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# TREATIES AND CONVENTIONS

CONCLUDED BY THE

UNITED STATES OF AMERICA

WITH

FOREIGN NATIONS

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1483

# TREATIES AND CONVENTIONS

*Convention between the United States of America and Panama modifying claims convention of July 28, 1926. Signed at Panama, December 17, 1932; ratification advised by the Senate, February 18, 1933; ratified by the President, February 23, 1933; ratified by Panama, March 20, 1933; ratifications exchanged at Panama, March 25, 1933; proclaimed March 30, 1933.*

December 17, 1932.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

## A PROCLAMATION

WHEREAS, a convention between the United States of America and the Republic of Panama to modify certain provisions of the convention for the settlement and amicable adjustment of claims presented by the citizens of each country against the other, signed at Washington on July 28, 1926, was concluded and signed by their respective plenipotentiaries at Panama on the seventeenth day of December, one thousand nine hundred and thirty-two, the original of which convention, being in the English and Spanish languages, is word for word as follows:

Claims convention  
with Panama.  
Preamble.

The United States of America and the Republic of Panama desiring to modify certain provisions of a Convention for the settlement and amicable adjustment of claims presented by the citizens of each country against the other, signed at Washington July 28, 1926, have decided to conclude a Convention for that purpose and have nominated as their plenipotentiaries:

Los Estados Unidos de América y la República de Panamá, deseosos de modificar ciertas estipulaciones de una Convención para el arreglo y ajuste amigable de reclamaciones presentadas por ciudadanos de cada uno de los dos países contra el otro, firmada en Washington el 28 de Julio de 1926, han decidido concluir una Convención a tal propósito y han nombrado como sus plenipotenciarios:

Contracting powers.

The President of the United States of America, Mr. Roy Tasco Davis, Envoy Extraordinary and Minister Plenipotentiary of the United States to Panama; and

El Presidente de los Estados Unidos de América, al Señor Roy Tasco Davis, Enviado Extraordinario y Ministro Plenipotenciario de los Estados Unidos en Panamá; y

Plenipotentiaries.

The President of the Republic of Panama, His Excellency Doctor J. Demóstenes Arosemena, Secretary for Foreign Affairs of the Republic of Panama;

El Presidente de la República de Panamá, a Su Excelencia el Doctor Don Juan Demóstenes Arosemena, Secretario de Relaciones Exteriores de la República de Panamá;

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

#### ARTICLE I

The second paragraph of Article VI of the Convention between the United States of America and the Republic of Panama for the settlement and amicable adjustment of claims by citizens of each country against the other, signed at Washington July 28, 1926, is amended to read as follows:

The Commission shall be bound to hear, examine and decide, before July 1, 1933, all the claims filed on or before October 1, 1932.

#### ARTICLE II

Article VIII of the Claims Convention signed at Washington on July 28, 1926, by plenipotentiaries of the United States of America and the Republic of Panama is amended to read as follows:

The total amount awarded in all the cases decided in favor of the citizens of one country shall be deducted from the total amount awarded to the citizens of the other country, and the balance shall be paid at the city of Panama or at Washington, in gold coin or its equivalent the first of July, 1936, or before, to the Government of the country in favor of whose citizens the greater amount may have been awarded.

#### ARTICLE III

The present Convention shall be ratified by the High Contracting Parties in accordance with their respective Constitutions. Ratifications of this Convention

quienes después de haberse comunicado el uno al otro sus respectivos plenos poderes y encontrado que están en forma debida y adecuada, han convenido en los siguientes artículos:

#### ARTICULO I

El segundo párrafo del Artículo VI de la Convención entre los Estados Unidos de América y la República de Panamá para el arreglo y ajuste amigable de las reclamaciones presentadas por ciudadanos de cada uno de los dos países contra el otro, firmada en Washington el 28 de Julio de 1926, queda enmendado como sigue:

La Comisión estará obligada a oír, sustanciar y fallar, antes del 1º de Julio de 1933, todas las reclamaciones presentadas el 1º de Octubre de 1932, o antes.

#### ARTICULO II

El Artículo VIII de la Convención de Reclamaciones firmada en Washington el 28 de Julio de 1926 por Plenipotenciarios de los Estados Unidos de América y de la República de Panamá, queda enmendada como sigue:

La cantidad total adjudicada en todos los casos decididos a favor de los ciudadanos de un país será deducida de la cantidad total adjudicada a los ciudadanos del otro país, y el saldo será pagado en la ciudad de Panamá o en Washington, en moneda de oro o su equivalente, el 1º de Julio de 1936, o antes, al Gobierno del país en favor de cuyos ciudadanos se haya adjudicado la cantidad mayor.

#### ARTICULO III

Esta Convención será ratificada por las Altas Partes Contratantes, de acuerdo con sus respectivas Constituciones. Las ratificaciones serán canjeadas en la ciudad

Time extended for consideration, etc., of claims.

Payment of awards extended to July 1, 1936.

Exchange of ratifications.

shall be exchanged in Panama as soon as practicable and the Convention shall take effect on the date of the exchange of ratifications.

de Panamá tan pronto como sea dable y la Convención comenzará a surtir sus efectos desde la fecha en que se verifique el canje.

In witness whereof, the respective Plenipotentiaries have signed and affixed their seals to this Convention.

En testimonio de lo cual, los Plenipotenciarios respectivos han firmado y sellado esta Convención.

Signatures.

Done in duplicate in Panama this seventeenth day of December, 1932.

Hecho por duplicado en Panamá el día diecisiete de Diciembre de 1932.

[SEAL] ROY T. DAVIS  
J D AROSEMENA [SEAL]

AND WHEREAS the said convention has been duly ratified on both parts and the ratifications of the two Governments were exchanged in the city of Panama on the twenty-fifth day of March, one thousand nine hundred and thirty-three;

Ratifications exchanged.

Now, THEREFORE, be it known that I, Franklin D. Roosevelt, President of the United States of America, have caused the said convention to be made public, to the end that the same and every article and clause thereof may be observed and fulfilled with good faith by the United States of America and the citizens thereof.

Proclamation.

IN TESTIMONY 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 thirtieth day of March in the year of our Lord one thousand nine hundred and thirty-three and of the Independence of the United States of America the one hundred and fifty-seventh.

FRANKLIN D ROOSEVELT

By the President:  
CORDELL HULL,  
*Secretary of State.*

March 14, 1932.

*Convention between the United States of America and Panama modifying former convention respecting the transit of alcoholic liquors through the territory of the Canal Zone. Signed at Panama, March 14, 1932; ratification advised by the Senate, June 18, 1932; ratified by the President, June 24, 1932; ratified by Panama, March 20, 1933; ratifications exchanged at Panama, March 25, 1933; proclaimed, April 7, 1933.*

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

### A PROCLAMATION

Convention with Panama modifying convention for prevention of smuggling of intoxicating liquors. Preamble. Vol. 43, p. 1878.

WHEREAS a convention between the United States of America and the Republic of Panama, modifying the convention for the prevention of the smuggling of intoxicating liquors, signed between the two countries at Washington on June 6, 1924, and regulating the transportation of alcoholic liquors through the territory of the Canal Zone from one point in the Republic of Panama to another point in that Republic, was concluded and signed by their respective plenipotentiaries at the city of Panama on the fourteenth day of March one thousand nine hundred and thirty-two, the original of which convention, being in the English and Spanish languages, is word for word as follows:

Contracting powers.

Vol. 43, p. 1878.

The President of the United States of America and the President of the Republic of Panama desiring, in accordance with the provisions of Article V of the Convention between the United States of America and the Republic of Panama for the Prevention of Smuggling of Intoxicating Liquors, signed at Washington, June 6, 1924, to modify the said Convention by adding to it an article which shall regulate transit through the territory of the Canal Zone, referred to in Article VI of the Treaty signed at Washington, on November 18, 1903, with respect to the shipment of alcoholic liquors from one point in the Republic of Panama to another point in the Republic of Panama, have decided to conclude a convention for that purpose and have appointed as their plenipotentiaries:

Vol. 33, p. 2235.

El Presidente de la República de Panamá y el Presidente de los Estados Unidos de América, de conformidad con las estipulaciones del Artículo 5° del Convenio entre la República de Panamá y los Estados Unidos de América para la prevención del contrabando de licores embriagantes, firmado en Washington el 6 de Junio de 1924, y deseando modificar el dicho Convenio añadiéndole un artículo que reglamente el tránsito por el territorio de la Zona del Canal, estipulado en el Artículo VI del Tratado firmado en Washington el 18 de Noviembre de 1903, en lo que respecta al embarque de licores alcohólicos desde un punto de la República de Panamá a otro punto de la República de Panamá, han acordado celebrar un Convenio con tal propósito y han nombrado como sus Plenipotenciarios:

The President of the United States of America, Mr. Roy T. Davis, Envoy Extraordinary and Minister Plenipotentiary of the United States of America to the Republic of Panama; and

The President of the Republic of Panama, His Excellency Enrique Geenzier, Secretary for Foreign Affairs;

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

#### ARTICLE I

No penalty or forfeiture under the laws of the United States of America shall be applicable or attach to alcoholic liquors or to vehicles or persons by reason of the carriage of such liquors when they are in transit under seal and under certificate by Panamanian authority from the terminal ports of the Canal to the cities of Panama or Colon or from the cities of Panama or Colon to the terminal ports of the Canal when said liquors are intended for exportation, or between the cities of Panama or Colon and any other points of the Republic or between any two points of the territory of the Republic when in any of these cases the direct or natural means of communication is through Canal Zone territory and provided that such liquors remain under the said seals and certificates while they are passing through Canal Zone territory.

#### ARTICLE II

Article I of the present convention shall be deemed to constitute an integral part of the convention of June 6, 1924, and as such shall be subject to the provisions of that convention regarding modification and termination.

If the substance of Article I of the present convention be incorporated in any treaty which may hereafter be concluded between

El Presidente de la República de Panamá, a Su Excelencia el señor Enrique Geenzier, Secretario de Relaciones Exteriores de la República de Panamá, y

El Presidente de los Estados Unidos de América, al señor Roy T. Davis, Enviado Extraordinario y Ministro Plenipotenciario de los Estados Unidos de América ante la República de Panamá,

Quienes, habiéndose comunicado sus plenos poderes y hallándolos en buena y debida forma, han convenido en lo siguiente:

#### ARTICULO I

No se aplicará pena o decomiso conforme a las leyes de los Estados Unidos de América ni a los licores alcohólicos ni a los vehículos ni a las personas, por razón del transporte de tales licores cuando se hallen en tránsito, bajo sello y certificado de autoridad panameña, de los puertos terminales del Canal a las ciudades de Panamá y Colón y de las ciudades de Panamá y Colón a los puertos terminales del Canal, cuando dichos licores sean para la exportación, y entre las ciudades de Panamá y Colón y cualquiera otro punto de la República y entre dos puntos cualesquiera del territorio de la República, cuando en cualquiera de esos casos el medio directo o natural de comunicación sea a través del territorio de la Zona del Canal y siempre que tales licores permanezcan bajo dichos sello y certificado mientras pasen por el territorio de la Zona del Canal.

#### ARTICULO II

El Artículo I de la presente Convención está destinado a constituir parte integrante de la Convención de 6 de Junio de 1924, y como tal estará sujeto a las estipulaciones de esa Convención en lo relativo a su modificación y a su terminación.

Si la esencia del Artículo I de la presente Convención fuere incorporada en cualquier tratado que en lo futuro pueda pactarse

No penalty attached to transit of liquors under seal through Canal Zone.

Article I deemed integral part of existing convention. Vol. 43, p. 1878.

Lapse of Article I if incorporated in future treaty.

the United States of America and the Republic of Panama, the present convention shall automatically lapse when such treaty shall come into force.

entre la República de Panamá y los Estados Unidos de América, la presente Convención caducará automáticamente cuando tal tratado entre en vigor.

ARTICLE III

ARTICULO III

Exchange of ratifications.

The present convention shall be ratified by the High Contracting Parties in accordance with the requirements of the constitutions of the United States of America and the Republic of Panama, respectively, and the ratifications shall be exchanged at Panama as soon as possible. The convention shall enter into force on the date of the exchange of ratifications.

La presente Convención será ratificada por las Altas Partes contratantes de acuerdo con lo estipulado en las Constituciones de la República de Panamá y de los Estados Unidos de América, y las ratificaciones serán canjeadas en Panamá tan pronto como sea posible. Esta Convención entrará en vigor en la fecha del canje de ratificaciones.

Signatures.

In witness whereof, the respective Plenipotentiaries have signed the present Convention in duplicate, in the English and Spanish languages, both of which shall be authentic, and have hereunto affixed their seals.

En testimonio de lo cual, los respectivos Plenipotenciarios han firmado la presente Convención en duplicado, en las lenguas castellana e inglesa, en dos ejemplares auténticos, a los cuales han adherido sus sellos respectivos.

Done in the City of Panama this fourteenth day of March, in the year of our Lord one thousand nine hundred and thirty two.

Hecho en la ciudad de Panamá, hoy, catorce de marzo del año de mil novecientos treinta y dos.

ROY T. DAVIS  
[SEAL]

ENRIQUE GEENZIER  
[SEAL]

Ratifications changed. ex-

AND WHEREAS the said convention has been duly ratified on both parts and the ratifications of the two Governments were exchanged at the city of Panama on the twenty-fifth day of March one thousand nine hundred and thirty-three;

Proclamation.

Now, THEREFORE, be it known that I, Franklin D. Roosevelt, President of the United States of America, have caused the said convention to be made public, to the end that the same and every article and clause thereof may be observed and fulfilled with good faith by the United States of America and the citizens thereof.

IN TESTIMONY 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 seventh day of April in the year of our Lord one thousand nine hundred and thirty-  
[SEAL] three and of the Independence of the United States of America the one hundred and fifty-seventh.

FRANKLIN D ROOSEVELT

By the President:  
CORDELL HULL,  
*Secretary of State.*

*Parcel post agreement between the United States of America and New Zealand with regulations of execution. Signed at Wellington, March 3, 1933; at Washington, April 24, 1933; approved by the President, May 3, 1933.*

March 3, 1933.  
April 24, 1933.

AGREEMENT

between

NEW ZEALAND AND THE UNITED STATES OF AMERICA  
CONCERNING THE EXCHANGE OF PARCEL POST

The undersigned, provided with full powers by their respective governments, have by common consent and subject to ratification by the competent superior authorities, drawn up the following Agreement:

Parcel post agreement with New Zealand. Preamble.

ARTICLE I.

*Object of the Agreement.*

Object.

1. Between the United States of America (including Alaska, Puerto Rico, the Virgin Islands, Guam, Samoa, and Hawaii) on one hand, and New Zealand (including the Cook Islands [Rarotonga, Mangaia, Atiu, Aitutaki, Mitiaro, Mauke (or Parry), and Hervey or Manuae]); Palmerston (or Avarua), Niue (or Savage), Danger, Rakahanga, Manihiki, Penrhyn (or Tongareva), and Suwarrow Islands; also Western Samoa (Savaii and Upolu Islands) and the Tokelau (Union) Group [Atafu, Fakaofu, and Nukunonu Islands]) on the other hand, there may be exchanged, under the denomination of parcel post, parcels up to the maximum weight and the maximum dimensions indicated in the Regulations of Execution.

Territory embraced.

ARTICLE II.

*Transit Parcels.*

Transit parcels.

1. Each Postal Administration guarantees the right of transit through its service, to or from any country with which it has parcel-post communication, of parcels originating in or addressed for delivery in the service of the other contracting Administration.

Rights guaranteed.

2. Each Postal Administration shall inform the other to which countries parcels may be sent through it as intermediary, and the amount of the charges due to it therefor, as well as other conditions.

Notice.

3. To be accepted for onward transmission, parcels sent by one of the contracting Administrations through the service of the other Administration must comply with the conditions prescribed from time to time by the intermediate Administration.

Intermediate Administration requirements.



## ARTICLE III.

*Postage and Fees.*Postage, etc.  
Collecting, from  
sender.

1. The Administration of origin is entitled to collect from the sender of each parcel the postage and the fees for requests for information as to the disposal of a parcel made after it has been posted, and also, in the case of insured parcels, the insurance fees and the fees for return receipts, that may from time to time be prescribed by its regulations.

Prepayment.

2. Except in the case of returned or redirected parcels, the postage and such of the fees mentioned in the preceding section as are applicable, must be prepaid.

## ARTICLE IV.

*Preparation of Parcels.*

Preparation of parcels.

Packing.

Every parcel shall be packed in a manner adequate for the length of the journey and the protection of the contents as set forth in the Regulations of Execution.

## ARTICLE V.

*Prohibitions.*

Prohibitions.

Articles specified.

1. The following articles are prohibited transmission by parcel post:

Letters, etc.

(a) A letter or a communication having the nature of a letter. Nevertheless it is permitted to enclose in a parcel an open invoice, confined to the particulars which constitute an invoice, and also a simple copy of the address of the parcel, that of the sender being added.

With different address.

(b) An enclosure which bears an address different from that placed on the cover of the parcel.

Live animals.

(c) Any live animal, except leeches.

Nonadmissible articles.

(d) Any article the admission of which is forbidden by the Customs or other laws or regulations in force in either country.

Explosives.

(e) Any explosive or inflammable article, and in general, any article the conveyance of which is dangerous, including articles which from their nature or packing may be a source of danger to postal employees or may soil or damage other parcels.

Obscene, etc., articles.

(f) Obscene or immoral articles.

Designated uninsured articles.

(g) It is, moreover, forbidden to send coin, platinum, gold or silver (whether manufactured or unmanufactured), precious stones, jewels, or other precious articles in uninsured parcels.

Treatment of.

If a parcel which contains coin, platinum, gold or silver (whether manufactured or unmanufactured), precious stones, jewels, or other precious articles is sent uninsured, it shall be placed under insurance by the country of destination and treated accordingly.

Prohibited articles erroneously handled.

2. When a parcel contravening any of these prohibitions is handed over by one Administration to the other, the latter shall proceed in accordance with its laws and inland regulations. Explosive or inflammable articles, as well as documents, pictures and other articles injurious to public morals may be destroyed on the spot by the Administration which has found them in the mails.

Parcel containing a letter.

The fact that a parcel contains a letter, or a communication having the nature of a letter, may not, in any case, entail the return of the parcel to the sender. The letter is, however, marked for the collection of postage due from the addressee at the regular rate.

The two Administrations advise each other, by means of the List of Prohibited Articles published by the International Bureau of the Universal Postal Union, of all prohibited articles. However, they do not assume, on that account, any responsibility towards the customs or police authorities, or the sender.

List of prohibited articles to be published.

ARTICLE VI.

*Insurance.*

Insurance.

1. Parcels may be insured up to the amount of 500 francs gold or its equivalent in the currency of the country of origin. However, the Chiefs of the Postal Administrations of the two contracting countries may, by mutual consent, increase or decrease this maximum amount of insurance.

Maximum.

A parcel cannot give rise to the right to an indemnity higher than the actual value of its contents, but it is permissible to insure it for only part of that value.

Limitation.

ARTICLE VII.

*Indemnity.*

Indemnity.

1. Except in the cases mentioned in the section following, the Administrations are responsible for the loss of insured parcels mailed in one of the two contracting countries for delivery in the other and for the abstraction of or damage to their contents.

Allowance to sender.

The sender, or other rightful claimant, is entitled on this account to an indemnity corresponding to the actual amount of the loss, abstraction or damage. The amount of indemnity is calculated on the basis of the actual value (current price, or, in the absence of current price, at the ordinary estimated value) at the time and place of mailing of the parcel, provided in any case that the indemnity shall not exceed the amount for which the parcel was insured and on which the insurance fee has been collected, or the maximum of 500 francs gold.

Amount restricted.

In the case where indemnity is payable for the loss of a parcel or for the destruction or abstraction of the whole of the contents thereof, the sender is entitled to the return of the postal charges. However, the insurance fees are not in any case returned.

Return of postage on loss of parcel.

In the absence of special agreement to the contrary between the countries involved no indemnity will be paid by either country for the loss of transit insured parcels originating in a country not participating in this Agreement and destined for one of the two contracting countries.

Transit originating in a third country destined for either contracting power.

When an insured parcel originating in one country and addressed for delivery in the other country is reforwarded from there to a third country or is returned to a third country at the request of the sender or addressee, the party entitled to the indemnity, in case of loss, rifling or damage occurring subsequent to the reforwarding or return of the parcel by the original country of destination, can lay claim, in such cases, only to the indemnity which the country where the loss, rifling or damage occurred consents to pay, or which that country is obligated to pay in accordance with the agreement made between the countries directly interested in the reforwarding or return. Either of the two countries signing the present Agreement which wrongly forwards an insured parcel to a third country is responsible to the sender to the same extent as the country of origin, that is, within the limit of the present Agreement.

Parcel forwarded to a third country.

Responsibility for error.

- Release of responsibility. Unconditional acceptance. Loss, etc., through *force majeure*. Destruction of official documents. Damage through fault of sender, addressee, etc. Prohibited articles. Declared above real value. Seized, because of false declarations. Unclaimed within a year. Matter of no intrinsic value, etc. Indirect loss, etc. Indemnity payment. Deferred, in exceptional cases. Payment by country of origin if country of destination delays 9 months. Country responsible. Claim for repayment. Responsibility of receiving country unable to show disposition.
2. The Administrations are relieved of all responsibility.
- (a) In case of parcels of which the addressee has accepted delivery without reservation.
- (b) In case of loss or damage through force majeure (causes beyond control) although either Administration may at its option and without recourse to the other Administration pay indemnity for loss or damage due to force majeure even in cases where the Administration of the country in the service of which the loss or damage occurred recognizes that the damage was due to force majeure.
- (c) When they are unable to account for parcels in consequence of the destruction of official documents through force majeure.
- (d) When the damage has been caused by the fault or negligence of the sender or the addressee or the representative of either, or when it is due to the nature of the article.
- (e) For parcels which contain prohibited articles.
- (f) In case the sender of an insured parcel, with intent to defraud, shall declare the contents to be above their real value; this rule, however, shall not prejudice any legal proceedings necessitated by the legislation of the country of origin.
- (g) For parcels seized by the customs because of false declaration of contents.
- (h) When no inquiry or application for indemnity has been made by claimant or his representative within a year commencing with the day following the posting of the insured parcel.
- (i) For parcels which contain matter of no intrinsic value or perishable matter or which did not conform to the stipulations of this Convention or which were not posted in the manner prescribed, but the country responsible for the loss, rifling or damage may pay indemnity in respect of such parcels without recourse to the other Administration.
3. No compensation shall be given for indirect loss or loss of profits of any parcel transmitted under this Agreement.
4. The payment of compensation for an insured parcel shall be made to the rightful claimant as soon as possible and at the latest within a period of one year counting from the day following that on which the application is made.
- However, the paying Postal Administration may exceptionally defer payment of indemnity for a longer period than that stipulated if, at the expiration of that period, it has not been able to determine the disposition made of the article in question or the responsibility incurred.
5. Except in cases where payment is exceptionally deferred as provided in the second paragraph of the foregoing section, the Postal Administration which undertakes the payment of compensation is authorized to pay indemnity on behalf of the Office which, after being duly informed of the application for indemnity, has let nine months pass without settling the matter.
6. The obligation of paying the indemnity shall rest with the Postal Administration to which the mailing office is subordinate, provided that in cases where the indemnity is paid to the addressee in accordance with the second paragraph of the first section, it shall rest with the Postal Administration of destination.
- The paying Administration retains the right to make a claim against the Administration responsible.
7. Until the contrary is proved, responsibility for an insured parcel rests with the Postal Administration which having received the parcel without making any observation and being furnished all necessary particulars for inquiry is unable to show its proper disposition.

8. Responsibility for loss, abstraction or damage of an insured parcel discovered by the receiving office of exchange at the time of opening the receptacles and duly notified to the dispatching office of exchange by Bulletin of Verification shall fall upon the Postal Administration to which the dispatching office of exchange is subordinate unless it be proved that the damage occurred in the service of the receiving Administration.

Dispatching office responsible if loss discovered by receiving office.

9. If the loss, abstraction or damage has occurred in course of conveyance, without its being possible to ascertain in which service the irregularity took place, the Postal Administrations concerned bear the loss in equal shares.

Loss, etc., in transit.

10. The Postal Administration responsible or on whose account payment is made in accordance with Section 5 is bound to repay to the country making payment on its behalf, without delay and within not more than six months after receiving notice of payment, the amount of indemnity paid.

Repayment to country paying.

11. Repayments are to be made free of cost to the creditor Administration by means of either a money order or a draft, in money valid in the creditor country, or by such other means as may be mutually agreed upon by correspondence.

Means to be used.

12. Repayments of indemnity by one country to the other will be made on the gold basis.

Repayments on gold basis.

13. The responsibility of properly enclosing, packing and sealing insured parcels rests upon the sender, and the postal service of neither country will assume liability for loss, rifling or damage arising from defects which may not be observed at the time of posting.

Sender responsible for proper packing, etc.

14. The Postal Administrations of the two contracting countries will not be responsible for the loss, abstraction or damage of an ordinary parcel; but either Administration is at liberty to indemnify for the loss, abstraction or damage which may occur in its service, without recourse to the other Administration.

No responsibility for ordinary parcels.

### ARTICLE VIII.

#### *Certificate of Mailing. Receipts.*

The sender will, on request at the time of mailing an ordinary (uninsured) parcel, receive a certificate of mailing from the post office where the parcel is mailed, on a form provided for the purpose; and each country may fix a reasonable fee therefor.

Certificate of mailing.

The sender of an insured parcel receives without charge, at the time of posting, a receipt for his parcel.

Furnished sender, on request.

Receipt.

### ARTICLE IX.

#### *Return Receipts and Inquiries.*

1. The sender of an insured parcel may obtain an advice of delivery upon payment of such additional charge, if any, as the country of origin of the parcel shall stipulate and under the conditions laid down in the Regulations.

Return receipts and inquiries.

Advice of delivery.

2. A fee may be charged, at the option of the country of origin, on a request for information as to the disposal of an ordinary parcel and also of an insured parcel made after it has been posted if the sender has not already paid the special fee to obtain an advice of delivery.

Request for information.

3. A fee may also be charged, at the option of the country of origin, in connection with any complaint of any irregularity which prima facie was not due to the fault of the Postal Service.

Irregularity complaints.

## ARTICLE X.

*Recall and Change of Address.*

Recall and change of address.

Allowed, on request.

So long as a parcel has not been delivered to the addressee, the sender may recall it or cause its address to be changed. The Postal Administration of the country of origin may collect and retain, for this service, the charge fixed by its regulations. The requests for recall or change or address of parcels to be delivered in the United States of America shall be addressed to the Central Administration at Washington; those relating to parcels for delivery in New Zealand shall be addressed to the Central Administration at Wellington.

## ARTICLE XI.

*Customs Charges.*

Customs charges.

Imposed by country of destination.

The parcels are subject to all customs laws and regulations in force in the country of destination. The duties collectible on that account are collected from the addressee on delivery of the parcel in accordance with the customs regulations.

## ARTICLE XII.

*Customs Charges to be Cancelled.*

Cancellation, if returned or redirected.

The customs charges on parcels sent back to the country of origin or redirected to another country shall be cancelled both in New Zealand and the United States of America.

## ARTICLE XIII.

*Fee for Customs Clearance.*

Customs clearance.

Fee.

The office of delivery may collect from the addressee either in respect of delivery to the customs and clearance through the customs or in respect of delivery to the customs only, a fee not exceeding 12 cents (60 centimes) per parcel.

## ARTICLE XIV.

*Delivery to the Addressee. Fee for Delivery at the Place of Address.*

Delivery.

To addressees.

Charges.

1. Parcels are delivered to the addressees as quickly as possible in accordance with the conditions in force in the country of destination. This country may collect in respect of delivery of parcels to the addressee a fee not exceeding 10 cents (5 pence) per parcel. The same fee may be charged, if the case arises, for each presentation after the first at the addressee's residence or place of business.

## ARTICLE XV.

*Warehousing Charges.*

Warehousing charges.

The country of destination is authorized to collect the warehousing charge fixed by its legislation for parcels addressed "Poste Restante" or which are not claimed within the prescribed period. This charge may in no case exceed one dollar (5 francs).

ARTICLE XVI.

*Missent Parcels.*

Ordinary parcels, when missent, are reforwarded to their correct destination by the most direct route at the disposal of the reforwarding Administration. They must not be charged with customs or other charges by that Administration. Insured parcels, when missent, may not be reforwarded to their destination except as insured mail. If this is impossible, they must be returned to origin.

When the reforwarding involves the return of the parcel to the office of origin, the retransmitting Administration refunds to that office the credits received and reports the error by a Bulletin of Verification.

When the reforwarding involves the dispatch of a parcel to a third country and if the amount credited to the retransmitting Administration is insufficient to cover the expenses of retransmission which it has to defray, the retransmitting Administration allows to the Administration to which it forwards the parcel the credits due it; it then recovers the amount of the deficiency by claiming it from the office of exchange from which the missent parcel was directly received. The reason for this claim is notified to the latter by means of a Bulletin of Verification.

Missent parcels.

Provisions for ordinary parcels.

Insured mail.

Refund, if parcel returned.

Reforwarding to a third country.

ARTICLE XVII.

*Redirection.*

1. A parcel may be redirected in consequence of the addressee's change of address in the country of destination, at the request of either the sender or the addressee.

For the parcels redirected in its territory, the Postal Administration of the country of destination may collect additional charges fixed by its internal regulations. These charges shall not be cancelled even in case the parcel is returned to origin or reforwarded to another country.

2. A parcel may be redirected out of the country of original address only at the sender's or the addressee's request and provided that the parcel complies with the conditions required for its further conveyance. Insured parcels shall not be redirected to another country except as insured mail.

New postage, as well as new insurance fees, in the case of insured parcels, may, if not prepaid, be collected upon delivery.

The sender is entitled to forbid, by means of a suitable entry on the dispatch note and on the parcel, any redirection.

Redirection.

Allowed on payment of additional charges.

Forwarding to any other country.

Charges may be collected on delivery.

Forbidden, if so instructed.

ARTICLE XVIII.

*Sale or Destruction.*

1. Articles liable to deterioration or corruption, and these only, may be sold immediately even on the outward or return journey, without previous notice or judicial formality, for the benefit of the right party.

If for any reason a sale is impossible, the spoilt or worthless articles shall be destroyed. The sale or destruction shall be recorded and report made to the Postal Administration of the country of origin.

Sale or destruction.

Articles liable to deterioration.

Parcels, marked  
"Abandon."

2. After the expiration of thirty days from the date of receipt at the office of destination, undeliverable parcels which the sender has marked "Abandon" may be sold at auction or otherwise disposed of as provided by the legislation of the country of destination. When insured parcels are involved, proper record will be made and the Administration of the country of origin notified as to the disposition made of the parcels. The Administration of the country of origin shall also be notified when for any other reason an insured parcel which is not delivered is not returned to the country of origin.

#### ARTICLE XIX.

Nondelivery.

##### *Nondelivery.*

Requests, at time of  
mailing.

1. The sender of a parcel may make a request at the time of mailing, as to the disposal of the parcel in the event of it not being deliverable as addressed, the particulars of which are set forth in the Regulations.

Return to sender, if  
not otherwise indicated.

2. If the sender does not make any request in accordance with the foregoing Section, or the sender's request has not resulted in delivery, undeliverable parcels will be returned to the sender without previous notification at the expiration of thirty days, while parcels refused by the addressee will be returned at once.

Provisions governing  
nondeliverable parcel.

3. The provisions of Article XX, Section 4 shall be applied to a parcel to be returned to the country of origin in consequence of nondelivery.

New postage, as well as new insurance fees, in the case of insured parcels, may, if not prepaid, be collected from the sender upon the return of his parcel.

#### ARTICLE XX.

Charges.

##### *Charges.*

Credits.  
*Anie*, p. 1491; *post*, p.  
1500.

1. For each parcel exchanged between the contracting countries (Article I) the dispatching office credits to the office of destination, in the parcel bills, the quotas due to the latter, and indicated in the Regulations of Execution.

Parcel in transit.

2. The sums to be paid for a parcel in transit, that is, parcels destined either for a possession or for a third country, are likewise indicated in the Regulations of Execution.

3. In the case of a parcel returned or reforwarded in transit through one of the two Administrations to or from the other, the intermediary Administration may claim also the sum due to it for any additional territorial or sea service provided, together with any amounts due to any other Administration or Administrations concerned.

In case of reforward-  
ing, etc.

4. In case of reforwarding or return to origin of a parcel the redispaching office recovers from the other office the quota due to it, namely, as the case may be,

(a) the charges prescribed by Section 1 above.

(b) the charges for reforwarding or return.

(c) the customs clearance, delivery and storage charges provided for by Articles XIII, XIV, and XV.

*Anie*, p. 1496.

Parcels to or from a  
third country.

In case of reforwarding or return to a third country, the accrued charges, that is, such of the charges mentioned in (a), (b) and (c) above as are applicable, shall follow the parcel, but in the case that the third country concerned refuses to assume the charges, because they can not be collected from the addressee or sender, as the case may be, or for any other reason, they shall be charged back to the country of origin.

ARTICLE XXI.

*Postal charges other than those prescribed not to be collected.*

Charges other than prescribed.

The parcels to which this Agreement applies shall not be subject to any postal charges other than those contemplated by the different articles hereof.

Prohibition of.

ARTICLE XXII.

*Air Parcels.*

Air parcels.

The Chiefs of the Postal Administrations of the two contracting countries have the right to fix by mutual consent the air surtax and other conditions in the case where parcels are conveyed by the air routes.

Surtax.

ARTICLE XXIII.

*Temporary Suspension of Service.*

In extraordinary circumstances such as will justify the measure, either Administration may temporarily suspend the parcel post service, either entirely or partially, on condition of giving immediate notice, if necessary by telegraph, to the other Administration.

Temporary suspension of service.

ARTICLE XXIV.

*Matters not provided for in the Present Agreement.*

1. Unless they are provided for in the present Agreement, all questions concerning requests for recall or return of insured parcels, the obtaining and disposition of return receipts therefor, and adjustment of indemnity claims in connection therewith, shall be governed by the provisions of the Universal Postal Convention and its Regulations of Execution, insofar as they are applicable and are not contrary to the foregoing provisions. If the case is not provided for at all, the domestic legislation of the United States or of New Zealand, or the decisions made by one country or the other, are applicable in the respective country.

Matters not herein provided for.

Universal Postal Convention, etc., provisions to govern. Vol. 46, p. 2523.

2. The details relative to the application of the present Agreement will be fixed by the two Administrations in Regulations of Execution, the provisions of which may be modified or completed by common consent by way of correspondence. A similar Agreement through correspondence may be made with a view to the exchange of C.O.D. parcels.

Details to be fixed by common consent.

3. The two Administrations notify each other mutually of their laws, ordinances and tariffs concerning the exchange of parcel post, as well as of all modifications in rates which may be subsequently made.

Mutual notice of postal laws, etc.

ARTICLE XXV.

*Entry into Force and Duration of Agreement.*

Entry into force, etc.

1. This Agreement substitutes and abrogates that signed at Washington, the eighteenth day of April, one thousand nine hundred, and at Wellington the twelfth day of February, one thousand nine hundred.

Former Agreement abrogated. Vol. 32, p. 1843.

2. It shall become effective on ratification, but pending ratification it may be put into force administratively on a date to be mutually settled between the Administrations of the two countries.

Effective date.



## Duration.

It shall remain in force until one of the Administrations of the two contracting countries has given notice to the other, six months in advance, of its intention to terminate it.

## Signatures.

3. Done in duplicate and signed at Washington the 24th day of April 1933, and at Wellington the third day of March 1933

ADAM HAMILTON

*Postmaster General of New Zealand.*

[SEAL]

JOSEPH C. O'MAHONEY

*Acting Postmaster General of the*

*United States of America.*

## Approval by the President.

The foregoing Parcel Post Agreement between the United States of America and New Zealand has been negotiated and concluded with my advice and consent and is hereby approved and ratified.

In testimony whereof, I have caused the seal of the United States to be hereunto affixed.

[SEAL]

FRANKLIN D ROOSEVELT

By the President.

CORDELL HULL

*Secretary of State.*

WASHINGTON, May 3, 1933.

### DETAILED REGULATIONS FOR THE EXECUTION OF THE PARCEL POST CONVENTION.

## Regulations for execution.

The following Detailed Regulations for the Execution of the Parcel Post Convention have been agreed upon by the Chiefs of the Postal Administrations of the United States of America and New Zealand. They may be changed from time to time as may be deemed necessary.

#### ARTICLE 1.

##### *Limits of Weight and Size.*

## Limits of weight and size.

1. The parcels to be exchanged under the provisions of this Agreement may not exceed 11 pounds in weight.

In the direction from the United States of America to New Zealand, these parcels may not exceed the following dimensions:

Greatest length 4 feet, on condition that parcels over 42 inches but not over 44 inches long do not exceed 24 inches in girth; that parcels over 44 inches but not over 46 inches long do not exceed 20 inches in girth; that parcels over 46 inches but not over 48 inches long do not exceed 16 inches in girth; and that parcels up to 3½ feet in length do not exceed 6 feet in length and girth combined.

In the direction from New Zealand to the United States of America, these parcels may not exceed the following dimensions:

Length, 3½ feet; length and girth (taken in a direction other than that of the length) combined 6 feet.

The limit of weight and maximum dimensions stated above may be changed from time to time by agreement made through correspondence.

## ARTICLE 2.

*Preparation of Parcels.*

1. The name and address of the sender and of the addressee must be legibly and correctly written in every case when possible on the parcel itself or on a label or tag firmly attached thereto. It is not allowed to write with initials the name and address of the sender or addressee, unless the initials are the adopted trade name of the senders or addressees which is generally understood. Addresses in pencil are also not allowed, except those written with copying ink on a surface previously dampened.

Preparation of parcels.

A slip bearing the name and address of the sender and addressee must be enclosed in the parcel when the address is written on a label or tag which is not gummed to the parcel. It is advisable that such slips be enclosed in all parcels.

2. Every parcel must be packed in a manner adequate for the length of the journey and the character of the contents, and in such a way as to prevent the contents from damaging other parcels or objects or injuring the postal agents. The packing must protect the contents sufficiently that, in case of rifling, the traces thereof may be easily discovered.

No packing is required for ordinary parcels consisting of a single article, such as pieces of wood, metal, etc., which are not usually packed by the trade.

Any liquid or any substance which easily liquefies must be packed in a double receptacle. Between the first receptacle (bottle, flask, pot, box, etc.) and the second (box of metal, of strong wood, of strong corrugated cardboard or of strong fibreboard or receptacle of equal strength) shall be left a space which shall be filled with sawdust, bran or some other absorbent material, in sufficient quantity to absorb all the liquid contents in the case of breakage.

Powders and dyes in powder form must be packed in lead-sealed metal containers which must be enclosed in substantial outer covers, so as to obviate all damage to the accompanying mail matter.

3. Insured parcels must be sealed by means of wax, by lead or other seals. Ordinary parcels may be sealed at the option of the sender, or careful tying is sufficient as a mode of closing. Either Administration may require a special design or mark of the sender in the sealing of insured parcels mailed in its service, as a means of protection.

The customs of the country of destination, for the purpose of customs examination, shall have the right to break the seals. After customs examination is concluded, the parcels shall be officially resealed.

4. On the address side, each insured parcel must bear a label with the words "Insured" or "Valeur déclarée", or be stamped or marked with the same words in close proximity to the number given the parcel, and it must also bear an indication of the amount of the insured value, mentioned fully and legibly in the currency of the country of origin and in Roman letters. This amount must be converted into gold francs by the sender or by the office of origin and the result of conversion is added below the original description. The amount of the insured value must also be indicated on the customs declaration.

5. The seals, as well as any kind of labels or stamps, affixed to insured parcels, must be so placed as not to hide injuries to the package. Moreover, the labels or stamps must not be folded over two sides of the package so as to cover the edge.

## ARTICLE 3.

*Customs Declarations.*Customs declara-  
tions.

1. The sender shall prepare one customs declaration for each parcel sent from either country, upon a special form provided for the purpose by the country of origin.

The customs declaration shall give a general description of the parcel, an accurate statement in detail of its contents and value, date of mailing, actual weight, the sender's name and address, and the name and address of the addressee, and shall be securely attached to the parcel. However, as an exception to the foregoing, when more than one parcel is mailed simultaneously by the same sender in the United States of America to the same addressee at the same address in New Zealand, the sender need prepare only one customs declaration for the entire shipment, which customs declaration shall show, in addition to the particulars set forth in the preceding sentence, the total number of parcels comprising the shipment, and shall be securely attached to one of the parcels. The parcels comprising the entire shipment shall be clearly marked in such case with a fractional number, the numerator of which will indicate, in arabic figures, the number of the parcel, and the denominator the number of parcels comprising the shipment; for example, if a single shipment were composed of 15 parcels, each parcel would be numbered, respectively,  $1/15$ ,  $2/15$ ,  $3/15$ , etc.

2. The Administrations accept no responsibility for the correctness of the customs declarations.

## ARTICLE 4.

*Return Receipts.*

Return receipts.

1. As to a parcel for which a return receipt is asked, the office of origin impresses on the parcel the letters or words "A.R." or "Avis de réception". The office of origin or any other office appointed by the dispatching Administration shall fill out a return receipt form and attach it to the parcel. If the form does not reach the office of destination, that office makes out a duplicate.

2. The office of destination, after having duly filled out the return receipt form, returns it free of postage to the address of the sender of the parcel.

3. When the sender applies for a return receipt after a parcel has been posted, the office of origin duly fills out a return receipt form and attaches it to a form of inquiry which is entered with the details concerning the transmission of the parcel and then forwards it to the office of destination of the parcel. In the case of the due delivery of the parcel, the office of destination withdraws the inquiry form, and the return receipt is treated in the manner prescribed in the foregoing paragraph.

## ARTICLE 5.

*Receptacles.*

Receptacles.

1. The Postal Administrations of the two contracting countries shall provide the respective bags necessary for the dispatch of their parcels and each bag shall be marked to show the name of the office or country to which it belongs.

2. Bags must be returned empty to the dispatching office by the next mail. Empty bags to be returned are made up in bundles of ten, enclosing nine bags in one. The total number of bags returned shall be entered on the relative parcel bills.

3. In case ten per cent of the total number of bags used during the year have not been returned, the value of the missing bags must be repaid to the Administration of origin.

ARTICLE 6.

*Method of Exchange of Parcels.*

1. The parcels shall be exchanged, in sacks duly fastened and sealed, by the Offices appointed by agreement between the two Administrations, and shall be dispatched to the country of destination by the country of origin at its cost and by such means as it provides. Method of exchange  
of parcels.

