Government) by means of a French public or contract carrier or by other means of transport arranged by such agent will be reimbursed to such agent by the French Government out of the Special Account upon presentation of adequate documentation.

3. The cost of transportation of Relief Goods and Standard Packs as referred to in paragraph 1 of Article I despatched from a country other than the United States by any normal commercial channel and forwarded in France to the final addressee by an agent (approved by the shipper and by the French Government) by means of a French public or contract carrier (other than the French Postal Administration) or by other means of transport arranged by such agent will be reimbursed to such agent by the French Government out of the Special Account upon presentation of adequate documentation.

4. If, in the case of any such shipments as are referred to in paragraphs 2 and 3 next preceding, the carrier, by arrangement with the shipper or such agent, has forwarded such shipments without requiring payment of the cost of transportation, the French Government will reimburse the carrier for the cost thereof out of the Special Account upon presentation of adequate documentation, including verification by such agent.

ARTICLE V

AUDITING OF REIMBURSEMENTS

The French Government, when reimbursements provided for in Article IV have been made, will submit to the ECA Special Mission to France, with a copy to the Controller, ECA Washington, monthly statements of the amounts so expended, in form mutually satisfactory to the French Government and said Mission. Each such statement shall at least show the total weight carried and the charges therefor, and adjustments shall be made to the Special Account if shown to be required by ECA audit.

ARTICLE VI

PERIOD OF AGREEMENT

This agreement shall come into effect

1. Immediately, insofar as the provisions with regard to duty-free entry are concerned;

2. As of June 28, 1948, insofar as the provisions for the reimbursement of costs of transportation of Relief Goods and Standard Packs as referred to in paragraphs 1 and 3 of Article I are concerned; and immediately insofar as the provisions for the reimbursement of costs of transportation of Relief Packages as referred to in paragraph 2 of Article I are concerned;

and shall remain in force, subject to such prior termination or modification as may be agreed upon between the Government of the United States and the Government of France, for the same period as the Economic Cooperation Agreement of June 28, 1948.

In witness thereof the respective plenipotentiaries have affixed their signatures and seals to the present agreement.

Done, at Paris, in duplicate, in the English and French languages, both texts authentic, this 23d day of December, 1948.

For the Government of the United States of America

JEFFERSON CAFFERY [SEAL]

DAVID K. E. BRUCE [SEAL]

For the Government of the French Republic

SCHUMAN [SEAL]

LEND-LEASE SETTLEMENT: MARITIME CLAIMS AND LITIGATION

*Agreement signed at Washington March 14, 1949, supplementing
memorandum of understanding of May 28, 1946
Entered into force March 14, 1949*

63 Stat. 2499; Treaties and Other
International Acts Series 1935

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES AND THE GOVERNMENT OF FRANCE RESPECTING MARITIME CLAIMS AND LITIGATION

The Government of the United States of America and the Government of the French Republic, desiring to avoid between themselves and between their nationals litigation in matters of maritime transportation, and desiring to carry out the terms and spirit of paragraph 6(b) of the Memorandum of Understanding Regarding Settlement for Lend-Lease, Reciprocal Aid, Surplus War Property, and Claims, dated May 28, 1946,¹ agree as follows:

ARTICLE I

Each of the Contracting Governments hereby waives all claims against the other Contracting Government or against any servant or agent of such Government in any case where such servant or agent is entitled to indemnity from his or its Government, arising as follows:

(1) Claims arising out of loss of or damage to the vessels, cargoes, aids to navigation, shore structures or port installations, fixed or movable, owned by one Contracting Government, caused by the navigation, operation, construction or location of the vessels, cargoes, aids to navigation, shore structures or port installations, fixed or movable, owned by the other Contracting Government.

(2) Claims arising out of salvage services, including temporary repairs incidental to the salvage itself, rendered by one Contracting Government or by any organization owned or so controlled by it as to authorize it to make this waiver on its behalf, to any vessel, cargo or freight owned by the other Contracting Government.