2. Insured parcels shall be enclosed in separate sacks from those in which ordinary parcels are contained, and the labels of sacks containing insured parcels shall be marked with such distinctive symbols as may from time to time be agreed upon.

ARTICLE 7.

*Billing of Parcels.*

1. Ordinary parcels exchanged direct between the two countries shall be entered on the parcel bills to show the total number of parcels, the total net weight thereof, and the total amount to be credited, while redirected or returned parcels shall be entered individually. The total number of sacks comprising each dispatch shall also be indicated on the parcel bills. Billing.

2. Insured parcels shall be entered individually on separate parcel bills to show the insurance number and the name of the office of origin, as well as the total net weight thereof.

3. Parcels sent à découvert must be entered separately on the parcel bills.

4. The entry on the bill of any returned or reforwarded parcel must be followed by the word "Returned" or "Reforwarded", together with the detailed statement of charges which may be additionally collected, in the "Observations" column.

5. Each dispatching office of exchange shall number the parcel bills in the upper left-hand corner, commencing each year a fresh series for each office of exchange of destination. The last number of the year shall be shown on the parcel bill of the first dispatch of the following year.

6. The parcel bills are prepared in duplicate. The original is sent in the regular mails, while the duplicate is inserted in one of the sacks. The sack containing the parcel bill is designated by the letter "F", traced in a conspicuous manner on the label.

ARTICLE 8.

*Checking of Parcels.*

1. The office of exchange which has received a parcel mail shall check the parcels and the accompanying bills. If a parcel is missing or any other irregularity is noted, it shall be immediately reported to the dispatching office of exchange by means of a Bulletin of Verification. The report of such a serious irregularity as to Checking of parcels.

involve the responsibility of the respective Administrations shall be accompanied by such vouchers as the strings, wax, or lead seals used for closing the bag which contained the parcels, if they are available.

If no report is made by the next mail, it will be assumed that the mail has been received in proper order until the contrary is proved.

2. If a parcel bill is missing a duplicate shall be made out and a copy sent to the dispatching office of exchange from which the dispatch was received.

3. If any parcel which is in the course of transmission is observed to bear evidence of violation or damage, it must have the facts noted on it and be marked with the stamp of the office making the note, or a document drawing attention to the violation or damage must be forwarded with the parcel.

#### ARTICLE 9.

##### *Undelivered Parcels.*

##### **Undelivered parcels.**

1. The sender of a parcel may request, at the time of mailing, that if the parcel cannot be delivered as addressed it shall be either (a) treated as abandoned, or (b) tendered for delivery at a second address in the country of destination, or (c) returned immediately.

If the sender avails himself of this facility, his request must appear on the address side of the parcel and on the relative customs declaration and must be in conformity with or analagous to one of the following forms:

“ If not deliverable as addressed----- ‘ Abandon ’ ”.

“ If not deliverable as addressed----- ‘ Deliver to . . . ’ ”.

“ If not deliverable as addressed----- ‘ Return immediately ’ ”.

2. The parcels to be returned as undeliverable to the country of origin shall be marked to show the reason for nondelivery.

#### ARTICLE 10.

##### *Payments.*

##### **Payments.**

1. For the parcels dispatched by one country to the other, the dispatching Administration shall pay a terminal credit as follows:

(a) For parcels originating in New Zealand addressed to the United States of America, 6 cents per pound computed on the bulk net weight of each dispatch.

(b) For parcels originating in the United States of America addressed to New Zealand, 30 cents per parcel.

2. In the case of parcels originating in New Zealand which are sent to the United States of America for onward dispatch to a possession of the latter country or, in closed mails, to a third country, the Administration of New Zealand shall pay to the Administration of the United States of America as a transit credit 6 cents per pound when only sea service is provided, 10 cents per pound when only land service is provided, and 13 cents per pound when both land and sea service are provided, based on the bulk net weight of each dispatch.

Also, in the case of parcels for the possessions of the United States of America, the Administration of New Zealand shall pay to the Administration of the United States of America the following terminal credits:

For parcels for Alaska, 6 cents per pound computed on the bulk net weight of each dispatch.

For parcels for Puerto Rico, the Virgin Islands, Guam, Samoa and Hawaii, 3 cents per pound computed on the bulk net weight of each dispatch.

3. In the case of parcels originating in the United States of America which are sent to New Zealand for onward dispatch to Tonga, the Administration of the United States of America shall pay to the Administration of New Zealand one shilling four pence for each parcel not exceeding 3 pounds in weight, one shilling eight pence for each parcel over 3 pounds but not exceeding 7 pounds in weight and two shillings for each parcel over 7 pounds and not exceeding 11 pounds in weight.

4. The terminal charges and transit rates above specified may be reduced or increased on three months' previous notice given by one country to the other. The reduction or increase shall hold good for at least one year.

ARTICLE 11.

*Accounting.*

1. Each Administration shall prepare quarterly an account showing the sums due for parcels sent by the other Administration.

Accounting.

2. These accounts accompanied by the parcel bills and, if any, copies of verification notes relating thereto shall be submitted to the examination of the corresponding Administration in the course of the month following the quarter to which they relate.

3. The compilation, transmission, verification and acceptance of the accounts must be effected as early as possible and the payment resulting from the balance must be made at the latest before the expiration of three months following the date of the sending of the accounts by the creditor Administration.

4. Payment of the balances due on these accounts between the two Administrations shall be effected by means of drafts on New York or on Wellington, or in any other manner which may from time to time be agreed upon between the Chiefs of the Postal Administrations of the two contracting countries, the expenses attendant on the payment being at the charge of the indebted administration.

ARTICLE 12.

*Miscellaneous Notifications.*

The Administrations shall communicate to each other a summary of the provisions of their laws or regulations applicable to the parcels exchanged between the two contracting countries, and other items necessary for carrying out the exchange of parcels.

Miscellaneous.

These Regulations shall come into operation on the day on which the Parcel Post Agreement comes into force and shall have the same duration as the Agreement.

Effective date and duration.

Done in duplicate and signed at Washington the 24th day of April 1933, and at Wellington the third day of March 1933

Signatures.

ADAM HAMILTON  
*Postmaster General of New Zealand.*

JOSEPH O'MAHONEY  
*Acting Postmaster General of the  
United States of America.*

[SEAL]

Approval.

The foregoing Regulations for the Execution of the Parcel Post Agreement between the United States of America and New Zealand have been negotiated and concluded with my advice and consent and are hereby approved and ratified.

In testimony whereof, I have caused the seal of the United States to be hereunto affixed.

[SEAL]

FRANKLIN D ROOSEVELT

By the President.

CORDELL HULL

*Secretary of State.*WASHINGTON, *May 3, 1933.*

*Treaty between the United States of America and Poland of friendship, commerce, and consular rights and agreement concerning proof of the origin of imported merchandise effected by exchange of notes. Signed at Washington, June 15, 1931; ratification advised by the Senate, April 5, 1932; ratified by the President of the United States, April 21, 1932; ratified by Poland, April 20, 1933; ratifications exchanged at Warsaw, June 9, 1933; proclaimed, July 10, 1933.*

June 15, 1931.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

### A PROCLAMATION

WHEREAS a Treaty of Friendship, Commerce and Consular Rights between the United States of America and the Republic of Poland was concluded and signed by their respective Plenipotentiaries at Washington on the fifteenth day of June, one thousand nine hundred and thirty-one, the original of which treaty, being in the English and Polish languages, is word for word as follows:

Treaty of friendship, commerce, and consular rights with Poland. Preamble.

The United States of America and the Republic of Poland, 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, Henry L. Stimson, Secretary of State of the United States of America, and

The President of the Republic of Poland, Tytus Filipowicz, Ambassador Extraordinary and Plenipotentiary of Poland in Washington,

who, having communicated to each other their full powers found

Stany Zjednoczone Ameryki i Rzeczpospolita Polska, pragnąc wzmocnić istniejący szczęśliwie między obu krajami węzeł pokoju zapomocą układów, mających na celu rozwinięcie przyjaznych stosunków między obu swymi terytorjami przez zarządzenia odpowiadające duchowym, kulturalnym, gospodarczym i handlowym dążeniom swej ludności, postanowiły zawrzeć Traktat Przyjaźni, Handlowy i Praw Konsularnych i w tym celu mianowały swymi pełnomocnikami:

Contracting Powers. Post, p. 1703.

Prezydent Stanów Zjednoczonych Ameryki, p. Henry L. Stimson, Sekretarza Stanu Stanów Zjednoczonych Ameryki, i

Prezydent Rzeczypospolitej Polskiej, p. Tytusa Filipowicza, Ambasadora Nadzwyczajnego i Pełnomocnego R. P. w Waszyngtonie;

którzy, po zakomunikowaniu sobie wzajemnie pełnomocnictw,

Plenipotentiaries.



to be in due form, have agreed upon the following articles:

### ARTICLE I

Mutual freedom of residence, religion, business, etc., permitted.

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; 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 the said nationals shall be permitted, upon submitting themselves to all local laws and regulations duly established, to enjoy all of the foregoing privileges and to do anything incidental to or necessary for the enjoyment of those privileges, upon the same terms as nationals of the State of residence, except as otherwise provided by laws of either High Contracting Party in force at the time of the signature of this Treaty. In so far as the laws of either High Contracting Party in force at the time of the signature of this Treaty do not permit nationals of the other Party to enjoy any of the foregoing privileges upon the same terms as the nationals of the State of residence, they shall enjoy, on condition of reciprocity, as favorable treatment as nationals of the most favored nation.

Real property.

Most favored nation treatment.

uznanych za należyte co do formy, zgodzili się na następujące artykuły:

### ARTYKUŁ I

Obywatele każdej z Wysokich Umawiających się Stron będą mogli wjeżdżać, podróżować i przebywać na terytorjum drugiej Strony; korzystać z wolności sumienia oraz praktykowania kultu religijnego; wykonywać pracę zawodową, naukową, religijną, filantropijną, przemysłową i handlową wszelkiego rodzaju; prowadzić we wszelkiej formie działalność handlową nie uzbrojoną przez prawo miejscowe; posiadać na własność wznosić lub wynajmować i zajmować odpowiednie budowle, oraz dzierżawić grunty do celów: mieszkalnych, naukowych, religijnych, filantropijnych, przemysłowych, handlowych i pośmiertnego spoczynku; zatrudniać pracowników według swego wyboru —i wogóle, wyżej wymienieni obywatele będą mogli, przy zastosowaniu się do wszystkich miejscowych praw i przepisów należycie ustanowionych, korzystać z wszelkich wyliczonych wyżej przywilei i wykonywać wszystko, co jest z uprawnieniami temi związane, lub konieczne do korzystania z nich, na tych samych warunkach, co obywatele państwa, w którym zamieszkują, chyba że prawa którejś z Wysokich Umawiających się Stron, będące w mocy w chwili podpisania niniejszego Traktatu, zawierają postanowienia odmienne. Tam gdzie prawa jednej z Wysokich Umawiających się Stron, obowiązujące w chwili podpisania niniejszego Traktatu nie pozwalają obywatelom drugiej Strony na korzystanie z któregoś z wyżej wyliczonych uprawnień na tych samych warunkach co obywatelom Państwa, w którym zamieszkują, będą oni korzystali, pod warunkiem wzajemności z takiego samego traktowania, co obywatele państwa najbardziej uprzywilejowanego.

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, 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 emigration or to immigration or the right of either of the High Contracting Parties to enact such statutes, provided, however, that nothing in this paragraph shall prevent the nationals of either High Contracting Party from entering, traveling and residing in the territories of the other Party in order to carry on international trade or to engage in any commercial activity related to or connected with the conduct of international trade on the same terms as nationals of the most favored nation.

Nothing contained in this Treaty is to be considered as interfering with the right of either party

Obywatele jednej z Wysokich Umawiających się Stron nie będą podlegali na terytorjum drugiej Strony żadnym innym lub wyższym wewnętrznym opłatom i podatkom, niż ściągane są od własnych obywateli i przez nich opłacane.

Obywatele każdej z Wysokich Umawiających się Stron będą mieli swobodny dostęp do sądów drugiej Strony, poddając się miejscowym prawom, a to zarówno w dochodzeniu, jak i obronie swoich praw przed wszystkimi instancjami sądowymi, ustanowionymi przez prawo.

Obywatele każdej z Wysokich Umawiających się Stron będą mieli na terytorjum drugiej Strony, poddając się warunkom nałożonym na obywateli tejże Strony, jaknajbardziej stałą opiekę i bezpieczeństwo osobiste i ich mienia i będą korzystali pod tym względem z takiego stopnia opieki, jak tego wymaga prawo międzynarodowe. Mienie ich nie może być im odebrane bez właściwego postępowania prawnego i bez zapłaty odpowiedniego odszkodowania.

Żadne z postanowień niniejszego Traktatu nie może być interpretowane w sposób naruszający istniejące ustawy jednej z Wysokich Umawiających się Stron w odniesieniu do emigracji lub imigracji lub też prawa każdej z Wysokich Umawiających się Stron do stanowienia takich ustaw, pod warunkiem jednakże, że nie w ustępie niniejszym nie przeszkodzi obywatelom jednej z Wysokich Umawiających się Stron w wjeździe, podróżowaniu i zamieszkiwaniu na terytorjum drugiej Strony celem prowadzenia handlu międzynarodowego lub też zajmowania się działalnością handlową odnoszącą się do lub związaną z prowadzeniem handlu międzynarodowego na tych samych warunkach co obywatele państwa najbardziej uprzywilejowanego.

Żadne z postanowień niniejszego Traktatu nie może być interpretowane w sensie, który

Equality of taxes, etc.

Access to courts of justice.

Protection of persons and property.

Immigration laws not affected.

Protection of national labor.

to enact or enforce statutes concerning the protection of national labor.

nasuwałby prawo jednej ze Stron do stanowienia i stosowania ustaw odnoszących się do ochrony narodowego rynku pracy.

## ARTICLE II

## ARTYKUŁ II

Civil liability for injuries, etc.

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 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.

Odnosnie do formy ochrony, zabezpieczonej przez prawo państwowe, stanowe lub prowincjonalne, ustanawiające odpowiedzialność cywilną za obrażenia cielesne lub śmierć i dające krewnym, spadkobiercom lub pozostającym na utrzymaniu strony poszkodowanej prawo do skargi lub odszkodowania pieniężnego, tacy krewni, spadkobiercy lub będący na utrzymaniu strony poszkodowanej, która, mając obywatelstwo jednej z Wysokich Umawiających się Stron, została poszkodowana na terytorjum drugiej Strony, będą, bez względu na ich obywatelstwo obce lub przebywanie poza terytorjum, na którym obrażenia cielesne miały miejsce, korzystali z tych samych praw i przywilejów, jakie są lub mogą być udzielane obywatelom własnym i na takich samych warunkach.

## ARTICLE III

## ARTYKUŁ III

Dwellings, places of business, etc., to be respected.

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.

Mieszkania, składy towarowe, fabryki, sklepy i inne miejsca wykonywania zawodu wraz ze wszystkimi przynależniami pomieszczeniami, należące do obywateli jednej z Wysokich Umawiających się Stron na terytorjum drugiej, używane do jakiegokolwiek z celów wymienionych w Artykule I, winny być szanowane. Będzie niedozwolone dokonywanie rewizji domowej, przeszukiwanie budynków i pomieszczeń, ani badanie i sprawdzanie w nich ksiąg, papierów lub rachunków, chyba że odbędzie się to pod warunkami i zgodnie z formami ustanowionymi dla krajowców przez obowiązujące ustawy, rozporządzenia i przepisy.

## ARTICLE IV

## ARTYKUŁ IV

Period allowed for sale of inherited realty, etc.

Where, on the death of any persons holding real or other immovable property or interests

W wypadkach, w których z powodu śmierci osoby, posiadającej realność lub inny majątek

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

nieruchomy, albo udział w nim, na terytorjum jednej z Wysokich Umawiających się Stron, majątek ten, lub udział w nim miałby, zgodnie z prawem krajowym lub na podstawie postanowień testamentowych, przypaść lub przejść na tam zamieszkałego lub niezamieszkałego obywatela drugiej z Wysokich Umawiających się Stron, jeżeli go tych praw nie pozbawiają ustawy kraju, w którym ten majątek lub udział w nim się znajduje, temu obywatelowi będzie wolno w okresie trzech lat, mogącym być przedłużonym, o ile tego wymagają słuszne powody, zlikwidować go i wycofać uzyskaną równowartość bez ograniczeń i przeszkód i wolną od wszelkich spadkowych, sądowych i administracyjnych podatków i opłat prócz tych, które w podobnych wypadkach mogą być nałożone na obywatela państwa, z którego ta równowartość ma być wycofana.

Obywatele każdej z Wysokich Umawiających się Stron będą mieli pełną swobodę rozporządzania swą własnością ruchomą wszelkiego rodzaju na terytorjum drugiej Strony, drogą testamentu darowizny, lub w innej formie, a ich spadkobiercy, legatarjusze lub obdarowani, bez względu na obywatelstwo, zamieszkali lub niezamieszkali w kraju, będą dziedziczyli taką własność ruchomą i mogą objąć ją w posiadanie, sami lub przez osoby, działające w ich imieniu, zatrzymać ją lub rozporządzać nią dowoli, przyczem podlegają uiszczaniu podatków i opłat tylko takich, jakim podlegają w podobnych wypadkach obywatele tej z Wysokich Umawiających się Stron, na której terytorjum własność ta się znajduje, lub z którym jest związana.

Disposal of personal property.

#### ARTYKUŁ V

Obywatele każdej z Wysokich Umawiających się Stron będą mogli, w wykonaniu swego wyżej zastrzeżonego prawa swobody religijnej, na terytorjum drugiej Strony bez utrudnień i przykrości jakiegokolwiek rodzaju z

Freedom of worship, etc.

Condition.

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 mortuary and sanitary laws and regulations of the place of burial.

racji ich wierzeń religijnych lub z innego powodu—odprawiać nabożeństwa w obrebie albo swych własnych domów albo też wszelkich odpowiednich budynków, które mogą dowolnie wznosić i zachowywać w dogodnych miejscach, o ile ich nauki i obrządki nie są sprzeczne z obyczajnością publiczną; będą oni również mogli grzebać swych umarłych zgodnie z ich zwyczajami religijnymi na dogodnych i dostosowanych miejscach, założonych i zachowywanych w tym celu, przestrzegając ustaw i rozporządzeń cmentarnych i sanitarnych, obowiązujących w miejscu grzebania.

## ARTICLE VI

## ARTYKUŁ VI

Reciprocal freedom of commerce and navigation.

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 designed to protect human, animal, or plant life and health, or regulations for the enforcement of police or revenue laws, including laws prohibiting or restricting the importation or sale of alcoholic beverages or narcotics.

Sanitary, etc., measures.

Liquor or narcotic traffic.

Most favored nation treatment on imports.

Each of the High Contracting Parties binds itself unconditionally to impose no higher or other duties or charges, and no condition or prohibition on the importation of any article, the growth, produce, or manufacture of the territories of the other Party than

Pomiędzy terytorjami Wysokich Umawiających się Stron będzie istniała wolność handlu i żeglugi. Obywatele obu Wysokich Umawiających się Stron, narówni z obywatelami państwa najbardziej uprzywilejowanego, będą mieli swobodę wolnego zawijania ze swemi statkami i ładunkami do wszystkich miejsc, portów i wód wszelkiego rodzaju w obrebie granic terytorjalnych drugiej Strony, które są lub mogą być otwarte dla handlu zagranicznego i żeglugi. Żadne postanowienie niniejszego Traktatu nie może być tłumaczone jako ograniczające prawo którejkolwiek z Wysokich Umawiających się Stron do wprowadzenia na warunkach, jakie Strona ta uzna za stosowne, zakazów i ograniczeń, mających na celu ochronę życia i zdrowia ludzkiego, zwierzęcego lub roślin, lub rozporządzeń dla wykonania ustaw w dziedzinie porządku publicznego lub dochodów Skarbu, z włączeniem ustaw zabraniających lub ograniczających wwóz lub sprzedaż napojów alkoholowych lub narkotyków.

Każda z Wysokich Umawiających się Stron przyjmie bezwzględnie zobowiązanie nienakładania wyższych lub innych ceł względnie opłat, warunków, zakazów lub ograniczeń przywozu jakichkolwiek artykułów, będących produktami gleby, wytworami lub

are or shall be imposed on the importation of any like article, the growth, produce or manufacture of any other country. Administrative orders effecting advances in duties or changes in regulations applicable to imports shall not be made operative until the elapse of sufficient time, after promulgation in the usual official manner, to afford reasonable notice of such advances or changes. The foregoing provision does not relate to orders made operative as required by provisions of law or judicial decisions, or to measures for the protection of human, animal or plant life or for the enforcement of police laws.

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.

Neither High Contracting Party shall establish or maintain restrictions on imports from or exports to the territories 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 territories of the other Party an equitable

wyrobami terytorjum drugiej Strony niż te, jakie są lub będą nakładane na wwóz takich samych artykułów, będących produktami gleby, wytworami lub wyrobami jakiegokolwiek innego kraju. Zarządzenia administracyjne wprowadzające podwyższenie ceł lub zmianę obowiązujących przepisów, odnoszących się do importu, nie będą stosowane przed upływem dostatecznego czasu, potrzebnego na słuszne uwiadomienie o takich podwyżkach lub zmianach, po ich ogłoszeniu w zwykłej drodze urzędowej. Powyższe postanowienie nie dotyczy zarządzeń wprowadzonych na skutek przepisów ustawy lub orzeczeń sądowych, jak również zarządzeń wydanych celem ochrony życia ludzkiego, zwierzęcego lub roślin, a także w dziedzinie porządku publicznego.

Każda z Wysokich Umawiających się Stron również zobowiązuje się bezwzględnie nie nakładać opłat ani innych ograniczeń czy zakazów na towary eksportowane do terytorjów drugiej Strony wyższych lub innych, niż te, jakie nakładane są na towary eksportowane do jakiegokolwiek innego kraju obcego.

Żadna z Wysokich Umawiających się Stron nie wprowadzi ani nie będzie utrzymywała w mocy ograniczeń importu z terytorjum lub eksportu do terytorjum drugiej Strony, które nie są stosowane do importu i eksportu takiego samego artykułu pochodzącego z lub wysyłanego do jakiegokolwiek innego kraju. Wszelkie cofnięcie ograniczeń importowych lub eksportowych przyznane chociażby tymczasowo przez jedną ze Stron na korzyść artykułów trzeciego państwa, będzie niezwłocznie i bezwarunkowo stosowane do takich samych artykułów pochodzących od drugiej Umawiającej się Strony lub do niej wysyłanych. W razie ustanowienia kontyngentów dla importu lub eksportu artykułów ograniczonych lub zakazanych, każda z Wysokich Umawiających się Stron zgadza się

No discrimination of export charges.

share in the allocation of the quantity of restricted goods which may be authorized for importation or exportation.

Extension of advantages given any other foreign country.

Any advantage concerning charges, duties, formalities and conditions of their application 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.

Equality of trade by vessels of either country.

All articles which are or may be legally imported from foreign countries into ports of the United States of America or are or may be legally exported therefrom in vessels of the United States of America, may likewise be imported into these ports or exported therefrom in Polish 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 of America; and, reciprocally, all articles which are or may be legally imported from foreign countries into the ports of Poland or are or may be legally exported therefrom in Polish vessels, may likewise be imported into these ports or exported therefrom in vessels of the United States of America without being liable to any other or higher duties or charges whatsoever than if such articles were imported or exported in Polish vessels.

Bounties, drawbacks, etc.

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

przyznać importowi z terytorjum lub eksportowi do terytorjum drugiej Strony słuszny udział w przydziale ilości ograniczonych towarów, które mogą być dozwołone dla importu lub eksportu.

Wszelka korzyść, dotycząca opłat, ceł, formalności i warunków ich stosowania, którą jedna z Wysokich Umawiających się Stron mogłaby rozciągać na jakikolwiek artykuł, będący produktem gleby, wytworem lub wyrobem każdego innego obcego kraju, będzie równocześnie i bezwarunkowo, bez żądania i bez kompensaty rozciągnięta na takie same artykuły, które są produktami gleby, wytworami lub wyrobami drugiej Wysokiej Umawiającej się Strony.

Wszelkie artykuły które są lub mogą być legalnie importowane z zagranicy do portów Stanów Zjednoczonych Ameryki, albo też są lub mogą być legalnie eksportowane z nich na statkach Stanów Zjednoczonych Ameryki, będą mogły również być przywożone do tych portów lub wywożone z nich na statkach polskich, nie podlegając jakimkolwiek cłom lub opłatom innym lub wyższym niż gdyby te artykuły były importowane lub eksportowane na statkach Stanów Zjednoczonych Ameryki; i nawzajem, wszelkie artykuły, które są lub mogą być legalnie importowane z zagranicy do portów polskich albo też są lub mogą być legalnie eksportowane z nich na statkach polskich, będą mogły również być przywożone do tych portów lub wywożone z nich na statkach Stanów Zjednoczonych Ameryki, nie podlegając żadnym cłom i opłatom innym lub wyższym niż gdyby artykuły te były importowane lub eksportowane na statkach polskich.

W ten sam sposób ma być stosowana zupełna wzajemna równość w stosunku do bandery obu krajów co do premij, zwrotów ceł i innych przywilejów tego rodzaju jakiegokolwiek nazwy, które mogą być przyznane na terytorjum obu Wysokich Uma-

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, vessels and goods.

No distinction shall be made by either High Contracting Party between direct and indirect importations of articles originating in the territories of the other Party from whatever place arriving. In so far as importations into Poland are concerned, the foregoing stipulation applies only in the case of goods which for a part of the way from the place of their origin to the place of their ultimate destination had to be carried across the ocean.

Either Contracting Party has the right to require that articles which are imported from the territories of the other Party and are entitled under the provisions of this Treaty to the benefit of the duties or charges accorded to the most favored nation, must be accompanied by such documentary proof of their origin as may be required in pursuance of the laws

wiąjących się Stron, dla towarów, importowanych lub eksportowanych na statkach narodowych, tak, że te premje, zwroty ceł i inne przywileje będą również w podobny sposób przyznawane towarom, importowanym lub eksportowanym na statkach drugiego państwa.

Co się tyczy wysokości i pobierania ceł przywózowych i wywózowych wszelkiego rodzaju, każda z obu Wysokich Umawiających się Stron zobowiązuje się przyznać obywatelom, statkom i towarom drugiej Strony wszelkie udogodnienia, przywileje lub wolności, jakie przyzna obywatelom, statkom i towarom jakiegos trzeciego państwa, bez względu na to, czy takim u uprzywilejowanemu państwu takie traktowanie zostanie przyznane darmo, czy wzamian za kompensatę. Każde takie udogodnienie, przywilej lub wolność, które będzie odtąd w przyszłości nadane obywatelom, statkom czy towarom trzeciego państwa, będzie równocześnie i bezwarunkowo, bez żądania i bez kompensaty rozciągnięte na drugą Wysoką Umawiającą się Stronę dla niej samej, jej obywateli, statków i towarów.

Żadna z Wysokich Umawiających się Stron nie będzie robiła jakiegokolwiek różnicy między bezpośrednim a pośrednim przywozem artykułów pochodzących z terytorjów drugiej Strony, a skądkolwiek przychodzących. Powyższe postanowienie, w zastosowaniu do przywozu do Polski, odnosi się jedynie do towarów, które na części drogi z miejsca ich pochodzenia do miejsca ostatecznego przeznaczenia musiały być przewożone poprzez ocean.

Każda z Wysokich Umawiających się Stron ma prawo wymagać, żeby artykuły, które są przywożone z terytorjum drugiej Strony i które mogą korzystać zgodnie z postanowieniami niniejszego Traktatu z korzyści odnosnie do ceł lub opłat przyznanych państwu najbardziej uprzywilejowanemu, były zaopatrzone w takie same dokumenty stwierdza-

Most favored nation treatment as to customs duties.

No distinction between direct and indirect importations.

Documentary proof of origin required.



and regulations of the country into which they are imported, provided, however, that the requirements imposed for this purpose shall not be such as to constitute in fact a hindrance to indirect trade. The requirements for furnishing such proof of origin shall be agreed upon and made effective by exchanges of notes between the High Contracting Parties.

jące ich pochodzenie, jakie mogą być wymagane w wykonaniu ustaw i przepisów kraju, do którego są one przywożone, z tem jednak zastrzeżeniem, że żądania postawione w tym celu nie będą tego rodzaju, aby mogły stanowić w rzeczywistości przeszkody dla handlu pośredniego. Wymagania związane z dostarczaniem takich świadectw pochodzenia zostaną ustalone i wprowadzone w życie przez wymianę not między Wysokimi Umawiającymi się Stronami.

Postanowienia niniejszego artykułu nie rozciągają się na:

a) traktowanie, które każda z Wysokich Umawiających się Stron przyzna ruchowi pogranicznemu w strefie nieprzekraczającej szerokości 10 mil (15 kilometrów) z każdej strony granicy celnej;

b) specjalne przywileje państw, wynikające z ich unji celnej z jedną z Wysokich Umawiających się Stron dopóki takie specjalne przywileje nie będą przyznane żadnemu innemu państwu;

c) traktowanie, jakie Stany Zjednoczone Ameryki przyznają handlowi Kuby na zasadzie postanowień Konwencji Handlowej, zawartej pomiędzy Stanami Zjednoczonymi Ameryki a Kubą, dnia 11 grudnia 1902 r., ani do jakiegokolwiek innej konwencji handlowej, która w przyszłości może być zawarta między Stanami Zjednoczonymi Ameryki i Kubą. Postanowienia takie pozatem nie odnoszą się do traktowania zapewnionego handlowi Stanów Zjednoczonych Ameryki ze strefą Kanału Panamskiego lub z którąkolwiek posiadłością Stanów Zjednoczonych Ameryki lub handlowi posiadłości Stanów Zjednoczonych Ameryki między sobą, zgodnie z obecnymi i przyszłymi prawami;

d) tymczasowy system celny obowiązujący między polskim i niemieckim Górnym Śląskiem i ustanowiony polsko-niemiecką Konwencją, podpisaną w Genewie 15 maja 1922 r.

Exceptions. The stipulations of this article shall not extend:

Border traffic (a) To the treatment which either High Contracting Party shall accord to purely border traffic within a zone not exceeding ten miles (15 kilometers) wide on either side of its customs frontier.

Where special privileges accorded. (b) To the special privileges resulting to States in customs union with either High Contracting Party so long as such special privileges are not accorded to any other State.

United States trade with Cuba. (c) 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 of America and Cuba on December 11, 1902, or any other commercial convention which hereafter may be concluded by the United States of America with Cuba. Such stipulations, moreover do not extend to the treatment which is accorded to commerce between the United States of America and the Panama Canal Zone or any of the dependencies of the United States of America, or to the commerce of the dependencies of the United States of America with one another under existing and future laws.

With Canal Zone or dependencies. (d) To the provisional customs regime in force between Polish and German parts of Upper Silesia laid down in the German-Polish Convention signed at Geneva on May 15, 1922.

Exception to Polish traffic.

## ARTICLE VII

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, charges in respect to warehousing and other facilities.

## ARTICLE VIII

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 IX

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, 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 X

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

## ARTYKUL VII

Obywatele i towary każdej z Wysokich Umawiających się Stron będą korzystali na terytorjum drugiej Strony z tego samego traktowania co krajowcy i towary krajowe, o ile chodzi o podatki wewnętrzne, opłaty za składowe i za inne udogodnienia.

Equality of internal taxes, etc.

## ARTYKUL VIII

Żadne opłaty tonażowe, portowe, za pilotaż, za latarnie morskie i opłaty kwarantannowe lub też żadne podobne lub analogiczne opłaty jakiegokolwiek bądź rodzaju, ściągane w imieniu lub na rzecz Rządu, funkcjonariuszy publicznych, osób prywatnych, towarzystw lub zakładów jakiegobądź rodzaju, nie będą nakładane w portach terytorjów żadnego z obu krajów na statki drugiego kraju, któreby nie były w równej mierze i w tych samych warunkach nakładane na statki narodowe. To równe traktowanie będzie stosowane z zastrzeżeniem wzajemności do statków obu krajów bez względu na miejsce, z którego one przybywają i bez względu na miejsce ich przeznaczenia.

Tonnage duties, etc.

## ARTYKUL IX

Dla celów niniejszego Traktatu statki handlowe i inne statki będące własnością prywatną pod banderą jednej z Wysokich Umawiających się Stron, posiadające dokumenty, wymagane przez ich ustawy krajowe na dowód swej przynależności państwowej, będą, zarówno w obrębie wód terytorjalnych drugiej Strony, jak i na pełnem morzu, uważane za statki tej Strony, pod której banderą płyną.

Nationality of private vessels recognized.

## ARTYKUL X

Statki handlowe i inne statki będące własnością prywatną pod banderą jednej z Wysokich Umawiających się Stron, będą mogły wyladowywać część swych ładunków w każdym porcie, otwartym dla handlu zagranicznego na terytorjach drugiej Wysokiej Umawiającej się Strony i płynąć dalej z

Discharging cargoes at open ports.

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.

Coasting trade exemption.

resztą tych ładunków do jakichkolwiek innych portów na tych samych terytorjach, otwartych dla handlu zagranicznego, bez uiszczenia innych lub wyższych opłat tonażowych, lub portowych, niż te, które w takich wypadkach były płacone przez statki krajowe w podobnych warunkach i będą tak samo mogły brać ładunek w różnych portach, w czasie tej samej podróży w kierunku oddalającym się, z tem zastrzeżeniem jednak, że handel przybrzeżny Wysokich Umawiających się Stron jest wyłączony z postanowień niniejszego artykułu i z innych postanowień niniejszego Traktatu, będzie zaś uregulowany stosownie do odnośnych ustaw każdej z Wysokich Umawiających się Stron. Istnieje jednak zgoda co do tego, iż obywatele jednej z Wysokich Umawiających się Stron, będą korzystali odnośnie do handlu przybrzeżnego na terytorjum drugiej Strony, z traktowania państwa najbardziej uprzywilejowanego.

Postanowienia niniejszego Traktatu, odnoszące się do wzajemnego przywileju narodowego traktowania w sprawach związanych z żeglugą, nie stosują się do specjalnych przywilejów, które obie Wysokie Umawiające się Strony zastrzegają dla przemysłu rybackiego i budowy okrętów.

Fishing and shipbuilding.

The provisions of this Treaty relating to the mutual concession of national treatment in matters of navigation do not apply to special privileges reserved by either High Contracting Party for the fishing and shipbuilding industries.

Corporations, etc., organized in either country may conduct business in the other.

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 freedom of access to the courts of law and equity, on conforming to the laws regulating the matter, as well for

#### ARTICLE XI

#### ARTYKUŁ XI

Spółki o odpowiedzialności ograniczonej, oraz inne spółki i towarzystwa, obliczone lub nieobliczone na zysk, które zostały lub mogą być w przyszłości założone zgodnie z ustawami państwem, stanowem lub prowincjonalnem jednej z Wysokich Umawiających się Stron i utrzymujące siedzibę główną na jej terytorjum, uznane będą przez drugą Wysoką Umawiającą się Stronę za prawnie istniejące, z zastrzeżeniem jednak, że nie dążą one na jej terytorjum do celów sprzecznych z jej ustawami. Będą one korzystały z wolności dostępu do wszelkich sądów sądzących według prawa lub stu-

the prosecution as for the defense of rights in all the degrees of jurisdiction established by law.

The right of such corporations and associations of either High Contracting Party so recognized by the other to establish themselves within its territories, establish branch offices and fulfill their functions therein shall depend upon, and be governed solely by the consent of such Party as expressed in its National, State, or Provincial laws and regulations.

#### ARTICLE XII

The nationals of either High Contracting Party shall enjoy within the territories of the other, reciprocally and upon compliance with the conditions there imposed, such rights and privileges as have been or may hereafter be accorded the nationals of any other State with respect to the organization of and participation in limited liability and other corporations and associations, for pecuniary profit or otherwise, including the rights of promotion, incorporation, purchase and ownership and sale of shares and the holding of executive or official positions therein. In the exercise of the foregoing rights and with respect to the regulation or procedure concerning the organization or conduct of such corporations or associations, such nationals shall be subjected to no conditions less favorable than those which have been or may hereafter be imposed upon the nationals of the most favored nation. The rights of any of such corporations or associations as may be organized or controlled or participated in by the nationals of either High Contracting Party within the territories of the other to exercise any of their functions therein, shall be governed by the laws and regulations, National, State or Provincial, which are in force or

szości, stosując się do praw regulujących tę sprawę, zarówno dla dochodzenia, jak i dla obrony praw we wszystkich instancjach sądowych prawnie ustanowionych.

Prawo takich spółek i towarzystw jednej z Wysokich Umawiających się Stron, w ten sposób uznanych przez drugą Stronę, do osiedlania się na jej terytorjach, zakładania filij i wykonywania swych czynności tamże—będzie uzależnione i uregulowane wyłącznie na podstawie zezwolenia tej Strony, w sposób określony w jej ustawach i przepisach państwowych, stanowych lub prowincjonalnych.

Right to establish branches.

#### ARTYKUŁ XII

Obywatele jednej z Wysokich Umawiających się Stron będą korzystali na terytorjach drugiej Strony wzajemnie i zgodnie z warunkami tam obowiązującymi, z takich praw i przywilejów, jakie są, lub w przyszłości będą, przyznane obywatelom jakiegokolwiek innego państwa odnośnie do zakładania i uczestniczenia w spółkach o odpowiedzialności ograniczonej i innych spółkach i towarzystwach w celach zarobkowych lub innych, włącznie z prawem inicjowania, rejestrowania, zakupu, posiadania i sprzedaży akcji oraz piastowania stanowisk kierowniczych lub wykonawczych w tych firmach. Przy wykonywaniu tych praw odnośnie do uregulowania postępowania dotyczącego organizacji lub prowadzenia takich spółek i towarzystw, wspomniani obywatele nie będą podlegali żadnym warunkom, mniej korzystnym, niż te, jakie są lub będą w przyszłości nakładane na obywateli państwa najbardziej uprzywilejowanego. Prawo wszystkich takich spółek i towarzystw, któreby były zorganizowane lub kontrolowane przez obywateli jednej z Wysokich Umawiających się Stron lub w których miałoby udział ci obywatele, na terytorjum drugiej Strony do wykonywania tamże jakichkolwiek swych

Nationals of either country may organize corporations, etc., in the other.

may hereafter be established within the territories of the Party wherein they propose to engage in business.

Mining privileges.

The nationals of either High Contracting Party, shall, moreover, enjoy within the territories of the other, on condition of reciprocity, and upon compliance with the conditions there imposed, such rights and privileges as 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 XIII

Commercial travelers recognized.

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.

Identification, etc.

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 this Article, the High Con-

czynności,—będą regulowane przez ustawy i przepisy państwowe, stanowe lub prowincjonalne, które są w mocy, lub mogłyby być w przyszłości wprowadzone na terytorjach tej Strony, gdzie czynności te mają być wykonywane.

Ponad to obywatele jednej z Wysokich Umawiających się Stron będą korzystali na terytorjum drugiej Strony, z zastrzeżeniem wzajemności i poddając się warunkom tam obowiązującym, z takich praw i przywilejów, jakie mogłyby być w przyszłości przyznane obywatelom jakiegokolwiek innego państwa odnośnie do wydobywania węgla, fosfatu, ropy, oleju skalnego, gazu i sody na terenach państwowych drugiej Strony. Rozumie się jednakże, że żadne z postanowień niniejszego ustępu nie wymaga od Wysokich Umawiających się Stron udzielania pozwoleń na korzystanie z takich praw lub przywilejów, jeżeli w chwili przedłożenia odnośnego podania udzielanie podobnych praw lub przywilejów zostało zawieszane lub zniesione.

ARTYKUŁ XIII

Komiwojażerowie, reprezentujący wytwórców, kupców i handlarzy, osiadłych na terytorjum jednej z Wysokich Umawiających się Stron, będą mieli przy wjeździe na terytorjum drugiej Strony lub w czasie przebywania tam i przy wyjeździe stamtąd, zapewnione traktowanie państwa najbardziej uprzywilejowanego pod względem ceł i innych przywilejów i wszelkich opłat i podatków jakiegokolwiek bądź rodzaju, nałożonych na nich, lub ich próbki.

Jeżeliby Wysokie Układające się Strony lub jedna z nich uznała za potrzebne przedstawienie wiarygodnego dokumentu ustalającego tożsamość i uprawnienia komiwojażerów reprezentujących wytwórców, kupców lub handlarzy osiadłych na terytorjach drugiej strony, celem dania im możliwości korzystania na jej terytorjach z przywilejów przyznanych w niniejszym artykule—Wy-

tracting Parties will agree by exchange of notes on the form of such document and the authorities or persons by whom it shall be issued.

sokie Umawiające się Strony ustala w drodze wymiany not formę takiego dokumentu oraz urzędy i osoby przez jakie ma być wystawiony.

## ARTICLE XIV

There shall be complete freedom of transit through the territories including territorial waters of each High Contracting Party on the most convenient routes open for international transit, by rail, navigable waterway, and canal, other than the Panama Canal and waterways and canals which constitute international boundaries, to persons, their luggage and goods coming from, going to or passing through the territories of the other High Contracting Party, except such persons as may be forbidden admission into its territories, or goods or luggage of which the importation may be prohibited by law. Persons, their luggage and goods in transit shall not be subjected 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 and cleared at the proper customhouse, but they shall be exempt from all customs or other similar duties.

All charges imposed on transport in transit shall be reasonable, having regard to the conditions of the traffic.

Nothing in this Article shall affect the right of either of the High Contracting Parties to prohibit or restrict the transit of arms, munitions and military equipment in accordance with treaties or conventions that may have been or may hereafter be entered into by either Party with other countries.

## ARTYKUŁ XIV

Będzie miała miejsce zupełna wolność tranzytu przez terytorja z włączeniem wód terytorjalnych każdej z Wysokich Umawiających się Stron na najdogodniejszych drogach otwartych dla tranzytu międzynarodowego kolejami, żeglownymi drogami wodnymi i kanałami, z wyłączeniem Kanału Panamskiego, oraz dróg wodnych i kanałów, stanowiących granice międzypaństwowe, dla osób, ich bagażu i towarów, przybywających z terytorjów drugiej Wysokiej Umawiającej się Strony, udających się tam, lub przejeżdżających przez nie, z wyłączeniem takich osób, których dopuszczenie na jej terytorja byłoby zabronione, albo towarów czy bagażu, których przywóz byłby zakazany ustawowo. Osoby przejeżdżające, ich bagaż i towary przewożone tranzytem nie będą podlegały żadnym cłom tranzytowym, ani żadnemu zbędnemu opóźnieniu, lub ograniczeniom i zróżniczkowaniom pod względem opłat, ułatwień lub wszelkich innych okoliczności.