¹ TIAS 1928, *ante*, p. 1126.

(3) Claims for loss of or damage to cargo owned by one Contracting Government arising out of the carriage or handling thereof and claims for the loss of or damage to any cargo or vessel owned by one Contracting Government caused by the carriage or handling of cargo owned by the other Contracting Government.

(4) Claims of one Government for general average contribution against the other Government, or against the vessels, cargo and freight owned by it.

Each Contracting Government undertakes not to make any claim in respect of any vessels or cargo insured by it to which it may be entitled by virtue of any right of subrogation either

- (a) directly against the other Contracting Government, or
- (b) in any case where such other Government represents that such claim if made would ultimately be borne by such other Government.

(5) Nothing in this Article, or elsewhere herein, shall be construed to waive any claims of the French Government, as an insured, under policies of hull insurance effected by the United States Government on vessels bareboat chartered to the French Government and time chartered back to the United States Government.

ARTICLE II

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, and in consequence claims which would otherwise be required to be waived under this Agreement shall be asserted. Any recoveries, however, shall be waived by the Government entitled to such recoveries or at the option of such Government shall be dealt with in such other way as will give effect to the purposes of the Agreement.

ARTICLE III

(1) The ownership referred to by the word "owned" as used in this Agreement shall include the interest which one of the Contracting Governments may have in a vessel or cargo by reason of the assumption by such Government, whether under charter, requisition or decree or by virtue of insurance, indemnity, or otherwise, of rights, or liabilities, or both, of the owners of such vessel or cargo respectively, notwithstanding the fact that any such interest may be insured or reinsured with private underwriters.

The expression "vessel owned by a Contracting Government" includes but is not limited to a vessel on bareboat charter to a Contracting Government or requisitioned by the Contracting Government on bareboat terms, or time

chartered to or otherwise operated by or for a Contracting Government on terms which authorize such Government to make this Agreement effective with respect to such vessel. The term "vessel" shall include a naval vessel.

(2) Each Government represents that, by reason of this Agreement or arrangements made in connection therewith, any insurance which it may cause to be taken out or which it has caused to be taken out on any ship or cargo being the property of such Government, or of any wholly-owned agency or instrumentality of such Government, is, wherever any waiver provided for in this Agreement would in the absence of such insurance apply,

- (a) free of claim in respect of any liability of the insured interest towards the other Government and
- (b) without recourse against such other Government.

(3) In order to carry out the full intention of the provisions of Article I of this Agreement each Contracting Government will so arrange in connection with bareboat charters to it of vessels subject to the terms of this Agreement that the owners or persons interested through such owners shall not have or assert any claims of the character specified in Article I.

ARTICLE IV

Nothing in this Agreement shall be construed as a waiver of the right of either Contracting Government in appropriate cases to assert sovereign immunity.

ARTICLE V

Claims asserted or about to be asserted against one Government in the courts of the other Government by nationals of that other Government for damages of the categories which, as between the two Governments, are made the subject of waiver by Article I, and claims for personal injury by such nationals arising out of activities referred to in said Article I, will be paid or otherwise disposed of as matters of lend-lease and reverse lend-lease, each Government effecting the payment, settlement or other final disposition of all such claims. In general, one Contracting Government will at the request of the other take such steps as may be necessary to release vessels and cargo belonging to the other Government from legal action brought in a court of the former Government. Such aid shall be granted with respect to claims asserted or about to be asserted in the courts of each Government.

ARTICLE VI

Affirmative claims of either Government against the nationals of the other Government arising out of maritime incidents shall be tendered to the other for handling before being otherwise pressed in the courts of the other Government. The amounts thus recovered will be credited to lend-lease and reverse lend-lease accounts.

ARTICLE VII

Each Government shall prescribe the procedure for the investigation and disposition of claims to be paid by such Government pursuant to Articles V and VI after consultation with the other Government.