Towary w tranzycie winny wchodzić i wychodzić przez właściwą komorę celną, ale wolne będą od wszelkich ceł lub innych podobnych opłat.

Wszelkie opłaty, nakładane na transporty znajdujące się w tranzycie, będą umiarkowane i odpowiadające warunkom ruchu.

Żadne z postanowień niniejszego artykułu nie będzie ograniczało prawa obu Wysokich Umawiających się Stron do zakazywania lub ograniczania tranzytu broni, amunicji i sprzętu wojskowego, zgodnie z traktatami i konwencjami, które są albo mogłyby być w przyszłości zawarte przez którąkolwiek z Wysokich Umawiających się Stron z innymi państwami.

Freedom of international transit.

Panama Canal, etc., excepted.

Transit provisions.

Customs entries, etc.

Transit of arms, etc.

## ARTICLE XV

## ARTYKUŁ XV

Consular officers.  
Reception of.

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.

Enjoyment of rights,  
etc., accorded most fa-  
vored nation.

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.

Exequatur to issue.

The Government of each of the High Contracting Parties shall furnish free of charge the necessary exequatur of such consular officers of the other as present a regular commission signed by the chief executive of the appointing state and under its great seal; and it shall issue to a subordinate or substitute consular officer duly appointed by an accepted superior consular officer with the approbation of his Government, or by any other competent officer of that Government, such documents as according to the laws of the respective countries shall be requisite for the exercise by the appointee of the consular function. On the exhibition of an exequatur, or other document issued in lieu thereof to such subordinate, such consular officer shall be permitted to enter upon his duties and to enjoy the rights, privileges and immunities granted by this Treaty.

Każda z Wysokich Umawiających się Stron zgadza się przyjmować urzędników konsularnych drugiej Strony w tych swoich portach, miejscowościach i miastach, które nadają się i są otwarte dla przedstawicieli konsularnych jakiegokolwiek obcego państwa.

Urzędnicy konsularni każdej z Wysokich Umawiających się Stron będą, po objęciu urzędowania, korzyścili na terytorjum drugiej Strony na zasadzie wzajemności ze Wszystkich praw i przywilejów, zwolnień i immunitetów, z jakich korzystają urzędnicy tego samego stopnia państwa najbardziej uprzywilejowanego. Tacy urzędnicy, jako przedstawiciele urzędowi, będą uprawnieni do wysokiego szacunku wszystkich urzędników państwowych lub komunalnych państwa przyjmującego, z którymi będą utrzymywali stosunki służbowe.

Rząd każdej z Wysokich Umawiających się Stron będzie udzielał bez opłat potrzebnego exequatur urzędnikom konsularnym drugiej Strony, którzy przedstawiają należyte listy komisyjne, podpisane przez Głowę Państwa kraju wysyłającego i zaopatrzone w wielką pieczęć państwową; nadto wyda on każdemu podwładnemu lub zastępczemu urzędnikowi konsularnemu, należycie mianowanemu przez przyjętego wyższego urzędnika konsularnego, za aprobatą jego Rządu, lub przez innego właściwego urzędnika tego Rządu, takie dokumenty, jakie, zgodnie z prawami odnośnych Państw, wymagane są do wykonywania służby konsularnej przez mianowanego urzędnika. Za okazaniem exequatur'u lub innego dokumentu, wydanego zamiast tegoż, takiemu urzędnikowi niższego stopnia, ten urzędnik konsularny uprawniony będzie do objęcia swego urzędu, oraz korzystania z praw, przywilejów i immunitetów, przyznanych przez Traktat niniejszy.

## 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 court 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 in cases to which he is not a party 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 court whenever it is possible to do so without serious interference with his official duties.

## ARTICLE XVII

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

## ARTYKUŁ XVI

Urzednicy konsularni, będący obywatelami Państwa wysyłającego, nie mogą być aresztowani z wyjątkiem wypadku, gdy zostaną oskarżeni o popełnienie czynów karygodnych, kwalifikowanych przez prawo miejscowe jako przestępstwa, inne aniżeli występki i przekroczenia i pociągające za sobą ukaranie winnego osobnika. Urzednicy tacy wolni będą od obowiązku dostarczania kwater wojskowych i od służby wojskowej lub morskiej, administracyjnej lub policyjnej wszelkiego rodzaju.

Exemption from arrest, etc.

W sprawach karnych, stawienie się urzednika konsularnego w charakterze świadka w sądzie może być zażądane zarówno przez stronę oskarżającą, jak i przez obronę. Odnośne wezwanie dokonane być winno z zachowaniem wszelkich możliwych względów dla godności konsularnej i obowiązków urzędu; a urzednik konsularny winien uczynić zadość takiemu wezwaniu.

Testimony in criminal cases.

Urzednicy konsularni będą w sprawach cywilnych podlegali jurysdykcji sądów Państwa przyjmującego, z tem jednakże zastrzeżeniem, że w wypadku, jeżeli urzednik jest obywatelem Państwa wysyłającego i nie jest zaangażowany w żadnym prywatnym zajęciu, obliczonym na zysk, to przesłuchanie jego ustne lub pisemne w charakterze świadka w sprawach, w których on nie jest stroną, odbyć się winno w miejscu jego zamieszkania lub w jego biurze i z należytymi względami dla jego wygody. Urzednik winien wszakże dobrowolnie zeznawać w sądzie, o ile to tylko jest możliwe bez naruszenia w poważny sposób jego obowiązków służbowych.

Civil cases, etc.

## ARTYKUŁ XVII

Każda z Wysokich Umawiających się Stron zgadza się na wwóz wolny od wszelkich opłat celnych wszelkiego rodzaju mebli, urządzeń i zapasów przeznaczonych na

Free entry of office supplies, etc.



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 property intended for their personal use, 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 shall be accorded the customs privileges and exemptions accorded to consular officers of the most favored nation.

Personal property.

Restriction, if consul is in private business.

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 XVIII

Tax exemption.

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,

użytek służbowy w biurach konsularnych drugiej Strony; udzieli również urzędnikom konsularnym, ich rodzinom oraz towarzyszącym im osobom, o ile są one obywatelami kraju wysyłającego, przywileju wolnego od cła wwozu ich bagażu i innych przedmiotów służących do ich osobistego użytku, przywożonych ze sobą przez urzędnika, gdy udaje się na swe stanowisko, z warunkiem wszakże, że żaden przedmiot, którego wwóz przez prawo jednej z Wysokich Umawiających się Stron jest zakazany, nie może być przywieziony na jej terytorjum. Mienie osobiste wwożone przez urzędników konsularnych, ich rodziny lub towarzyszące im osoby w czasie pełnienia funkcji przez danych urzędników, będzie korzystało z przywilejów i zwolnień przyznawanych urzędnikom konsularnym Państwa najbardziej uprzywilejowanego.

Rozumie się jednak, że przywileje, udzielone w niniejszym artykule, nie będą się rozciągały na urzędników konsularnych, oddających się w państwie przyjmującym jakimkolwiek prywatnemu zajęciu obliczonemu na zysk, chyba, że chodzi o przedmioty dostarczane im urzędowo.

#### ARTYKUŁ XVIII

Urzędnicy konsularni, włączając w to i pracowników zatrudnionych w konsulacie, będący obywatelami Państwa wysyłającego, a nie oddający się na terytorjum Państwa, gdzie wykonywują swe czynności, zajęciom prywatnym obliczonym na zysk, wolni będą od wszelkiego rodzaju podatków państwowych, stanowych, prowincjonalnych i komunalnych, nałożonych na ich osoby lub mienie, z wyjątkiem podatków, pobieranych z tytułu posiadania przez nich majątku nieruchomego, położonego w granicach tego terytorjum, oraz dochodu, który daje im mienie jakiegokolwiek rodzaju, położone na lub przynależne do terytorjum Państwa, w którym wykonywują swe czynności. Wszyscy urzędnicy i pracownicy

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 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 coat of arms of their State with an appropriate inscription designating the official office, and they may place the coat of arms of their State on automobiles employed by them in the exercise of their consular functions. 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 quarters where consular business is conducted and the archives of the consulates shall at all times be inviolable, and under no pretext shall any authorities of any character within the

konsularni, obywatele Państwa wysyłającego, wolni są od płacenia podatków od poborów, honorarjów i płac, które otrzymują jako wynagrodzenie za swą służbę konsularną.

Rząd każdej z Wysokich Umawiających się Stron będzie miał prawo nabywać i posiadać na własność grunta i budynki potrzebne na lokale dyplomatyczne i konsularne na terytorjum drugiej z Wysokich Umawiających się Stron, jakoteż wznosić budynki na tem terytorjum dla wyżej wspomnianych celów z zachowaniem miejscowych przepisów budowlanych.

Grunta i budynki, położone na terytorjum jednej z Wysokich Umawiających się Stron, których prawnym lub sprawiedliwym właścicielem jest druga Strona, a które są używane przez tego właściciela wyłącznie do celów rządowych, wolne są od wszelkiego rodzaju podatków zarówno państwowych, jak stanowych, krajowych i komunalnych z wyjątkiem opłat pobieranych za usługi lub miejscowe publiczne urządzenia, z których dane objekty korzystają.

#### ARTYKUL XIX

Urzednicy konsularni mają prawo umieszczać nad drzwiami wejściowemi swych biur godła swego Państwa z odpowiednim napisem, oznaczającym lokal urzędowy, i umieszczać godła swego państwa na samochodach używanych przez nich przy wykonywaniu czynności konsularnych. Urzednicy ci mogą również wywieszać flagę swego Państwa na swych biurach, włączając w to i biura, znajdujące się w stolicach obu Państw. Mogą oni również wywieszać takąż flagę na wszelkiej łodzi lub statku, używanym przy wykonywaniu funkcji konsularnych.

Lokal, w którym konsulat urzęduje i archiwa konsulatu będą zawsze i w każdym czasie nietykalne i pod żadnym pozorem żadna z władz krajowych jakiegokolwiek rodzaju nie może dokonywać

Acquisition of realty, etc.

Exemption, if for governmental use only.

Arms and flags at offices, etc.

Inviolability of offices and archives.

country make any examination or seizure of papers or other property deposited with the archives. When consular officers are engaged in business within the territory of the State where they are exercising their duties, the files and documents of the consulate shall be kept in a place entirely separate from the one where private or business papers are kept. 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.

Separation, from private papers.

Recognition of ad interim officers.

Upon the death, incapacity, or absence of a consular officer, having no subordinate consular officer at his post, secretaries or chancellors, whose official character may have previously been made known to the Government of the State where the consular function was exercised, may temporarily exercise the consular function of the deceased or incapacitated or absent consular officer; and while so acting shall enjoy all the rights, prerogatives and immunities granted to the incumbent.

#### ARTICLE XX

Communications with officials for protecting countrymen of consuls.

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

żadnego badania lub zajęcia papierów lub innych rzeczy złożonych w archiwach. O ile urzędnicy konsularni trudnią się przedsiębiorstwami prywatnymi na terytorjum Państwa, gdzie wykonywują swe funkcje, papiery i dokumenty konsulatu winny być przechowywane w miejscu zupełnie oddzielonem od miejsca, gdzie są przechowywane ich papiery prywatne lub dotyczące ich przedsiębiorstwa. Biura Konsulatu nie będą służyły za miejsca azylu. Nie będzie wymagane od żadnego urzędnika konsularnego przedkładanie w sądzie aktów urzędowych lub składanie zeznań o ich treści.

W razie śmierci, niezdolności do wykonywania funkcji, lub nieobecności urzędnika konsularnego, który nie ma na swej placówce podwładnego urzędnika konsularnego, sekretarze lub naczelnicy kancelarji, jeżeli ich charakter służbowy został przedtem podany do wiadomości Państwu przyjmującemu, mogą wykonywać czasowo funkcje konsularne zmarłego, niezdolnego do pełnienia swych funkcji lub nieobecnego urzędnika konsularnego; podczas sprawowania tych czynności będą oni korzystali ze wszystkich praw, przywilejów i immunitetów, przyznanych kierownikowi urzędu.

#### ARTYKUŁ XX

Urzędnicy konsularni, będący obywatelami Państwa wysyłającego, mogą w obrębie swego okręgu konsularnego zwracać się do władz państwowych, stanowych, krajowych lub komunalnych w celu zapewnienia swoim obywatelom korzystania z praw traktatowych lub nabytych w jakikolwiek inny sposób. W razie naruszenia tych praw mogą oni wnosić zażalenia. O ile właściwe władze nie dały zadośćuczynienia lub nie udzieliły opieki, interwencja dyplomatyczna będzie usprawiedliwiona, a w razie nieobecności przedstawiciela dyplomatycznego, konsul generalny

or the consular officer stationed at the capital may apply directly to the government of the country

lub urzędnik konsularny, urzędujący w stolicy, zwrócić się może bezpośrednio do Rządu danego kraju.

## ARTICLE XXI

Consular officers, in pursuance of the laws of their own country may (a) 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; (b) draw up, attest, certify and authenticate unilateral acts, translations, deeds, and testamentary dispositions of their countrymen, and also contracts to which a countryman is a party; (c) authenticate signatures; (d) 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.

Instruments and documents thus executed and copies and translations thereof, when duly authenticated by the consular officer, under his official seal, 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

## ARTYKUŁ XXI

Urzędnicy konsularni mogą w wykonaniu praw swego własnego Państwa: a/ przyjmować w każdym nadającym się do tego miejscu w granicach ich okręgu, zeznania wszelkich osób znajdujących się na statkach ich kraju lub jakichkolwiek obywateli ich Państwa albo też osób mających miejsce stałego zamieszkania na terytorjum tegoż Państwa; b/ sporządzać, zaświadczać /attest, certify/ i uwierzytelniać jednostronne akty prawne, podpisy, tłumaczenia, dokumenty i rozporządzenia testamentowe swych obywateli, jak również kontrakty, w których obywatel ich Państwa jest jedną z umawiających się stron; c/ uwierzytelniać podpisy; d/ sporządzać, zaświadczać /attest, certify/, i uwierzytelniać dokumenty wszelkiego rodzaju, wyrażające lub zawierające jakiegokolwiek przeniesienie lub obciążenie własności wszelkiego rodzaju, znajdującej się na terytorjum Państwa wysyłającego, jakoteż jednostronne akty prawne, dokumenty, rozporządzenia testamentowe i kontrakty, odnoszące się do mienia położonego na terytorjum Państwa wysyłającego, lub do transakcji, która ma tam być dokonana.

Dokumenty i akty w ten sposób sporządzone, jakoteż odpisy z nich i tłumaczenia, jeżeli zostały przez urzędnika konsularnego należycie uwierzytelnione i zaopatrzone jego pieczęcią urzędową, uznawane będą za dokumenty dowodowe na terytorjach Umawiających się Stron i uważane będą za dokumenty oryginalne lub wierzytelne odpisy, stosownie do wypadku, oraz posiadać będą taką samą moc i skutki prawne, jak gdyby były sporządzone i zaświadczone przez notariusza lub innego urzędnika publicznego odpowiednio upo-

Notarial acts, etc., by consular officers.

Authentications, etc.

Effect as evidence.

drawn and executed in conformity to the laws and regulations of the country where they are designed to take effect.

Authority, in non-support matters.

A consular officer of either High Contracting Party shall within his district have the right to act personally or by delegate in all matters concerning claims of non-support of non-resident minor children against a father resident in the district of the consul's residence and a national of the country represented by the consul, without other authorization, providing that such procedure is not in conflict with local laws.

#### ARTICLE XXII

Notice of death in one country of a national of the other.

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 the death, in order that necessary information may be forwarded to the parties interested.

Provisional holding of intestate property.

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

ważnionego w Państwie wysyłającym, zawsze jednakże z zastrzeżeniem, że akty te i dokumenty sporządzone i zaświadczone będą zgodnie z prawami i przepisami Państwa, w którym mają wywołać skutki prawne.

Urzędnik konsularny każdej z Wysokich Umawiających się Stron będzie miał we własnym okręgu prawo występowania osobiście lub przez zastępcę we wszystkich sprawach dotyczących rozszczeń o środki do utrzymania, wniesionych przez małoletnie dzieci, niezamieszkałe w kraju przyjmującym przeciw ojcu zamieszkałemu w okręgu danego urzędnika konsularnego będącego obywatelem państwa wysyłającego bez osobnego do tego pełnomocnictwa z tem jednak zastrzeżeniem, że tego rodzaju postępowanie nie jest sprzeczne z prawem miejscowem.

#### ARTYKUŁ XXII

W razie śmierci obywatela jednej z Wysokich Umawiających się Stron na terytorjum drugiej Strony, o ile nie pozostawił on w miejscu zgonu żadnych znanych spadkobierców, ani wykonawców testamentu, przez siebie wyznaczonych, właściwe władze miejscowe zawiadomią niezwłocznie o fakcie jego śmierci najbliższego urzędnika konsularnego Państwa, którego zmarły był obywatelem, aby odpowiednie zawiadomienie przesłane być mogło stronom zainteresowanym.

Jeżeli obywatel jednej z Wysokich Umawiających się Stron umrze na terytorjum drugiej Wysokiej Umawiającej się Strony bez pozostawienia ostatniej woli lub testamentu, urzędnik konsularny Państwa, którego obywatelem był zmarły, urzędujący w granicach okręgu, w którym zmarły mieszkał w chwili śmierci, uważany będzie, o ile prawa miejscowe na to pozwalają, do chwili wyznaczenia administratora lub wszczęcia przewodu spadkowego, za powołanego do wzięcia pod swoją opiekę majątku, pozostałego po

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 XXIII

A consular officer of either High Contracting Party may, if this is not contrary to the local law, appear personally or by delegate on behalf of non-resident beneficiaries, nationals of the country represented by him before the proper authorities administering workmen's compensation laws and other like statutes, with the same effect as if he held the power of attorney of such beneficiaries to represent them unless such beneficiaries have themselves appeared either in person or by duly authorized representative.

zmarłym w celu zachowania i ochrony tego majątku; tenże urzędnik konsularny będzie uprawniony do tego ażeby zostać wyznaczonym zarządcą spadku według uznania sądu lub innej władzy, sprawującej nadzór nad zarządem masy spadkowej, o ile na to zezwalają prawa miejscowości, gdzie spadek pozostaje pod zarządem.

W wypadku śmierci obywatela jednej z Wysokich Umawiających się Stron bez rozporządzenia na wypadek śmierci względnie testamentu i bez jakichkolwiek znanych spadkobierców zamieszkałych w kraju, gdzie umarł, urzędnik konsularny kraju, którego obywatelem był zmarły, będzie wyznaczony na administratora majątku zmarłego, o ile przepisy własnego jego Rządu zezwalają na to, i o ile taka nominacja nie jest sprzeczna z prawami miejscowymi, a sąd właściwy nie ma specjalnych powodów do wyznaczenia kogo innego.

O ile urzędnik konsularny przyjmie obowiązki administratora spadku, pozostałego po zmarłym współobywatelu, poddaje się tem samem w tym charakterze do wszystkich celowych zamierzeń jurysdykcji sądu albo też innego czynnika mianującego, w takim samym zakresie co obywatel kraju przyjmującego.

#### ARTYKUŁ XXIII

Urzędnik konsularny każdej z Wysokich Umawiających się Stron może, o ile to nie jest sprzeczne z prawem miejscowym, stawać osobiście lub przez zastępcę w imieniu beneficjarjuszy obywateli Państwa wysyłającego niezamieszkałych w kraju jego urzędowania przed właściwymi władzami, wykonywującymi ustawy o odszkodowaniu za wypadki przy pracy, lub podobne ustawy, z tym samym skutkiem jak gdyby posiadał pełnomocnictwo od takich beneficjarjuszy, chyba że beneficjarjusze ci stawili się osobiście lub przez prawnie wyznaczonych pełnomocników.

Without any known heirs.  
Appointment as administrator.

Status of.

Representative of non-resident beneficiary.

Notice to consul.

Written notice of the death of their countrymen entitled to benefit by such laws should, whenever practicable, be given by the authorities administering the law to the appropriate consular officer of the country of which the deceased was a national.

Handling funds for non-resident countrymen.

A consular officer of either High Contracting Party may on behalf of his non-resident countrymen 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 remits any funds so received through the appropriate agencies of his Government to the proper distributees.

#### ARTICLE XXIV

Rights over estates under local jurisdiction.

A consular officer of either High Contracting Party shall, within his district, have the right to appear personally or by delegate in all matters concerning the administration and distribution of the estate of a deceased person under the jurisdiction of the local authorities for all such heirs or legatees in said estate, either minors or adults, as may be non-residents and nationals of the country represented by the said consular officer with the same effect as if he held their power of attorney to represent them unless such heirs or legatees themselves have appeared either in person or by duly authorized representative.

#### ARTICLE XXV

Consular authority over shipping controversies.

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

Zawiadomienie na piśmie o śmierci ich współobywateli, mających prawo do korzyści wynikających z takich ustaw, winno być, skoro tylko to będzie możliwe, wysłane przez odnośne władze do właściwego urzędnika konsularnego kraju, którego obywatelem był zmarły.

Urzędnik konsularny każdej z Wysokich Umawiających się Stron może w imieniu obywateli Państwa wysyłającego, niezamieszkujących w kraju przyjmującym, kwitować z odbioru ich udziałów, pochodzących z realizacji spadków w drodze postępowania sądowego lub uzyskanych na mocy postanowień Prawa o odszkodowaniu robotników, t. zw. Workmen's Compensation Laws, lub innych ustaw tego rodzaju, z warunkiem, że przekaze on wszelkie w ten sposób uzyskane fundusze za pośrednictwem właściwych organów swego rządu odnośnym osobom uprawnionym do ich otrzymania.

#### ARTYKUŁ XXIV

Urzędnik konsularny każdej z Wysokich Umawiających się Stron będzie miał prawo w swoim okręgu konsularnym stawać, osobiście lub przez zastępcę we wszystkich sprawach, dotyczących zarządu i podziału spadku osoby zmarłej, należących do kompetencji władz miejscowych w imieniu wszystkich spadkobierców lub legatarjuszy, zainteresowanych w danym spadku, tak małoletnich, jak i pełnoletnich tam niezamieszkałych obywateli kraju wysyłającego z tym samym skutkiem prawnym, jak gdyby miał ich pełnomocnictwo do reprezentowania ich, chyba, że dani spadkobiercy lub legatarjusze stawili się osobiście lub przez należycie upoważnionego przedstawiciela.

#### ARTYKUŁ XXV

Urzędnik konsularny będzie miał wyłączne prawo rozstrzygnięcia sporów, wynikających z regulaminu wewnętrznego statków prywatnych jego kraju; do

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 XXVI

A consular officer of either High Contracting Party shall have the right to inspect within the ports of the other High Contracting Party within his consular district, the private vessels of any flag destined or about to clear for ports of the country appointing him in order to observe the sanitary conditions and

niego też jedynie należy rozstrzygnięcie sporów wynikłych pomiędzy oficerami a załogą takich statków, a dotyczących wykonywania na statku dyscypliny, o ile statek i osoby obwinione o popełnienie wykroczenia przybyły do portu, znajdującego się w obrębie jego okręgu konsularnego. Urzędnik taki ma również prawo do rozstrzygnięcia spraw dotyczących uregulowania płac i wykonywania odnośnych kontraktów, o ile prawa miejscowe na to pozwalają.

Jeżeli na statku prywatnym, płynącym pod banderą Państwa wysyłającego urzędnika konsularnego, popełniony zostanie w granicach wód terytorjalnych Państwa przyjmującego czyn, który w myśl ustaw tego Państwa uważany jest za przestępstwo, pociągające za sobą karę dla winnej osoby jako przestępcy, urzędnik konsularny nie będzie korzystał ze wspomnianych uprawnień, chyba, że na to zezwalają prawa miejscowe.

Urzędnik konsularny może nie kępując się wzywać pomocy miejscowych władz policyjnych we wszelkich wypadkach, dotyczących utrzymania wewnętrznego porządku na statku, płynącym pod banderą jego kraju, w granicach wód terytorjalnych Państwa przyjmującego, a na takie żądanie potrzebna pomoc winna mu być udzielona.

Urzędnik konsularny może stać wraz z oficerami i załogą statków, płynących pod banderą jego Państwa, przed władzami sądowymi Państwa przyjmującego w celu okazania pomocy jako tłumacz lub pośrednik.

#### ARTYKUŁ XXVI

Urzędnik konsularny każdej z Wysokich Umawiających się Stron będzie miał prawo w portach drugiej Wysokiej Umawiającej się Strony, leżących w obrębie jego okręgu konsularnego, przeprowadzać inspekcje na statkach prywatnych, niezależnie od ich bander, mających się udać lub wyruszających do portów

Crimes on private vessels in territorial waters.

Local aid to maintain order on shipboard.

Appearance before judicial authorities.

Inspection, etc., of vessels, clearing for ports of consul's country.



measures taken on board such vessels, and to be enabled thereby to execute intelligently bills of health and other documents required by the laws of his country, and to inform his Government concerning the extent to which its sanitary regulations have been observed at ports of departure by vessels destined to its ports, with a view to facilitating entry of such vessels therein.

## ARTICLE XXVII

Salvage of ship-wrecked vessels.

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.

Local intervention limited.

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.

kraju wysyłającego, celem zbadania warunków i zarządzeń sanitarnych, wydanych na tychże okrętach, aby tem samem mieć możność należytego sporządzenia świadectw zdrowotności i innych dokumentów wymaganych przez ustawodawstwo jego kraju oraz informować swój Rząd, w jakiej mierze jego przepisy sanitarne były przestrzegane w portach odjazdowych przez statki udające się do portów jego kraju, a to ze względu na ułatwienie statkom powyższym wjazdu do portu.

## ARTYKUŁ XXVII

Wszelkimi czynnościami, odnoszącymi się do ratownictwa statków każdej z Wysokich Umawiających się Stron, które rozbiły się u brzegów drugiej, będzie kierował urzędnik konsularny kraju, do którego dany statek należy i w granicach którego okręgu konsularnego rozbitcie statku nastąpiło. Do chwili przybycia takiego urzędnika, który niezwłocznie winien być zawiadomiony o wypadku, władze miejscowe winny podjąć wszelkie potrzebne kroki dla ochrony osób i zabezpieczenia mienia dotkniętego katastrofą. Władze miejscowe będą interwenjowały jedynie w celu utrzymania porządku i zabezpieczenia interesów osób ratujących, o ile one nie należą do załogi statku, który uległ rozbiciu, oraz w celu wykonywania zarządzeń wydanych w sprawie przywozu i wywozu uratowanych towarów. Rozumie się, że towary takie nie podlegają żadnym opłatom celnym, chyba, że są przeznaczone do spożycia w kraju, gdzie nastąpiło rozbitcie się statku.

Interwencja władz miejscowych w tych wypadkach nie będzie pociągała za sobą żadnych kosztów, oprócz tych, które wywołane zostały akcją ratowniczą i zabezpieczeniem uratowanych towarów, oraz tych, które w podobnych okolicznościach ponosiłyby okręty ich własnego kraju.

## 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

The Polish Government which is entrusted with the conduct of the foreign affairs of the Free City of Danzig under Article 104 of the Treaty of Versailles and Articles 2 and 6 of the Treaty signed in Paris on November 9, 1920, between Poland and the Free City of Danzig, reserves hereby the right to declare that the Free City of Danzig is a Contracting Party to this Treaty and that it assumes the obligations and acquires the rights laid down therein.

This reservation does not relate to those stipulations of the Treaty which the Republic of Poland has accepted with regard to the Free City in accordance with the Treaty rights conferred on Poland.

## ARTICLE XXX

The present Treaty shall be ratified and the ratifications thereof shall be exchanged at Warsaw. 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

## ARTYKUŁ XXVIII

Uwzględniając wszelkie ograniczenia lub wyjątki, wyżej wymienione, lub mogące być później umówionymi, terytorja Wysokich Umawiających się Stron, na które rozciągają się postanowienia niniejszego Traktatu, będą rozumiane jako obejmujące wszelkie obszary lądu, wody i powietrza, co do których Strony roszczą sobie prawo i wykonywują władzę suwerenną, z wyjątkiem strefy Kanału Panamskiego.

Territories embraced.

Canal Zone excluded.

## ARTYKUŁ XXIX

Rząd Polski, któremu powierzone zostało prowadzenie spraw zagranicznych Wolnego Miasta Gdańska w myśl artykułu 104 Traktatu Wersalskiego i artykułów 2 i 6 Konwencji Paryskiej pomiędzy Polską a Wolnym Miastem Gdańskim z dnia 9 listopada 1920 roku, zastrzega sobie prawo oświadczenia, że Wolne Miasto jest Umawiającą się Stroną w niniejszym Traktacie i że przyjmuje zobowiązania i nabywa prawa, w nim ustalone.

Zastrzeżenie powyższe nie odnosi się do tych postanowień niniejszego Traktatu, które Rzeczpospolita Polska w stosunku do Wolnego Miasta Gdańska już przyjęła w wykonaniu swych praw wynikających z odnośnych Traktatów.

Reservation by Poland as to the Free City of Danzig.  
Post, p. 1680.

## ARTYKUŁ XXX

Traktat niniejszy będzie ratyfikowany, a dokumenty ratyfikacyjne zostaną wymienione w Warszawie. Niniejszy Traktat we wszystkich swych postanowieniach wejdzie w życie w przeciągu 30 dni od daty wymiany dokumentów ratyfikacyjnych i pozostanie w pełnej mocy na przeciąg jednego roku od daty wejścia w życie.

O ile na sześć miesięcy przed upływem wyżej podanego jednorocznego okresu żadna z Wysokich Umawiających się Stron nie zawiadomi drugiej o swym zamiarze zmiany lub wypuszczenia jakiegokolwiek bądź postanowienia które-

Ratification.

Duration.

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 six months 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.

gokolwiek z artykułów niniejszego Traktatu lub o jego rozwiązaniu z chwilą upływu wyżej wymienionego okresu czasu, Traktat pozostanie nadal w mocy po upływie wyżej wymienionego okresu aż do upływu sześciu miesięcy od chwili, w której którakolwiek z Wysokich Umawiających się Stron zamierze zmiany lub rozwiązania Traktatu.

Na dowód czego pełnomocnicy obu Stron podpisali niniejszy Traktat i wycisnęli na nim swe pieczęcie.

Sporządzono w Waszyngtonie, w dwóch egzemplarzach, oba w języku angielskim i polskim, jednakowo obowiązujących, dnia 15 czerwca tysiąc dziewięćset trzydziestego pierwszego roku.

Signatures.

In witness whereof the respective Plenipotentiaries have signed this Treaty and have affixed their seals thereto.

Done in duplicate, each in the English and Polish languages, both authentic, at Washington, this fifteenth day of June, one thousand nine hundred and thirty-one.

HENRY L STIMSON [SEAL]  
TYTUS FILPOWICZ [SEAL]

Ratifications exchanged.

AND WHEREAS the said treaty has been duly ratified on both parts and the ratifications of the two Governments were exchanged in the city of Warsaw on the ninth day of June, one thousand nine hundred and thirty-three;

Ante, p. 1533.

AND WHEREAS by the terms of Article XXX thereof the said Treaty shall take effect in all its provisions thirty days from the date of the exchange of ratifications;

Proclamation.

Now, THEREFORE, be it known that I, Franklin D. Roosevelt, President of the United States of America, have caused the said Treaty to be made public to the end that the same and every article and clause thereof may be observed and fulfilled with good faith by the United States of America and the citizens thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the seal of the United States of America to be affixed.

DONE at the city of Washington this tenth day of July in the year of our Lord one thousand nine hundred and thirty-three [SEAL] and of the Independence of the United States of America the one hundred and fifty-eighth.

FRANKLIN D ROOSEVELT

By the President:

WILLIAM PHILLIPS

*Acting Secretary of State.*

AGREEMENT CONCERNING PROOF OF THE ORIGIN OF IMPORTED  
 MERCHANDISE EFFECTED BY EXCHANGE OF NOTES PRO-  
 VIDED FOR IN THE TENTH PARAGRAPH OF ARTICLE VI OF  
 THE TREATY

Agreement concern-  
 ing proof of origin of  
 imported merchandise.  
*Ante*, p. 1515.

*The Secretary of State (Stimson) to the Polish Ambassador (Filipowicz)*

DEPARTMENT OF STATE,  
 Washington, June 15, 1931.

**EXCELLENCY:**

I have the honor to communicate to Your Excellency my understanding of the agreement reached regarding the requirements for furnishing proof of the origin of imported merchandise entitled to the benefits of the treaty of friendship, commerce and consular rights signed this day on behalf of the United States of America and Poland.

In the event that proof of the origin of imported goods is required by either Party pursuant to the provisions of the tenth paragraph of Article VI of the treaty, it is agreed that

(1) A declaration by the shipper in the country of origin legalized by a consular representative of the country of final destination resident in the country of origin shall be accepted as satisfactory proof of the origin of the goods. As far as certificates of origin for importation into the Polish customs territory are concerned, the above-mentioned shipper's declaration before legalization by a consular representative of Poland, has to be certified by a competent Chamber of Commerce or similar organization, subject to the exceptions provided for in subparagraph (a) of paragraph (3) hereof.

(2) For indirect shipments an acceptable alternative to the certificate of origin obtained in the country of origin as provided in paragraph (1) shall be proof of origin obtainable in the intermediate country from which the goods are last shipped to the country of final destination. Such proof shall consist of a declaration by the consignor of the goods in the intermediate country before a consular officer of the country of origin resident in the intermediate country, certified by the latter and approved by a consular representative of the country of final destination resident in the intermediate country, it being understood that the consular representatives of the country of origin shall not certify the shipper's declaration for this purpose unless they are satisfied upon examination of documentary or other evidence that the statements made therein are true.

(3) The attached form of certificate of origin for use in connection with direct shipments from the United States to Poland and the attached form for use in connection with indirect shipments from the United States to Poland through an intermediate country or countries,

respectively, conform to the provisions above set forth, it being understood and agreed, however, that

(a) If the circumstances of any particular case render it impracticable for the shipper of the goods to obtain certification on a certificate of origin by a Chamber of Commerce or similar organization, the certificate of origin may be submitted for authentication directly to a Polish consular officer, and the fact that certification by a Chamber of Commerce or similar organization has not been obtained shall not be considered by such consular officer as of itself sufficient ground for refusing to authenticate the document.

(b) If at the time the certificate of origin is made out circumstances render it difficult or inconvenient for shippers to specify on such certificate the name of the vessel on which the goods are to be shipped, the necessities and convenience of shippers shall be taken into account either by waiving this requirement or by making such other provision as the circumstances of the case require.

(c) In exceptional cases in which doubt exists regarding the exact proportion of the value of any given article represented by the costs of the labor and raw material of the United States, or in which such proportion is less than fifty per centum, but the article, in view of the nature and extent of the processes to which it has been subjected, is distinctly an American product, no certification regarding such proportion on a certificate of origin shall be required.

Any article in which the raw material or the labor of the United States represents less than fifty per centum of the total value shall, nevertheless, be deemed to be a product of the United States if a like article from any third country representing less than fifty per centum in value the labor and raw material of such third country is deemed to be a product of that country.

(4) In the event that modification of the requirements outlined in the preceding paragraphs is at any time considered desirable from the viewpoint of either Party, it is agreed that its proposals to this end shall be given sympathetic consideration by the other Party.

I shall be glad to have your confirmation of the accord thus reached.

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

HENRY L. STIMSON

Annexes:

Form of certificate of origin for use in connection with direct shipments;

Form of certificate of origin for use in connection with indirect shipments.

HIS EXCELLENCY

MR. TYTUS FILIPOWICZ,  
*Ambassador of Poland.*

[Enclosure 1]

Forms.

No.

No.  
of the institution executing  
the certificate of origin.

Certificate of origin,  
direct shipments.

Certificate of origin

I, (member or manager of the firm or corporation)-----

(name of individual and title)

exporter of the merchandise described below, do solemnly and truly  
declare that the said merchandise { is the growth of  
has been finished in } the  
has been manufactured in }  
United States of America, and that not less than 50 per cent of the  
total value of the goods represents the cost of labor and raw material  
in the United States, and that the said merchandise is correctly  
described as follows:

Port of shipment-----

On steamship-----  
(name of steamship)

Name of shipper-----  
(indicate whether merchant or manufacturer)

Address of shipper-----

Consignee in Poland-----  
(indicate whether merchant or manufacturer)

Address of consignee in Poland-----

Dated-----

Marks and numbers	No. of packages or cases	Description of the commodities	Weight		Value
			Gross	Net	

-----Signature of Exporter

Subscribed and sworn to before me this ----- day of -----  
----- 19-----

----- Notary Public

CERTIFICATION BY CHAMBER OF COMMERCE

----- 19 -----

-----  
a recognized chamber of commerce has examined the manufacturers  
invoice of shippers affidavit concerning the origin of the merchandise,  
and according to the best of its knowledge and belief, finds the products  
named originated in the United States of America.

-----  
(Signature and seal of the Institution  
executing the Certificate of Origin)

(Certification of competent Polish Consular Officer)

Certificate of origin,  
indirect shipments.

[Enclosure 2]

-----  
Place and date

CERTIFICATE OF ORIGIN

I  
We (consignor of the goods)-----

-----  
(name of individual or of the firm)  
exporter(s) of the merchandise described below, do solemnly and  
truly declare that the said merchandise (is the growth of  
has been finished in  
has been manufactured in)  
the United States of America, and that not less than 50 per cent of the  
total value of the goods represents the cost of labor and raw material  
in the United States, and that the said merchandise is correctly  
described as follows:

Marks and numbers	No. of packages or cases	Description of commodities	Weight		Value
			Gross	Net	

The above described merchandise is to be shipped per-----

-----  
(indicate whether on steamship (name) or by railway)  
from -----  
(place of shipment)

Consignee in the Polish custom territory-----  
Address of consignee in the Polish custom territory-----

-----  
Signature of consignor.

Certification by the competent consular authority of the U.S.A.

----- 19-----  
(Place and date)

No. -----  
(of the consular representative certifying the certificate of origin)

I do hereby certify, that I have examined the documents concerning the merchandise described above by the consignor, and according to my best knowledge and belief, I find the products named originated in the United States of America.

Witness my hand and seal of office the day and year aforesaid.

-----  
of the United States of America.

(Certification by the competent Polish consular representative).

*The Polish Ambassador (Filipowicz) to the Secretary of State (Stimson)* Agreement by Poland.

AMBASADA POLSKA  
W WASZYNGTONIE

No. 2241/31

*June 15, 1931.*

SIR:

I have the honor to acknowledge the receipt of your note of this date concerning your understanding of the agreement reached regarding the requirements for furnishing proof of the origin of imported merchandise entitled to the benefits of the treaty of friendship, commerce and consular rights signed this day on behalf of Poland and the United States of America, and to confirm that understanding, as follows:

In the event that proof of the origin of imported goods is required by either Party pursuant to the provisions of the tenth paragraph of Article VI of the treaty, it is agreed that

(1) A declaration by the shipper in the country of origin legalized by a consular representative of the country of final destination resident in the country of origin shall be accepted as satisfactory proof of the origin of the goods. As far as certificates of origin for importation into the Polish customs territory are concerned, the above-mentioned shipper's declaration, before legalization by a consular representative of Poland, has to be certified by a competent Chamber of Commerce or similar organization, subject to the exceptions provided for in subparagraph (a) of paragraph (3) hereof.

(2) For indirect shipments an acceptable alternative to the certificate of origin obtained in the country of origin as provided in paragraph (1) shall be proof of origin obtainable in the intermediate country from which the goods are last shipped to the country of final destination. Such proof shall consist of a declaration by the consignor of the goods in the intermediate country before a consular officer of the country of origin resident in the intermediate country, certified by the latter and approved by a consular representative of the country of final destination resident in the intermediate country, it being understood that the consular representatives of the country of origin shall not certify the shipper's declaration for this purpose unless they are satisfied upon examination of documentary or other evidence that the statements made therein are true.

(3) The attached form of certificate of origin for use in connection with direct shipments from the United States to Poland and the attached form for use in connection with indirect shipments from the United States to Poland through an intermediate country or countries, respectively, conform to the provisions above set forth, it being understood and agreed, however, that

(a) If the circumstances of any particular case render it impracticable for the shipper of the goods to obtain certification on a certificate of origin by a Chamber of Commerce or similar organization, the certificate of origin may be submitted for authentication directly to a Polish consular officer, and the fact



that certification by a Chamber of Commerce or similar organization has not been obtained shall not be considered by such consular officer as of itself sufficient ground for refusing to authenticate the document.

(b) If at the time the certificate of origin is made out circumstances render it difficult or inconvenient for shippers to specify on such certificate the name of the vessel on which the goods are to be shipped, the necessities and convenience of shippers shall be taken into account either by waiving this requirement or by making such other provision as the circumstances of the case require.

(c) In exceptional cases in which doubt exists regarding the exact proportion of the value of any given article represented by the costs of the labor and raw material of the United States, or in which such proportion is less than fifty per centum, but the article, in view of the nature and extent of the processes to which it has been subjected, is distinctly an American product, no certification regarding such proportion on a certificate of origin shall be required.

Any article in which the raw material or the labor of the United States represents less than fifty per centum of the total value shall, nevertheless, be deemed to be a product of the United States if a like article from any third country representing less than fifty per centum in value the labor and raw material of such third country is deemed to be a product of that country.

(4) In the event that modification of the requirements outlined in the preceding paragraphs is at any time considered desirable from the viewpoint of either Party, it is agreed that its proposals to this end shall be given sympathetic consideration by the other Party.

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

TYTUS FILIPOWICZ

THE HONORABLE  
HENRY L. STIMSON,  
*Secretary of State.*

[Enclosure 1]

No.

No.  
of the institution executing  
the certificate of origin.

Certificate of origin

I, (member or manager of the firm or corporation) -----

(name of individual and title)

exporter of the merchandise described below, do solemnly and truly

declare that the said merchandise { is the growth of  
has been finished in } the  
has been manufactured in }

United States of America, and that not less than 50 per cent of the total value of the goods represents the cost of labor and raw material in the United States, and that the said merchandise is correctly described as follows:

Port of shipment -----

On steamship -----

(name of steamship)

Name of shipper -----

(indicate whether merchant or manufacturer)

Address of shipper -----

Consignee in Poland -----

Address of consignee in Poland -----

Dated -----

Marks and numbers	No. of packages or cases	Description of the commodities	Weight		Value
			Gross	Net	

----- Signature of Exporter

Subscribed and sworn to before me this ----- day of -----

----- 19-----

----- Notary Public

CERTIFICATION BY CHAMBER OF COMMERCE

----- 19-----

A Recognized Chamber of Commerce has examined the manufacturers invoice or shippers affidavit concerning the origin of the merchandise, and according to the best of its knowledge and belief, finds the products named originated in the United States of America.

-----  
(Signature and seal of the Institution  
executing the Certificate of Origin)

(Certification of competent Polish Consular Officer)

[Enclosure 2]

-----  
Place and date

CERTIFICATE OF ORIGIN.

I  
We (consignor of the goods) -----

-----  
(name of individual or of the firm)  
exporter(s) of the merchandise described below, do solemnly and truly declare that the said merchandise { is the growth of  
has been finished in  
has been manufactured in }  
the United States of America, and that not less than 50 percent of the total value of the goods represents the cost of labor and raw material in the United States, and that the said merchandise is correctly described as follows:

Marks and numbers	No. of packages or cases	Description of commodities	Weight		Value
			Gross	Net	

The above described merchandise is to be shipped per -----  
-----  
(indicate whether on steamship (name) or by railway)

from -----  
(place of shipment)

Consignee in the Polish custom territory -----  
Address of consignee in the Polish custom territory -----

-----  
Signature of consignor.

Certification by the competent consular authority of the U.S.A.

----- 19-----  
(Place and date)

No. -----  
(of the consular representative certifying the certificate of origin)

I do hereby certify, that I have examined the documents concerning the merchandise described above by the consignor, and according to my best knowledge and belief, I find the products named originated in the United States of America.

Witness my hand and seal of office the day and year aforesaid.

-----  
----- of the United States of America.

(Certification by the competent Polish consular representative.)

*Multilateral convention and protocol of signature concerning narcotic drugs, concluded at Geneva, July 13, 1931; ratification advised by the Senate, March 31, 1932; ratified by the President, April 8, 1932; ratification of the United States deposited at Geneva, April 28, 1932; proclaimed, July 10, 1933.* July 13, 1931.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

WHEREAS a Convention for Limiting the Manufacture and Regulating the Distribution of Narcotic Drugs, dated Geneva, July 13, 1931, and left open for signature until December 31, 1931, was signed by the respective Plenipotentiaries of the United States of America, (with reservations); Germany; Argentine Republic; Austria; Belgium; Bolivia; Brazil; Great Britain and Northern Ireland and all parts of the British Empire which are not separate members of the League of Nations; Canada; India; Chile; Costa Rica; Cuba; Denmark; Free City of Danzig; Dominican Republic; Egypt; Spain; Ethiopia; France (with a reservation); Greece; Guatemala; Hejaz, Nejd and Dependencies; Italy; Japan (with a reservation as recorded in the protocol of signature); Liberia; Lithuania; Luxembourg; Mexico; Monaco; Panama; Paraguay; The Netherlands; Persia; Poland; Portugal; Rumania; San Marino; Siam (with a reservation); Sweden; Switzerland; Czechoslovakia; Uruguay and Venezuela, together with a Protocol of Signature, the original of which Convention and Protocol, being in the English and French languages, are word for word as follows:

Narcotic drugs restriction convention.  
Preamble.

**CONVENTION POUR LIMITER LA FABRICATION  
ET RÉGLEMENTER LA DISTRIBUTION  
DES STUPEFIANTS**

LE PRÉSIDENT DU REICH ALLEMAND; LE PRÉSIDENT DES ÉTATS-UNIS D'AMÉRIQUE; LE PRÉSIDENT DE LA RÉPUBLIQUE ARGENTINE; LE PRÉSIDENT FÉDÉRAL DE LA RÉPUBLIQUE D'AUTRICHE; SA MAJESTÉ LE ROI DES BELGES; LE PRÉSIDENT DE LA RÉPUBLIQUE DE BOLIVIE; LE PRÉSIDENT DE LA RÉPUBLIQUE DES ÉTATS-UNIS DU BRÉSIL; SA MAJESTÉ LE ROI DE GRANDE-BRETAGNE ET D'IRLANDE ET DES DOMINIONS BRITANNIQUES AU DELÀ DES MERS, EMPEREUR DES INDES; LE PRÉSIDENT DE LA RÉPUBLIQUE DU CHILI; LE PRÉSIDENT DE LA RÉPUBLIQUE DE COSTA-RICA; LE PRÉSIDENT DE LA RÉPUBLIQUE DE CUBA; SA MAJESTÉ LE ROI DE DANEMARK ET D'ISLANDE; LE PRÉSIDENT DE LA RÉPUBLIQUE DE POLOGNE, POUR LA VILLE LIBRE DE DANTZIG; LE PRÉSIDENT DE LA RÉPUBLIQUE DOMINICAINE; SA MAJESTÉ LE ROI D'ÉGYPTÉ; LE PRÉSIDENT DU GOUVERNEMENT PROVISOIRE DE LA RÉPUBLIQUE ESPAGNOLE; SA MAJESTÉ L'EMPEREUR ROI DES ROIS D'ÉTHIOPIE; LE PRÉSIDENT DE LA RÉPUBLIQUE FRANÇAISE; LE PRÉSIDENT DE LA RÉPUBLIQUE HELLÉNIQUE; LE PRÉSIDENT DE LA RÉPUBLIQUE DE GUATÉMALA; SA MAJESTÉ LE ROI DU HEDJAZ, DU NEDJED ET DÉPENDANCES; SA MAJESTÉ LE ROI D'ITALIE; SA MAJESTÉ L'EMPEREUR DU JAPON; LE PRÉSIDENT DE LA RÉPUBLIQUE DU LIBÉRIA; LE PRÉSIDENT DE LA RÉPUBLIQUE DE LITHUANIE; SON ALTESSE ROYALE LA GRANDE-DUCHESSÉ DE LUXEMBOURG; LE PRÉSIDENT DES ÉTATS-UNIS DU MEXIQUE; SON ALTESSE SÉRÉNISSIME LE PRINCE DE MONACO; LE PRÉSIDENT DE LA RÉPUBLIQUE DE PANAMA; LE PRÉSIDENT DE LA RÉPUBLIQUE DU PARAGUAY; SA MAJESTÉ LA REINE DES PAYS-BAS; SA MAJESTÉ IMPÉRIALE LE CHAH DE PERSE; LE PRÉSIDENT DE LA RÉPUBLIQUE DE POLOGNE; LE PRÉSIDENT DE LA RÉPUBLIQUE PORTUGAISE; SA MAJESTÉ LE ROI DE ROUMANIE; LES CAPITAINES-RÉGENTS DE LA RÉPUBLIQUE DE SAINT-MARIN; SA MAJESTÉ LE ROI DE SIAM; SA MAJESTÉ LE ROI DE SUÈDE; LE CONSEIL FÉDÉRAL SUISSE; LE PRÉSIDENT DE LA RÉPUBLIQUE TCHÉCOSLOVAQUE; LE PRÉSIDENT DE LA RÉPUBLIQUE DE L'URUGUAY; LE PRÉSIDENT DES ÉTATS-UNIS DE VENEZUELA,

Désirant compléter les dispositions des Conventions internationales de l'opium signées à La Haye le 23 janvier 1912 et à Genève le 19 février 1925, en rendant effective par voie d'accord international la limitation de la fabrication des stupéfiants aux besoins légitimes du monde pour les usages médicaux et scientifiques, et en réglementant leur distribution,

Ont décidé de conclure une Convention à cet effet, et ont désigné pour leurs plénipotentiaires:

**CONVENTION FOR LIMITING THE MANUFACTURE  
AND REGULATING THE DISTRIBUTION  
OF NARCOTIC DRUGS.**

THE PRESIDENT OF THE GERMAN REICH; THE PRESIDENT OF THE UNITED STATES OF AMERICA; THE PRESIDENT OF THE ARGENTINE REPUBLIC; THE FEDERAL PRESIDENT OF THE AUSTRIAN REPUBLIC; HIS MAJESTY THE KING OF THE BELGIANS; THE PRESIDENT OF THE REPUBLIC OF BOLIVIA; THE PRESIDENT OF THE REPUBLIC OF THE UNITED STATES OF BRAZIL; HIS MAJESTY THE KING OF GREAT BRITAIN, IRELAND AND THE BRITISH DOMINIONS BEYOND THE SEAS, EMPEROR OF INDIA; THE PRESIDENT OF THE REPUBLIC OF CHILE; THE PRESIDENT OF THE REPUBLIC OF COSTA RICA; THE PRESIDENT OF THE REPUBLIC OF CUBA; HIS MAJESTY THE KING OF DENMARK AND ICELAND; THE PRESIDENT OF THE POLISH REPUBLIC, FOR THE FREE CITY OF DANZIG; THE PRESIDENT OF THE DOMINICAN REPUBLIC; HIS MAJESTY THE KING OF EGYPT; THE PRESIDENT OF THE PROVISIONAL GOVERNMENT OF THE SPANISH REPUBLIC; HIS MAJESTY THE EMPEROR AND KING OF THE KINGS OF ABYSSINIA; THE PRESIDENT OF THE FRENCH REPUBLIC; THE PRESIDENT OF THE HELLENIC REPUBLIC; THE PRESIDENT OF THE REPUBLIC OF GUATEMALA; HIS MAJESTY THE KING OF HEJAZ, NEJD AND DEPENDENCIES; HIS MAJESTY THE KING OF ITALY; HIS MAJESTY THE EMPEROR OF JAPAN; THE PRESIDENT OF THE REPUBLIC OF LIBERIA; THE PRESIDENT OF THE REPUBLIC OF LITHUANIA; HER ROYAL HIGHNESS THE GRAND DUCHESS OF LUXEMBURG; THE PRESIDENT OF THE UNITED STATES OF MEXICO; HIS SERENE HIGHNESS THE PRINCE OF MONACO; THE PRESIDENT OF THE REPUBLIC OF PANAMA; THE PRESIDENT OF THE REPUBLIC OF PARAGUAY; HER MAJESTY THE QUEEN OF THE NETHERLANDS; HIS IMPERIAL MAJESTY THE SHAH OF PERSIA; THE PRESIDENT OF THE POLISH REPUBLIC; THE PRESIDENT OF THE PORTUGUESE REPUBLIC; HIS MAJESTY THE KING OF ROUMANIA; I CAPITANI REGGENTI OF THE REPUBLIC OF SAN MARINO; HIS MAJESTY THE KING OF SIAM; HIS MAJESTY THE KING OF SWEDEN; THE SWISS FEDERAL COUNCIL; THE PRESIDENT OF THE CZECHOSLOVAK REPUBLIC; THE PRESIDENT OF THE REPUBLIC OF URUGUAY; THE PRESIDENT OF THE UNITED STATES OF VENEZUELA,

Contracting powers.

Desiring to supplement the provisions of the International Opium Conventions, signed at The Hague on January 23rd, 1912, and at Geneva on February 19th, 1925, by rendering effective by international agreement the limitation of the manufacture of narcotic drugs to the world's legitimate requirements for medical and scientific purposes and by regulating their distribution,

Purpose declared.  
Previous conventions  
supplemented.  
Vol. 33, p. 1912.

Have resolved to conclude a Convention for that purpose and have appointed as their Plenipotentiaries:

Plenipotentiaries.

*Le Président du Reich allemand:*

M. Werner Freiherr von RHEINBABEN, "Staatssekretär z. D.";  
Le docteur Waldemar KAHLER, Conseiller ministériel au Ministère de l'Intérieur du Reich.

*Le Président des Etats-Unis d'Amérique:*

M. John K. CALDWELL, du Département d'Etat;  
M. Harry J. ANSLINGER, Commissaire des stupéfiants;  
M. Walter Lewis TREADWAY, M.D., F.A.C.P., Chirurgien général adjoint, Chef du Service de l'Hygiène publique des Etats-Unis, Division de l'Hygiène mentale;  
M. Sanborn YOUNG, Membre du Sénat de l'Etat de Californie.

*Le Président de la République Argentine:*

Le docteur Fernando PEREZ, Ambassadeur extraordinaire et plénipotentiaire près Sa Majesté le Roi d'Italie.

*Le Président fédéral de la République d'Autriche:*

M. Emerich PFLÜGL, Envoyé extraordinaire et Ministre plénipotentiaire, Représentant permanent auprès de la Société des Nations;  
Le docteur Bruno SCHULTZ, Directeur de Police et Conseiller aulique, Membre de la Commission consultative du trafic de l'opium et autres drogues nuisibles.

*Sa Majesté le Roi des Belges:*

Le docteur F. DE MYTTENAERE, Inspecteur principal des pharmacies à Hal.

*Le Président de la République de Bolivie:*

Le docteur M. CUELLAR, Membre de la Commission consultative du trafic de l'opium et autres drogues nuisibles.

*Le Président de la République des Etats-Unis du Brésil:*

M. Raul do RIO BRANCO, Envoyé extraordinaire et Ministre plénipotentiaire près le Conseil fédéral suisse.

*Sa Majesté le Roi de Grande-Bretagne et d'Irlande et des Dominions britanniques au delà des mers, Empereur des Indes:*

Pour la Grande-Bretagne et l'Irlande du Nord, ainsi que toutes les parties de l'Empire britannique non Membres séparés de la Société des Nations:

Sir Malcolm DELEIVINGNE, K.C.B., Adjoint permanent au Secrétaire d'Etat, Ministère de l'Intérieur.

*Pour le Dominion du Canada:*

Le colonel C. H. L. SHARMAN, C.M.G., C.B.E., Chef de la Division des stupéfiants, Département des Pensions et de l'Hygiène publique;

Le docteur Walter A. RIDDELL, M.A., Ph.D. "Advisory Officer" du Dominion du Canada auprès de la Société des Nations.

*Pour l'Inde:*

Le docteur R. P. PARANJPYE, Membre du Conseil de l'Inde.

*Le Président de la République du Chili:*

M. Enrique GAJARDO, Membre de la Délégation permanente auprès de la Société des Nations.

*Le Président de la République de Costa-Rica:*

Le docteur Viriato FIGUEREDO LORA, Consul à Genève.

*The President of the German Reich:*

M. Werner Freiherr von RHEINBABEN, "Staatssekretär z.D.";  
Dr. Waldemar KAHLER, Ministerial Counsellor at the Ministry  
of Interior of the Reich.

Plenipotentiaries—  
Continued.*The President of the United States of America:*

Mr. John K. CALDWELL, of the Department of State;  
Mr. Harry J. ANSLINGER, Commissioner of Narcotics;  
Mr. Walter Lewis TREADWAY, M.D., F.A.C.P., Assistant Sur-  
geon-General, United States Public Health, Service Chief,  
Division of Mental Hygiene;  
Mr. Sanborn YOUNG, Member of the Senate of the State of  
California.

*The President of the Argentine Republic:*

Dr. Fernando PEREZ, Ambassador Extraordinary and Plenipo-  
tentiary to His Majesty the King of Italy.

*The Federal President of the Austrian Republic:*

M. Emerich PFLÜGL, Envoy Extraordinary and Minister Pleni-  
potentiary, Permanent Representative accredited to the  
League of Nations;  
Dr. Bruno SCHULTZ, Police Director and "Conseiller aulique",  
Member of the Advisory Committee on Traffic in Opium  
and Other Dangerous Drugs.

*His Majesty the King of Belgium:*

Dr. F. DE MYTTENAERE, Principal Inspector of Chemistry at Hal.

*The President of the Republic of Bolivia:*

Dr. M. CUELLAR, Member of the Advisory Committee on Traffic  
in Opium and Other Dangerous Drugs.

*The President of the Republic of the United States of Brazil:*

M. Raul do Rio BRANCO, Envoy Extraordinary and Minister  
Plenipotentiary to the Swiss Federal Council.

*His Majesty the King of Great Britain, Ireland and the British Dominions beyond the Seas, Emperor of India:*

For Great Britain and Northern Ireland and all parts of the British  
Empire which are not separate Members of the League of  
Nations:

Sir Malcolm DELEIVINGNE, K.C.B., Permanent Deputy-Under-  
Secretary in the Home Office.

For the Dominion of Canada:

Colonel C. H. L. SHARMAN, C.M.G., C.B.E., Chief Narcotic  
Division, Department of Pensions and National Health;

Dr. Walter A. RIDDELL, M.A., Ph.D., Dominion of Canada  
Advisory Officer accredited to the League of Nations.

For India:

Dr. R. P. PARANJPYE, Member of the Council of India.

*The President of the Republic of Chile:*

M. Enrique GAJARDO, Member of the Permanent Delegation  
accredited to the League of Nations.

*The President of the Republic of Costa Rica:*

Dr. Viriato FIGUEREDO LORA, Consul at Geneva.



*Le Président de la République de Cuba:*

M. Guillermo DE BLANCK, Envoyé extraordinaire et Ministre plénipotentiaire, Délégué permanent auprès de la Société des Nations;

Le docteur Benjamin PRIMELLES.

*Sa Majesté le Roi de Danemark et d'Islande:*

M. Gustav RASMUSSEN, Chargé d'affaires à Berne.

*Le Président de la République de Pologne (pour la Ville libre de Dantzig):*

M. François SOKAL, Ministre plénipotentiaire, Délégué permanent auprès de la Société des Nations.

*Le Président de la République Dominicaine:*

M. Charles ACKERMANN, Consul général à Genève.

*Sa Majesté le Roi d'Egypte:*

T. W. RUSSELL pacha, Commandant de la police du Caire et Directeur du Bureau central des informations relatives aux narcotiques.

*Le Président du Gouvernement provisoire de la République espagnole:*

M. Julio CASARES, Chef de section au Ministère des Affaires étrangères.

*Sa Majesté l'Empereur Roi des Rois d'Ethiopie:*

Le comte LAGARDE, duc d'ENTOTTO, Ministre plénipotentiaire, Représentant auprès de la Société des Nations.

*Le Président de la République française:*

M. Gaston BOURGOIS, Consul de France.

*Le Président de la République hellénique:*

M. R. RAPHAËL, Délégué permanent auprès de la Société des Nations.

*Le Président de la République de Guatémala:*

M. Luis MARTÍNEZ MONT, Professeur de psychologie expérimentale aux Ecoles secondaires de l'Etat.

*Sa Majesté le Roi du Hedjaz, du Nedjed et Dépendances:*

Cheik HAFIZ WAHBA, Envoyé extraordinaire et Ministre plénipotentiaire près Sa Majesté Britannique.

*Sa Majesté le Roi d'Italie:*

M. Stefano CAVAZZONI, Sénateur, ancien Ministre du Travail.

*Sa Majesté l'Empereur du Japon:*

M. Setsuzo SAWADA, Ministre plénipotentiaire, Directeur du Bureau du Japon auprès de la Société des Nations;

M. Shigeo OHDACHI, Secrétaire au Ministère de l'Intérieur, Chef de la Section administrative.

*Le Président de la République de Libéria:*

Le docteur Antoine SOTTILE, Envoyé extraordinaire et Ministre plénipotentiaire, Délégué permanent auprès de la Société des Nations.

*Le Président de la République de Lithuanie:*

Le docteur DOVAS ZAUNIUS, Ministre des Affaires étrangères.

M. Juozas SAKALAUSKAS, Chef de Section au Ministère des Affaires étrangères.

*The President of the Republic of Cuba:*

M. GUILLERMO DE BLANCK, Envoy Extraordinary and Minister Plenipotentiary, Permanent Delegate accredited to the League of Nations;  
Dr. BENJAMIN PRIMELLES.

*His Majesty the King of Denmark and Iceland:*

M. GUSTAV RASMUSSEN, Chargé d'affaires at Berne.

*The President of the Polish Republic (for the Free City of Danzig):*

M. FRANÇOIS SOKAL, Minister Plenipotentiary, Permanent Delegate accredited to the League of Nations.

*The President of the Dominican Republic:*

M. CHARLES ACKERMANN, Consul-General at Geneva.

*His Majesty the King of Egypt:*

T. W. RUSSELL Pasha, Chief of Police of Cairo and Director of the Central Bureau for Information with regard to Narcotics.

*The President of the Provisional Government of the Spanish Republic:*

M. JULIO CASARES, Head of Section at the Ministry for Foreign Affairs.

*His Majesty the Emperor and King of the Kings of Abyssinia:*

COUNT LAGARDE, Duke of ENTOTTO, Minister Plenipotentiary, Representative accredited to the League of Nations.

*The President of the French Republic:*

M. GASTON BOURGOIS, Consul of France.

*The President of the Hellenic Republic:*

M. R. RAPHAËL, Permanent Delegate accredited to the League of Nations.

*The President of the Republic of Guatemala:*

M. LUIS MARTÍNEZ MONT, Professor of Experimental Psychology in Secondary Schools of State.

*His Majesty the King of Hejaz, Nejd and Dependencies:*

CHEIK HAFIZ WAHBA, Envoy Extraordinary and Minister Plenipotentiary to His Britannic Majesty.

*His Majesty the King of Italy:*

M. STEFANO CAVAZZONI, Senator, Former Minister of Labour.

*His Majesty the Emperor of Japan:*

M. SETSUZO SAWADA, Minister Plenipotentiary, Director of the Japanese Bureau accredited to the League of Nations;  
M. SHIGEO OHDACHI, Secretary at the Ministry for Home Affairs, Head of the Administrative Section.

*The President of the Republic of Liberia:*

Dr. ANTOINE SOTTILE, Envoy Extraordinary and Minister Plenipotentiary, Permanent Delegate accredited to the League of Nations.

*The President of the Republic of Lithuania:*

Dr. DOVAS ZAUNIUS, Minister for Foreign Affairs.  
M. JUOZAS SAKALAUSKAS, Head of Section at the Ministry for Foreign Affairs.

*Son Altesse Royale la Grande-Duchesse de Luxembourg:*

M. Charles VERMAIRE, Consul à Genève.

*Le Président des Etats-Unis du Mexique:*

M. Salvador MARTÍNEZ DE ALVA, Observateur permanent auprès de la Société des Nations.

*Son Altesse Sérénissime le Prince de Monaco:*

M. Conrad E. HENTSCH, Consul général à Genève.

*Le Président de la République de Panama:*

Le docteur Ernesto HOFFMANN, Consul général à Genève.

*Le Président de la République du Paraguay:*

Le docteur Ramón V. CABALLERO DE BEDOYA, Envoyé extraordinaire et Ministre plénipotentiaire près le Président de la République française, Délégué permanent auprès de la Société des Nations.

*Sa Majesté la Reine des Pays-Bas:*

M. W. G. VAN WETTUM, Conseiller du Gouvernement pour les affaires internationales de l'opium.

*Sa Majesté Impériale le Chah de Perse:*

M. A. SEPAHBODY, Envoyé extraordinaire et Ministre plénipotentiaire près le Conseil fédéral suisse, Délégué permanent auprès de la Société des Nations.

*Le Président de la République de Pologne:*

M. Witold CHODŹKO, ancien Ministre.

*Le Président de la République portugaise:*

Le docteur Augusto DE VASCONCELLOS, Ministre plénipotentiaire, Directeur général du Secrétariat portugais de la Société des Nations;

Le docteur Alexandro FERRAZ DE ANDRADE, premier Secrétaire de Légation, Chef de la Chancellerie portugaise auprès de la Société des Nations.

*Sa Majesté le Roi de Roumanie:*

M. Constantin ANTONIADE, Envoyé extraordinaire et Ministre plénipotentiaire auprès de la Société des Nations.

*Les Capitaines-Régentes de la République de Saint-Marin:*

Le professeur C. E. FERRI, Avocat.

*Sa Majesté le Roi de Siam:*

Son Altesse Sérénissime le Prince DAMRAS, Envoyé extraordinaire et Ministre plénipotentiaire près Sa Majesté Britannique, Représentant permanent auprès de la Société des Nations.

*Sa Majesté le Roi de Suède:*

M. K. I. WESTMAN, Envoyé extraordinaire et Ministre plénipotentiaire près le Conseil fédéral suisse.

*Le Conseil fédéral suisse:*

M. Paul DINICHERT, Ministre plénipotentiaire, Chef de la Division des Affaires étrangères du Département politique fédéral;

Le docteur Henri CARRIÈRE, Directeur du Service fédéral de l'Hygiène publique.

*Her Royal Highness the Grand-Duchess of Luxemburg:*

M. Charles VERMAIRE, Consul at Geneva.

*The President of the United States of Mexico:*

M. Salvador MARTÍNEZ DE ALVA, Permanent Observer accredited to the League of Nations.

*His Serene Highness the Prince of Monaco:*

M. Conrad E. HENTSCH, Consul-General at Geneva.

*The President of the Republic of Panama:*

Dr. Ernesto HOFFMANN, Consul-General at Geneva.

*The President of the Republic of Paraguay:*

Dr. Ramón V. CABALLERO DE BEDOYA, Envoy Extraordinary and Minister Plenipotentiary to the President of the French Republic, Permanent Delegate accredited to the League of Nations.

*Her Majesty the Queen of the Netherlands:*

M. W. G. VAN WETTUM, Government Adviser for International Opium Questions.

*His Imperial Majesty the Shah of Persia:*

M. A. SEPAHBODY, Envoy Extraordinary and Minister Plenipotentiary to the Swiss Federal Council, Permanent Delegate accredited to the League of Nations.

*The President of the Polish Republic:*

M. Witold CHODŹKO, Former Minister.

*The President of the Portuguese Republic:*

Dr. Augusto DE VASCONCELLOS, Minister Plenipotentiary, General Director of the Portuguese Secretariat of the League of Nations;

Dr. Alexandro FERRAZ DE ANDRADE, First Secretary of Legation, Chief of the Portuguese Office accredited to the League of Nations.

*His Majesty the King of Roumania:*

M. Constantin ANTONIADE, Envoy Extraordinary and Minister Plenipotentiary accredited to the League of Nations.

*I Capitani Reggenti of the Republic of San Marino:*

Professor C. E. FERRI, Advocate.

*His Majesty the King of Siam:*

His Serene Highness Prince DAMRAS, Envoy Extraordinary and Minister Plenipotentiary to His Britannic Majesty, Permanent Representative accredited to the League of Nations.

*His Majesty the King of Sweden:*

M. K. I. WESTMAN, Envoy Extraordinary and Minister Plenipotentiary to the Swiss Federal Council.

*The Swiss Federal Council:*

M. Paul DINICHERT, Minister Plenipotentiary, Chief of the Division for Foreign Affairs of the Federal Political Department;

Dr. Henri CARRIÈRE, Director of the Federal Service of Public Health.

*Le Président de la République tchécoslovaque:*

M. Zdeněk FIERLINGER, Envoyé extraordinaire et Ministre plénipotentiaire près le Conseil fédéral suisse, Délégué permanent auprès de la Société des Nations.

*Le Président de la République de l'Uruguay:*

Le docteur Alfredo DE CASTRO, Envoyé extraordinaire et Ministre plénipotentiaire près le Conseil fédéral suisse.

*Le Président des Etats-Unis du Venezuela:*

Le docteur L. G. CHACÍN-TRIAGO, Chargé d'affaires à Berne, Membre de l'Académie de médecine de Caracas.

Lesquels, après s'être communiqué leurs pleins pouvoirs, trouvés en bonne et due forme, sont convenus des dispositions suivantes:

## CHAPITRE I.—DÉFINITIONS.

*Article premier.*

Sauf indication expresse contraire, les définitions ci-après s'appliquent à toutes les dispositions de la présente Convention:

1. Par "Convention de Genève", on entend la Convention internationale de l'opium signée à Genève le 19 février 1925.
2. Par "Drogues", on entend les drogues suivantes, qu'elles soient partiellement fabriquées ou entièrement raffinées,

*Groupe I.**Sous-groupe (a):*

i) La morphine et ses sels, y compris les préparations faites en partant directement de l'opium brut ou médicinal et contenant plus de 20% de morphine;

ii) La diacétylmorphine et les autres esters (éthers-sels) de la morphine et leurs sels;

iii) La cocaïne et ses sels, y compris les préparations faites en partant directement de la feuille de coca et contenant plus de 0,1% de cocaïne, tous les esters de l'ecgonine et leurs sels;

iv) La dihydrooxycodéinone (dont l'eucodal, nom déposé, est un sel), la dihydrocodéinone (dont le dicodide, nom déposé, est un sel), la dihydromorphinone (dont le dilaudide, nom déposé, est un sel), l'acétylodihydrocodéinone ou l'acétylodéméthylodihydrothébaïne (dont l'acédicone, nom déposé, est un sel), la dihydromorphine (dont le paramorfan, nom déposé, est un sel), leurs esters et les sels de l'une quelconque de ces substances et leurs esters, la N-oxymorphine (génomorphine, nom déposé), les composés N-oxymorphiniques, ainsi que les autres composés morphiniques à azote pentavalent.

*Sous-groupe (b):*

L'ecgonine, la thébaïne et leurs sels, les éthers-oxydes de la morphine, tels que la benzylmorphine, et leurs sels, à l'exception de la méthylmorphine (codéine), de l'éthylmorphine et de leurs sels.

*Groupe II.*

La méthylmorphine (codéine), l'éthylmorphine et leurs sels.

*The President of the Czechoslovak Republic:*

M. Zdeněk FIERLINGER, Envoy Extraordinary and Minister Plenipotentiary to the Swiss Federal Council, Permanent Delegate accredited to the League of Nations.

Plenipotentiaries—  
Continued.

*The President of the Republic of Uruguay:*

Dr. Alfredo DE CASTRO, Envoy Extraordinary and Minister Plenipotentiary to the Swiss Federal Council.

*The President of the United States of Venezuela:*

Dr. L. G. CHACÍN-ITRIAGO, Chargé d'Affaires at Berne, Member of the Medical Academy of Caracas.

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

CHAPTER I.—DEFINITIONS.

*Article 1.*

Except where otherwise expressly indicated, the following definitions shall apply throughout this Convention:

Definitions.

1. The term "Geneva Convention" shall denote the International Opium Convention signed at Geneva on February 19th, 1925.

"Geneva Convention."

2. The term "the drugs" shall denote the following drugs whether partly manufactured or completely refined:

"The drugs."

*Group I.*

*Sub-Group (a)*

(i) Morphine and its salts, including preparations made directly from raw or medicinal opium and containing more than 20 per cent of morphine;

(ii) Diacetylmorphine and the other esters of morphine and their salts;

(iii) Cocaine and its salts, including preparations made direct from the coca leaf and containing more than 0.1 per cent of cocaine, all the esters of ecgonine and their salts;

(iv) Dihydrohydroxycodone (of which the substance registered under the name of eucodal is a salt); dihydrocodeinone (of which the substance registered under the name of dicodide is a salt), dihydromorphinone (of which the substance registered under the name of dilaudide is a salt), acetyldihydrocodeinone or acetyldemethylodihydrothebaine (of which the substance registered under the name of acedicone is a salt); dihydromorphine (of which the substance registered under the name of paramorfan is a salt), their esters and the salts of any of these substances and of their esters, morphine-N-oxide (registered trade name genomorphine), also the morphine-N-oxide derivatives, and the other pentavalent nitrogen morphine derivatives.

*Sub-Group (b):*

Ecgonine, thebaine and their salts, benzylmorphine and the other ethers of morphine and their salts, except methylmorphine (codeine), ethylmorphine and their salts.

*Group II.*

Methylmorphine (codeine), ethylmorphine and their salts.

Les substances mentionnées dans le présent paragraphe seront considérées comme "drogues", même lorsqu'elles seront produites par voie synthétique.

Les termes "Groupe I" et "Groupe II" désignent respectivement les groupes I et II du présent paragraphe.

3. Par "opium brut", on entend le suc coagulé spontanément, obtenu des capsules du pavot somnifère (*Papaver somniferum* L.) et n'ayant subi que les manipulations nécessaires à son emballage et à son transport, quelle que soit sa teneur en morphine.

Par "opium médicinal", on entend l'opium qui a subi les préparations nécessaires pour son adaptation à l'usage médical, soit en poudre ou granulé, soit en forme de mélange avec des matières neutres, selon les exigences de la pharmacopée.

Par "morphine", on entend le principal alcaloïde de l'opium ayant la formule chimique  $C_{17}H_{19}O_3N$ .

Par "diacétylmorphine", on entend la diacétylmorphine (diamorphine, héroïne) ayant la formule  $C_{21}H_{23}O_5N$  ( $C_{17}H_{17}(C_2H_3O)_2O_3N$ ).

Par "feuille de coca", on entend la feuille de l'*Erythroxylon Coca* Lamarck, de l'*Erythroxylon novo-granatense* (Morris) *Hieronimus* et de leurs variétés, de la famille des Erythroxylacées, et la feuille d'autres espèces de ce genre dont la cocaïne pourrait être extraite directement ou obtenue par transformation chimique.

Par "cocaïne", on entend l'éther méthylique de la benzoylecgonine lévogyre ( $[\alpha]_D^{20} = -16^\circ 4$ ) en solution chloroformique à 20% ayant la formule  $C_{17}H_{21}O_4N$ .

Par "ecgonine", on entend l'ecgonine lévogyre ( $[\alpha]_D^{20} = -45^\circ 6$  en solution aqueuse à 5%) ayant la formule  $C_9H_{15}O_3N \cdot H_2O$ , et tous les dérivés de cette ecgonine qui pourraient servir industriellement à sa régénération.

Les "drogues" ci-après sont définies par leurs formules chimiques comme suit:

Dihydrooxycodéine . . . . .	$C_{18}H_{21}O_4N$	
Dihydrocodéine . . . . .	$C_{18}H_{21}O_3N$	
Dihydromorphine . . . . .	$C_{17}H_{19}O_3N$	
Acétylodihydrocodéine ou Acétylodéméthylodihydro- thébaïne. . . . .	} $C_{20}H_{23}O_4N$	$(C_{18}H_{20}(C_2H_3O)O_3N)$
Dihydromorphine . . . . .		
N-oxymorphine . . . . .	$C_{17}H_{19}O_4N$	
Thébaïne . . . . .	$C_{19}H_{21}O_3N$	
Méthylmorphine (codéine) . . . . .	$C_{18}H_{21}O_3N$	$(C_{17}H_{18}(CH_3O)O_2N)$
Ethylmorphine . . . . .	$C_{19}H_{23}O_3N$	$(C_{17}H_{18}(C_2H_5O)O_2N)$
Benzylmorphine . . . . .	$C_{24}H_{29}O_3N$	$(C_{17}H_{18}(C_7H_7O)O_2N)$

4. Par "fabrication", on entend aussi le raffinage.

Par "transformation", on entend la transformation d'une "drogue" par voie chimique, excepté la transformation des alcaloïdes en leurs sels.

Lorsqu'une des "drogues" est transformée en une autre "drogue", cette opération est considérée comme une transformation par rapport à la première "drogue" et comme une fabrication par rapport à la deuxième.

The substances mentioned in this paragraph shall be considered as drugs even if produced by a synthetic process. Synthetic substances.

The terms "Group I" and "Group II" shall respectively denote Groups I and II of this paragraph. "Group I" and "Group II."

3. "Raw opium" means the spontaneously coagulated juice obtained from the capsules of the *Papaver somniferum L.*, which has only been submitted to the necessary manipulations for packing and transport, whatever its content of morphine. "Raw opium."

"Medical opium" means raw opium which has undergone the processes necessary to adapt it for medicinal use in accordance with the requirements of the national pharmacopœia, whether in powder form or granulated or otherwise or mixed with neutral materials. "Medical opium."

"Morphine" means the principal alkaloid of opium having the chemical formula  $C_{17}H_{19}O_3N$ . "Morphine."

"Diacetylmorphine" means diacetylmorphine (diamorphine, heroin) having the formula  $C_{21}H_{23}O_5N$  ( $C_{17}H_{17}(C_2H_5O)_2O_2N$ ). "Diacetylmorphine."

"Coca leaf" means the leaf of the *Erythroxylon Coca* Lamarck and the *Erythroxylon novogranatense* (Morris) *Hieronymus* and their varieties, belonging to the family of Erythroxylaceæ and the leaf of other species of this genus from which it may be found possible to extract cocaine, either directly or by chemical transformation. "Coca leaf."

"Cocaine" means methyl-benzoyl laevo-ecgonine ( $[\alpha]_D^{20} = -16^\circ 4$ ) in 20 per cent solution of chloroform of which the formula is  $C_{17}H_{21}O_4N$ . "Cocaine."

"Ecgonine" means laevo-ecgonine ( $[\alpha]_D^{20} = -45^\circ 6$  in 5 per cent solution of water), of which the formula is  $C_9H_{15}O_3N.H_2O$ , and all the derivatives of laevo-ecgonine which might serve industrially for its recovery. "Ecgonine."

The following drugs are defined by their chemical formulæ as set out below:

Dihydrohydroxycodeinone . . . . .	$C_{18}H_{21}O_4N$	
Dihydrocodeinone. . . . .	$C_{18}H_{21}O_3N$	
Dihydromorphinone . . . . .	$C_{17}H_{19}O_3N$	
Acetyldihydrocodeinone or Acetyldemethylodihydro- thebaine. } . . . . .	$C_{20}H_{23}O_4N$	$(C_{18}H_{20}(C_2H_5O)O_2N)$
Dihydromorphine . . . . .	$C_{17}H_{21}O_3N$	
Morphine-N-Oxide . . . . .	$C_{17}H_{19}O_4N$	
Thebaine . . . . .	$C_{19}H_{21}O_3N$	
Methylmorphine (codeine). . . . .	$C_{18}H_{21}O_3N$	$(C_{17}H_{18}(CH_3O)O_2N)$
Ethylmorphine . . . . .	$C_{19}H_{23}O_3N$	$(C_{17}H_{18}(C_2H_5O)O_2N)$
Benzylmorphine . . . . .	$C_{24}H_{25}O_3N$	$(C_{17}H_{18}(C_7H_7O)O_2N)$

4. The term "manufacture" shall include any process of refining. "Manufacture."

The term "conversion" shall denote the transformation of a drug by a chemical process, with the exception of the transformation of alkaloids into their salts. "Conversion."

When one of the drugs is converted into another of the drugs this operation shall be considered as conversion in relation to the first-mentioned drug and as manufacture in relation to the other.



Par "évaluations", on entend les évaluations fournies conformément aux articles 2 à 5 de la présente Convention et, sauf indication contraire du contexte, y compris les évaluations supplémentaires.

Le terme "stocks de réserve", dans le cas d'une "drogue" quelconque, désigne les stocks requis

- i) Pour la consommation intérieure normale du pays ou du territoire où ils sont maintenus,
- ii) Pour la transformation dans ce pays ou dans ce territoire, et
- iii) Pour l'exportation.

Le terme "stocks d'Etat", dans le cas d'une "drogue" quelconque, indique les stocks maintenus sous le contrôle de l'Etat, pour l'usage de l'Etat et pour faire face à des circonstances exceptionnelles.

Sauf indication contraire du contexte, le mot "exportation" est considéré comme comprenant la réexportation.

## CHAPITRE II.—ÉVALUATIONS.

### *Article 2.*

1. Les Hautes Parties contractantes fourniront annuellement au Comité central permanent, institué par le Chapitre VI de la Convention de Genève, pour chaque drogue et pour chacun de leurs territoires auxquels s'applique la présente Convention, des évaluations conformes aux dispositions de l'article 5 de la présente Convention.

2. Lorsqu'une Haute Partie contractante n'aura pas fourni d'évaluations pour l'un quelconque de ses territoires auxquels la présente Convention s'applique, à la date prévue à l'article 5, paragraphe 4, ladite évaluation sera établie dans la mesure du possible par l'organe de contrôle prévu à l'article 5, paragraphe 6.

3. Le Comité central permanent demandera pour les pays ou territoires auxquels la présente Convention ne s'applique pas, des évaluations établies conformément aux stipulations de la présente Convention. Si, pour l'un quelconque de ces pays ou territoires, il n'est pas fourni d'évaluation, l'Organe de contrôle en établira lui-même dans la mesure du possible.

### *Article 3.*

Toute Haute Partie contractante pourra fournir, si c'est nécessaire, pour une année quelconque, et pour l'un quelconque de ses territoires, des évaluations supplémentaires pour ce territoire pour ladite année, en exposant les raisons qui les justifient.

### *Article 4.*

1. Toute évaluation fournie conformément aux articles précédents se rapportant à l'une quelconque des "drogues" requises pour la consommation intérieure du pays ou du territoire pour lequel elle est établie, sera fondée uniquement sur les besoins médicaux et scientifiques de ce pays ou de ce territoire.

2. Les Hautes Parties contractantes pourront, en dehors des stocks de réserve, constituer et maintenir des stocks d'Etat.

The term "estimates" shall denote estimates furnished in accordance with Articles 2 to 5 of this Convention and, unless the context otherwise requires, shall include supplementary estimates.

"Estimates."

The term "reserve stocks" in relation to any of the drugs shall denote the stocks required

"Reserve stocks."

- (i) For the normal domestic consumption of the country or territory in which they are maintained,
- (ii) For conversion in that country or territory, and
- (iii) For export.

The term "Government stocks" in relation to any of the drugs shall denote stocks kept under Government control for the use of the Government and to meet exceptional circumstances.

"Government stocks."

Except where the context otherwise requires, the term "export" shall be deemed to include re-export.

CHAPTER II.—ESTIMATES.

Estimates.

Article 2.

1. Each High Contracting Party shall furnish annually, for each of the drugs in respect of each of his territories to which this Convention applies, to the Permanent Central Board, constituted under Chapter VI of the Geneva Convention, estimates in accordance with the provisions of Article 5 of this Convention.

To be furnished annually.

2. In the event of any High Contracting Party failing to furnish, by the date specified in paragraph 4 of Article 5, an estimate in respect of any of his territories to which this Convention applies, an estimate will, so far as possible, be furnished by the Supervisory Body specified in paragraph 6 of Article 5.

Party failing to furnish.

3. The Permanent Central Board shall request estimates for countries or territories to which this Convention does not apply to be made in accordance with the provisions of this Convention. If for any such country estimates are not furnished, the Supervisory Body shall itself, as far as possible, make the estimate.

Nonsignatories.

Article 3.

Any High Contracting Party may, if necessary, in any year furnish in respect of any of his territories supplementary estimates for that territory for that year with an explanation of the circumstances which necessitate such supplementary estimates.

Supplementaries.

Article 4.

1. Every estimate furnished in accordance with the preceding Articles, so far as it relates to any of the drugs required for domestic consumption in the country or territory in respect of which it is made, shall be based solely on the medical and scientific requirements of that country or territory.

Basis.

2. The High Contracting Parties may, in addition to reserve stocks, create and maintain Government stocks.

Government stocks.