ARTICLE VIII

(1) The intergovernmental waiver provisions of this Agreement embodied in Articles I to IV shall apply in respect to all claims arising from incidents that occurred on or after December 7, 1941 and prior to July 1, 1946.

(2) The lend-lease and reverse lend-lease provisions of this Agreement, embodied in Articles V and VI, shall apply with respect to all claims arising from incidents that occurred on or after December 7, 1941 and before November 1, 1945 and remaining unsettled as of the date of signature of this Agreement, the payment or collection of all such claims being credited or debited to lend-lease and reverse lend-lease accounts.

(3) Articles I to IV shall be applicable without territorial limitation. Articles V to VII shall be applicable to maritime navigation on the high seas and to territorial waters and inland waterways of both countries.

ARTICLE IX

This Agreement will enter into force upon the date of signature. The Agreement is applicable, as to the Republic of France, to the metropolitan territories, to the departments and territories overseas, to the associated states, to the trusteeships and to territories under the protection of the Republic of France, and, as to the United States, to the forty-eight states, to the District of Columbia, and to the territories and island possessions of the United States.

DONE at Washington, in duplicate, in the English and French languages, both texts being equally authentic, this 14th day of March, 1949.

For the Government of the United States of America:

DEAN ACHESON
*Secretary of State of the
United States of America*

For the Government of the Republic of France:

H. BONNET
*Ambassador Extraordinary and Plenipotentiary
to the United States of America*

LEND-LEASE SETTLEMENT: CERTAIN RESIDUAL CLAIMS

Agreement signed at Washington, March 14, 1949, supplementing memorandum of understanding of May 28, 1946
Entered into force March 14, 1949

63 Stat. 2507; Treaties and Other
International Acts Series 1936

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES AND THE GOVERNMENT OF FRANCE REGARDING SETTLEMENT OF CERTAIN RESIDUAL FINANCIAL CLAIMS AND ACCOUNTS

The Government of the United States of America and the Government of the Republic of France have reached agreement as set forth below regarding final settlement of certain financial claims and accounts of each Government against the other which were not finally settled in the agreements set forth in the Memorandum of Understanding, and the Annexes thereto, between the Government of the United States of America and the Provisional Government of the French Republic signed on May 28, 1946¹ regarding settlement for lend-lease, reciprocal aid, surplus war property, and claims, and in the exchange of notes of February 27, 1948² between the two Governments regarding expenditures of the United States Armed Forces in France and French overseas territories, or which have arisen independently of such agreements.

1. *Amount Due*

The two Governments agree that the sum of \$653,300,000 is the final revised net amount due from the Government of France to the Government of the United States pursuant to the terms of paragraph 2 of the Memorandum of Understanding of May 28, 1946. This amount is made up (a) in part of amounts agreed upon in the said Memorandum of Understanding and the Annexes thereto and (b) in part of amounts agreed hereunder, consisting of (i) amounts estimated at the time of the signing of the said Memorandum of Understanding and subject to revision and (ii) the net balance of additional financial accounts, claims and obligations settled hereunder.

¹ TIAS 1928, *ante*, p. 1126.

² TIAS 1930, *ante*, p. 1245.

This revised net amount is final and is not subject to amendment even if it should later be determined that any of the figures used in making up the balance were not accurate.

2. *Terms of Payment*

The revised net amount set forth in paragraph 1 of this Agreement will be paid on the terms specified in paragraphs 3 and 5 of the Memorandum of Understanding of May 28, 1946.