*Article 5.*

1. Les évaluations prévues aux articles 2 à 4 de la présente Convention devront être établies selon le modèle qui sera prescrit de temps à autre par le Comité central permanent et communiqué par les soins de ce Comité à tous les Membres de la Société des Nations et aux Etats non membres mentionnés à l'article 27.

2. Pour chacune des "drogues", soit sous la forme d'alcaloïdes ou sels ou de préparations d'alcaloïdes ou sels, pour chaque année et pour chaque pays ou territoire, les évaluations devront indiquer:

a) La quantité nécessaire pour être utilisée comme telle pour les besoins médicaux et scientifiques, y compris la quantité requise pour la fabrication des préparations pour l'exportation desquelles les autorisations d'exportation ne sont pas requises, que ces préparations soient destinées à la consommation intérieure ou à l'exportation;

b) La quantité nécessaire aux fins de transformation, tant pour la consommation intérieure que pour l'exportation;

c) Les stocks de réserve que l'on désire maintenir;

d) La quantité requise pour l'établissement et le maintien des stocks d'Etat, ainsi qu'il est prévu à l'article 4.

Par total des évaluations pour chaque pays ou territoire, on entend la somme des quantités spécifiées sous les alinéas a) et b) du présent paragraphe augmentée des quantités qui peuvent être nécessaires pour porter les stocks des réserves et les stocks d'Etat au niveau désiré, ou déduction faite de toute quantité dont ces stocks pourraient dépasser ce niveau. Il ne sera tenu compte, toutefois, de ces augmentations ou de ces diminutions que pour autant que les Hautes Parties contractantes intéressées auront fait parvenir en temps utile au Comité central permanent les évaluations nécessaires.

3. Chaque évaluation sera accompagnée d'un exposé de la méthode employée pour calculer les différentes quantités qui y seront inscrites. Si les quantités calculées comportent une marge tenant compte des fluctuations possibles de la demande, l'évaluation devra préciser le montant de la marge ainsi prévue. Il est entendu que, dans le cas de l'une quelconque des "drogues" qui sont ou peuvent être comprises dans le groupe II, il peut être nécessaire de laisser une marge plus large que pour les autres "drogues".

4. Toutes les évaluations devront parvenir au Comité central permanent au plus tard le 1<sup>er</sup> août de l'année qui précédera celle pour laquelle l'évaluation aura été établie.

5. Les évaluations supplémentaires devront être adressées au Comité central permanent dès leur établissement.

6. Les évaluations seront examinées par un Organe de contrôle. La Commission consultative du trafic de l'opium et autres drogues nuisibles de la Société des Nations, le Comité central permanent, le Comité d'hygiène de la Société des Nations et l'Office international d'Hygiène publique auront le droit de désigner chacun un membre de cet Organe. Le Secrétariat de l'Organe de contrôle sera assuré par le Secrétaire général de la Société des Nations en s'assurant la collaboration étroite du Comité central.

*Article 5.*

1. Each estimate provided for in Articles 2 to 4 of this Convention shall be in the form from time to time prescribed by the Permanent Central Board and communicated by the Board to all the Members of the League of Nations and to the non-member States mentioned in Article 27.

Prescribed form, etc.

2. Every estimate shall show for each country or territory for each year in respect of each of the drugs whether in the form of alkaloid or salts or of preparations of the alkaloids or salts:

Components to be specified.

(a) The quantity necessary for use as such for medical and scientific needs, including the quantity required for the manufacture of preparations for the export of which export authorisations are not required, whether such preparations are intended for domestic consumption or for export;

(b) The quantity necessary for the purpose of conversion, whether for domestic consumption or for export;

(c) The amount of the reserve stocks which it is desired to maintain:

(d) The quantity required for the establishment and maintenance of any Government stocks as provided for in Article 4.

The total of the estimates for each country or territory shall consist of the sum of the amounts specified under (a) and (b) of this paragraph with the addition of any amounts which may be necessary to bring the reserve stocks and the Government stocks up to the desired level, or after deduction of any amounts by which those stocks may exceed that level. These additions or deductions shall, however, not be taken into account except in so far as the High Contracting Parties concerned shall have forwarded in due course the necessary estimates to the Permanent Central Board.

3. Every estimate shall be accompanied by a statement explaining the method by which the several amounts shown in it have been calculated. If these amounts are calculated so as to include a margin allowing for possible fluctuations in demand, the estimates must indicate the extent of the margin so included. It is understood that in the case of any of the drugs which are or may be included in Group II, a wider margin may be necessary than in the case of the other drugs.

Method of calculation.

4. Every estimate shall reach the Permanent Central Board not later than August 1st in the year preceding that in respect of which the estimate is made.

Time for submitting estimate.

5. Supplementary estimates shall be sent to the Permanent Central Board immediately on their completion.

Supplementary estimates.

6. The estimates will be examined by a Supervisory Body. The Advisory Committee on the Traffic in Opium and other Dangerous Drugs of the League of Nations, the Permanent Central Board, the Health Committee of the League of Nations and the Office international d'Hygiène publique shall each have the right to appoint one member of this Body. The Secretariat of the Supervisory Body shall be provided by the Secretary-General of the League of Nations, who will ensure close collaboration with the Permanent Central Board.

Examination, etc.

Pour tout pays ou territoire pour lequel une évaluation aura été fournie, l'Organe de contrôle pourra demander, sauf en ce qui concerne les besoins de l'Etat, toute indication ou précision supplémentaire qu'il jugera nécessaire, soit pour compléter l'évaluation; soit pour expliquer les indications qui y figurent; à la suite des renseignements ainsi recueillis, il pourra modifier les évaluations avec le consentement de l'Etat intéressé. Dans le cas de l'une quelconque des "drogues" qui sont ou peuvent être comprises dans le groupe II, une déclaration sommaire sera suffisante.

7. Après avoir examiné, conformément au paragraphe 6 ci-dessus, les évaluations fournies et après avoir fixé, conformément à l'article 2, les évaluations pour les pays ou territoires pour lesquels il n'en aura pas été fourni, l'Organe de contrôle adressera, par l'entremise du Secrétaire général et au plus tard le 1<sup>er</sup> novembre de chaque année, à tous les Membres de la Société des Nations et aux Etats non membres mentionnés à l'article 27 un état contenant les évaluations pour chaque pays ou territoire; cet état sera accompagné, pour autant que l'Organe de contrôle le jugera nécessaire, d'un exposé des explications fournies ou demandées, conformément au paragraphe 6 ci-dessus, et de toutes observations que l'Organe de contrôle tiendrait à présenter relativement à toute évaluation, explication ou demande d'explication.

8. Toute évaluation supplémentaire communiquée au Comité central permanent au cours de l'année doit être traitée sans délai par l'Organe de contrôle suivant la procédure spécifiée aux paragraphes 6 et 7 ci-dessus.

### CHAPITRE III.—LIMITATION DE LA FABRICATION.

#### *Article 6.*

1. Il ne sera fabriqué dans aucun pays ou territoire, au cours d'une année quelconque, de quantité d'une "drogue" quelconque supérieure au total des quantités suivantes:

a) La quantité requise, dans les limites des évaluations pour ce pays ou ce territoire, pour cette année, pour être utilisée comme telle pour ses besoins médicaux et scientifiques, y compris la quantité requise pour la fabrication des préparations pour l'exportation desquelles les autorisations d'exportation ne sont pas requises, que ces préparations soient destinées à la consommation intérieure ou à l'exportation;

b) La quantité requise dans les limites des évaluations pour ce pays ou ce territoire, pour cette année, aux fins de transformation, tant pour la consommation intérieure que pour l'exportation;

c) La quantité qui pourra être requise par ce pays ou ce territoire, pour l'exécution, au cours de l'année, des commandes destinées à l'exportation et effectuées conformément aux dispositions de la présente Convention;

The Supervisory Body may require any further information or details, except as regards requirements for Government purposes, which it may consider necessary, in respect of any country or territory on behalf of which an estimate has been furnished in order to make the estimate complete or to explain any statement made therein, and may, with the consent of the Government concerned, amend any estimate in accordance with any information or details so obtained. It is understood that in the case of any of the drugs which are or may be included in Group II a summary statement shall be sufficient.

7. After examination by the Supervisory Body as provided in paragraph 6 above of the estimates furnished, and after the determination by that Body as provided in Article 2 of the estimates for each country or territory on behalf of which no estimates have been furnished, the Supervisory Body shall forward, not later than November 1st in each year, through the intermediary of the Secretary-General, to all the Members of the League of Nations and non-member States referred to in Article 27, a statement containing the estimates for each country or territory, and, so far as the Supervisory Body may consider necessary, an account of any explanations given or required in accordance with paragraph 6 above, and any observations which the Supervisory Body may desire to make in respect of any such estimate or explanation, or request for an explanation.

Examination and determination.

8. Every supplementary estimate sent to the Permanent Central Board in the course of the year shall be dealt with without delay by the Supervisory Body in accordance with the procedure specified in paragraphs 6 and 7 above.

Supplementary estimates.

### CHAPTER III.—LIMITATION OF MANUFACTURE.

#### *Article 6.*

1. There shall not be manufactured in any country or territory in any one year a quantity of any of the drugs greater than the total of the following quantities:

Limitation of manufacture.

(a) The quantity required within the limits of the estimates for that country or territory for that year for use as such for its medical and scientific needs including the quantity required for the manufacture of preparations for the export of which export authorisations are not required, whether such preparations are intended for domestic consumption or for export;

(b) The quantity required within the limits of the estimates for that country or territory for that year for conversion, whether for domestic consumption or for export;

(c) Such quantity as may be required by that country or territory for the execution during the year of orders for export in accordance with the provisions of this Convention;

d) La quantité éventuellement requise par ce pays ou territoire pour maintenir les stocks de réserve au niveau spécifié dans les évaluations de l'année envisagée;

e) La quantité éventuellement requise pour maintenir les stocks d'Etat au niveau spécifié dans les évaluations de l'année envisagée.

2. Il est entendu que si, à la fin d'une année, une Haute Partie contractante constate que la quantité fabriquée dépasse le total des quantités spécifiées ci-dessus, compte tenu des déductions prévues à l'article 7, premier alinéa, cet excédent sera déduit de la quantité qui doit être fabriquée au cours de l'année suivante. En transmettant leurs statistiques annuelles au Comité central permanent, les Hautes Parties contractantes donneront les raisons de ce dépassement.

#### *Article 7.*

Pour chaque "drogue", il sera déduit de la quantité dont la fabrication est autorisée, conformément à l'article 6, au cours d'une année quelconque, dans un pays ou territoire quelconque:

i) Toute quantité de la "drogue" importée, y compris ce qui aurait été retourné et déduction faite de ce qui aurait été réexporté;

ii) Toute quantité de ladite "drogue" saisie et utilisée comme telle pour la consommation intérieure ou la transformation.

S'il est impossible d'effectuer pendant l'exercice en cours l'une des déductions susmentionnées, toute quantité demeurant en excédent à la fin de l'exercice sera déduite des évaluations de l'année suivante.

#### *Article 8.*

La quantité d'une "drogue" quelconque, importée ou fabriquée dans un pays ou territoire aux fins de transformation, conformément aux évaluations de ce pays ou de ce territoire, devra être utilisée, si possible, en totalité à cet effet pendant la période visée par l'évaluation.

Toutefois, s'il est impossible d'utiliser ainsi la quantité totale dans la période en question, la fraction demeurant inutilisée à la fin de l'année sera déduite des évaluations de l'année suivante pour ce pays ou ce territoire.

#### *Article 9.*

Si, au moment où toutes les dispositions de la présente Convention deviendront applicables, les stocks d'une "drogue" existant à ce moment dans un pays ou territoire dépassent le montant des stocks de réserve de cette "drogue" que ce pays ou territoire désire maintenir, conformément à ses évaluations, cet excédent sera déduit de la quantité qui, normalement, pourrait être fabriquée ou importée, selon le cas, au cours de l'année, conformément aux dispositions de la présente Convention.

Si cette procédure n'est pas appliquée, le gouvernement prendra en charge les stocks en excédent existant au moment où toutes les

(d) The quantity, if any, required by that country or territory for the purpose of maintaining the reserve stocks at the level specified in the estimates for that year;

(e) The quantity, if any, required for the purpose of maintaining the Government stocks at the level specified in the estimates for that year.

2. It is understood that, if at the end of any year, any High Contracting Party finds that the amount manufactured exceeds the total of the amounts specified above, less any deductions made under Article 7, paragraph 1, such excess shall be deducted from the amount to be manufactured during the following year. In forwarding their annual statistics to the Permanent Central Board, the High Contracting Parties shall give the reasons for any such excess.

Excess remaining to be deducted.

#### *Article 7.*

There shall be deducted from the total quantity of each drug permitted under Article 6 to be manufactured in any country or territory during any one year:

Deductions.

(i) Any amounts of that drug imported including any returned deliveries of the drug, less quantities re-exported.

(ii) Any amounts of the drug seized and utilised as such for domestic consumption or for conversion.

If it should be impossible to make any of the above deductions during the course of the current year, any amounts remaining in excess at the end of the year shall be deducted from the estimates for the following year.

#### *Article 8.*

The full amount of any of the drugs imported into or manufactured in any country or territory for the purpose of conversion in accordance with the estimates for that country or territory shall, if possible, be utilised for that purpose within the period for which the estimate applies.

Imports for conversion purposes.

In the event, however, of it being impossible to utilise the full amount for that purpose within the period in question, the portion remaining unused at the end of the year shall be deducted from the estimates for that country or territory for the following year.

#### *Article 9.*

If at the moment when all the provisions of the Convention shall have come into force, the then existing stocks of any of the drugs in any country or territory exceeds the amount of the reserve stocks of that drug, which, according to the estimates for that country or territory, it is desired to maintain, such excess shall be deducted from the quantity which, during the year, could ordinarily be imported or manufactured as the case may be under the provisions of this Convention.

Restriction on existing stock.

Alternatively, the excess stocks existing at the moment when all the provisions of the Convention shall have come into force shall be



dispositions de la présente Convention deviendront applicables. Le gouvernement n'en délivrera, à certains intervalles, que les quantités qui peuvent être délivrées, conformément à la Convention. Toutes les quantités ainsi délivrées au cours de l'année seront déduites de la quantité totale destinée à être fabriquée ou importée, selon le cas, au cours de cette même année.

#### CHAPITRE IV.—INTERDICTIONS ET RESTRICTIONS.

##### *Article 10.*

1. Les Hautes Parties contractantes interdiront l'exportation de leurs territoires de la diacétylmorphine et de ses sels, ainsi que des préparations contenant de la diacétylmorphine ou ses sels.

2. Toutefois, sur demande émanant du gouvernement d'un pays où la diacétylmorphine n'est pas fabriquée, toute Haute Partie contractante pourra autoriser l'exportation à destination de ce pays des quantités de diacétylmorphine, de ses sels et des préparations contenant de la diacétylmorphine ou ses sels, qui sont nécessaires pour les besoins médicaux et scientifiques de ce pays, à la condition que cette demande soit accompagnée d'un certificat d'importation et soit adressée à l'administration officielle indiquée dans le certificat.

3. Toutes les quantités ainsi importées seront distribuées par le gouvernement du pays importateur et sous sa responsabilité.

##### *Article 11.*

1. Le commerce et la fabrication commerciale de tout produit dérivé de l'un des alcaloïdes phénanthrènes de l'opium ou des alcaloïdes ecgoniniques de la feuille de coca, qui ne sera pas utilisé à la date de ce jour pour des besoins médicaux ou scientifiques, ne pourront être permis dans un pays ou territoire quelconque que si la valeur médicale ou scientifique de ce produit a été constatée d'une manière jugée probante par le gouvernement intéressé.

Dans ce cas, à moins que le gouvernement ne décide que le produit en question n'est pas susceptible d'engendrer la toxicomanie ou d'être converti en un produit susceptible d'engendrer la toxicomanie, les quantités dont la fabrication est autorisée ne devront pas, dans l'attente des décisions mentionnées ci-après, dépasser le total des besoins intérieurs du pays ou du territoire pour des fins médicales et scientifiques et la quantité nécessaire pour satisfaire aux commandes d'exportation, et les dispositions de la présente Convention seront appliquées audit produit.

2. La Haute Partie contractante qui autorisera le commerce ou la fabrication commerciale d'un de ces produits en avisera immédiatement le Secrétaire général de la Société des Nations, qui communiquera cette notification aux autres Hautes Parties contractantes et au Comité d'hygiène de la Société.

3. Le Comité d'hygiène, après avoir soumis la question au Comité permanent de l'Office international d'hygiène publique, décidera si le produit dont il s'agit peut engendrer la toxicomanie (et doit être assimilé de ce fait aux "drogues" mentionnées dans le sous-groupe a)

taken possession of by the Government and released from time to time in such quantities only as may be in conformity with the present Convention. Any quantities so released during any year shall be deducted from the total amount to be manufactured or imported as the case may be during that year.

#### CHAPTER IV.—PROHIBITIONS AND RESTRICTIONS.

Prohibitions and restrictions.

##### *Article 10.*

1. The High Contracting Parties shall prohibit the export from their territories of diacetylmorphine, its salts, and preparations containing diacetylmorphine, or its salts.

Exports of diacetylmorphine.

2. Nevertheless, on the receipt of a request from the Government of any country in which diacetylmorphine is not manufactured, any High Contracting Party may authorise the export to that country of such quantities of diacetylmorphine, its salts, and preparations containing diacetylmorphine or its salts, as are necessary for the medical and scientific needs of that country, provided that the request is accompanied by an import certificate and is consigned to the Government Department indicated in the certificate.

3. Any quantities so imported shall be distributed by and on the responsibility of the Government of the importing country.

Imports.

##### *Article 11.*

1. No trade in or manufacture for trade of any product obtained from any of the phenanthrene alkaloids of opium or from the ecgonine alkaloids of the coca leaf, not in use on this day's date for medical or scientific purposes shall take place in any country or territory unless and until it has been ascertained to the satisfaction of the Government concerned that the product in question is of medical or scientific value.

Regulation of traffic, etc., in.

In this case (unless the Government determines that such product is not capable of producing addiction or of conversion into a product capable of producing addiction) the quantities permitted to be manufactured, pending the decision hereinafter referred to, shall not exceed the total of the domestic requirements of the country or territory for medical and scientific needs, and the quantity required for export orders and the provisions of this Convention shall apply.

2. Any High Contracting Party permitting trade in or manufacture for trade of any such product to be commenced shall immediately send a notification to that effect to the Secretary-General of the League of Nations, who shall advise the other High Contracting Parties and the Health Committee of the League.

3. The Health Committee will thereupon, after consulting the Permanent Committee of the Office international d'Hygiène publique, decide whether the product in question is capable of producing addiction (and is in consequence assimilable to the drugs mentioned in sub-

du groupe I), ou s'il peut être transformé en une de ces mêmes drogues (et être, de ce fait, assimilé aux "drogues" mentionnées dans le sous-groupe b) du groupe I ou dans le groupe II).

4. Si le Comité d'hygiène décide que, sans être une "drogue" susceptible d'engendrer la toxicomanie, le produit dont il s'agit peut être transformé en une telle "drogue", la question de savoir si ladite "drogue" rentre dans le sous-groupe b) du groupe I ou dans le groupe II sera soumise pour décision à un Comité de trois experts qualifiés pour en examiner les aspects scientifiques et techniques. Deux de ces experts seront désignés respectivement par le gouvernement intéressé et par la Commission consultative de l'opium; le troisième sera désigné par les deux précités.

5. Toute décision prise conformément aux deux paragraphes précédents sera portée à la connaissance du Secrétaire général de la Société des Nations, qui la communiquera à tous les Membres de la Société et aux Etats non membres mentionnés à l'article 27.

6. S'il résulte de ces décisions que le produit en question peut engendrer la toxicomanie ou peut être transformé en une "drogue" susceptible de l'engendrer, les Hautes Parties contractantes, dès la réception de la communication du Secrétaire général, soumettront ladite "drogue" au régime prévu par la présente Convention, suivant qu'elle sera comprise dans le groupe I ou dans le groupe II.

7. Sur la demande de toute Haute Partie contractante adressée au Secrétaire général, toute décision de cette nature pourra être révisée à la lumière de l'expérience acquise et conformément à la procédure indiquée ci-dessus.

#### *Article 12.*

1. L'importation ou l'exportation d'une "drogue" quelconque, en provenance ou à destination du territoire d'une Haute Partie contractante, ne pourront être effectuées que conformément aux dispositions de la présente Convention.

2. Les importations d'une "drogue" quelconque, dans un pays ou territoire quelconque et pour une année quelconque, ne pourront excéder le total des évaluations définies à l'article 5 et de la quantité exportée de ce pays ou territoire pendant la même année, déduction faite de la quantité fabriquée dans le pays ou territoire pendant la même année.

### CHAPITRE V.—CONTRÔLE.

#### *Article 13.*

1. a) Les Hautes Parties contractantes appliqueront à toutes les "drogues" du groupe I les dispositions de la Convention de Genève, dont celle-ci prévoit l'application aux substances spécifiées à son article 4 (ou des dispositions équivalentes). Les Hautes Parties contractantes appliqueront aussi ces dispositions aux préparations de la morphine et cocaïne visées à cet article 4 et à toutes les préparations des autres "drogues" du groupe I, sauf les préparations qui peuvent être soustraites au régime de la Convention de Genève, conformément à l'article 8 de cette Convention.

group (a) of Group I), or whether it is convertible into such a drug (and is in consequence assimilable to the drugs mentioned in sub-group (b) of Group I or in Group II).

4. In the event of the Health Committee deciding that the product is not itself a drug capable of producing addiction, but is convertible into such a drug, the question whether the drug in question shall fall under sub-group (b) of Group I or under Group II shall be referred for decision to a body of three experts competent to deal with the scientific and technical aspects of the matter, of whom one member shall be selected by the Government concerned, one by the Opium Advisory Committee of the League, and the third by the two members so selected.

5. Any decisions arrived at in accordance with the two preceding paragraphs shall be notified to the Secretary-General of the League of Nations, who will communicate it to all the Members of the League and to the non-member States mentioned in Article 27.

6. If the decisions are to the effect that the product in question is capable of producing addiction or is convertible into a drug capable of producing addiction, the High Contracting Parties will, upon receipt of the communication from the Secretary-General, apply to the drug the appropriate régime laid down in the present Convention according as to whether it falls under Group I or under Group II.

7. Any such decisions may be revised, in accordance with the foregoing procedure, in the light of further experience, on an application addressed by any High Contracting Party to the Secretary-General.

#### *Article 12.*

1. No import of any of the drugs into the territories of any High Contracting Party or export from those territories shall take place except in accordance with the provisions of this Convention.

Import and export restrictions.

2. The imports in any one year into any country or territory of any of the drugs shall not exceed the total of the estimates as defined in Article 5 and of the amount exported from that country or territory during the year, less the amount manufactured in that country or territory in that year.

#### CHAPTER V.—CONTROL.

Control.

#### *Article 13.*

1. (a) The High Contracting Parties shall apply to all the drugs in Group I the provisions of the Geneva Convention which are thereby applied to substances specified in its fourth Article (or provisions in conformity therewith). The High Contracting Parties shall also apply these provisions to preparations made from morphine and cocaine and covered by Article 4 of the Geneva Convention and to all other preparations made from the other drugs in Group I except such preparations as may be exempted from the provisions of the Geneva Convention under its eighth Article.

Provisions of Geneva Convention to apply.

b) Les Hautes Parties contractantes appliqueront aux solutions ou dilutions de morphine ou de cocaïne, ou de leurs sels, dans une substance inerte, liquide ou solide, et contenant 0,2% ou moins de morphine ou 0,1% ou moins de cocaïne, le même traitement qu'aux préparations contenant un pourcentage plus élevé.

2. Les Hautes Parties contractantes appliqueront aux "drogues" qui sont ou qui peuvent être comprises dans le groupe II les dispositions suivantes de la Convention de Genève ou des dispositions équivalentes:

a) Les dispositions des articles 6 et 7, en tant qu'elles s'appliquent à la fabrication, à l'importation, à l'exportation et au commerce de gros de ces "drogues";

b) Les dispositions du chapitre V, sauf en ce qui concerne les compositions qui contiennent l'une de ces "drogues" et qui se prêtent à une application thérapeutique normale;

c) Les dispositions des alinéas 1b), c) et e) et de l'alinéa 2 de l'article 22, étant entendu:

i) Que les statistiques des importations et des exportations pourront être envoyées annuellement et non trimestriellement, et

ii) Que l'alinéa 1b) et l'alinéa 2 de l'article 22 ne seront pas applicables aux préparations qui contiennent ces "drogues".

#### *Article 14.*

1. Les gouvernements qui auront délivré une autorisation d'exportation, à destination de pays ou de territoires auxquels ne s'appliquent ni la présente Convention ni la Convention de Genève, pour une "drogue" qui est ou pourra être comprise dans le groupe I en aviseront immédiatement le Comité central permanent. Il est entendu que si les demandes d'exportation s'élèvent à 5 kilogrammes ou davantage, l'autorisation ne sera pas délivrée avant que le gouvernement soit assuré auprès du Comité central permanent que l'exportation ne provoquera pas un dépassement des évaluations pour le pays ou territoire importateur. Si le Comité central permanent fait savoir qu'il y aura un dépassement, le gouvernement n'autorisera pas l'exportation de la quantité qui provoquerait ce dépassement.

2. S'il ressort des relevés des importations et des exportations adressés au Comité central permanent ou des notifications faites à ce Comité, conformément au paragraphe précédent, que la quantité exportée ou dont l'exportation a été autorisée à destination d'un pays ou territoire quelconque dépasse le total des évaluations définies à l'article 5 pour ce pays ou ce territoire, pour cette année, augmenté de ses exportations constatées, le Comité en avisera immédiatement toutes les Hautes Parties contractantes. Celles-ci ne pourront plus autoriser, pendant l'année en question, aucune nouvelle exportation à destination dudit pays ou territoire, sauf

i) Dans le cas où une évaluation supplémentaire sera fournie, en ce qui concerne à la fois toute quantité importée en excédent et la quantité supplémentaire requise, ou

ii) Dans les cas exceptionnels où l'exportation est, de l'avis du gouvernement du pays exportateur, essentielle aux intérêts de l'humanité ou au traitement des malades.

(b) The High Contracting Parties shall treat solutions or dilutions of morphine or cocaine or their salts in an inert substance, liquid or solid, which contain 0.2 per cent or less of morphine or 0.1 per cent or less of cocaine in the same way as preparations containing more than these percentages.

2. The High Contracting Parties shall apply to the drugs which are or may be included in Group II the following provisions of the Geneva Convention (or provisions in conformity therewith):

(a) The provisions of Articles 6 and 7 in so far as they relate to the manufacture, import, export and wholesale trade in those drugs;

(b) The provisions of Chapter V, except as regards compounds containing any of these drugs which are adapted to a normal therapeutic use;

(c) The provisions of paragraphs 1 (b), (c) and (e) and paragraph 2 of Article 22, provided:

(i) That the statistics of import and export may be sent annually instead of quarterly, and

(ii) That paragraph 1 (b) and paragraph 2 of Article 22 shall not apply to preparations containing any of these drugs.

*Article 14.*

1. Any Government which has issued an authorisation for the export of any of the drugs which are or may be included in Group I to any country or territory to which neither this Convention nor the Geneva Convention applies shall immediately notify the Permanent Central Board of the issue of the authorisation; provided that, if the request for export amounts to 5 kilogrammes or more, the authorisation shall not be issued until the Government has ascertained from the Permanent Central Board that the export will not cause the estimates for the importing country or territory to be exceeded. If the Permanent Central Board sends a notification that such an excess would be caused, the Government will not authorise the export of any amount which would have that effect.

License to export to nonparticipating countries.

2. If it appears from the import and export returns made to the Permanent Central Board or from the notifications made to the Board in pursuance of the preceding paragraph that the quantity exported or authorised to be exported to any country or territory exceeds the total of the estimates for that country or territory as defined in Article 5, with the addition of the amounts shown to have been exported, the Board shall immediately notify the fact to all the High Contracting Parties, who will not, during the currency of the year in question, authorise any new exports to that country except:

(i) In the event of a supplementary estimate being furnished for that country in respect both of any quantity over-imported and of the additional quantity required; or

(ii) In exceptional cases where the export in the opinion of the Government of the exporting country is essential in the interests of humanity or for the treatment of the sick.

3. Le Comité central permanent préparera chaque année un état indiquant pour chaque pays ou territoire et pour l'année précédente:

- a) Les évaluations de chaque "drogue";
- b) La quantité de chaque "drogue" consommée;
- c) La quantité de chaque "drogue" fabriquée;
- d) La quantité de chaque "drogue" transformée;
- e) La quantité de chaque "drogue" importée;
- f) La quantité de chaque "drogue" exportée;
- g) La quantité de chaque "drogue" employée à la confection des préparations pour l'exportation desquelles les autorisations d'exportation ne sont pas requises.

S'il résulte dudit état que l'une des Hautes Parties contractantes a ou peut avoir manqué aux obligations prévues par la présente Convention, le Comité sera en droit de lui demander des explications par l'entremise du Secrétaire général de la Société des Nations, et la procédure prévue par les paragraphes 2 à 7 de l'article 24 de la Convention de Genève sera applicable.

Le Comité publiera, le plus tôt possible, l'état visé ci-dessus, et, à moins qu'il ne le juge pas nécessaire, un résumé des explications données ou demandées conformément à l'alinéa précédent, ainsi que toutes observations qu'il tiendrait à faire concernant ces explications ou demandes d'explications.

En publiant les statistiques et autres informations qu'il reçoit en vertu de la présente Convention, le Comité central permanent aura soin de ne faire figurer dans ces publications aucune indication susceptible de favoriser les opérations des spéculateurs ou de porter préjudice au commerce légitime d'une quelconque des Hautes Parties contractantes.

#### CHAPITRE VI.—DISPOSITIONS ADMINISTRATIVES.

##### *Article 15.*

Les Hautes Parties contractantes prendront toutes les mesures législatives ou autres nécessaires pour donner effet dans leurs territoires aux dispositions de la présente Convention.

Les Hautes Parties contractantes établiront, si elles ne l'ont déjà fait, une administration spéciale ayant pour mission:

- a) D'appliquer les prescriptions de la présente Convention;
- b) De réglementer, surveiller et contrôler le commerce des "drogues";
- c) D'organiser la lutte contre la toxicomanie, en prenant toutes les mesures utiles pour en empêcher le développement et pour combattre le trafic illicite.

##### *Article 16*

1. Chacune des Hautes Parties contractantes exercera une surveillance rigoureuse sur:

- a) Les quantités de matières premières et de "drogues" manufacturées qui se trouvent en la possession de chaque fabricant aux fins de fabrication ou de transformation de chacune de ces "drogues" ou à toutes autres fins utiles;

3. The Permanent Central Board shall each year prepare a statement showing, in respect of each country or territory for the preceding year:

- (a) The estimates in respect of each drug;
- (b) The amount of each drug consumed;
- (c) The amount of each drug manufactured;
- (d) The amount of each drug converted;
- (e) The amount of each drug imported;
- (f) The amount of each drug exported;
- (g) The amount of each drug used for the compounding of preparations, exports of which do not require export authorisations.

If such statement indicates that any High Contracting Party has or may have failed to carry out his obligations under this Convention, the Board shall have the right to ask for explanations, through the Secretary-General of the League of Nations, from that High Contracting Party, and the procedure specified in paragraphs 2 to 7 of Article 24 of the Geneva Convention shall apply in any such case.

The Board shall, as soon as possible thereafter, publish the statement above mentioned together with an account, unless it thinks it unnecessary, of any explanations given or required in accordance with the preceding paragraph and any observations which the Board may desire to make in respect of any such explanation or request for an explanation.

The Permanent Central Board shall take all necessary measures to ensure that the statistics and other information which it receives under this Convention shall not be made public in such a manner as to facilitate the operations of speculators or to injure the legitimate commerce of any High Contracting Party.

## CHAPTER VI.—ADMINISTRATIVE PROVISIONS.

Administrative provisions.

### Article 15.

The High Contracting Parties shall take all necessary legislative or other measures in order to give effect within their territories to the provisions of this Convention.

Laws, etc., to be enacted.

The High Contracting Parties shall, if they have not already done so, create a special administration for the purpose of:

- (a) Applying the provisions of the present Convention;
- (b) Regulating, supervising and controlling the trade in the drugs;
- (c) Organising the campaign against drug addiction, by taking all useful steps to prevent its development and to suppress the illicit traffic.

### Article 16.

1. Each High Contracting Party shall exercise a strict supervision over:

Supervision by each Power.

- (a) The amounts of raw material and manufactured drugs in the possession of each manufacturer for the purpose of the manufacture or conversion of any of the drugs or otherwise;



b) Les quantités de "drogues" (ou de préparations contenant ces drogues) produites;

c) La manière dont il est disposé des "drogues" et préparations ainsi produites, notamment leur distribution au commerce, à la sortie de la fabrique.

2. Les Hautes Parties contractantes ne permettront pas l'accumulation entre les mains d'un fabricant quelconque de quantités de matières premières dépassant les quantités requises pour le fonctionnement économique de l'entreprise, en tenant compte des conditions du marché. Les quantités de matières premières en la possession de tout fabricant, à un moment quelconque, ne dépasseront pas les quantités nécessaires pour les besoins de la fabrication pendant le semestre suivant, à moins que le gouvernement, après enquête, n'estime que des conditions exceptionnelles justifient l'accumulation de quantités additionnelles, mais, en aucun cas, les quantités totales qui pourront être accumulées ainsi ne devront dépasser l'approvisionnement d'une année.

#### *Article 17.*

Chacune des Hautes Parties contractantes astreindra chaque fabricant établi sur ses territoires à fournir des rapports trimestriels indiquant:

a) Les quantités de matières premières et de chaque "drogue" qu'il a reçues dans sa fabrique, ainsi que les quantités de "drogues" ou de tout autre produit, quel qu'il soit, fabriqué avec chacune de ces substances. En signalant les quantités de matières premières ainsi reçues par lui, le fabricant indiquera la proportion de morphine, de cocaïne ou d'ecgonine contenue dans celles-ci ou qui peut en être retirée—proportion qui sera déterminée par une méthode prescrite par le gouvernement et dans des conditions que le gouvernement considère comme satisfaisantes;

b) Les quantités, soit de matières premières, soit de produits manufacturés à l'aide de ces matières, qui ont été utilisées au cours du trimestre;

c) Les quantités restant en stock à la fin du trimestre.

Chacune des Hautes Parties contractantes astreindra chaque négociant en gros établi sur ses territoires à fournir, à la fin de chaque année, un rapport spécifiant pour chaque "drogue" la quantité de cette "drogue" contenue dans les préparations exportées ou importées au cours de l'année et pour l'exportation ou l'importation desquelles il n'est pas requis d'autorisation.

#### *Article 18.*

Chacune des Hautes Parties contractantes s'engage à ce que toutes les "drogues" du groupe I qu'elle saisira dans le trafic illicite soient détruites ou transformées en substances non stupéfiantes ou réservées à l'usage médical ou scientifique, soit par le gouvernement, soit sous son contrôle, une fois que ces "drogues" ne sont plus nécessaires pour la procédure judiciaire ou toute autre action de la part des autorités de l'Etat. Dans tous les cas, la diacétylmorphine devra être détruite ou transformée.

(b) The quantities of the drugs or preparations containing the drugs produced;

(c) The disposal of the drugs and preparations so produced with especial reference to deliveries from the factories.

2. No High Contracting Party shall allow the accumulation in the possession of any manufacturer of quantities of raw materials in excess of those required for the economic conduct of business, having regard to the prevailing market conditions. The amounts of raw material in the possession of any manufacturer at any one time shall not exceed the amounts required by that manufacturer for manufacture during the ensuing six months, unless the Government, after due investigation, considers that exceptional conditions warrant the accumulation of additional amounts, but in no case shall the total quantities which may be accumulated exceed one year's supply.

#### *Article 17.*

Each High Contracting Party shall require each manufacturer within his territories to submit quarterly reports stating:

Quarterly reports required of each manufacturer.

(a) The amount of raw materials and of each of the drugs received into the factory by such manufacturer and the quantities of the drugs, or any other products whatever, produced from each of these substances. In reporting the amounts of raw materials so received, the manufacturer shall state the proportion of morphine, cocaine or ecgonine contained in or producible therefrom as determined by a method prescribed by the Government and under conditions considered satisfactory by the Government;

(b) The quantities of either the raw material or the products manufactured therefrom which were disposed of during the quarter;

(c) The quantities remaining in stock at the end of the quarter.

Each High Contracting Party shall require each wholesaler within his territories to make at the close of each year a report stating, in respect of each of the drugs, the amount of that drug contained in preparations, exported or imported during the year, for the export or import of which authorisations are not required.

#### *Article 18.*

Each High Contracting Party undertakes that any of the drugs in Group I which are seized by him in the illicit traffic shall be destroyed or converted into non-narcotic substances or appropriated for medical or scientific use, either by the Government or under its control, when these are no longer required for judicial proceedings or other action on the part of the authorities of the State. In all cases diacetylmorphine shall either be destroyed or converted.

Seizures in illicit traffic.

*Article 19.*

Les Hautes Parties contractantes exigeront que les étiquettes sous lesquelles est mise en vente une "drogue" quelconque ou une préparation contenant cette "drogue" indiquent le pourcentage de celle-ci. Elles devront aussi en indiquer le nom de la manière prévue par la législation nationale

## CHAPITRE VII.—DISPOSITIONS GÉNÉRALES.

*Article 20.*

1. Toute Haute Partie contractante dans l'un quelconque des territoires de laquelle une "drogue" quelconque sera fabriquée ou transformée au moment de l'entrée en vigueur de la présente Convention ou qui, à ce moment ou ultérieurement, se proposera d'autoriser sur son territoire cette fabrication ou transformation, enverra une notification au Secrétaire général de la Société des Nations en indiquant si la fabrication ou la transformation est destinée aux besoins intérieurs seulement ou également à l'exportation, et à quelle époque cette fabrication ou transformation commencera; elle spécifiera également les "drogues" qui doivent être fabriquées ou transformées, ainsi que le nom et l'adresse des personnes ou des maisons autorisées.

2. Au cas où la fabrication ou la transformation de l'une quelconque des "drogues" cesserait sur son territoire, la Haute Partie contractante enverra une notification à cet effet au Secrétaire général en indiquant la date et le lieu où cette fabrication ou transformation a cessé ou cessera et en spécifiant les "drogues" visées, les personnes ou maisons visées, ainsi que leur nom et leur adresse.

3. Les renseignements fournis conformément aux paragraphes 1 et 2 seront communiqués par le Secrétaire général aux Hautes Parties contractantes.

*Article 21.*

Les Hautes Parties contractantes se communiqueront par l'entremise du Secrétaire général de la Société des Nations les lois et règlements promulgués pour donner effet à la présente Convention, et lui transmettront un rapport annuel relatif au fonctionnement de la Convention sur leurs territoires, conformément à un formulaire établi par la Commission consultative du trafic de l'opium et autres "drogues" nuisibles.

*Article 22.*

Les Hautes Parties contractantes feront figurer dans les statistiques annuelles fournies par elles au Comité central permanent les quantités de chacune des "drogues" employées par les fabricants et grossistes pour la confection de préparations, destinées à la consommation intérieure ou à l'exportation, pour l'exportation desquelles les autorisations ne sont pas requises.

Les Hautes Parties contractantes feront également figurer dans leurs statistiques un résumé des relevés établis par les fabricants, conformément à l'article 17.

*Article 19.*

The High Contracting Parties will require that the labels under which any of the drugs, or preparations containing those drugs, are offered for sale, shall show the percentage of the drugs. These labels shall also indicate the name of the drugs as provided for in the national legislation.

Marking labels.

CHAPTER VII.—GENERAL PROVISIONS.

General provisions.

*Article 20.*

1. Every High Contracting Party in any of whose territories any of the drugs is being manufactured or converted, at the time when this Convention comes into force, or in which he proposes either at that time or subsequently to authorise such manufacture or conversion, shall notify the Secretary-General of the League of Nations indicating whether the manufacture or conversion is for domestic needs only or also for export, the date on which such manufacture or conversion will begin, and the drugs to be manufactured or converted as well as the names and addresses of persons or firms authorised.

Information to be furnished the League of Nations.

2. In the event of the manufacture or conversion of any of the drugs ceasing in the territory of any High Contracting Party, he shall notify the Secretary-General to that effect, indicating the place and date at which such manufacture or conversion has ceased or will cease and specifying the drugs affected, as well as the names and addresses of persons or firms concerned.

3. The information furnished under this Article shall be communicated by the Secretary-General to the High Contracting Parties.

Transmission of, to signatories.

*Article 21.*

The High Contracting Parties shall communicate to one another through the Secretary-General of the League of Nations the laws and regulations promulgated in order to give effect to the present Convention, and shall forward to the Secretary-General an annual report on the working of the Convention in their territories, in accordance with a form drawn up by the Advisory Committee on Traffic in Opium and Other Dangerous Drugs.

Mutual communication of laws, etc.

*Article 22.*

The High Contracting Parties shall include in the annual statistics furnished by them to the Permanent Central Board the amounts of any of the drugs used by manufacturers and wholesalers for the compounding of preparations whether for domestic consumption or for export for the export of which export authorisations are not required.

Reports, to include drugs used in compounds.

The High Contracting Parties shall also include a summary of the returns made by the manufacturers in pursuance of Article 17.

Summary of returns. *Ante*, p. 1573.

*Article 23.*

Les Hautes Parties contractantes se communiqueront par l'entremise du Secrétaire général de la Société des Nations, dans un délai aussi bref que possible, des renseignements sur tout cas de trafic illicite découvert par elles et qui pourra présenter de l'importance, soit en raison des quantités de "drogues" en cause, soit en raison des indications que ce cas pourra fournir sur les sources qui alimentent en "drogues" le trafic illicite ou les méthodes employées par les trafiquants illicites.

Ces renseignements indiqueront, dans toute la mesure possible:

- a) La nature et la quantité des "drogues" en cause;
- b) L'origine des "drogues", les marques et étiquettes;
- c) Les points de passage où les "drogues" ont été détournées dans le trafic illicite;
- d) Le lieu d'où les "drogues" ont été expédiées et les noms des expéditeurs, agents d'expédition ou commissionnaires, les méthodes de consignation et les noms et adresses des destinataires s'ils sont connus.
- e) Les méthodes employées et routes suivies par les contrebandiers et éventuellement les noms des navires qui ont servi au transport;
- f) Les mesures prises par les gouvernements en ce qui concerne les personnes impliquées (et, en particulier, celles qui posséderaient des autorisations ou des licences), ainsi que les sanctions appliquées;
- g) Tous autres renseignements qui pourraient aider à la suppression du trafic illicite.