3. *Claims*

During the course of the negotiations leading to this Agreement, representatives of the two Governments have discussed numerous claims of each Government against the other, with the objective of arriving at as comprehensive a settlement as possible and of obviating protracted negotiations between the two Governments. The following claims have been accepted by the Governments of the United States and France, respectively, and have been disposed of as indicated:

(a) Claims of the Government of the United States against the Government of France included in computing the revised net sum due under paragraph 1 of this Agreement:

(i) Pre V–J Day transfers:

- (A) Petroleum for civilian use transferred to the Government of France in North Africa and Corsica after July 1, 1945
- (B) Fourteen ambulances delivered in 1944 to French North Africa

(ii) Post V–J Day transfers:

- (A) Hospital beds transferred out of United States Army stocks in France
- (B) Cost of material (including ocean freight) on French requisitions (FAN 10,013 through 10,040 exclusive of 10,017, 10,019, 10,030, 10,031, 10,036 and 10,037) processed by the United States Navy and transferred to the Government of France after V–J Day
- (C) Steel sheets transferred out of United States Army stocks in France
- (D) Canned meat transferred out of United States Army stocks in France
- (E) Tire-making material transferred out of United States Army stocks in France
- (F) Used trucks transferred out of United States Army stocks in Europe
- (G) Clothing transferred out of United States Army stocks in France
- (H) Electrical equipment transferred out of United States Army stocks in France

- (I) Air Training Program covering training of French Air Force personnel in the United States
 - (J) Air Maintenance Program covering the supply of equipment for maintenance of aircraft built in the United States
 - (K) Hospitalization of French personnel in United States military hospitals
 - (L) Training of 30 French students in the Signal Corps Photographic School
 - (M) Expenses of French personnel with the United States Army Air Forces, September and October 1945
 - (N) Other overseas transfers of articles and services by the United States Army, including those for which payment has not previously been specifically requested
 - (O) Air Transport Command charges covering transport of Government of France personnel or cargo not eligible for lend-lease
 - (P) Army-Navy petroleum deliveries to the French Government overseas.
- (b) Claims of the Government of France against the Government of the United States to be paid as indicated:
- (i) By delivery of \$2,119,871.19 by the Government of the United States to the Government of France upon the signing of this Agreement:
 - (A) Losses on coal purchased and paid for by the Government of France from the Government of the United States and rendered useless by spontaneous combustion before arrival in France
 - (B) French Government deposits with United States Treasury and Navy Departments in excess of amounts required for cash reimbursement lend-lease requisitions on which deliveries have been completed.
 - (ii) By payment of \$4,000,000 by the Government of the United States to the Government of France through deduction from agreed sums due and hereafter becoming due in respect of ships purchased by the Government of France from the United States Maritime Commission:
 - (A) Expenditures made by the Government of France for services rendered during the period from November 1, 1945 to April 1, 1946 to United States War Shipping Administration vessels in France and French overseas territories, and expenditures for such services rendered prior to such period for items not eligible for reciprocal aid.

(c) Claims of the Government of the United States against the Government of France to be paid by the Government of France under the terms of the exchange of letters, dated December 6, 1947, between the French Minister of Finance and the United States Central Field Commissioner for Europe:

- (i) Rentals in the amount of \$449,428.57 payable to the Government of the United States under agreements whereby certain United States Government surplus property was leased to the Government of France for the operation of harbor facilities at Cherbourg, Morlaix, Brest, St. Nazaire and Le Havre
- (ii) Purchase price in the amount of \$4,000,000 for 262 lend-lease naval vessels sold to the Government of France.

4. *Specific Claims Waived*

During the course of negotiations leading to this Agreement the following claims were among those considered by representatives of the two Governments and not accepted for payment or offset and, in consideration of the other provisions of this Agreement, are to be regarded as taken into account and waived under paragraph 8 of this Agreement:

- (a) Claims presented by the Government of the United States:
 - (i) Lien against SS NORMANDIE for damage to cargo of SS PARIS paid by the Government of the United States to lienors
 - (ii) Cost to the Government of the United States of hospital equipment delivered to France as installed in the SS COLOMBIE prior to the return of the vessel to the Government of France
 - (iii) Cost to the Government of the United States of printing, transporting and services rendered in respect to supplemental French franc currency
 - (iv) Trucks delivered to French Somaliland on a cash reimbursable basis.
- (b) Claims presented by the Government of France:
 - (i) French Telegraph Cable Company claims for cost of repairing damage for which the United States Armed Forces were responsible
 - (ii) Jute bags requisitioned by the Government of the United States on or about April 27, 1942
 - (iii) Material supplied under cash reimbursement lend-lease requisitions for Continental France and French North Africa and rejected as unsatisfactory.

5. *Maritime Claims (Knock-for-Knock)*

As contemplated in paragraph 1 of the section entitled "U.S. Claims" in Annex 5 of the Memorandum of Understanding of May 28, 1946, the two

Governments, in a separate agreement, have agreed to the mutual waiver of intergovernmental claims arising from maritime accidents and for the handling by each Government on a lend-lease and reverse lend-lease basis of claims asserted in its courts by its nationals against the other Government.

6. *Patent Claims*

The two Governments have agreed that, in implementing the provisions of paragraph 6(c) of the Memorandum of Understanding of May 28, 1946 relating to the use or infringement in war production prior to September 2, 1945 of patent rights held by French residents, claims involving royalty payments in respect of such patent rights held by the United States Office of Alien Property will not be considered, by virtue of the possession of such payments by the Office of Alien Property, to be taken out of the category of "unpaid claims" referred to in the said paragraph 6(c), but royalty payments paid prior to May 28, 1946 to French residents in respect of such patent rights and thereafter collected by the Office of Alien Property from such French residents shall not be considered as "unpaid claims" under the said paragraph 6(c).

7. *Claims Excluded*

(a) The following types of financial claims between the two Governments are not covered by this Agreement and will be dealt with in accordance with procedures already established or to be established:

- (i) Claims of and against the United States War Shipping Administration and the United States Maritime Commission, or in which either of those Agencies is the ultimate beneficiary or is ultimately liable, unless the claim is otherwise specifically dealt with in this Agreement or in other agreements between the two Governments
- (ii) Claims of and against the United States Reconstruction Finance Corporation and its subsidiaries
- (iii) Claims of and against the United States Commodity Credit Corporation, except lend-lease claims.

(b) Neither this Agreement nor the Memorandum of Understanding of May 28, 1946 covers claims presented in accordance with the practice whereby one government espouses a claim of one of its nationals and submits it through diplomatic channels to another government.

(c) Neither this Agreement nor the Memorandum of Understanding of May 28, 1946 shall be deemed to bar the Government of France from making claims for and obtaining refunds, in total amount not in excess of \$320,000, from the United States Bureau of Internal Revenue of Federal manufacturers' excise taxes paid by the United States Treasury and Navy Departments on supplies and services purchased pursuant to cash reimbursement lend-lease requisitions of the Government of France and exported to

France or French overseas territories. The Government of the United States agrees to cooperate with the Government of France in making arrangements to complete promptly the formal presentation of such claims to the Bureau of Internal Revenue. Claims of the Government of France for refunds of the above-mentioned excise taxes in excess of \$320,000 have been taken into account in computing the revised net amount set forth in paragraph 1 of this Agreement.

8. *General Waiver of Claims*

The two Governments hereby agree that all financial claims whatsoever of each Government against the other which :

(a) have arisen or may hereafter arise out of lend-lease or reciprocal aid, or

(b) otherwise have arisen or may hereafter arise out of incidents or transactions occurring on or after September 3, 1939 and prior to September 2, 1945 connected with or incidental to the conduct of World War II, or

(c) have arisen or may hereafter arise out of the furnishing of supplies and services (including utilities, facilities, goods and properties) by the Armed Forces of the United States to the Government of France or its overseas territories, or by the Government of France to the Armed Forces of the United States, from September 2, 1945 to December 31, 1946, inclusive;

and which (i) are not otherwise dealt with in this Agreement, (ii) were not specifically dealt with in the Memorandum of Understanding of May 28, 1946 and Annexes thereto, and (iii) were not specifically dealt with in the exchange of notes of February 27, 1948 between the two Governments regarding expenditures of the United States Armed Forces in France and French overseas territories, are hereby waived, notwithstanding paragraph 6(d) of the Memorandum of Understanding of May 28, 1946, whether or not the liability for payment was acknowledged and the method of computation agreed.