*Article 24.*

La présente Convention complétera les Conventions de La Haye de 1912 et de Genève de 1925 dans les rapports entre les Hautes Parties contractantes liées par l'une au moins de ces dernières Conventions.

*Article 25.*

S'il s'élève entre les Hautes Parties contractantes un différend quelconque relatif à l'interprétation ou à l'application de la présente Convention, et si ce différend n'a pu être résolu de façon satisfaisante par voie diplomatique, il sera réglé conformément aux dispositions en vigueur entre les Parties concernant le règlement des différends internationaux.

Au cas où de telles dispositions n'existeraient pas entre les Parties au différend, elles le soumettront à une procédure arbitrale ou judiciaire. A défaut d'un accord sur le choix d'un autre tribunal, elles soumettront le différend, à la requête de l'une d'elles, à la Cour permanente de Justice internationale, si elles sont toutes parties au Protocole du 16 décembre 1920, relatif au Statut de ladite Cour, et, si elles n'y sont pas toutes parties, à un tribunal d'arbitrage, constitué conformément à la Convention de La Haye du 18 octobre 1907, pour le règlement pacifique des conflits internationaux.

*Article 23.*

The High Contracting Parties will communicate to each other<sup>Illicit traffic particulars.</sup> through the Secretary-General of the League of Nations, as soon as possible, particulars of each case of illicit traffic discovered by them which may be of importance either because of the quantities involved or because of the light thrown on the sources from which drugs are obtained for the illicit traffic or the methods employed by illicit traffickers.

The particulars given shall indicate as far as possible:

- (a) The kind and quantity of drugs involved;
- (b) The origin of the drugs, their marks and labels;
- (c) The points at which the drugs were diverted into the illicit traffic;
- (d) The place from which the drugs were despatched, and the names of shipping or forwarding agents or consignors; the methods of consignment and the name and address of consignees, if known;
- (e) The methods and routes used by smugglers and names of ships, if any, in which the drugs have been shipped;

(f) The action taken by the Government in regard to the persons involved, particularly those possessing authorisations or licences and the penalties imposed.

(g) Any other information which would assist in the suppression of illicit traffic.

*Article 24.*

The present Convention shall supplement the Hague Convention of 1912 and the Geneva Convention of 1925 in the relations between the High Contracting Parties bound by at least one of these latter Conventions.

Present convention supplementary to previous conventions.  
Vol. 38, p. 1912.

*Article 25.*

If there should arise between the High Contracting Parties a dispute of any kind relating to the interpretation or application of the present Convention and if such dispute cannot be satisfactorily settled by diplomacy, it shall be settled in accordance with any applicable agreements in force between the Parties providing for the settlement of international disputes.

Settlement of disputes.

In case there is no such agreement in force between the Parties, the dispute shall be referred to arbitration or judicial settlement. In the absence of agreement on the choice of another tribunal, the dispute shall, at the request of any one of the Parties, be referred to the Permanent Court of International Justice, if all the Parties to the dispute are Parties to the Protocol of December 16th, 1920, relating to the Statute of that Court, and, if any of the Parties to the dispute is not a Party to the Protocol of December 16th, 1920, to an arbitral tribunal constituted in accordance with the Hague Convention of October 18th, 1907, for the Pacific Settlement of International Disputes.

Vol. 36, p. 2221.

*Article 26.*

Toute Haute Partie contractante pourra déclarer, au moment de la signature, de la ratification ou de l'adhésion, qu'en acceptant la présente Convention, elle n'assume aucune obligation pour l'ensemble ou une partie de ses colonies, protectorats, territoires d'outre-mer ou territoires placés sous sa souveraineté ou sous son mandat, et la présente Convention ne s'appliquera pas aux territoires mentionnés dans cette déclaration.

Toute Haute Partie contractante pourra ultérieurement donner, à tout moment, avis au Secrétaire général de la Société des Nations qu'elle désire que la présente Convention s'applique à l'ensemble ou à une partie de ses territoires qui auront fait l'objet d'une déclaration aux termes de l'alinéa précédent, et la présente Convention s'appliquera à tous les territoires mentionnés dans cet avis, comme dans le cas d'un pays ratifiant la Convention ou y adhérant.

Chacune des Hautes Parties contractantes pourra déclarer à tout moment, après l'expiration de la période de cinq ans prévue à l'article 32, qu'elle désire que la présente Convention cesse de s'appliquer à l'ensemble ou à une partie de ses colonies, protectorats, territoires d'outre-mer ou territoires placés sous sa souveraineté ou sous son mandat, et la Convention cessera de s'appliquer aux territoires mentionnés dans cette déclaration, comme s'il s'agissait d'une dénonciation faite conformément aux dispositions de l'article 32.

Le Secrétaire général communiquera à tous les Membres de la Société, ainsi qu'aux États non membres mentionnés à l'article 27, toutes les déclarations et tous les avis reçus aux termes du présent article.

*Article 27.*

La présente Convention, dont les textes français et anglais feront également foi, portera la date de ce jour et sera, jusqu'au 31 décembre 1931, ouverte à la signature au nom de tout Membre de la Société des Nations ou de tout État non membre qui s'est fait représenter à la Conférence qui a élaboré la présente Convention, ou auquel le Conseil de la Société des Nations aura communiqué copie de la présente Convention à cet effet.

*Article 28.*

La présente Convention sera ratifiée. Les instruments de ratification seront transmis au Secrétaire général de la Société des Nations, qui en notifiera le dépôt à tous les Membres de la Société ainsi qu'aux États non membres visés à l'article précédent.

*Article 29.*

À dater du 1<sup>er</sup> janvier 1932, tout Membre de la Société des Nations et tout État non membre visé à l'article 27 pourra adhérer à la présente Convention.

*Article 26.*

Any High Contracting Party may, at the time of signature, ratification, or accession, declare that, in accepting the present Convention, he does not assume any obligation in respect of all or any of his colonies, protectorates and overseas territories or territories under suzerainty or mandate, and the present Convention shall not apply to any territories named in such declaration.

Obligations of signatories over colonies, etc.

Any High Contracting Party may give notice to the Secretary-General of the League of Nations at any time subsequently that he desires that the Convention shall apply to all or any of his territories which have been made the subject of a declaration under the preceding paragraph, and the Convention shall apply to all territories named in such notice in the same manner as in the case of a country ratifying or acceding to the Convention.

Any High Contracting Party may, at any time after the expiration of the five-years period mentioned in Article 32, declare that he desires that the present Convention shall cease to apply to all or any of his colonies, protectorates and overseas territories or territories under suzerainty or mandate, and the Convention shall cease to apply to the territories named in such declaration as if it were a denunciation under the provisions of Article 32.

The Secretary-General shall communicate to all the Members of the League and to the non-member States mentioned in Article 27, all declarations and notices received in virtue of this Article.

*Article 27.*

The present Convention, of which the French and English texts shall both be authoritative, shall bear this day's date, and shall, until December 31st, 1931, be open for signature on behalf of any Member of the League of Nations, or of any non-member State which was represented at the Conference which drew up this Convention, or to which the Council of the League of Nations shall have communicated a copy of the Convention for this purpose.

Date; open for signature until December 31, 1931.

*Article 28.*

The present Convention shall be ratified. The instruments of ratification shall be transmitted to the Secretary-General of the League of Nations, who shall notify their receipt to all Members of the League and to the non-member States referred to in the preceding Article.

Ratification.

*Article 29.*

As from January 1st, 1932, the present Convention may be acceded to on behalf of any Member of the League of Nations or any non-member State mentioned in Article 27.

Accession of non-signatory powers.



Les instruments d'adhésion seront transmis au Secrétaire général de la Société des Nations, qui en notifiera le dépôt à tous les Membres de la Société ainsi qu'aux États non membres visés audit article.

*Article 30.*

La présente Convention entrera en vigueur quatre-vingt-dix jours après que le Secrétaire général de la Société des Nations aura reçu les ratifications ou les adhésions de vingt-cinq Membres de la Société des Nations ou États non membres, y compris quatre États parmi les suivants:

Allemagne, États-Unis d'Amérique, France, Royaume-Uni de Grande-Bretagne et d'Irlande du Nord, Japon, Pays-Bas, Suisse, Turquie.

Les dispositions autres que les articles 2 à 5 ne deviendront toutefois applicable que le 1<sup>er</sup> janvier de la première année pour laquelle les évaluations seront fournies, conformément aux articles 2 à 5.

*Article 31.*

Les ratifications ou adhésions déposées après la date de l'entrée en vigueur de la présente Convention prendront effet à l'expiration d'un délai de quatre-vingt-dix jours à partir du jour de leur réception par le Secrétaire général de la Société des Nations.

*Article 32.*

A l'expiration d'un délai de cinq ans à partir de l'entrée en vigueur de la présente Convention, celle-ci pourra être dénoncée par un instrument écrit déposé auprès du Secrétaire général de la Société des Nations. Cette dénonciation, si elle est reçue par le Secrétaire général le 1<sup>er</sup> juillet d'une année quelconque ou antérieurement à cette date, prendra effet le 1<sup>er</sup> janvier de l'année suivante, et, si elle est reçue après le 1<sup>er</sup> juillet, elle prendra effet comme si elle avait été reçue le 1<sup>er</sup> juillet de l'année suivante ou antérieurement à cette date. Chaque dénonciation ne sera opérante que pour le Membre de la Société des Nations ou l'État non membre au nom duquel elle aura été déposée.

Le Secrétaire général notifiera à tous les Membres de la Société et aux États non membres mentionnés à l'article 27 les dénonciations ainsi reçues.

Si, par suite de dénonciations simultanées ou successives, le nombre des Membres de la Société des Nations et des États non membres qui sont liés par la présente Convention se trouve ramené à moins de vingt-cinq, la Convention cessera d'être en vigueur à partir de la date à laquelle la dernière de ces dénonciations prendra effet, conformément aux dispositions du présent article.

The instruments of accession shall be transmitted to the Secretary-General of the League of Nations, who shall notify their receipt to all the Members of the League and to the non-member States mentioned in that Article.

*Article 30.*

The present Convention shall come into force ninety days after the Secretary-General of the League of Nations has received the ratifications or accessions of twenty-five Members of the League of Nations or non-member States, including any four of the following:

Effective dates.

France, Germany, United Kingdom of Great Britain and Northern Ireland, Japan, Netherlands, Switzerland, Turkey, and the United States of America.

Provided always that the provisions of the Convention other than Articles 2 to 5 shall only be applicable from the first of January in the first year in respect of which estimates are furnished in conformity with Articles 2 to 5.

*Article 31.*

Ratifications or accessions received after the date of the coming into force of this Convention shall take effect as from the expiration of the period of ninety days from the date of their receipt by the Secretary-General of the League of Nations.

Ratifications received after Convention in force.

*Article 32.*

After the expiration of five years from the date of the coming into force of this Convention, the Convention may be denounced by an instrument in writing, deposited with the Secretary-General of the League of Nations. The denunciation, if received by the Secretary-General on or before the first day of July in any year, shall take effect on the first day of January in the succeeding year, and, if received after the first day of July, shall take effect as if it had been received on or before the first day of July in the succeeding year. Each denunciation shall operate only as regards the Member of the League or non-member State on whose behalf it has been deposited.

Denunciation.

The Secretary-General shall notify all the Members of the League and the non-member States mentioned in Article 27 of any denunciations received.

If, as a result of simultaneous or successive denunciations, the number of Members of the League and non-member States bound by the present Convention is reduced to less than twenty-five, the Convention shall cease to be in force as from the date on which the last of such denunciations shall take effect in accordance with the provisions of this Article.

*Article 33.*

Une demande de revision de la présente Convention pourra être formulée en tout temps par tout Membre de la Société des Nations ou Etat non membre lié par la Convention, par voie de notification adressée au Secrétaire général de la Société des Nations. Cette notification sera communiquée par le Secrétaire général à tous les autres Membres de la Société des Nations et Etats non membres ainsi liés, et, si elle est appuyée par un tiers au moins d'entre elles, les Hautes Parties contractantes s'engagent à se réunir en une conférence aux fins de revision de la Convention.

*Article 34.*

La présente Convention sera enregistrée par le Secrétaire général de la Société des Nations le jour de l'entrée en vigueur de la Convention.

*Article 33.*

A request for the revision of the present Convention may at any time be made by any Member of the League of Nations or non-member State bound by this Convention by means of a notice addressed to the Secretary-General of the League of Nations. Such notice shall be communicated by the Secretary-General to the other Members of the League of Nations or non-member States bound by this Convention, and, if endorsed by not less than one-third of them, the High Contracting Parties agree to meet for the purpose of revising the Convention.

Request for revision.

*Article 34.*

The present Convention shall be registered by the Secretary-General of the League of Nations on the day of its entry into force.

Registry, on entry  
into force.

Signatures.

EN FOI DE QUOI les plénipotentiaires susmentionnés ont signé la présente Convention.

FAIT à Genève, le treize juillet mil neuf cent trente et un, en un seul exemplaire, qui sera déposé dans les archives du Secrétariat de la Société des Nations, et dont les copies certifiées conformes seront remises à tous les Membres de la Société des Nations et aux États non membres mentionnés à l'article 27.

IN FAITH WHEREOF the above-mentioned Plenipotentiaries have signed the present Convention.

DONE at Geneva the thirteenth day of July, one thousand nine hundred and thirty-one, in a single copy, which shall remain deposited in the archives of the Secretariat of the League of Nations, and certified true copies of which shall be delivered to all the Members of the League and to the non-member States referred to in Article 27.

ALLEMAGNE

GERMANY

Freiherr von RHEINBABEN  
Dr. KAHLER

ÉTATS-UNIS D'AMÉRIQUE

UNITED STATES OF AMERICA

John K. CALDWELL  
Harry J. ANSLIGER  
Walter Lewis TREADWAY.  
Sanborn YOUNG.

Reservation by the  
United States of Amer-  
ica.

(1) The Government of the United States of America reserves the right to impose, for purpose of internal control and control of import into and export from territory under its jurisdiction, of opium, coca leaves, all of their derivatives and similar substances produced by synthetic process, measures stricter than the provisions of the Convention.

(2) The Government of the United States of America reserves the right to impose, for purposes of controlling transit through its territories of raw opium, coca leaves, all of their derivatives and similar substances produced by synthetic process, measures by which the production of an import permit issued by the country of destination may be made a condition precedent to the granting of permission for transit through its territory.

(3) The Government of the United States of America finds it impracticable to undertake to send statistics of import and export to the Permanent Central Opium Board short of sixty days after the close of the three-months' period to which such statistics refer.

(4) The Government of the United States of America finds it impracticable to undertake to state separately amounts of drugs purchased or imported for Government purposes.

(5) Plenipotentiaries of the United States of America formally declare that the signing of the Convention for Limiting the Manufacture and Regulating the Distribution of Narcotic Drugs by them on the part of the United States of America on this date is not to be construed to mean that the Government of the United States of America recognises a regime or entity which signs or accedes to the Convention as the Government of a country when that regime or entity is not recognised by the Government of the United States of America as the Government of that country.

(6) The plenipotentiaries of the United States of America further declare that the participation of the United States of America in the Convention for limiting the manufacture of and regulating the distribution of narcotic drugs, signed on this date, does not involve any contractual obligation on the part of the United States of America to a country represented by a regime or entity which the Government of the United States of America does not recognise as the Government

of that country until such country has a Government recognised by the Government of the United States of America.<sup>1</sup>

J. K. C.  
H. J. A.  
W. L. T.  
S. Y.

RÉPUBLIQUE ARGENTINE

ARGENTINE REPUBLIC

Signatures—Contd.

*Ad referendum.*  
Fernando PEREZ

AUTRICHE

AUSTRIA

E. PFLÜGL  
D<sup>r</sup> Bruno SCHULTZ

BELGIQUE

BELGIUM

D<sup>r</sup> F. DE MYTTENAERE

BOLIVIE

BOLIVIA

M. CUELLAR

BRÉSIL

BRAZIL

Raul DO RIO BRANCO

GRANDE-BRETAGNE  
ET IRLANDE DU NORD

GREAT BRITAIN  
AND NORTHERN IRELAND

ainsi que toutes parties de l'Empire britannique non Membres séparés de la Société des Nations and all parts of the British Empire which are not separate Members of the League of Nations.

Malcolm DELEIVINGNE

CANADA

CANADA

C. H. L. SHARMAN  
W. A. RIDDELL

<sup>1</sup> Traduction par le Secrétariat de la Société des Nations.

(1) Le Gouvernement des Etats-Unis d'Amérique se réserve le droit d'appliquer, en vue de l'exercice d'un contrôle intérieur et d'un contrôle des importations et des exportations d'opium, de feuilles de coca et de tous leurs dérivés, et de produits synthétiques analogues, effectués par les territoires placés sous sa juridiction, des mesures plus strictes que les dispositions de la Convention.

(2) Le Gouvernement des Etats-Unis d'Amérique se réserve le droit d'appliquer, en vue de l'exercice d'un contrôle sur le transit à travers ses territoires de l'opium brut, des feuilles de coca, de tous leurs dérivés et des produits synthétiques analogues, des mesures en vertu desquelles l'octroi d'une autorisation de transit à travers son territoire pourra être subordonné à la production d'un permis d'importation délivré par le pays de destination.

(3) Le Gouvernement des Etats-Unis d'Amérique ne voit pas la possibilité de s'engager à envoyer au Comité central permanent de l'opium des statistiques des importations et des exportations avant un délai de soixante jours à dater de la fin de la période de trois mois à laquelle se rapportent ces statistiques.

(4) Le Gouvernement des Etats-Unis d'Amérique ne voit pas la possibilité de s'engager à indiquer séparément les quantités de stupéfiants achetées ou importées pour les besoins de l'Etat.

(5) Les plénipotentiaires des Etats-Unis d'Amérique déclarent formellement que le fait qu'ils ont signé ce jour, pour le compte des Etats-Unis d'Amérique, la Convention pour la limitation de la fabrication et la réglementation de la distribution des stupéfiants, ne doit pas être interprété comme signifiant que le Gouvernement des Etats-Unis d'Amérique reconnaît un régime ou une entité qui signe la Convention ou y accède comme constituant le gouvernement d'un pays, lorsque ce régime ou cette entité n'est pas reconnue par le Gouvernement des Etats-Unis d'Amérique comme constituant le gouvernement de ce pays.

(6) Les plénipotentiaires des Etats-Unis d'Amérique déclarent, en outre, que la participation des Etats-Unis d'Amérique à la Convention pour la limitation de la fabrication et la réglementation de la distribution des stupéfiants, signée ce jour, n'implique aucune obligation contractuelle de la part des Etats-Unis d'Amérique à l'égard d'un pays représenté par un régime ou une entité que le Gouvernement des Etats-Unis d'Amérique ne reconnaît pas comme constituant le gouvernement de ce pays, tant que ce pays n'a pas un gouvernement reconnu par le Gouvernement des Etats-Unis d'Amérique.

Signatures—Contd.	INDE		INDIA
		R. P. PARANJPYE	
	CHILI		CHILE
		Enrique J. GAJARDO V.	
	COSTA-RICA		COSTA RICA
		Viriato FIGUEREDO LORA.	
	CUBA		CUBA
		G. DE BLANCK	
		D <sup>r</sup> B. PRIMELLES	
	DANEMARK		DENMARK
		Gustav RASMUSSEN	
	VILLE LIBRE DE DANTZIG		FREE CITY OF DANZIG
		F. SOKAL	
	RÉPUBLIQUE DOMINICAINE		DOMINICAN REPUBLIC
		Ch. ACKERMANN	
	ÉGYPTE		EGYPT
		T. W. RUSSELL	
	ESPAGNE		SPAIN
		Julio CASARES	
	ÉTHIOPIE		ABYSSINIA
		C <sup>te</sup> LAGARDE DUC d'ENTOTTO	
Reservation by France.	FRANCE		FRANCE
	Le Gouvernement français fait toutes ses réserves en ce qui concerne les colonies, protectorats et pays sous mandat dépendant de son autorité, sur la possibilité de produire régulièrement dans le délai strictement imparti les statistiques trimestrielles visées par l'article 13. <sup>1</sup>		
	GRÈCE		GREECE
		G. BOURGOIS	
		R. RAPHAËL	
	GUATÉMALA		GUATEMALA
		Luis MARTÍNEZ MONT.	
	HEDJAZ, NEDJED ET DÉPENDANCES		HEJAZ, NEJD AND DEPENDENCIES
		HAFIZ WAHBA	
	ITALIE		ITALY
		CAVAZZONI Stefano	
	JAPON		JAPAN
		S. SAWADA	
		S. OHDACHI	
	LIBÉRIA		LIBERIA
		D <sup>r</sup> A. SOTTILE	
	Sous réserve de ratification du Sénat de la République de Libéria. <sup>2</sup>		
	LITHUANIE		LITHUANIA
		ZAUNIUS.	

<sup>1</sup> Translation by the Secretariat of the League of Nations:

The French Government makes every reservation, with regard to the Colonies, Protectorates and Mandated Territories under its authority, as to the possibility of regularly producing the quarterly statistics referred to in Article 13 within the strict time-limit laid down.

<sup>2</sup> Traduction par le Secrétariat de la Société des Nations.

Subject to ratification by the Senate of the Republic of Liberia.

LUXEMBOURG		LUXEMBURG	Signatures—Contd.
	Ch. G. VERMAIRE		
MEXIQUE		MEXICO	
	S. MARTÍNEZ DE ALVA		
MONACO		MONACO	
	C. HENTSCH.		
PANAMA		PANAMA	
	D <sup>r</sup> Ernesto HOFFMANN.		
PARAGUAY		PARAGUAY	
	R. V. CABALLERO DE BEDOYA		
PAYS-BAS		THE NETHERLANDS	
	v. WETTUM		
PERSE		PERSIA	
	A. SEPAHBODY		
POLOGNE		POLAND	
	CHODŹKO		
PORTUGAL		PORTUGAL	
	Augusto DE VASCONCELLOS		
	A. M. FERRAZ DE ANDRADE		
ROUMANIE		ROUMANIA	
	C. ANTONIADE		
SAINT-MARIN		SAN MARINO	
	FERRI Charles Emile		
SIAM		SIAM	Reservation by Siam.
	DAMRAS		
	As our Harmful Habit-forming Drugs Law goes beyond the provisions of the Geneva Convention and the present Convention on certain points, my Government reserves the right to apply our existing law. <sup>1</sup>		
SUÈDE		SWEDEN	
	K. I. WESTMAN		
SUISSE		SWITZERLAND	
	Paul DINICHERT		
	D <sup>r</sup> H. CARRIÈRE		
TCHÉCOSLOVAQUIE		CZECHOSLOVAKIA	
	Zd. FIERLINGER		
URUGUAY		URUGUAY	
	Alfredo DE CASTRO		
VENEZUELA		VENEZUELA	
	<i>Ad referendum</i>		
	L. G. CHACÍN ITRIAGO		

Copie certifiée conforme.

Certified true copy.

Pour le Secrétaire général:

For the Secretary-General:

J. A BUERO

*Conseiller juridique du Secrétariat.*

*Legal Adviser of the Secretariat.*

<sup>1</sup> Traduction par le Secrétariat de la Société des Nations.

Etant donné que la loi siamoise relative aux drogues donnant lieu à une toxicomanie va plus loin que la Convention de Genève et que la présente Convention, en ce qui concerne certains points, mon gouvernement se réserve le droit d'appliquer la loi en question.



### PROTOCOLE DE SIGNATURE

I. En signant la Convention pour limiter la fabrication et régler la distribution des stupéfiants en date de ce jour, les Plénipotentiaires soussignés, dûment autorisés à cet effet, et au nom de leurs gouvernements respectifs, déclarent être convenus de ce qui suit:

Si, à la date du 13 juillet 1933, ladite Convention n'est pas entrée en vigueur conformément aux dispositions de l'article 30, le Secrétaire général de la Société des Nations soumettra la situation au Conseil de la Société des Nations, qui pourra, soit convoquer une nouvelle conférence de tous les Membres de la Société des Nations et Etats non membres au nom desquels la Convention aura été signée ou des ratifications ou des adhésions auront été déposées, en vue d'examiner la situation, soit prendre les mesures qu'il considérerait comme nécessaires. Le gouvernement de chaque Membre de la Société des Nations ou Etat non membre signataire ou adhérent s'engage à se faire représenter à toute conférence ainsi convoquée.

II. Le Gouvernement du Japon a fait la réserve exprimée ci-dessous, qui est acceptée par les autres Hautes Parties contractantes:

La morphine brute produite au cours de la fabrication de l'opium à fumer dans la fabrique du Gouvernement général de Formose et tenue en stock par ce gouvernement, ne sera pas soumise aux mesures de limitation prévues à la présente Convention.

Il ne sera retiré de temps à autre de ces stocks de morphine brute que les quantités qui pourront être requises pour la fabrication de la morphine raffinée dans les fabriques munies d'une licence par le Gouvernement japonais conformément aux dispositions de la présente Convention.

### PROTOCOL OF SIGNATURE

Protocol of signature.

I. When signing the Convention for limiting the manufacture and regulating the distribution of narcotic drugs dated this day, the undersigned Plenipotentiaries, duly authorised to that effect and in the name of their respective Governments, declare to have agreed as follows:

If, on July 13th, 1933, the said Convention is not in accordance with the provisions of Article 30, the Secretary-General of the League of Nations shall bring the situation to the attention of the Council of the League of Nations, which may either convene a new Conference of all the Members of the League and non-member States on whose behalf the Convention has been signed or ratifications or accessions deposited, to consider the situation, or take such measures as it considers necessary. The Government of every signatory or acceding Member of the League of Nations or non-member State undertakes to be present at any Conference so convened.

Action, if signatures not obtained.  
*Ante*, p. 1581.

II. The Japanese Government made the following reservation, which is accepted by the other High Contracting Parties:

Reservation by Japan.

Crude morphine resulting from the manufacture of prepared opium in the factory of the Government-General of Formosa and held in stock by that Government shall not be subjected to the limitation measures provided for in this Convention.

Such stocks of crude morphine will only be released from time to time in such quantities as may be required for the manufacture of refined morphine in factories licensed by the Japanese Government in accordance with the provisions of the present Convention.

EN FOI DE QUOI les soussignés ont apposé leur signature au bas du présent protocole.

FAIT à Genève, le treize juillet mil neuf cent trente et un, en simple expédition qui sera déposée dans les archives du Secrétariat de la Société des Nations; copie conforme en sera transmise à tous les Membres de la Société des Nations et à tous les Etats non membres représentés à la Conférence.

IN FAITH WHEREOF the undersigned have affixed their signatures to this Protocol.

DONE at Geneva, the thirteenth day of July, one thousand nine hundred and thirty-one, in a single copy, which will remain deposited in the archives of the Secretariat of the League of Nations; certified true copies will be transmitted to all Members of the League of Nations and to all non-member States represented at the Conference.

Signatures.

ALLEMAGNE	Freiherr VON RHEINBABEN Dr. KAHLER	GERMANY
ÉTATS-UNIS D'AMÉRIQUE	John K. CALDWELL. Harry J. ANSLINGER Walter Lewis TREADWAY. Sanborn YOUNG.	UNITED STATES OF AMERICA
RÉPUBLIQUE ARGENTINE	<i>Ad referendum</i> Fernando PEREZ.	ARGENTINE REPUBLIC
AUTRICHE	D <sup>r</sup> E. PFLÜGL D <sup>r</sup> Bruno SCHULTZ	AUSTRIA
BELGIQUE	D <sup>r</sup> F. DE MYTTENAERE	BELGIUM
BOLIVIE	M. CUELLAR	BOLIVIA
BRÉSIL	Raul DO RIO BRANCO	BRAZIL
GRANDE-BRETAGNE ET IRLANDE DU NORD	and all parts of the British Empire which are not separate Members of the League of Nations.	GREAT BRITAIN AND NORTHERN IRELAND
CANADA	Malcolm DELEIVINGNE C. H. L. SHARMAN. W. A. RIDDELL	CANADA
INDE	R. P. PARANJPYE	INDIA

CHILI	Enrique J. GAJARDO V.	CHILE	Signatures—Contd.
COSTA-RICA	Viriato FIGUEREDO LORA.	COSTA RICA	
CUBA	G. DE BLANCK Dr. B. PRIMELLES.	CUBA	
DANEMARK	Gustav RASMUSSEN.	DENMARK	
VILLE LIBRE DE DANTZIG	F. SOKAL	FREE CITY OF DANZIG	
RÉPUBLIQUE DOMINICAINE	Ch. ACKERMANN	DOMINICAN REPUBLIC	
EGYPTE	T. W. RUSSELL	EGYPT	
ESPAGNE	Julio CASARES	SPAIN	
ÉTHIOPIE	C <sup>te</sup> LAGARDE duc d'ENTOTTO	ABYSSINIA	
FRANCE	G. BOURGOIS	FRANCE	
GRÈCE	R. RAPHAËL	GREECE	
GUATÉMALA	Luis MARTÍNEZ MONT.	GUATEMALA	
HEDJAZ, NEDJED ET DÉPENDANCES	HAFIZ WAHBA	HEJAZ, NEJD AND DEPENDENCIES	
ITALIE	CAVAZZONI Stefano	ITALY	
JAPON	S. SAWADA S. OHDACHI	JAPAN	
LITHUANIE	J. SAKALAUSKAS	LITHUANIA	
LUXEMBOURG	Ch. G. VERMAIRE	LUXEMBURG	
MEXIQUE	S. MARTÍNEZ DE ALVA	MEXICO	
MONACO	C. HENTSCH.	MONACO	

Signatures—Contd.

PANAMA	Dr. Ernesto HOFFMANN.	PANAMA
PARAGUAY	R. V. CABALLERO DE BEDOYA	PARAGUAY
PAYS-BAS	THE NETHERLANDS	
	My signature is subject to the reserve made by me on § 2 of Article 22 in the morning meeting of July 12th, 1931. <sup>1</sup>	
	v. WETTUM	
PERSE	A. SEPAHBODY	PERSIA
POLOGNE	CHODŹKO	POLAND
PORTUGAL	Augusto DE VASCONCELLOS A. M. FERRAZ DE ANDRADE	PORTUGAL
ROUMANIE	C. ANTONIADE.	ROUMANIA
SAINT-MARIN	FERRI Charles Emile	SAN MARINO
SIAM	DAMRAS	SIAM
SUÈDE	K. J. WESTMAN	SWEDEN
SUISSE	Paul DINICHERT D <sup>r</sup> H. CARRIÈRE	SWITZERLAND
URUGUAY	Alfredo DE CASTRO	URUGUAY
VENEZUELA	<i>Ad referendum</i> L. G. CHACÍN ITRIAGO	VENEZUELA

Copie certifiée conforme.

Certified true copy.

Pour le Secrétaire général:

For the Secretary-General:

J. A. BUERO

*Conseiller juridique  
du Secrétariat.**Legal Adviser of the  
Secretariat.*<sup>1</sup> Traduction du Secrétariat de la Société des Nations:

Ma signature est subordonnée à la réserve faite par moi relativement au paragraphe 2 de l'article 22, à la séance du matin du 12 juillet 1931.

AND WHEREAS the ratifications or accessions required under Article 30 of the said convention for the entry into force thereof, including the ratification by the United States of America, were received by the Secretary General of the League of Nations on or before April 10, 1933,<sup>1</sup> and that fact was notified to the Government of the United States of America by the Secretary General, the said convention under the terms of the said article, entered into force on the ninetieth day after April 10, 1933, namely, on July 9, 1933.

Ratifications, etc.  
*Ante*, p. 1581.

NOW, THEREFORE, be it known that I, Franklin D. Roosevelt, President of the United States of America, have caused the said Convention to be made public to the end that the same and every article and clause thereof may be observed and fulfilled with good faith by the United States of America and the citizens thereof, subject to the reservations declared by the Plenipotentiaries of the United States of America at the time of signature of the said Convention, and included in the instrument of ratification thereof by the United States of America.

Proclamation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the seal of the United States of America to be affixed.

DONE at the city of Washington this tenth day of July in the year of our Lord one thousand nine hundred and thirty-three [SEAL] and of the Independence of the United States of America the one hundred and fifty-eighth.

FRANKLIN D ROOSEVELT

By the President:

WILLIAM PHILLIPS

*Acting Secretary of State.*

<sup>1</sup> The following ratifications and accessions were received by the Secretary General of the League of Nations on or before Apr. 10, 1933:

*Ratifications.*—United States of America, Belgium, Canada, Chile, Costa Rica, Cuba, Dominican Republic, Egypt, France, Germany, Great Britain, India, Italy, Lithuania, Mexico, Monaco, Persia, Portugal, Spain, Sweden, Switzerland, and Uruguay.

*Accessions.*—Brazil, Bulgaria, El Salvador, Hungary, Nicaragua, Peru, Sudan, and Turkey.

Other ratifications and accessions were received by the Secretary General as follows:

*Ratifications.*—Czechoslovakia, Apr. 12, 1933; Free City of Danzig, Apr. 18, 1933; Guatemala, May 1, 1933; the Netherlands (including the Netherlands Indies, Surinam, and Curaçao), May 22, 1933; Poland, Apr. 11, 1933; Rumania, Apr. 11, 1933; and San Marino, June 12, 1933.

*Accessions.*—Haiti, May 4, 1933, and the Irish Free State, Apr. 11, 1933.

*Parcel post agreement between the United States of America and the Hellenic Republic with regulations of execution. Signed at Athens, July 14, 1933; at Washington, August 1, 1933; approved by the President, August 8, 1933.*

Arrangement  
entre  
la République Hellénique  
et  
les États-Unis d'Amérique  
concernant  
l'Échange des Colis Postaux

Agreement  
between  
the Hellenic Republic  
and  
the United States of America  
concerning  
the Exchange of Parcel Post

Parcel post agree-  
ment with the Hellenic  
Republic.  
Preamble.

Les soussignés, munis des pleins-pouvoirs de leurs Gouvernements respectifs ont, d'un commun accord et sous réserve de ratification par l'autorité supérieure compétente, arrêté l'Arrangement suivant:

The undersigned, provided with full powers by their respective Governments, have, by common consent and subject to ratification by the competent superior authorities, drawn up the following Agreement:

## ARTICLE I

## ARTICLE I

Object.

*Objet de l'Arrangement.**Object of the Agreement.*

Territory embraced.

1. Entre les États-Unis d'Amérique (y compris l'Alaska, Puerto Rico, les Îles Vierges, Guam, Samoa et Hawaï), d'une part, et la République Hellénique, d'autre part, il peut être échangé, sous la dénomination de colis postaux, des envois jusqu'à concurrence de 22 livres (10 kilogrammes), et des dimensions maxima suivantes:

1. Between the United States of America (including Alaska, Puerto Rico, the Virgin Islands, Guam, Samoa, and Hawaii), on one hand, and the Hellenic Republic, on the other hand, there may be exchanged under the denomination of parcel post, parcels up to the weight limit of 22 pounds (10 kilograms), and the following maximum dimensions:

Maximum weight of parcels.

Size.

Longueur maximum de 4 pieds (120 cm.), à condition que les colis de plus de 42 pouces (105 cm.), mais ne dépassant pas 44 pouces (110 cm.) de longueur, n'excèdent pas 24 pouces (60 cm.) de pourtour; les colis de plus de 44 pouces (110 cm.), mais ne dépassant pas 46 pouces (115 cm.) de longueur, n'excèdent pas 20 pouces (50 cm.) de pourtour; les colis dépassant 46 pouces (115 cm.), jusqu'à 4 pieds (120 cm.) de longueur, n'excèdent pas 16 pouces (40 cm.) de pourtour; les colis jusqu'à 3½ pieds (105 cm.) de longueur n'excèdent pas 6 pieds de longueur et pourtour ensemble.

Greatest length 4 feet (120 cm.), on condition that parcels over 42 inches (105 cm.) but not over 44 inches (110 cm.) long do not exceed 24 inches (60 cm.) in girth; that parcels over 44 inches (110 cm.) but not over 46 inches (115 cm.) long do not exceed 20 inches (50 cm.) in girth; that parcels over 46 inches (115 cm.) but not over 4 feet (120 cm.) long do not exceed 16 inches (40 cm.) in girth; and that parcels up to 3½ feet (105 cm.) in length do not exceed 6 feet (180 cm.) in length and girth combined.

2. Les limites de poids et de dimensions précitées peuvent être modifiées d'un commun accord par voie de correspondance.

2. The above-mentioned weight limits and maximum dimensions may be changed by an agreement made by correspondence.

ARTICLE II

*Colis en Transit*

1. Chaque Administration garantit la liberté de transit sur son territoire, dans les relations avec les pays avec lesquels elle entretient un échange de colis, pour tout colis originaire ou à destination de l'autre Administration contractante.

1. Each Administration guarantees liberty of transit over its territory, in relations with countries with which it maintains an exchange of parcels, for every parcel originating in or destined for the other contracting Administration.

2. Les Administrations se notifient la nomenclature des pays à destination desquels elles acceptent des colis en transit.

2. The Administrations notify each other as to the countries of destination for which they accept parcels in transit.

3. Pour être acceptés au transit, les colis doivent être conformes aux prescriptions du pays intermédiaire.

3. To be accepted in transit, parcels must be in conformity with the provisions of the intermediate country.

ARTICLE III

*Affranchissement. Taxes.*

1. L'Administration du pays d'origine est autorisée à percevoir sur l'expéditeur de chaque colis, suivant les prescriptions en vigueur dans son service, les taxes de transport, les taxes à la valeur, ainsi que les droits pour les avis de réception et les recherches.

1. The Administration of the country of origin is authorized to collect from the sender of each parcel, in accordance with the provisions in force in its service, the postage charges and insurance fees, as well as the fees for return receipts and inquiries.

2. Les taxes et droits prévus au Paragraphe 1 doivent être payés d'avance, sauf en cas de réexpédition ou de renvoi des colis.

2. The charges and fees provided for in Section 1 must be paid in advance, save in case of reforwarding or return of parcels.

3. Il ne peut être perçu aucun droit et aucune taxe autres que ceux prévus par le présent Arrangement ou par son Règlement d'Exécution.

3. No fee or postage charge other than those provided for by the present Agreement or its Regulations of Execution may be collected.

ARTICLE IV

*Conditionnement des Colis.*

Chaque colis doit être emballé d'une manière qui répond à la durée du transport et qui préserve le contenu, ainsi qu'il est prescrit par le Règlement d'Exécution.

ARTICLE IV

*Preparation of Parcels.*

Every parcel shall be packed in a manner adequate for the length of the journey and the protection of the contents as set forth in the Regulations of Execution.

Transit parcels.

Rights guaranteed.

Notice.

Other requirements.

Postage, etc.

Collecting, from sender.

Prepayment.

Restriction.

Preparing parcels.

Packing requirements.



## ARTICLE V

*Interdictions.*

Prohibitions.

1. Il est interdit d'insérer dans les colis postaux:

Letters, etc.

a) des communications ou des notes ayant le caractère de lettres. Il est cependant permis d'insérer dans l'envoi la facture ouverte réduite à ses énonciations constitutives, de même qu'une simple copie de l'adresse du colis, avec mention de l'adresse de l'expéditeur.

Article with different address.

b) un objet portant une adresse autre que celle du destinataire de l'envoi;

Live animals.

c) des animaux vivants, à l'exception des sangsues;

Nonadmissible.

d) des objets dont l'admission est interdite par les lois ou règlements de douane ou autres de l'un ou l'autre des pays;

Explosives.

e) des matières explosibles ou inflammables, et, d'une manière générale, des objets dont le transport est dangereux; y compris les objets qui, par leur nature ou par leur emballage, peuvent constituer une source de danger pour les employés de la poste, ou salir ou endommager des autres colis.

Obscene, etc., articles.

f) Les objets obscènes ou immoraux.

Erroneously handled, etc.

2. Si des colis tombant sous l'une de ces interdictions ont été admis à tort à l'expédition, l'Administration qui en fait la constatation les traite suivant sa législation et ses règlements intérieurs.

Les matières explosives ou inflammables, ainsi que les documents, portraits, ou autres objets portant atteinte aux bonnes moeurs du public, peuvent être détruites sur place par l'Administration qui les a trouvées dans les courriers.

Parcel containing a letter.

Le fait qu'un colis contient une lettre ou une communication ayant le caractère d'une lettre ne peut en aucun cas entraîner le retour à l'expéditeur d'un colis. La lettre est toutefois taxée en vue de la perception du destinataire de l'affranchissement dû, selon le tarif régulier.

## ARTICLE V

*Prohibitions.*

1. It is forbidden to inclose in parcels:

a) Communications or notes having the character of letters. It is permissible, however, to enclose in the parcel the open invoice reduced to its essential features, as well as a simple copy of the address of the parcel with mention of the address of the sender.

b) An article bearing an address other than that of the addressee of the parcel.

c) Live animals, except leeches.

d) Articles whose admission is forbidden by the customs or other laws or regulations of either country.

e) Explosive or inflammable articles, and, in general, all articles whose transportation is dangerous, including articles which from their nature or packing may be a source of danger to postal employees, or may soil or damage other parcels.

f) Obscene or immoral articles.

2. If parcels coming under one of these prohibitions have been wrongly accepted for mailing, the Administration detecting them treats them in accordance with its domestic laws and regulations.

Explosive or inflammable articles, as well as documents, pictures or other articles injurious to public morals, may be destroyed on the spot by the Administration which has found them in the mails.

The fact that a parcel contains a letter or a communication having the nature of a letter may not in any case entail the return of the parcel to the sender. The letter is, however, marked for the collection of postage due from the addressee at the regular rate.

3. Les deux Administrations se communiquent, au moyen de la "Liste des Objets Interdits" publiée par le Bureau International de l'Union Postale Universelle, la nomenclature de tous les objets interdits. Toutefois, elles n'assument de ce chef aucune responsabilité envers les organes de la douane ou de la police ou envers l'expéditeur.

3. The two Administrations advise each other, by means of the List of Prohibited Articles published by the International Bureau of the Universal Postal Union, of all prohibited articles. However, they do not assume, on that account, any responsibility toward the customs or police authorities or the sender.

List of prohibited articles to be published.

ARTICLE VI.

*Assurance.*

Les colis peuvent être assurés jusqu'au montant de 500 francs-or ou l'équivalent en monnaie du pays d'origine. Cependant, les Chefs des Administrations Postales des deux pays contractants peuvent, d'un commun accord, augmenter ou diminuer ce montant maximum d'assurance.

Un colis ne peut donner lieu au paiement d'une indemnité supérieure à la valeur réelle de son contenu, mais il est loisible de l'assurer pour une partie de cette valeur seulement.

ARTICLE VII.

*Responsabilité. Indemnité.*

1. Les Administrations Postales des deux pays contractants ne seront pas responsables de la perte, de l'abstraction ou du dommage d'un colis ordinaire; mais l'une ou l'autre des Administrations est libre de payer indemnité pour la perte, l'abstraction ou le dommage qui ait eu lieu dans son service, sans recours contre l'autre Administration.

Sauf dans les cas mentionnés au paragraphe suivant, les Administrations sont responsables de la perte des colis assurés déposés dans l'un des deux pays contractants pour être livrés dans l'autre, et pour la perte, l'abstraction ou le dommage de leur contenu ou une partie de tel contenu. L'expéditeur ou un autre ayant-droit a le droit, de ce chef, à une indemnité qui corresponde au montant réel de la perte, de l'abstraction ou du dommage. Le montant de l'indemnité est calculé sur la

ARTICLE VI.

*Insurance.*

Parcels may be insured up to the amount of 500 gold francs or its equivalent in the currency of the country of origin. However, the Chiefs of the Postal Administrations of the two contracting countries may, by mutual consent, increase or decrease this maximum amount of insurance.

A parcel cannot give rise to the payment of an indemnity higher than the actual value of its contents, but it is permissible to insure it for only part of that value.

ARTICLE VII.

*Responsibility. Indemnity.*

1. The Postal Administrations of the two contracting countries will not be responsible for the loss, abstraction or damage of an ordinary parcel; but either Administration is at liberty to pay indemnity for the loss, abstraction or damage which may occur in its service, without recourse to the other Administration.

Except in the cases mentioned in the Section following, the Administrations are responsible for the loss of insured parcels mailed in one of the two contracting countries for delivery in the other and for the loss, abstraction of or damage to their contents, or a part thereof. The sender, or other rightful claimant, is entitled on this account to an indemnity corresponding to the actual amount of the loss, abstraction or damage. The amount of indemnity is calcu-

Insurance.

Maximum amount.

Limitation.

Responsibility, etc.

No indemnity for loss of ordinary parcel.

Allowance to sender.

Basis.

ase de la valeur réelle (le prix courant, ou, à son défaut, la valeur ordinaire appréciée) au lieu et à l'époque où le colis a été accepté au transport; pourvu que l'indemnité ne puisse en aucun cas être supérieure à la somme pour laquelle le colis a été assuré, sur laquelle la taxe à la valeur a été perçue, ni au maximum de 100 dollars (500 francs-or).

Restriction.

Postage reimbursement on lost parcel.

Dans le cas où l'indemnité est payable pour la perte d'un colis ou pour la destruction ou abstraction de son contenu entier, l'expéditeur a le droit à la restitution des taxes postales, sur demande. Toutefois, les droits d'assurance ne sont remboursés dans aucun cas.

Parcel originating in a country not a party hereto.

Sauf arrangement spécial contraire entre les pays intéressés, aucune indemnité ne sera payée par l'un ou l'autre des pays pour la perte de colis assurés en transit originaires d'un pays qui ne participe pas à cet Arrangement, à destination de l'un des deux pays contractants.

Parcels forwarded to a third country.

Lorsqu'un colis avec valeur déclarée provenant d'un pays et destiné à être remis dans l'autre pays est réexpédié de là sur un tiers pays ou y est renvoyé à la demande de l'expéditeur ou du destinataire, l'ayant-droit à l'indemnité, en cas de perte, de spoliation ou d'avarie survenue subséquemment à la réexpédition ou au renvoi du colis par le pays de l'adresse primitive, ne peut prétendre, le cas échéant, qu'à l'indemnité que consent à verser ou—suivant l'entente intervenue entre les pays intéressés directement à la réexpédition ou au renvoi—que doit payer le pays où le fait s'est produit. Chacun des deux pays signataires du présent Arrangement qui réexpédie à tort un colis avec valeur déclarée sur un tiers pays, est responsable envers l'expéditeur dans la même mesure que le pays d'origine, donc dans les limites du présent Arrangement.

Responsibility for error.

lated on the basis of the actual value (current price, or, in the absence of current price, the ordinary estimated value) at the place where and the time when the parcel was accepted for mailing, provided in any case that the indemnity may not be greater than the amount for which the parcel was insured, and on which the insurance fee has been collected or the maximum amount of \$100.00 (500 gold francs).

In the case where indemnity is payable for the loss of a parcel or for the destruction or abstraction of the whole of the contents thereof, the sender is entitled to the return of the postal charges, if claimed. However, the insurance fees are not in any case returned.

In the absence of special agreement to the contrary between the countries involved, no indemnity will be paid by either country for the loss of transit insured parcels originating in a country not participating in this Agreement and destined for one of the two contracting countries.

When an insured parcel originating in one country and destined to be delivered in the other country is reforwarded from there to a third country or is returned to a third country, at the request of the sender or of the addressee, the party entitled to the indemnity in case of loss, rifling or damage occurring subsequent to the reforwarding or return of the parcel by the original country of destination, can lay claim, in such a case, only to the indemnity which the country where the loss, rifling or damage occurred consents to pay, or which that country is obligated to pay in accordance with the agreement made between the countries directly interested in the reforwarding or return. Either of the two countries signing the present Agreement which wrongly forwards an insured parcel to a third country is responsible to the sender to the same extent as the country of origin, that is, within the limits of the present Agreement.

2. Les Administrations sont dé-gagées de toute responsabilité:

(a) En cas de colis dont les destinataires ont pris livraison sans réserves.

(b) En cas de perte ou d'avarie due à la force majeure; bien que chacune des Administrations puisse, de son gré et sans recours contre l'autre Administration, payer indemnité pour la perte ou l'avarie due à la force majeure, même si l'Administration du pays dans le service duquel la perte ou l'avarie a eu lieu reconnaît que le dommage a été causé par la force majeure.

(c) Lorsqu'elles ne sont pas à même de se rendre compte des colis à la suite de la destruction des documents officiels due à la force majeure.

(d) Lorsque le dommage s'est produit par la faute ou la négligence de l'expéditeur, du destinataire, ou du représentant de l'un ou l'autre, ou lorsqu'il est dû à la nature de l'envoi.

(e) Pour les colis qui contiennent des objets interdits.

(f) Au cas où l'expéditeur d'un colis assuré, avec intention frauduleuse, déclare le contenu avec une valeur supérieure à sa valeur réelle; cette règle ne porte préjudice à aucun poursuit judiciaire nécessité par la législation du pays d'origine.

(g) Pour les colis saisis par la douane à la suite d'une fausse déclaration de leur contenu.

(h) Lorsqu'une réclamation ou une application d'indemnité n'a pas été présentée par le réclamant ou son agent dans la période d'un an à compter du lendemain du dépôt du colis assuré.

(i) Pour les colis qui contiennent des objets sans valeur intrinsèque ou des objets périssables, ou des objets qui ne remplissaient pas les stipulations de cet Arrangement, ou qui n'avaient pas été mis à la poste de la manière prescrite; mais le pays responsable de la perte, la spoliation ou l'avarie pourra payer indemnité du chef de tels colis sans recours contre l'autre Administration.

2. The Administrations are relieved of all responsibility.

(a) In case of parcels of which the addressee has accepted delivery without reservation.

(b) In case of loss or damage through force majeure (causes beyond control) although either Administration may at its option and without recourse to the other Administration pay indemnity for loss or damage due to force majeure even in cases where the Administration of the country in the service of which the loss or damage occurred recognizes that the damage was due to force majeure.

(c) When they are unable to account for parcels in consequence of the destruction of official documents through force majeure.

(d) When the damage has been caused by the fault or negligence of the sender or the addressee or the representative of either, or when it is due to the nature of the article.

(e) For parcels which contain prohibited articles.

(f) In case the sender of an insured parcel, with intent to defraud, shall declare the contents to be above their real value; this rule, however, shall not prejudice any legal proceedings necessitated by the legislation of the country of origin.

(g) For parcels seized by the customs because of false declaration of contents.

(h) When no inquiry or application for indemnity has been made by claimant or his representative within a year commencing with the day following the posting of the insured parcel.

(i) For parcels which contain matter of no intrinsic value or perishable matter or which did not conform to the stipulations of this Agreement or which were not posted in the manner prescribed, but the country responsible for the loss, rifling or damage may pay indemnity in respect of such parcels without recourse to the other Administration.

Release in certain cases.

Unconditional acceptance.

Loss, etc., through force majeure.

Destruction of official documents.

Damage through fault of sender, addressee, etc.

Prohibited articles.

Declared above real value.

Seized, because of false declaration.

No claim made within a year.

Matter of no intrinsic value, etc.

Indirect loss, etc.

3. Il n'est pas payé d'indemnité pour les dommages indirects ou les bénéfices non réalisés résultant de la perte, de la spoliation, de l'avarie, de la non-livraison, de la remise à une fausse adresse ou du retard d'un colis assuré expédié d'après les conditions du présent Arrangement.

3. No indemnity is paid for indirect damages or loss of profits resulting from the loss, rifting, damage, non-delivery, mis-delivery or delay of an insured parcel dispatched in accordance with the conditions of the present Agreement.

Indemnity payment.

4. Le paiement de l'indemnité pour un colis assuré sera effectué à l'ayant-droit aussitôt que possible, et au plus tard dans le délai d'un an à compter du lendemain du jour où la réclamation est présentée.

4. The payment of compensation for an insured parcel shall be made to the rightful claimant as soon as possible and at the latest within a period of one year counting from the day following that on which the application is made.

Deferred in exceptional cases.

Toutefois, l'Administration postale payeuse peut exceptionnellement différer le paiement de l'indemnité pour une période plus longue que celle stipulée si, à l'expiration dudit délai, elle n'a pu établir le sort de l'objet dont il s'agit ni la responsabilité encourue.

However, the paying Postal Administration may exceptionally defer payment of indemnity for a longer period than that stipulated if, at the expiration of that period, it has not been able to determine the disposition made of the article in question or the responsibility incurred.

Payment by country of origin if country of destination delays 9 months.

5. Sauf les cas où le paiement est exceptionnellement différé en conformité avec le deuxième alinéa du paragraphe précédent, l'Administration postale qui se charge du paiement de la compensation est autorisée à payer l'indemnité pour le compte de l'Office qui, ayant été dûment notifié de la demande d'indemnité, a laissé s'écouler neuf mois sans donner de solution à l'affaire.

5. Except in cases where payment is exceptionally deferred as provided in the second paragraph of the foregoing section, the Postal Administration which undertakes the payment of compensation is authorized to pay indemnity on behalf of the Office, which, after being duly informed of the application for indemnity, has let nine months pass without settling the matter.

Country responsible.

6. L'obligation de payer l'indemnité incombe à l'Administration postale dont dépend le bureau d'origine, pourvu qu'au cas où l'indemnité est payée au destinataire selon le premier alinéa du paragraphe 1, elle incombe à l'Administration postale de destination.

6. The obligation of paying the indemnity shall rest with the Postal Administration to which the mailing office is subordinate, provided that in cases where the indemnity is paid to the addressee in accordance with the second paragraph of Section 1, it shall rest with the Postal Administration of destination.

Repayment.

L'Administration payeuse se réserve le droit de soumettre une demande de remboursement à l'Administration responsable.

The paying Administration retains the right to make a claim against the Administration responsible.

Par le fait du paiement de l'indemnité, et jusqu'à concurrence du montant de telle indemnité, l'Administration responsable est subrogée dans les droits de la personne qui l'à reçue, pour

By the fact of the payment of the indemnity, and up to the amount of such indemnity, the responsible Administration is subrogated to the rights of the person who has received the indem-

tout recours éventuel, soit contre le destinataire, soit contre l'expéditeur ou contre des tiers.

Cependant, si des colis considérés comme perdus sont retrouvés, totalement ou partiellement, la personne à qui l'indemnité a été payée sera avisée qu'elle peut reprendre possession de l'envoi contre restitution du montant de l'indemnité qui lui a été payée.

7. Jusqu'à preuve du contraire, la responsabilité pour un colis assuré incombe à l'Administration qui, ayant reçu le colis sans formuler de réserves et étant mis en possession de tous les moyens réglementaires d'investigation, ne peut établir le sort du colis.

8. Lorsque la perte, la spoliation ou l'avarie d'un colis avec valeur déclarée est constatée lors de l'ouverture du récipient par le bureau d'échange réceptionnaire et a été signalée régulièrement au bureau d'échange expéditeur, la responsabilité incombe à l'Administration dont dépend ce dernier bureau, à moins qu'il ne soit prouvé que le fait s'est accompli sur le territoire de l'Administration réceptionnaire.

9. Si la perte, la spoliation ou l'avarie s'est produite en cours de transport sans qu'il soit possible d'établir sur le territoire ou dans le service de quel pays le fait s'est accompli, les Offices en cause supportent le dommage par parts égales.

10. Le pays responsable de la perte, de la spoliation ou de l'avarie et pour le compte duquel le paiement est effectué, est tenu de rembourser le montant de l'indemnité au pays ayant effectué le paiement. Ce remboursement doit avoir lieu sans retard et, au plus tard, dans le délai de 9 mois après notification du paiement.

11. Ces remboursements au pays créancier doivent être effectués sans frais pour cet Office, soit par mandat de poste, soit par traite, en monnaie ayant cours

nity for all eventual recourse against either the addressee, the sender, or third parties.

However, if parcels considered as lost are subsequently found again, in whole or in part, the person to whom the indemnity has been paid will be informed that he may regain possession of the recovered article by repaying the amount of the indemnity which has been paid to him.

7. Until the contrary is proved, responsibility for an insured parcel rests with the Administration which, having received the parcel without making any reservations, and being put in possession of all the regulation means of investigation, can not establish the disposal of the parcel.

8. When the loss, rifling or damage of an insured parcel is detected upon opening the receptacle at the receiving exchange office and has been regularly pointed out to the dispatching exchange office, the responsibility falls on the Administration to which the latter office belongs, unless it be proved that the irregularity occurred on the territory of the receiving Administration.

9. If the loss, rifling or damage has taken place in the course of transportation, without its being possible to establish on the territory or in the service of which country the act took place, the Offices involved bear the loss in equal shares.

10. The country responsible for the loss, rifling or damage, and on whose account the payment is effected, is bound to repay the amount of the indemnity to the country which has effected the payment. This reimbursement must take place without delay, and at the latest within the period of 9 months after notification of payment.

11. These repayments to the creditor country must be made without expense for that Office, by money order or draft, in money valid in the creditor country or

Responsibility upon receiving country unable to shew disposition.

Dispatching office responsible if loss discovered by receiving office.

Loss, etc., in transit.

Repayment to country paying.

Time limitation.

No expense to creditor.

dans le pays crédeur ou par tout autre procédé à convenir mutuellement par voie de correspondance.

in any other way to be agreed upon mutually by correspondence.

Gold basis.

12. Le remboursement des indemnités doit s'effectuer sur la base de la monnaie-or.

12. The reimbursement of the indemnities must be effected on the basis of gold money.

Transit insured parcels.

13. Sauf entente contraire entre les pays intéressés, entente qui peut intervenir par voie de correspondance, aucune indemnité ne sera payée pour la perte, la spoliation ou l'avarie de colis avec valeur déclarée en transit, c'est-à-dire pour des colis avec valeur déclarée originaires de l'un des deux pays contractants à destination de pays ne participant pas au présent Arrangement, ou pour des colis originaires d'un pays ne participant pas à cet Arrangement à destination de l'un des deux pays contractants.

13. Barring contrary agreement between the countries concerned, which agreement may be made by correspondence, no indemnity will be paid for the loss, rifling or damage of an insured parcel in transit, i.e., for insured parcels originating in one of the two contracting countries and destined for countries not participating in the present Agreement, or for parcels originating in a country not participating in this Agreement and destined for one of the two contracting countries.

Defects in packing, etc.

14. L'expéditeur est responsable des défauts de l'emballage et de l'insuffisance de la fermeture et des cachets des colis avec valeur déclarée. D'autre part, les deux Administrations sont dégagées de toute responsabilité en cas de perte, de spoliation ou d'avarie causée par des défauts non remarqués au moment du dépôt.

14. The sender is responsible for defects in the packing and insufficiency in the closing and the seals of insured parcels. Moreover, the two Administrations are released from all responsibility in case of loss, rifling or damage caused by defects not noticed at the time of mailing.

#### ARTICLE VIII

##### *Certificat de Dépôt. Récépissés.*

Certificate of mailing.

Furnished sender on request.

Sur demande, l'expéditeur d'un colis ordinaire peut obtenir un certificat au moment du dépôt du colis. Chaque pays a le droit de percevoir une taxe raisonnable pour tel certificat.

#### ARTICLE VIII

##### *Certificate of Mailing. Receipts.*

On request, the sender of an ordinary parcel may obtain a certificate at the time of mailing the parcel. Each country has the right to collect a reasonable fee therefor.

Receipt.

L'expéditeur d'un colis avec valeur déclarée recevra, sans charge, au moment de dépôt, un récépissé y relatif.

The sender of an insured parcel receives without charge, at the time of posting, a receipt for his parcel.

#### ARTICLE IX

##### *Avis de Réception et Feuilles de Recherches.*

Return receipts and inquiries.

Fee.

1. L'expéditeur d'un colis avec valeur déclarée peut obtenir un avis de réception contre paiement du droit prévu dans le pays d'origine, et dans les conditions établies par le Règlement.

#### ARTICLE IX

##### *Return Receipts and Inquiries.*

1. The sender of an insured parcel may obtain a return receipt upon payment of the fee provided for in the country of origin, and under the conditions laid down in the Regulations.

2. Un droit, que l'Administration d'origine fixe à sa convenance, peut être perçu pour toute réclamation présentée après l'expédition soit d'un colis ordinaire, soit d'un colis avec valeur déclarée, à moins que l'expéditeur n'ait déjà acquitté le droit spécial pour un avis de réception.

Le pays d'origine a également la faculté de percevoir un droit lorsqu'il s'agit de redresser une irrégularité qui n'est pas imputable à la poste.

2. A charge, which the Administration of origin fixes at its convenience, may be collected for every inquiry presented after mailing an ordinary or insured parcel, unless the sender has already paid the special fee for a return receipt.

Inquiry charges.

The country of origin also has the option of collecting a fee when it is a question of correcting an irregularity which is not the fault of the postal service.

Irregularity corrections.

ARTICLE X

*Retrait et modification d'adresse.*

L'expéditeur d'un colis peut le faire retirer du service ou en faire modifier l'adresse tant que cet envoi n'a pas été remis au destinataire. Les demandes de retrait ou de modification d'adresse sont soumises aux prescriptions en vigueur dans le service intérieur des deux Administrations contractantes. Elles doivent être transmises à l'Administration centrale ou à tels autres bureaux qui pourraient être désignés par voie de correspondance.

ARTICLE X

*Return and Change of Address.*

The sender of a parcel may have it returned or have its address changed provided that it has not been delivered to the addressee. The requests for return or change of address are subject to the provisions in force in the domestic service of the two contracting Administrations. They must be sent to the Central Administration, or to such other offices as may be designated by way of correspondence.

Return and change of address.

ARTICLE XI

*Droits de Douane.*

1. Les colis sont soumis à toutes les prescriptions et dispositions douanières en vigueur dans le pays de destination. Les droits exigibles de ce chef sont perçus sur le destinataire lors de la remise du colis, suivant le règlement des douanes.

2. Les Administrations peuvent s'entendre spécialement par voie de correspondance pour l'échange de colis avec bulletin d'affranchissement.

ARTICLE XI

*Customs Duties.*

1. The parcels are subject to all customs laws and regulations in force in the country of destination. The duties collectible on that account are collected from the addressee on delivery of the parcel, in accordance with the customs regulations.

2. The Administrations may come to a special agreement, by way of correspondence, for the exchange of parcels with prepayment bulletins.

Duties imposed by country of destination.

Prepayment arrangements.

ARTICLE XII

*Annulations des Droits de Douane.*

Si les formalités exigées par l'autorité douanière ont été remplies, les droits de douane proprement dits sont annulés, dans la République Hellénique et aux

ARTICLE XII

*Cancellation of Customs Duties.*

If the formalities required by the customs authorities have been fulfilled, the customs duties properly so-called are canceled, in the Hellenic Republic and the United

Cancellation, if returned or redirected.



Etats-Unis d'Amérique, sur les colis renvoyés à l'origine ou réexpédiés sur un tiers pays.

States of America, on parcels returned to origin or reforwarded to a third country.

ARTICLE XIII

ARTICLE XIII

*Droits de dédouanement, de factage et de magasinage.*

*Customs-Clearance, Delivery and Storage Charges.*

Customs clearance, delivery and storage charges.

1. L'Administration du pays de destination peut percevoir sur le destinataire, pour l'accomplissement des formalités en douane et la remise à domicile, un droit qui ne peut excéder 20 cents (100 centimes-or) par colis, ainsi qu'un droit supplémentaire jusqu'à concurrence de 10 cents (50 centimes-or) par colis pour chaque nouvelle présentation, lorsque la première présentation est restée infructueuse.

1. The Administration of the country of destination may collect from the addressee, for the fulfillment of customs formalities and delivery at his residence, a charge not exceeding 20 cents (100 gold centimes) per parcel, as well as a supplementary charge of 10 cents (50 gold centimes) per parcel for each new presentation when the first presentation has been unsuccessful.

2. Chaque Administration est autorisée à percevoir un droit de magasinage convenable pour les colis adressés "Poste Restante" ou pour ceux qui ne sont pas retirés dans le délai qu'elle a fixé. Ce droit ne peut toutefois excéder 1 dollar (5 francs-or) par colis.

2. Each Administration is authorized to collect a suitable storage charge for parcels addressed "Poste Restante" or which are not withdrawn within the period which it has fixed. This charge may not, however, exceed 1 dollar (5 gold francs) per parcel.

ARTICLE XIV

ARTICLE XIV

Missent parcels.

*Colis envoyés en fausse direction.*

*Missent Parcels.*

Provisions for ordinary parcels.

Les colis ordinaires envoyés en fausse direction sont réexpédiés sur leur véritable destination par la voie la plus directe dont peut disposer l'Administration réexpéditrice. Ils ne peuvent pas être frappés de droits de douane ou autres par cette Administration. Les colis avec valeur déclarée envoyés en fausse direction ne peuvent être réexpédiés que comme tels sur leur destination. En cas d'impossibilité, ils sont renvoyés à l'origine.

Ordinary parcels when missent are reforwarded to their true destination by the most direct route at the disposal of the reforwarding Administration. They must not be charged with customs or other charges by that Administration. Insured parcels, when missent, may not be reforwarded to their destination except as such. If this is impossible, they are returned to origin.

Insured mail.

Refund, if parcel returned.

Lorsque la réexpédition entraîne le retour du colis au bureau d'origine, l'Administration réexpéditrice rembourse audit bureau les bonifications reçues et signale l'erreur par un Bulletin de Vérification.

When the reforwarding involves the return of the parcel to the office of origin, the retransmitting Administration refunds to that office the credits received and reports the error by a Bulletin of Verification.

Reforwarding to a third country.

Quand la réexpédition entraîne l'acheminement d'un colis à un pays tiers, et si le montant crédité à l'Administration réexpédi-

When the reforwarding involves the dispatch of a parcel to a third country and if the amount credited to the retransmitting

trice est insuffisant pour couvrir les frais de la réexpédition qu'elle doit payer, l'Administration réexpéditrice alloue à l'Administration sur laquelle elle réexpédie le colis les bonifications qui sont dues à celle-ci; ensuite elle recouvre le montant de l'insuffisance en le réclamant du bureau d'échange duquel le colis en fausse direction a été reçu. La raison de cette réclamation est notifiée audit bureau d'échange au moyen d'un bulletin de vérification.

Administration is insufficient to cover the expenses of retransmission which it has to defray, the retransmitting Administration allows to the Administration to which it forwards the parcel the credits due it; it then recovers the amount of the deficiency by claiming it from the office of exchange from which the missent parcel was directly received. The reason for this claim is notified to the latter by means of a Bulletin of Verification.

ARTICLE XV

*Réexpédition.*

1. Un colis peut être réexpédié à la suite du changement d'adresse du destinataire dans le pays de destination, sur la demande soit de l'expéditeur soit du destinataire.

La réexpédition d'un colis dans l'intérieur d'un des pays contractants donne lieu à la perception des taxes supplémentaires prévues par l'Administration de ce pays. Il en est de même, le cas échéant, en ce qui concerne la remise de ce colis à une autre personne au lieu de destination primitif. Ces taxes ne seront pas annulées, même au cas où le colis est renvoyé à l'origine ou réexpédié sur un autre pays.

2. Si un colis doit être réexpédié sur un des deux pays signataires du présent Arrangement, il est passible des nouvelles taxes de transport, et, le cas échéant, de la taxe à la valeur, à moins que ces taxes n'aient pas été payées d'avance. Les nouveaux droits sont perçus sur le destinataire par l'Administration qui effectue la remise. Les colis avec valeur déclarée doivent être réexpédiés comme tels.

3. Sur demande de l'expéditeur ou du destinataire, les colis peuvent aussi être réexpédiés sur un autre pays ou y être renvoyés. Les colis avec valeur déclarée ne peuvent cependant être réexpédiés ou renvoyés que comme tels. Les expéditeurs peuvent

ARTICLE XV

*Reforwarding.*

1. A parcel may be redirected in consequence of the addressee's change of address in the country of destination, at the request of either the sender or the addressee.

The reforwarding of a parcel within one of the contracting countries gives rise to the collection of the supplementary charges provided for by the Administration of that country. The same is true, if occasion arises, in regard to the delivery of such parcel to another person at the original place of destination. These charges shall not be cancelled even in case the parcel is returned to origin or reforwarded to another country.

2. If a parcel must be reforwarded to one of the two countries signatory to the present Agreement, it is liable to new postage charges, and, if occasion arises, new insurance fees, unless such charges and fees have been paid in advance. The new fees are collected from the addressee by the Administration effecting the delivery. Insured parcels must be reforwarded as such.

3. At the request of the sender or addressee, parcels may also be reforwarded or returned to another country. Insured parcels may not, however, be reforwarded or returned except as such. The senders may mark the parcels: "Do not forward to a

Redirection allowed.

Additional charges.

Forwarding, etc., to another country.

Forbidden, if so instructed.

revêtir les colis de la mention "Ne pas réexpédier sur un tiers pays." Dans ce cas, les colis ne doivent être réexpédiés sur aucun autre pays. En cas de perte, de spoliation ou d'avarie d'un colis avec valeur déclarée réexpédié sur un tiers pays ou renvoyé par ce pays, l'indemnité est déterminée exclusivement d'après les dispositions de l'Article VII, Paragraphe 1, 5ième alinéa, du présent Arrangement.

*Ante*, p. 1597.

## ARTICLE XVI.

## ARTICLE XVI.

Non-delivery.

*Non-Livraison.*

*Non-Delivery.*

Provisions governing.

1. Les colis tombés en rebut, renvoyés à l'expéditeur, sont passibles des nouveaux frais de transport, ainsi que, le cas échéant, de la taxe à la valeur, et sont renvoyés comme colis de la même catégorie qu'à l'aller. Les taxes sont exigibles de l'expéditeur et perçues par l'Administration qui lui rend les colis.

1. Undeliverable parcels returned to the sender are liable to new postage charges as well as insurance fees if necessary, and are returned as parcels of the same class in which they were received. The charges are collectible from the sender, and are collected by the Administration delivering the parcels to him.

Requests allowed.

2. Au moment du dépôt, l'expéditeur peut demander, pour le cas de non-remise:

2. At the time of mailing, the sender may request, in the event of non-delivery:

(a) que le colis lui soit immédiatement renvoyé,

(a) that the parcel be returned to him immediately,

(b) qu'il soit considéré comme abandonné,

(b) that it be considered as abandoned; or,

(c) qu'il soit remis à une autre personne dans le pays de destination.

(c) that it be delivered to another person in the country of destination.

Marks.

Si l'expéditeur use de cette faculté, il doit revêtir le colis et le bulletin d'expédition d'une des mentions suivantes:

If the sender makes use of this option, he must mark the parcel and the dispatch note with one of the following notes:

"En cas de non-remise, le colis doit être renvoyé immédiatement";

"In case of non-delivery, the parcel should be returned immediately";

"En cas de non-remise, le colis doit être considéré comme abandonné";

"In case of non-delivery, the parcel should be considered as abandoned";

"En cas de non-remise, le colis doit être délivré à \_\_\_\_\_".

"In case of non-delivery, the parcel should be delivered to \_\_\_\_\_".

Aucune mention autre que celles prévues ci-dessus n'est admise.

No note other than those provided for above is permitted.

Time for returning undeliverable parcels.

3. Sauf disposition contraire, les colis tombés en rebut sont renvoyés à l'origine sans avis préalable 30 jours après leur arrivée au bureau de destination. Les colis que le destinataire refuse d'accepter doivent être renvoyés im-

3. Barring contrary instructions, undeliverable parcels are returned to origin, without previous notification, 30 days after their arrival at the office of destination. Parcels which the addressee refuses to accept shall be

mediatement. Dans tous les cas, le motif de la non-remise doit être indiqué sur le colis ainsi que sur le bulletin d'expédition.

4. Les colis sujets à détérioration ou à corruption peuvent être vendus immédiatement, même en route, à l'aller ou au retour, sans avis préalable, et sans formalité judiciaire, au profit de qui de droit.

Si, pour une cause quelconque, la vente est impossible, les objets détériorés ou corrompus sont détruits. La vente ou la destruction donne lieu à l'établissement d'un procès-verbal qui est envoyé à l'Administration d'origine.

5. Les colis tombés en rebut dont l'expéditeur a fait abandon, à l'expiration du délai de 30 jours, être vendus au profit de l'Administration du pays de destination. Toutefois, s'il s'agit d'un colis avec valeur déclarée, il est dressé un procès-verbal qui doit être envoyé à l'Administration du pays d'origine. De même, l'Administration du pays d'origine doit être avisée, lorsqu'un colis avec valeur déclarée tombé en rebut, n'est pas renvoyé à l'origine.

6. Les stipulations de l'Article XVII, Paragraphe 3, s'appliqueront à un colis qui est retourné à la suite de non-livraison.

ARTICLE XVII

*Bonification des taxes.*

1. Pour chaque colis échangé entre les pays contractants, l'Office expéditeur bonifie à l'Office destinataire les quotes-parts revenant à ce dernier, et indiquées dans le Règlement d'exécution.

2. Les sommes à bonifier pour un colis en transit, c'est-à-dire à destination soit d'une possession, soit d'un tiers pays, sont indiquées de même dans le Règlement d'exécution.

3. En cas de réexpédition ou retour à l'origine d'un colis, si des nouvelles taxes d'affranchissement, et, s'il s'agit de colis as-

returned immediately. In all cases, the reason for non-delivery must be indicated on the parcel and on the dispatch note.

4. Parcels liable to deterioration or corruption may be sold immediately, even enroute on the outward or return voyage, without previous notice and without judicial formality, for the profit of the rightful party.

If, for any reason, sale is impossible, the deteriorated or corrupted articles are destroyed. The sale or destruction gives rise to the making of a report which is sent to the Administration of origin.

5. Undeliverable parcels which the sender has abandoned may, at the expiration of a 30-day period, be sold for the profit of the Administration of the country of destination. However, in the case of an insured parcel, a report is made up, which must be sent to the Administration of the country of origin. Likewise, the Administration of the country of origin must be advised when an insured parcel which is undeliverable is not returned to origin.

6. The provisions of Article XVII, Section 3 shall be applied to a parcel which is returned in consequence of non-delivery.

ARTICLE XVII

*Charges.*

1. For each parcel exchanged between the contracting countries, the dispatching Office credits to the Office of destination the quotas due to the latter, and indicated in the Regulations of Execution.

2. The sums to be paid for a parcel in transit, i.e., destined either for a possession or for a third country, are likewise indicated in the Regulations of Execution.

3. In case of reforwarding or return to origin of a parcel, if new postage and new insurance fees (in the case of insured par-

Charges.

Exchange credits.

Post, p. 1618.

Transit credits.

Reforwarding, etc.

surés, des nouveaux droits d'assurance, sont perçus par l'Office réexpéditeur, le colis est traité comme s'il avait originé dans ce pays. Autrement, l'Office réexpéditeur recouvre de l'autre Office la quote-part qui lui est due, c'est-à-dire, suivant le cas:

- (a) les taxes prescrites par le paragraphe 1 ci-dessus;
- (b) les taxes de réexpédition ou retour.

Parcels to a third country.

En cas de réexpédition ou retour à un tiers pays, les frais totaux, à savoir, celles des taxes mentionnées sous (a) et (b) ci-dessus qui sont applicables, suivront le colis, mais au cas où le pays tiers intéressé refuse d'assumer les frais parce qu'ils ne peuvent être perçus du destinataire ou de l'expéditeur, suivant le cas, ou pour une autre raison quelconque, ils seront portés de nouveau à la charge du pays d'origine.

Au cas d'un colis renvoyé ou réexpédié en transit à travers de l'une Administration sur l'autre, l'Administration intermédiaire pourra exiger aussi la somme qui lui est due pour tout autre service territorial ou maritime effectué, ainsi que tous montants dûs à une autre ou des autres Administrations quelconques qui sont intéressées.

ARTICLE XVIII

*Colis-Avion.*

Air parcels.

Les Chefs des Administrations Postales des deux pays contractants ont le droit de fixer, d'un commun accord, la surtaxe aérienne et les autres conditions, au cas où les colis sont transportés par voie aérienne.

ARTICLE XIX

*Suspension Temporaire du Service.*

Temporary suspension of service.

Lorsque des circonstances extraordinaires justifient la mesure, l'une ou l'autre des Administrations peut suspendre le service des colis postaux temporairement et d'une manière générale ou partielle, pourvu qu'elle

celes) are collected by the re-dispatching Office, the parcel is treated as if it had originated in that country. Otherwise, the re-dispatching Office recovers from the other Office the quota due to it, namely, as the case may be:

- (a) the charges prescribed by Section 1 above;
- (b) the charges for reforwarding or return.

In case of reforwarding or return to a third country, the accrued charges, that is, such of the charges mentioned in (a) and (b) above as are applicable, shall follow the parcel, but in the case that the third country concerned refuses to assume the charges because they cannot be collected from the addressee or sender, as the case may be, or for any other reason, they shall be charged back to the country of origin.

In the case of a parcel returned or reforwarded in transit through one the of the two Administrations to or from the other, the intermediary Administration may claim also the sum due to it for any additional territorial or sea service provided, together with any amounts due to any other Administration or Administrations concerned.

ARTICLE XVIII

*Air Parcels.*

The Chiefs of the Postal Administrations of the two contracting countries have the right to fix by mutual consent the air surtax and other conditions in the case where the parcels are conveyed by the air routes.

ARTICLE XIX

*Temporary Suspension of Service.*

In extraordinary circumstances such as will justify the measure, either Administration may temporarily suspend the parcel post service, either entirely or partially, on condition of giving immediate notice, if necessary by

en donne immédiatement avis à l'autre Administration, au besoin par télégraphe. telegraph, to the other Administration.

ARTICLE XX

*Dispositions non prévues par le Présent Arrangement.*

1. À moins qu'elles ne soient réglées par le présent Arrangement toutes les questions concernant les demandes de retrait ou de renvoi des colis, et l'établissement et le renvoi des avis de réception et le règlement des demandes d'indemnité pour les colis assurés, seront traitées suivant les dispositions de la Convention postale universelle et de son Règlement d'exécution, en tant que celles-ci sont applicables et ne sont pas contraires à celles qui précèdent. Si le cas n'est prévu nulle part, la législation interne des États-Unis d'Amérique ou de la République Hellénique, ou les décisions prises par l'un ou l'autre des pays, sont applicables dans le pays respectif.

2. Les détails relatifs à l'application du présent Arrangement seront fixés par les deux Administrations dans un Règlement d'exécution dont les dispositions pourront être modifiées ou complétées d'un commun accord par voie de correspondance. Un même accord par voie de correspondance pourra intervenir en vue de l'échange de colis contre remboursement.

3. Les deux Administrations se notifient mutuellement leurs lois, ordonnances et tarifs concernant l'échange des colis postaux, ainsi que toutes les modifications de taxes qui y seraient introduites dans la suite.

ARTICLE XXI

*Durée de l'Arrangement.*

1. Le présent Arrangement, qui remplace et abroge celui signé à Athènes, le 28 Mai/10 Juin et à Washington, le 8 Juillet, 1913, entrera en vigueur après avoir été ratifié par les parties contractantes.

ARTICLE XX

*Matters not Provided for in the Present Agreement.*

1. Unless they are provided for in the present Agreement, all questions concerning requests for recall or return of parcels and the obtaining and disposition of return receipts and settlement of indemnity claims in connection with insured parcels shall be treated in accordance with the provisions of the Universal Postal Convention and its Regulations of Execution, insofar as they are applicable and are not contrary to the foregoing provisions. If the case is not provided for at all, the domestic legislation of the United States of America or of the Hellenic Republic, or the decisions made by one country or the other, are applicable in the respective country.

2. The details relative to the application of the present Agreement will be fixed by the two Administrations in Regulations of Execution, the provisions of which may be modified or completed by common consent by way of correspondence. A similar agreement through correspondence may be made with a view to the exchange of C.O.D. parcels.

3. The two Administrations notify each other mutually of their laws, ordinances and tariffs concerning the exchange of parcel post, as well as of all modifications in rates which may be subsequently made.

ARTICLE XXI

*Duration of the Agreement.*

1. The present Agreement, which replaces and abrogates that signed at Athens, May 28/June 10 and at Washington, July 8, 1913, will enter into force after having been ratified by the contracting parties.

Matters not provided for.

Application of other conventions.

Vol. 46, p. 2523.

Further provisions authorized.

Exchange of regulations, etc.

Duration of Agreement.

Prior agreement abrogated. Vol. 38, p. 1744, repealed.

Effective date.

Provisional applica-  
tion.

Toutefois, il est loisible aux deux Administrations de l'appliquer provisoirement dès le 1er Juin, 1933.

However, it is permissible for the two Administrations to apply it provisionally from June 1, 1933.

Duration.

2. Il déployera ses effets aussi longtemps qu'il n'aura pas été dénoncé 6 mois à l'avance par l'une ou l'autre des deux Administrations.

2. It shall remain in effect as long as it has not been terminated six months in advance by one or the other of the two Administrations.

Insured parcel  
restriction.

Chacune des deux Administrations est autorisée à supprimer totalement ou partiellement le service des colis avec valeur déclarée ou à le restreindre à quelques bureaux, si des motifs spéciaux nécessitaient cette mesure et sous la réserve d'en informer préalablement l'autre Administration. Le cas échéant, la notification doit en être faite par la voie la plus rapide.

Each of the two Administrations is authorized to discontinue, totally or partially, the service of insured parcels or to restrict it to certain offices, if special reasons make that measure necessary, on the condition that the other Administration is so advised in advance. If need be, the notification thereof must be by the most rapid means.

Signatures.

Fait en double expédition et signé à Washington, le 1<sup>er</sup> Août, et à Athènes, le 14 Juillet 1933.

Done in duplicate and signed at Washington, the first day of August and at Athens, the 14th day of July, 1933.

*Le Directeur Général des Postes,  
Télégraphes et Téléphones de  
la République Hellénique.*

[SEAL] C THEOFANOPOULOS

[SEAL] JAMES A FARLEY  
*The Postmaster General  
of the*

*United States of America.*

Approved by the  
President.

The foregoing Parcel Post Agreement between the United States of America and the Hellenic Republic has been negotiated and concluded with my advice and consent and is hereby approved and ratified.

In testimony whereof, I have caused the seal of the United States to be hereunto affixed.

[SEAL]

FRANKLIN D ROOSEVELT

By the President:

CORDELL HULL

*Secretary of State.*

WASHINGTON, August 8, 1933.

Règlement d'Exécution  
de l'Arrangement concernant l'Échange  
des Colis Postaux  
conclu entre  
la République Hellénique  
et  
les États-Unis d'Amérique.

Regulations of Execution  
for the Agreement concerning the Exchange  
of Parcel Post  
concluded between  
the Hellenic Republic  
and  
the United States of America.

Regulations of Execution.

ARTICLE 1

*Conditionnement des Colis.*

1. Le nom et l'adresse de l'expéditeur et du destinataire doivent être écrits d'une façon lisible et exacte, si possible sur le colis même ou sur une étiquette fixée solidement à l'envoi.

Il est recommandé d'insérer un double de l'adresse dans chaque colis, surtout lorsque l'usage d'une étiquette volante est rendu nécessaire par le conditionnement ou par la forme de l'envoi.

Les colis dont l'adresse de l'expéditeur ou du destinataire consiste en initiales seulement ne sont pas admis, exception faite des désignations commerciales (raisons sociales) composées d'initiales.

Les adresses au crayon ne sont pas admises. Sont toutefois acceptées les adresses écrites au crayon-encr, sur un fond préalablement mouillé.

2. Les colis contenant des espèces monnayées, de l'or ou de l'argent en barres, des pierreries ou autres matières précieuses doivent toujours être expédiés avec déclaration de valeur.

Lorsqu'un colis contenant des objets de l'espèce est expédié sans déclaration de valeur, l'office postal qui remarque l'erreur en premier lieu est tenu de le traiter comme colis avec valeur déclarée et d'après les dispositions de son pays.

3. Chaque colis doit être emballé de manière que le contenu soit préservé pendant toute la durée du transport, et de façon

ARTICLE 1

*Preparation of Parcels.*

1. The name and address of the sender and of the addressee must be written, legibly and correctly, if possible on the parcel itself, or on a label affixed securely to the parcel.

It is recommended that a duplicate of the address be inserted in every parcel, especially when the use of a tag is rendered necessary by the packing or form of the parcel.

Parcels on which the name of the sender or of the addressee is indicated merely by initials are not admitted, except in the case of commercial designations (trade names) composed of initials.

Addresses in pencil are not admitted. However, addresses written in indelible pencil on a previously dampened surface are accepted.

2. Parcels containing coins, gold or silver in bars, precious stones, or other precious articles, must always be sent insured.

When a parcel containing coin, gold or silver in bars, precious stones or other precious articles is sent uninsured through error, the post office first discovering it is bound to treat it as an insured parcel, and in accordance with the legislation of its country.

3. Each parcel must be packed in such a manner that the contents are protected over the whole route, and in such a way as to

Preparation of parcels.