9. *Surplus War Property*

The United States Government has now delivered and the French Government has acquired possession of and title to the surplus war property described in the Memorandum of Understanding of May 28, 1946 under paragraph 1 of Annex 3a entitled Agreement Relating to the Transfer of Surplus United States Army and Navy Property and Installations in France and Certain French Overseas Territories. The United States Government hereby certifies that the quantity and value of the property received by the French Government is not materially different from that which was contemplated at the time of execution of that Agreement, and therefore the two Governments agree that the United States Government has fulfilled its obligations under that Agreement.

10. *Miscellaneous Provisions*

(a) The French Government will make no further payment to the United States Government for lend-lease articles heretofore or hereafter retransferred to the Government of France by any third government where consent for the retransfer of the specific articles was given by the United States Government prior to the date of this Agreement. Any other provisions hereof notwithstanding, this Agreement does not affect the responsibility of the Government of France to settle with the Government of the United States for lend-lease articles heretofore or hereafter retransferred to the French Government from any third government where consent for the retransfer of the specific articles was not given by the United States Government prior to the date of this Agreement.

(b) To the extent that provisions of this Agreement are inconsistent with the provisions of any previous agreements or arrangements between the two Governments, the provisions of this Agreement shall prevail. The Memorandum of Understanding of May 28, 1946 and Annexes thereto, the exchange of notes of February 27, 1948, and any other agreements or arrangements heretofore entered into between the two Governments, except in so far as they are not consistent with the provisions of this Agreement, shall remain in full force and effect. Nothing contained in this Agreement shall affect the obligations assumed under the Agreement Respecting Certain *Marechal Joffre* Claims signed on October 19, 1948³ by representatives of the Governments of the United States of America, France, and Australia.

(c) This Agreement will enter into force upon the date of signature.

DONE at Washington, in duplicate, in the English and French languages, both texts being equally authentic, this 14th day of March, 1949.

For the Government of the United States of America:

DEAN ACHESON
*Secretary of State of the
United States of America*

For the Government of the Republic of France:

H. BONNET
*Ambassador Extraordinary and Plenipotentiary to the
United States of America*

³ TIAS 1816, *ante*, vol. 4, p. 783.

VISAS

Exchange of notes at Paris March 16 and 31, 1949

Entered into force March 31, 1949

63 Stat. 2737; Treaties and Other
International Acts Series 1987

The Ministry for Foreign Affairs to the American Embassy

[TRANSLATION]

FRENCH REPUBLIC
MINISTRY FOR FOREIGN AFFAIRS

Liberty–Equality–Fraternity

PG/AG
Office of Administrative and
Social Conventions

No. C.A. 1

PARIS

The Ministry of Foreign Affairs presents its compliments to the Embassy of the United States and has the honor to inform it that, effective April 1, 1949, United States citizens may, simply by presenting their national passport during the period of its validity, enter without a visa:

(a) Metropolitan France, Andorra, Algeria, Morocco, Guadeloupe, Martinique, Guiana, and Reunion, in transit or for stays of from one day to three months.

(b) Tunisia, in transit or for stays of from one day to two months.

They may leave under the same conditions.

United States citizens wishing to spend more than three consecutive months in France must, before their departure, request and obtain a visa from the competent French diplomatic or consular authorities.

The Ministry of Foreign Affairs would be happy to learn that, effective the same date, French citizens wishing to go to the United States for stays of not more than three consecutive months may, if they so desire, receive gratis visas valid for two years and for an unlimited number of trips during that period.

The Ministry of Foreign Affairs avails itself of this opportunity to renew to the Embassy of the United States the assurances of its high consideration.

MINISTRY OF FOREIGN AFFAIRS

March 16, 1949

EMBASSY OF THE UNITED STATES
Paris.

The American Embassy to the Ministry for Foreign Affairs

No. 387

The Embassy of the United States of America presents its compliments to the Ministry for Foreign Affairs and has the honor to inform the Ministry that it is in receipt of telegraphic instructions from the Department of State in regard to the new visa arrangement between France and the United States which is to go into effect on April 1, 1949.

The instructions state that the government of the United States is appreciative of the concessions made by the Government of France in removing, effective April 1, 1949 the visa but not the passport requirements for American citizens, wherever they are resident, who are entering the following French territories for a temporary visit: metropolitan France, the Republic of Andorra, Algeria, Morocco, Guadeloupe, Martinique, Guiana, Reunion and Tunisia.

The government of the United States desires to grant as nearly as possible, consistent with statutory and other restrictions, similar concessions to citizens of France applying for non-immigrant passport visas.

As of April 1, 1949, citizens of France resident in the above territories and in possession of valid French passports, who are eligible to receive visas as bona fide non-immigrants, will be granted gratis passport visas, and in the case of temporary visitors, the visas issued under Section 3(2) only may be valid for twenty-four months, provided the passports of the bearers remain valid.

All the other non-immigrant passport visas granted to citizens of France residing in the above-mentioned territories, as well as diplomatic, official and international organization visas, will be issued without fee and may have a maximum validity of twelve months.

Citizens of France residing outside the above-mentioned territories are subject to the former French visa fee arrangement and the maximum validity of non-immigrant visas remains twelve months.

The period of stay in the United States which may be granted any aliens is determined by the immigration inspectors at the port of entry.

Citizens of the United States proceeding to French territories other than those mentioned above are subject to French visa requirements and the former fees.

This arrangement will be put into effect outside metropolitan France, the United Kingdom, Belgium, Switzerland, for citizens of France residing in the territories specified above but temporarily absent therefrom and proceeding to the United States, as soon as American consular officers can be notified.

C.W.G.

PARIS, *March 31, 1949*

VISAS: TERRITORY OF THE SAAR

Exchange of notes at Washington June 20 and August 5, 1949
Entered into force August 5, 1949
*Obsolete*¹

Department of State files

The French Embassy to the Department of State

[TRANSLATION]

EMBASSY OF FRANCE
IN THE UNITED STATES

No. 353 SCA 3-1-1

WASHINGTON, June 20, 1949

The Embassy of France presents its compliments to the Department of State and has the honor to inform it that United States citizens may henceforth enter the Saar without a visa, for a maximum stay of three months, the sole requirement being that they have a valid United States passport.

The Embassy of France avails itself of the occasion of the present note to renew to the Department of State the assurances of its very high consideration.

[SEAL]

DEPARTMENT OF STATE,
Washington, D.C.

The Secretary of State to the French Ambassador

The Secretary of State presents his compliments to His Excellency the Ambassador of the French Republic and has the honor to refer to the Embassy's note no. 353 SCA 3-1-1 of June 20, 1949, concerning the abolishment of visa requirements for American citizens who are in possession of valid passports issued by the Government of the United States and who are entering the Territory of The Saar for a temporary stay not to exceed three months.

¹ The Saar territory was returned to Germany on Jan. 1, 1957, pursuant to the French-German agreement of Oct. 27, 1956.

American diplomatic and consular officers have been instructed that French nationals resident in the Territory of The Saar, who are in possession of valid French passports and who are eligible to receive visas with which to apply for admission into the United States as *bona fide* nonimmigrants will be granted, henceforth, gratis passport visas, and in cases of qualified temporary visitors, visas may be valid for twenty-four months provided the passports of the bearers remain valid for that period of time.

DEPARTMENT OF STATE,

WASHINGTON, *August 5, 1949*

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