à empêcher le contenu d'endommager des autres colis ou envois, ou blesser les agents postaux. L'emballage doit protéger le contenu suffisamment afin que les traces soient faciles à découvrir en cas de spoliation. Les colis avec valeur déclarée doivent être scellés par des cachets à la cire, par des plombs ou par un autre moyen équivalent. Pour les colis ordinaires, un ficelage soigneux suffit comme moyen de fermeture, mais ils peuvent aussi être scellés.

Comme mesure de sécurité, chaque Administration peut exiger qu'une empreinte ou marque spéciale de l'expéditeur figure sur les plombs ou cachets de fermeture des colis avec valeur déclarée.

L'Administration des douanes du pays de destination est autorisée à ouvrir les colis. A cet effet, les cachets ou toute autre fermeture peuvent être brisés ou rompus. Les envois ouverts par la douane doivent être refermés et, en outre, scellés d'office, si l'expéditeur les avait scellés.

4. Pour les colis avec valeur déclarée, le montant de la valeur déclarée doit figurer sur le colis, exprimé dans la monnaie du pays d'origine, en caractères latins. Ce montant doit être converti en francs-or par l'expéditeur ou par le bureau d'origine, et le résultat de la conversion est ajouté au-dessous de l'indication originale. Le montant de la valeur assurée doit aussi être indiqué sur le bulletin d'expédition.

5. Chaque colis avec valeur déclarée doit porter du côté de l'adresse un numéro (insurance number) et l'indication "insured" ou "valeur déclarée". Le même numéro d'assurance et la même annotation doivent également figurer sur le bulletin d'expédition.

6. Les étiquettes ou timbres-poste apposés sur les colis avec valeur déclarée doivent être espacés afin qu'ils ne puissent servir à cacher des lésions de l'emballage. Ils ne doivent pas, non plus, être repliés sur deux faces de l'emballage, de manière à couvrir la bordure.

prevent the contents from damaging other parcels or objects or injuring postal agents. The packing must protect the contents sufficiently that, in case of riffling, the traces thereof may be easily discovered. Insured parcels must be sealed with wax or lead or by some equivalent means. For ordinary parcels, careful tying is sufficient as a mode of closing, but they may also be sealed.

As a protective measure, either Administration may require that a special imprint or mark of the sender appear on the wax or lead seals closing insured parcels.

The Customs Administration of the country of destination is authorized to open the parcels. To that end, the seals or any other fastenings may be broken. Parcels opened by the customs must be refastened and also officially sealed, if the sender has sealed them.

4. For insured parcels, the amount of insured value must appear on the parcel in the currency of the country of origin and in Roman letters. This amount must be converted into gold francs by the sender or by the office of origin, and the result of the conversion is added below the original indication. The amount of the insured value must also be indicated on the dispatch note.

5. Each insured parcel must bear on the address side an insurance number and the notation "Insured" or "Valeur declaree". The same insurance number and notation must also be shown on the dispatch note.

6. The labels or postage stamps affixed to insured parcels must be spaced so that they cannot serve to conceal injuries to the packing. Neither must they be folded over two faces of the wrapping so as to cover the edge.

7. Les liquides et les corps facilement liquéfiables doivent être expédiés dans un double récipient. Entre le premier (bouteille, flacon, boîte, etc.) et le second (boîte en métal, en bois résistant, en fibre de solide qualité ou récipient de résistance équivalente), une espace doit être laissée qui sera remplie de sciure, de son ou de toute autre matière spongieuse, en quantité suffisante pour absorber tout le liquide en cas de bris du récipient.

8. Les poudres et les matières colorantes en poudre doivent être emballées dans de fortes boîtes en fer-blanc ou autre métal, qui, après avoir été soudées, seront placées à leur tour dans des emballages extérieurs résistants de manière à exclure tout endommagement d'autres envois.

ARTICLE 2.

*Déclarations en douane et Bulletins d'expédition.*

1. L'expéditeur doit préparer une déclaration en douane et un bulletin d'expédition pour chaque colis expédié de l'un ou l'autre pays, sur des formules spéciales fournies à cet effet par le pays d'origine.

La déclaration en douane doit fournir une description générale du colis, une liste exacte et détaillée de son contenu et de sa valeur, la date de sa mise à la poste, le poids réel, le nom et l'adresse de l'expéditeur, et le nom et l'adresse du destinataire; et elle sera attachée solidement au colis.

Le bulletin d'expédition doit indiquer le bureau d'origine, le nom et l'adresse de l'expéditeur, le nombre de déclarations en douane, le poids du colis, le port payé, le nom et l'adresse du destinataire, et le bureau de destination; et il sera attaché solidement au colis.

Toutefois, par exception à ce qui précède, lorsque plus d'un colis non assuré est déposé simultanément par le même expéditeur à l'adresse du même destinataire,

7. Liquids and easily liquefiable substances must be sent in a double receptacle. Between the first (bottle, flask, box, etc.) and the second (box of metal, strong wood, or strong carton of fiber-board, or receptacle of equal strength), there must be left a space to be filled with sawdust, bran or other absorbent material, in sufficient quantity to absorb all the liquid in case that the receptacle is broken.

8. Powders and dyes in powder form must be packed in strong boxes of tin or other metal, which, after soldering, must be placed in turn in substantial outer covers in such a way as to avoid all damage to other articles.

ARTICLE 2.

*Customs Declarations and Dispatch Notes.*

1. The sender shall prepare one customs declaration and one dispatch note for each parcel sent from either country, upon special forms provided for the purpose by the country of origin.

Customs declarations, etc.

The customs declaration shall give a general description of the parcel, an accurate statement in detail of its contents and value, date of mailing, actual weight, the sender's name and address and the name and address of the addressee, and shall be securely attached to the parcel.

The dispatch note shall show the office of mailing, the name and address of the sender, the number of customs declarations, the weight of the parcel, the postage paid, the name and address of the addressee, and the office of destination and shall be securely attached to the parcel.

However, as an exception to the foregoing, when more than one uninsured parcel is mailed simultaneously by the same sender to the same addressee at the same

l'expéditeur ne doit nécessairement préparer qu'une déclaration en douane et un bulletin d'expédition pour chaque lot de trois colis au maximum originaires de la République Hellénique; ou deux déclarations en douane et un bulletin d'expédition pour chaque lot de trois colis au maximum originaires des États-Unis d'Amérique. Telles déclarations en douane et tels bulletins d'expédition doivent indiquer, outre les détails prévus aux deux alinéas précédents, le nombre total de colis constituant le lot entier; et ils seront attachés solidement à l'un des colis. Dans de tels cas, chaque colis d'un groupe doit être numéroté 1, 2 ou 3, à titre de numéros d'identification; et lorsque plus de trois colis sont envoyés simultanément chaque groupe est désignée par une lettre (a, b, c, etc.); pour exemple, lorsqu'il y a deux groupes de trois colis chacune, les colis doivent être marqués "a-1", "a-2" et "a-3"; et "b-1", "b-2" et "b-3".

2. Les Administrations n'acceptent aucune responsabilité pour l'exactitude des déclarations en douane ni des bulletins d'expédition.

### ARTICLE 3

#### *Avis de réception.*

#### Return receipts.

1. Quant à un colis pour lequel un avis de réception est demandé, le bureau d'origine fait figurer sur le colis les lettres ou les mots "A. R.", ou "Avis de réception". Le bureau d'origine, ou un autre bureau quelconque désigné par l'Administration expéditrice, doit remplir une formule d'avis de réception et l'attacher au colis. Si la formule ne parvient pas au bureau de destination, celui-ci prépare un duplicata.

2. Le bureau de destination, après avoir dûment rempli la formule d'avis de réception, la renvoie en franchise de port à l'adresse de l'expéditeur du colis.

3. Lorsque l'expéditeur demande un avis de réception postérieurement au dépôt du colis, le bureau d'origine remplit régu-

larly address, the sender need prepare only one customs declaration and one dispatch note for each lot of not more than three parcels sent from the Hellenic Republic and two customs declarations and one dispatch note in the case of each lot of not more than three parcels sent from the United States of America, which customs declarations and dispatch notes shall show, in addition to the particulars set forth in the preceding two paragraphs, the total number of parcels comprising the shipment, and shall be securely attached to one of the parcels. In such case, each parcel in a group must be numbered 1, 2 or 3, as identification numbers, and when more than 3 parcels are sent at the same time each group is indicated by a letter (a, b, c, etc.); for example, when there are 2 groups of 3 parcels each, the parcels shall be marked "a-1", "a-2" and "a-3" and "b-1", "b-2" and "b-3".

2. The Administrations accept no responsibility for the correctness of the customs declarations or dispatch notes.

### ARTICLE 3

#### *Return Receipts.*

1. As to a parcel for which a return receipt is asked, the office of origin places on the parcel the letters or words "A. R." or "Avis de reception". The office of origin or any other office appointed by the dispatching Administration shall fill out a return receipt form and attach it to the parcel. If the form does not reach the office of destination, that office makes out a duplicate.

2. The office of destination, after having duly filled out the return receipt form, returns it free of postage to the address of the sender of the parcel.

3. When the sender applies for a return receipt after a parcel has been mailed, the office of origin duly fills out a return receipt

lièrement une formule d'avis de réception tout en y attachant une formule de réclamation pourvue des détails relatifs à l'expédition du colis, et la transmet au bureau de destination du colis. En cas de livraison régulière du colis, le bureau de destination retire la formule de réclamation, et l'avis de réception est traité de la manière prescrite au paragraphe précédent.

form and attaches it to a form of inquiry which is entered with the details concerning the transmission of the parcel and then forwards it to the office of destination of the parcel. In the case of the due delivery of the parcel, the office of destination withdraws the inquiry form, and the return receipt is treated in the manner prescribed in the foregoing Section.

ARTICLE 4

*Réceptants.*

1. Chaque Administration pourvoit à l'acquisition des sacs nécessaires pour l'expédition de ses colis. Chaque sac doit être marqué de façon à indiquer le nom du bureau ou du pays auquel il appartient. Les sacs vides doivent être renvoyés au pays d'origine par le prochain courrier.

2. Il y a lieu d'indiquer sur la feuille de route tant le nombre de sacs utilisés pour la confection de la dépêche que celui des sacs vides en retour. À l'aide de ces indications, chaque Administration exerce un contrôle sur la rentrée des réceptants qui lui appartiennent. Au cas où ce contrôle démontrerait que le 10% du nombre total des sacs utilisés pendant une année n'a pas été renvoyé, la valeur des sacs manquants doit être remboursée à l'office expéditeur.

ARTICLE 5

*Échange des colis.*

1. Les colis sont échangés dans des sacs clos au moyen de cachets ou de plombs, entre les bureaux désignés par les Administrations. Ils sont transmis au pays de destination aux frais du pays d'origine et de la manière qui convient à ce dernier.

Le poids de chaque sac ne doit pas dépasser 40 kilogrammes.

2. Les colis assurés seront compris dans des sacs à part de ceux

ARTICLE 4

*Receptacles.*

1. Each Administration provides itself with the necessary sacks for the exchange of its parcels. Each bag shall be marked to show the name of the office or country to which it belongs. The empty sacks must be returned to the country of origin by the next mail.

2. It is necessary to indicate in the parcel bill both the number of sacks used for the preparation of the dispatch and the number of empty sacks returned. With the aid of these indications, each Administration exercises a control over the return of the receptacles belonging to it. In case that this control shows that 10% of the total number of sacks used during a year have not been returned, the value of the missing sacks must be repaid to the dispatching office.

Receptacles.

ARTICLE 5

*Exchange of Parcels.*

1. The parcels are exchanged in sacks closed by means of wax or lead seals, between the offices designated by the Administrations. They are transmitted to the country of destination at the expense of the country of origin and in a manner convenient to the latter.

The weight of each sack must not exceed 40 kilograms.

2. Insured parcels shall be enclosed in separate sacks from

Exchange of parcels.

dans lesquels les colis ordinaires sont insérés, et les étiquettes des sacs qui contiennent les colis assurés doivent être marquées avec tels symboles distinctifs qui seraient adoptés de temps en temps.

those in which ordinary parcels are contained, and the labels of sacks containing insured parcels shall be marked with such distinctive symbols as may from time to time be agreed upon.

## ARTICLE 6

*Inscription des colis.*

Billing.

1. Il doit être établi des feuilles de route distinctes pour les colis ordinaires, d'une part, et pour les colis avec valeur déclarée, d'autre part.

Les feuilles de route sont établies en double exemplaire. L'originale est expédié par la poste aux lettres, tandis que le duplicata est inséré dans l'un des sacs. Le sac renfermant la feuille de route est désigné par la lettre "F" tracée d'une manière apparente sur l'étiquette.

2. Les colis ordinaires compris dans chaque dépêche à destination de la République Hellénique sont inscrits en bloc sur les feuilles de route, mais par catégories d'envois jusqu'à 1 kilogramme, de 1 à 5 kilogrammes, et de 5 à 10 kilogrammes.

Les colis ordinaires compris dans chaque dépêche à destination des États-Unis d'Amérique sont inscrits sur les feuilles de route par la seule mention du nombre total des colis et de leur poids net total.

3. Les colis avec valeur déclarée sont inscrits isolément sur les feuilles de route, avec indication du numéro (insurance number) et du nom du bureau d'origine.

Pour les colis avec valeur déclarée à destination de la République Hellénique, les feuilles de route doivent porter aussi l'indication de la coupure de poids à laquelle les colis appartiennent.

Pour les colis avec valeur déclarée à destination des États-Unis d'Amérique, les feuilles de route doivent porter, en outre, l'indication du poids net total des colis.

## ARTICLE 6

*Billing of Parcels.*

1. Separate parcel bills must be prepared for the ordinary parcels on the one hand, and for the insured parcels on the other hand.

The parcel bills are prepared in duplicate. The original is sent in the regular mails, while the duplicate is inserted in one of the sacks. The sack containing the parcel bill is designated by the letter "F" traced in a conspicuous manner on the label.

2. The ordinary parcels included in each dispatch sent to the Hellenic Republic are to be entered on the parcel bills in bulk, but by classes of parcels up to 1 kilogram, from 1 to 5 kilograms, and from 5 to 10 kilograms.

The ordinary parcels included in each dispatch sent to the United States of America are to be entered on the parcel bills to show the total number of parcels and the total net weight thereof.

3. Insured parcels shall be entered individually on the parcel bills to show the insurance number and the name of the office of origin.

In the case of insured parcels for the Hellenic Republic, the parcel bills must also show the indication of the division of weight to which the parcel belongs.

In the case of insured parcels for the United States of America, the parcel bills must also show the total net weight of the parcels.

4. Les colis transmis à découvert doivent être inscrits séparément sur les feuilles de route.

5. Les colis retournés ou réexpédiés doivent être inscrits isolément sur les feuilles de route et être suivis du mot "Retourné" ou "Réexpédié", selon le cas. Une indication de frais dus pour ces colis doit figurer dans la colonne "Observations".

6. Le nombre total des sacs compris dans chaque dépêche doit aussi figurer sur les feuilles de route.

7. Chaque bureau d'échange expéditeur numérote les feuilles de route à l'angle gauche supérieur d'après une série annuelle. Le dernier numéro de l'année précédente doit être mentionné sur la première feuille de la nouvelle année.

8. La mode exacte d'avis des colis ou des récipients les contenant expédiés par l'une des Administrations en transit par l'autre, ainsi que tous les détails en connexion avec la manière d'avis de tels colis ou récipients non prévus par cet Arrangement, sera réglée d'un commun accord par voie de correspondance entre les deux Administrations.

4. Parcels sent a découvert must be entered separately on the parcel bills.

5. Returned or redirected parcels must be entered individually on the parcel bills and be followed by the word "Returned" or "Redirected", as the case may be. A statement of the charges which may be due on these parcels should be shown in the "Observations" column.

6. The total number of sacks comprising each dispatch must also be shown on the parcel bills.

7. Each dispatching exchange office numbers the parcel bills in the upper left-hand corner in accordance with an annual series. The last number of the preceding year must be mentioned on the first bill of the following year.

8. The exact method of advising parcels or the receptacles containing them sent by one Administration in transit through the other together with any details of procedure in connection with the advice of such parcels or receptacles for which provision is not made in this Agreement, shall be settled by mutual agreement through correspondence between the two Administrations.

ARTICLE 7.

*Vérification par les bureaux d'échange.*

1. À la réception d'une dépêche, le bureau d'échange destinataire procède à sa vérification. Les inscriptions sur la feuille de route doivent être vérifiées exactement. Chaque erreur ou omission doit être portée immédiatement à la connaissance du bureau d'échange expéditeur au moyen d'un bulletin de vérification. Une dépêche est considérée comme ayant été trouvée en ordre à tous égards, lorsqu'il n'est pas dressé de bulletin de vérification.

Si l'on constate une erreur ou une irrégularité à la réception d'une dépêche, toutes les pièces pouvant servir de preuves à

ARTICLE 7.

*Verification by the Exchange Office.*

1. Upon the receipt of a dispatch, the exchange office of destination proceeds to verify it. The entries in the parcel bill must be verified exactly. Each error or omission must be brought immediately to the knowledge of the dispatching exchange office by means of a bulletin of verification. A dispatch is considered as having been found in order in all regards when no bulletin of verification is made up.

If an error or irregularity is found upon receipt of a dispatch, all objects which may serve later on for investigations, or for exam-

Verification.

l'appui en vue de recherches ultérieures ou de l'examen de demandes d'indemnité doivent être conservées.

2. Le bureau d'échange expéditeur auquel un bulletin de vérification est envoyé doit le renvoyer après l'avoir examiné et y apporté ses observations éventuelles. Ce bulletin est alors annexé aux feuilles de route des colis auxquelles il se rapporte. Les corrections apportées à une feuille de route qui ne sont pas appuyées par des documents sont considérées comme nulles et non avenues.

3. Si nécessaire, le bureau d'échange expéditeur peut de même être avisé par télégramme, aux frais de l'Office expéditeur de tel télégramme.

4. En cas de manque d'une feuille de route, il en est établi un duplicata dont une copie est envoyée au bureau d'échange expéditeur de la dépêche.

5. Le bureau d'échange qui reçoit d'un bureau correspondant un colis qui se trouve endommagé ou insuffisamment emballé doit réexpédier tel colis après remballage s'il est nécessaire, tout en préservant l'emballage original autant que possible.

Si le dommage est tel que le contenu du colis aurait pu être soustrait, le bureau doit d'abord ouvrir le colis d'office et en vérifier le contenu.

Dans l'un ou l'autre cas, le poids du colis sera vérifié avant et après le remballage, et indiqué sur l'emballage du colis même. Cette indication sera suivie par la note "Remballé à . . ." (Repacked at . . .) ainsi que la signature des agents ayant effectué tel remballage.

#### ARTICLE 8

##### *Bonification des quotes-parts.*

Payments.

1. Les quotes-parts terminales à bonifier par l'Office expéditeur à l'Office destinataire, en vertu de l'Article XVII, paragraphe 1, de l'Arrangement, sont les suivantes:

*Ante*, p. 1607.

ination of requests for indemnity, must be kept.

2. The dispatching exchange office to which a bulletin of verification is sent returns it after having examined it and entered thereon its observations, if any. That bulletin is then attached to the parcel bills of the parcels to which it relates. Corrections made on a parcel bill which are not justified by supporting papers are considered as devoid of value.

3. If necessary, the dispatching exchange office may also be advised by telegram, at the expense of the Office sending such telegram.

4. In case of shortage of a parcel bill, a duplicate is prepared, a copy of which is sent to the exchange office of origin of the dispatch.

5. The office of exchange which receives from a corresponding office a parcel which is damaged or insufficiently packed must re-dispatch such parcel after repacking, if necessary, preserving the original packing as far as possible.

If the damage is such that the contents of the parcel may have been abstracted, the office must first officially open the parcel and verify its contents.

In either case, the weight of the parcel will be verified before and after repacking, and indicated on the wrapper of the parcel itself. That indication will be followed by the note "Remballé à . . ." (Repacked at . . .), and the signature of the agents who have effected such repacking.

#### ARTICLE 8

##### *Payments.*

1. The terminal quotas to be credited by the dispatching Office to the Office of destination, by virtue of Article XVII, Section 1, of the Agreement, are the following:

*I. Par la République Hellénique aux États-Unis d'Amérique:*

70 centimes-or par kilogramme, sur la base du poids net en bloc (bulk net weight) de chaque dépêche.

Cette taxe s'applique aussi aux colis à destination de l'Alaska. Elle est réduite à 35 centimes-or par kilogramme pour les colis à destination de Puerto Rico, des Îles Vierges, de Guam, de Samoa, et de Hawaï.

*II. Par les États-Unis d'Amérique à la République Hellénique:*

*Taxe par colis:*

Jusqu'à 1 kg-----	60 cm. or
Au delà de 1 kg. jusqu'à 5 kg.-----	1.75 fr. or
Au delà de 5 kg. jusqu'à 10 kg.-----	2.75 " "

En outre, pour les colis assurés expédiés de l'un des pays sur l'autre, il sera bonifié une quote-part terminale d'assurance de 10 centimes-or par colis.

2. Les quotes-parts à bonifier pour les colis expédiés par une Administration à l'autre, un vue de leur transmission ultérieure à une possession ou à un pays tiers, seront fixées par l'Administration intermédiaire.

3. Les taxes terminales et de transit susmentionnées peuvent être réduites ou majorées, moyennant avertissement donné trois mois à l'avance par l'un pays à l'autre. La réduction ou majoration sera valable pour un an au moins.

ARTICLE 9

*Décompte.*

1. À la fin de chaque trimestre, chaque Administration établit un compte sur la base des feuilles de route.

2. Ces comptes, accompagnés des feuilles de route et, le cas échéant, des copies des bulletins de vérification s'y rapportant, doivent être soumis à l'examen de l'Administration correspondante dans le courant du mois qui suit le trimestre auquel ils se rapportent.

*I. By the Hellenic Republic to the United States of America:* By the Hellenic Republic.

70 gold centimes per kilogram, based on the bulk net weight of each dispatch.

This rate applies also to parcels for Alaska. The rate is reduced to 35 gold centimes per kilogram for parcels for Puerto Rico, the Virgin Islands, Guam, Samoa, and Hawaii.

*II. By the United States of America to the Hellenic Republic:* By the United States of America.

*Rate per parcel:*

Up to 1 kg-----	60 gold cm.
From 1 up to 5 kg.-----	1.75 " fr.
From 5 up to 10 kg.-----	2.75 " fr.

In addition, in the case of insured parcels sent from either country to the other, there shall be paid a terminal insurance credit of 10 centimes gold per parcel.

2. The quotas to be credited for parcels dispatched by one Administration to the other for subsequent transmission to a possession or to a third country will be fixed by the intermediate Administration.

3. The terminal charges and transit rates above specified may be reduced or increased on three months' previous notice given by one country to the other. The reduction or increase shall hold good for at least one year.

ARTICLE 9

*Accounting.*

1. At the end of each quarter, each Administration makes up an account on the basis of the parcel bills. Accounting.

2. These accounts accompanied by the parcel bills, and, if any, copies of verification notes relating thereto shall be submitted to the examination of the corresponding Administration in the course of the month following the quarter to which they relate.



3. La récapitulation, l'envoi, l'examen et l'acceptation de ces comptes ne doivent pas être retardés et le règlement du solde aura lieu, au plus tard, à l'expiration du trimestre suivant.

4. Le solde résultant de la balance des comptes entre les deux Administrations est payé par traite à vue, tirée sur New York ou par un autre moyen convenu réciproquement par voie de correspondance. Les frais de paiement sont à la charge de l'Administration débitrice.

## ARTICLE 10

*Notifications Diverses.*

Les Administrations se communiqueront mutuellement un résumé des dispositions de leurs lois ou règlements applicables aux colis échangés entre les deux pays contractants, ainsi que tous les autres détails nécessaires pour l'exécution de l'échange des colis.

Le présent Règlement sera exécutoire à partir du jour de la mise en vigueur de l'Arrangement concernant l'Échange des Colis Postaux, et aura la même durée que cet Arrangement.

Fait en double expédition et signé à Washington, le 1<sup>er</sup> Août, et à Athènes, le 14 Juillet 1933.

*Le Directeur Général des Postes,  
Télégraphes et Téléphones de la  
République Hellénique.*

C. THEOFANOPOULOS

3. The recapitulation, transmission, examination and acceptance of these accounts must not be delayed, and the payment of the balance shall take place, at the latest, at the expiration of the following quarter.

4. The balance resulting from the adjustment of the accounts between the two Administrations is paid by a sight draft drawn on New York, or by some other means mutually agreed upon by correspondence. The expenses of payment are chargeable to the debtor Administration.

## ARTICLE 10

*Miscellaneous Notifications.*

The Administrations shall communicate to each other a summary of the provisions of their laws or regulations applicable to the parcels exchanged between the two contracting countries, and other items necessary for carrying out the exchange of parcels.

These Regulations shall come into operation on the day on which the Parcel Post Agreement comes into force and shall have the same duration as the Agreement.

Done in duplicate and signed at Washington, the first day of August and at Athens, the 14<sup>th</sup> day of July, 1933.

[SEAL] JAMES A FARLEY

*The Postmaster General  
of the United States of America.*

Approval of Regulations.

The foregoing Regulations for the Execution of the Parcel Post Agreement between the United States of America and the Hellenic Republic have been negotiated and concluded with my advice and consent and are hereby approved and ratified.

In testimony whereof, I have caused the seal of the United States to be hereunto affixed.

[SEAL]

FRANKLIN D ROOSEVELT

By the President

CORDELL HULL

*Secretary of State.*

WASHINGTON, August 8, 1933.

*Convention between the United States of America and Mexico for the Rectification of the Rio Grande. Signed at Mexico City, February 1, 1933; ratification advised by the Senate of the United States, with amendment, April 25, 1933; ratified by the President of the United States, October 20, 1933; ratified by Mexico, October 6, 1933; ratifications exchanged at Washington, November 10, 1933; proclaimed by the President of the United States, November 13, 1933; and exchanges of notes.*

February 1, 1933.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

### A PROCLAMATION

WHEREAS a convention between the United States of America and the United Mexican States for the rectification of the Rio Grande in the El Paso-Juarez Valley was concluded and signed by their respective plenipotentiaries at the city of Mexico on the first day of February, one thousand nine hundred and thirty-three, the original of which convention, being in the English and Spanish languages, is, as amended by the Senate of the United States of America, word for word as follows:

Rectification of the Rio Grande.

CONVENTION BETWEEN THE UNITED STATES OF AMERICA AND THE UNITED MEXICAN STATES FOR THE RECTIFICATION OF THE RIO GRANDE (RIO BRAVO DEL NORTE) IN THE EL PASO-JUAREZ VALLEY.

CONVENCION ENTRE LOS ESTADOS UNIDOS DE AMERICA Y LOS ESTADOS UNIDOS MEXICANOS PARA LA RECTIFICACION DEL RIO GRANDE (BRAVO DEL NORTE) EN EL VALLE DE EL PASO-JUAREZ.

The United States of America and the United Mexican States having-taken into consideration the studies and engineering plans carried on by the International Boundary Commission, and specially directed to relieve the towns and agricultural lands located within the El Paso-Juarez Valley from flood dangers, and securing at the same time the stabilization of the international boundary line, which, owing to the present meandering nature of the river it has not been possible to hold within the mean line of its channel; and fully conscious of the great importance involved in this matter, both from a local point of view as well as from a good international understanding, have resolved to undertake, in common agreement and cooperation, the necessary works as pro-

Los Estados Unidos de América y los Estados Unidos Mexicanos habiendo tomado en consideración los estudios y proyectos de carácter técnico llevados a cabo por la Comisión Internacional de Límites, encaminados especialmente a librar a las poblaciones y a las tierras laborales, situadas dentro del Valle de El Paso-Juárez, de los peligros de inundación, logrando al mismo tiempo la estabilización de la línea divisoria internacional, que dada la actual naturaleza divagante del Río, no ha sido posible conservar dentro de la línea media del cauce del mismo; y penetrados de la gran importancia que tanto desde el punto de vista del interés local, como de la buena inteligencia internacional, reviste este asunto, han resuelto ejecutar, de común acuerdo y cooperación,

Contracting Powers.

vided in Minute 129 (dated July 31, 1930) of the International Boundary Commission, approved by the two Governments in the manner provided by treaty; and in order to give legal and final form to the project, have named as their plenipotentiaries:

Plenipotentiaries.

The President of the United States of America, J. Reuben Clark, Jr., Ambassador Extraordinary and Plenipotentiary of the United States of America to Mexico; and

The President of the United Mexican States, Doctor José Manuel Puig Cassauranc, Secretary of State for Foreign Affairs;

Exchange of full powers.

Who, after having communicated their respective full powers and having found them in due and proper form, have agreed on the following articles:

I.

Agreement of Governments to carry out works.

The Government of the United States of America and the Government of the United Mexican States have agreed to carry out the Rio Grande rectification works provided for in Minute 129 of the International Boundary Commission and annexes thereto, approved by both Governments, in that part of the river beginning at the point of intersection of the present river channel with the located line as shown in map, exhibit No. 2 of Minute 129 of said Commission (said intersection being south of Monument 15 of the boundary polygon of Córdoba Island) and ending at Box Canyon.

Post, p. 1628.

Application of terms.

The terms of this Convention and of Minute 129 shall apply exclusively to river rectification within the limits above set out.

Study of future regulations of International Boundary Commission.

The two Governments shall study such further minutes and regulations as may be submitted

las obras necesarias como se detallan en el Acta número 129 de 31 de julio de 1930 de la Comisión Internacional de Límites, aprobada por los dos Gobiernos en la manera prevista por los Tratados; y para dar forma legal y definitiva a dicho proyecto han decidido celebrar esta Convención, nombrando al efecto a sus respectivos plenipotenciarios:

El Presidente de los Estados Unidos de América al señor J. Reuben Clark, Jr., su Embajador Extraordinario y Plenipotenciario en México y

El Presidente de los Estados Unidos Mexicanos al señor Doctor José Manuel Puig Cassauranc, Secretario de Relaciones Exteriores.

Quienes, después de haberse mostrado sus respectivos plenos poderes, y encontrándolos en buena y debida forma, han convenido en los artículos siguientes:

I.

El Gobierno de los Estados Unidos de América y el Gobierno de los Estados Unidos Mexicanos han convenido en ejecutar las obras de rectificación del Río Grande (Bravo del Norte) previstas en el Acta número 129 de la Comisión Internacional de Límites y el informe anexo, que ha sido aprobada por ambos Gobiernos, en el tramo que comienza en el punto de intersección del cauce actual del Río con el trazo del proyecto tal como aparece en el mapa anexo No. 2, Acta 129 de dicha Comisión, (intersección que queda al Sur del Monumento No. 15 del polígono limítrofe de la Isla de Córdoba), y termina en el Box Canyon (Cañón de Cajoncitos.)

Los términos de esta Convención y del Acta 129 se aplicarán exclusivamente a la rectificación del río dentro del tramo arriba descrito.

Los dos Gobiernos estudiarán cualesquiera otras actas y disposiciones propuestas por la Comisión

by the International Boundary Commission and, finding them acceptable, shall approve same in order to carry out the material execution of the works in accordance with the terms of this Convention. The works shall be begun after this Convention becomes effective.

## II.

For the execution of the works there shall be followed the procedure outlined in the technical study of the project. The works shall be begun and shall be carried on primarily from the lower end, but at the same time and for reasons of necessity works may be carried on in the upper sections of the valley.

## III.

In consideration of the difference existing in the benefits derived by each of the contracting countries by the rectification works, the proratable cost of the works will be defrayed by both Governments in the proportion of eighty-eight per cent (88%) by the United States of America and of twelve per cent (12%) by the United Mexican States.

## IV.

The direction and inspection of the works shall be under the International Boundary Commission, each Government employing for the construction of that portion of the work it undertakes, the agency that in accordance with its administrative organization should carry on the work.

## V.

The International Boundary Commission shall survey the ground to be used as the right of way to be occupied by the rectified channel, as well as the parts to be cut from both sides of said channel. Within thirty days after

Internacional de Límites, y en el caso de estar conformes las aprobarán, a fin de llevar a cabo la ejecución material de las obras de acuerdo con los términos de esta Convención. Las obras deberán iniciarse en cuanto entre en vigor la presente Convención.

## II.

Para la ejecución de las obras se seguirá el procedimiento fijado en el estudio técnico del proyecto. Las obras comenzarán y serán llevadas a cabo en primer lugar en el extremo inferior, pudiendo a la vez ejecutarse obras en tramos superiores del Valle por razones de emergencia.

## III.

En atención a la diferencia que existe entre los beneficios reportados con las obras de rectificación por cada uno de los países contratantes, el costo a repartir a pro rata de las mismas será expensado por ambos Gobiernos en la proporción de 88%—ochenta y ocho por ciento—por los Estados Unidos de América y 12%—doce por ciento—por los Estados Unidos Mexicanos.

## IV.

La dirección e inspección de las obras estarán a cargo de la Comisión Internacional de Límites, empleando cada Gobierno para la ejecución de la parte que le corresponda de las mismas, el órgano que de acuerdo con su régimen administrativo, deba ejecutarlas.

## V.

La Comisión Internacional de Límites levantará los planos de las porciones de terreno que ocupe el derecho de vía por donde deba pasar el cauce rectificado, así como los de las que deban segregarse en ambos lados de este

Procedure for execution of works.

Proration of costs.

Percentages.

Direction and inspection of works.

Surveys.

a cut has been made, it shall mark the boundaries on the ground, there being a strict superficial compensation in total of the areas taken from each country. Once the corresponding maps have been prepared, the Commission shall eliminate these areas from the provisions of Article II of the Convention of November 12, 1884, in similar manner to that adopted in the Convention of March 20, 1905 for the elimination of bancos.

Vol. 24, p. 1012.

## VI.

Establishment of international boundary line.

For the sole purpose of equalizing areas, the axis of the rectified channel shall be the international boundary line. The parcels of land that, as a result of these cuts or of merely taking the new axis of the channel as the boundary line, shall remain on the American side of the axis of the rectified channel shall be the territory and property of the United States of America, and the territory and property of the United Mexican States those on the opposite side, each Government mutually surrendering in favor of the other the acquired rights over such parcels.

In the completed rectified river channel—both in its normal and constructed sections—and in any completed portion thereof, the permanent international boundary shall be the middle of the deepest channel of the river within such rectified river channel.

## VII.

Ownership of lands.

Lands within the rectified channel, as well as those which, upon segregation, pass from the territory of one country to that of the other, shall be acquired in full ownership by the Government in whose territory said lands are at the present time; and the lands passing as provided in Article V hereof, from one country to the

cauce. Dentro de un plazo de treinta días a contar de la consumación de cada corte, deslindará su área en el terreno, debiendo existir estricta compensación superficial en el total de áreas segregadas de cada país. Preparados los planos respectivos, la Comisión \* declarará eliminadas estas fracciones de los efectos del artículo 2o. de la Convención de 12 de noviembre de 1884, en forma análoga a la adoptada por la Convención de 20 de Marzo de 1905 para la eliminación de bancos.

## VI.

Únicamente con el objeto de compensar las áreas traspasadas, el eje del cauce rectificado, será considerado como la línea divisoria internacional.

Las porciones de tierra que como resultado de los cortes o simplemente de la adopción del eje del canal como línea divisoria, queden del lado americano, serán territorio y propiedad de los Estados Unidos de América, y territorio y propiedad de los Estados Unidos Mexicanos las del lado opuesto, renunciando recíprocamente cada Gobierno a favor del otro los derechos adquiridos sobre dichas porciones de tierra.

En el cauce ya rectificado del río—tanto en los tramos normales como en los construídos—y en cualquier parte de dicho cauce que haya sido terminado, la línea divisoria internacional permanente será el centro del cauce más profundo del río dentro de dicho cauce rectificado del río.

## VII.

Los terrenos que ocupe el cauce rectificado, así como los que al ser segregados pasen del territorio de un país al del otro, deberán ser adquiridos en pleno dominio por el Gobierno en cuyo territorio se encuentren en la actualidad dichos terrenos; de acuerdo con lo previsto en el artículo V de esta Convención,

other, shall pass to each Government respectively in absolute sovereignty and ownership, and without encumbrance of any kind, and without private national titles.

## VIII.

The construction of works shall not confer on the contracting parties any property rights in or any jurisdiction over the territory of the other. The completed work shall constitute part of the territory and shall be the property of the country within which it lies.

Each Government shall respectively secure title, control, and jurisdiction of its half of the flood channel, from the axis of that channel to the outer edge of the acquired right of way on its own side, as this channel is described and mapped in the International Boundary Commission Minute number 129, and the maps, plans, and specifications attached thereto, which Minute, maps, plans, and specifications are attached hereto and made a part of this Convention. Each Government shall permanently retain full title, control, and jurisdiction of that part of the flood channel constructed as described, from the deepest channel of the running water in the rectified channel to the outer edge of such acquired right of way.

## IX.

Construction shall be suspended upon request of either Government, if it be proved that the works are being constructed outside of the conditions herein stipulated or fixed in the approved plan.

## X.

In the event there be presented private or national claims for the construction or maintenance of

los terrenos que pasen de un país al otro, lo harán a cada Gobierno respectivamente en absoluta soberanía y propiedad, sin gravamen de ningún género, y sin títulos de propiedad privada nacionales.

## VIII.

La construcción de las obras no confiere a las partes contratantes derecho de propiedad ni jurisdicción en territorio de la otra. La obra construída constituirá parte del territorio y propiedad de la nación en que está ubicada.

Property and jurisdictional rights.

Cada Gobierno, respectivamente, obtendrá el título, el control y la jurisdicción de la mitad del cauce mayor del Río que le corresponde desde el eje de tal cauce al límite exterior del derecho de vía que haya adquirido en su propio lado, tal como el cauce es descrito y delineado en el Acta 129 de la Comisión Internacional de Límites y en los planos, proyectos y especificaciones adjuntos a ella; acta, planos, proyectos y especificaciones que se anexan a esta Convención y forman parte de ella. Cada Gobierno conservará permanentemente el título completo, el control y la jurisdicción de la parte del cauce mayor construído, tal como se ha descrito, y comprendida entre el eje del cauce más profundo del agua corriente en el cauce rectificado al límite exterior del derecho de vía adquirido.

Post, p. 1628.

## IX.

Las obras se suspenderán a petición de cualquiera de los dos Gobiernos, si se comprueba que se están ejecutando fuera de las condiciones estipuladas o de las que establece el proyecto aprobado.

Suspension of construction.

## X.

En caso de presentarse reclamaciones privadas o nacionales por la construcción o conserva-

Adjustment of claims.

the rectified channel, or for causes connected with the works of rectification, each Government shall assume and adjust such claims as arise within its own territory.

ción del cauce rectificado, o por causas que tengan conexión con las obras de rectificación, cada Gobierno tomará a su cargo para su estimación y arreglo, las que se originen dentro de su propio territorio.

XI.

XI.

Maintenance of rectified channel.

The International Boundary Commission is charged hereafter with the maintenance and preservation of the rectified channel. To this end the Commission shall submit, for the approval of both Governments, the regulations that should be issued to make effective said maintenance.

Queda encomendada en lo futuro a la Comisión Internacional de Límites la conservación de la integridad del cauce rectificado, debiendo someter dicha Comisión, a este efecto, a la aprobación de ambos Gobiernos, los Reglamentos que deben expedirse para hacer efectiva esta conservación.

XII.

XII.

Exemption of materials, etc., from import duties.

Both Governments bind themselves to exempt from import duties all materials, implements, equipment, and supplies intended for the works, and passing from one country to the other.

Ambos Gobiernos se comprometen a eximir del pago de derechos de importación a los materiales, implementos, equipo y provisiones destinados a las obras, y trasladados de un país a otro.

XIII.

XIII.

Languages of Convention.

The present Convention is drawn up both in the English and Spanish languages.

La presente Convención está redactada en cada una de las lenguas inglesa y española.

XIV.

XIV.

Ratification.

The present Convention shall be ratified by the High Contracting Parties in accordance with their respective laws, and the ratifications shall be exchanged in the City of Washington as soon as possible. This Convention will come into force from the date of the exchange of ratifications.

La presente Convención será ratificada por las Altas Partes Contratantes de acuerdo con sus leyes respectivas, canjeándose las ratificaciones en la ciudad de Washington tan pronto como sea posible. Esta Convención entrará en vigor desde la fecha del canje de ratificaciones.

Effective date.

In witness whereof the Plenipotentiaries mentioned above have signed this Convention and have affixed their respective seals.

En testimonio de lo cual los plenipotenciarios arriba mencionados han firmado esta Convención fijando sus sellos respectivos.

Done in duplicate at the City of Mexico this first day of February one thousand nine hundred and thirty-three.

Hecho por duplicado en la ciudad de México al primer día del mes de febrero de mil novecientos treinta y tres.

Signatures.

[SEAL]

J. REUBEN CLARK Jr.

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ANNEXES

Minute 129 of the International Boundary Commission dated July 31 1930, and annexes thereto, referred to in article I of this Convention.

ANEXOS

Acta 129 de la Comisión Internacional de Límites de 31 de julio de 1930 e informe anexo a que se refiere el artículo I de esta Convención.



Minute No. 129 of International Boundary Commission.

INTERNATIONAL BOUNDARY COMMISSION UNITED STATES AND MEXICO.

COMISION INTERNACIONAL DE LIMITES ENTRE MEXICO Y LOS ESTADOS UNIDOS

Mexico City  
July 31, 1930.

México, D.F.  
31 de julio de 1930.

MINUTE NO. 129.

ACTA NUMERO 129.

Subject: Report on Rio Grande Rectification.

Asunto: Informe sobre Rectificación del Río Bravo.

The Commission met in the conference room at the Department of Foreign Relations, Mexico City, at ten o'clock a.m. July 31, 1930, in accordance with Minute No. 128, to complete its action in reporting and recommending a plan for Rio Grande rectification.

La Comisión se reunió en la Sala de Conferencias de la Secretaría de Relaciones Exteriores en la Ciudad de México, a las 10 horas del día 31 de julio de 1930, de acuerdo con lo convenido en el Acta No. 128, para formalizar por medio de esta Acta su informe y recomendaciones a los dos Gobiernos sobre el proyecto de Rectificación del Río Bravo.

(1) Each section of the International Boundary Commission has been requested by the Foreign Relations Department of its Government to study and develop an international plan for the removal of the flood menace of the Rio Grande from the El Paso-Juarez Valley. Studies and investigations have now reached the point where it is possible to report to the two Governments a definite plan with estimates of cost; and the following is the report of the International Boundary Commissioners, together with a joint report prepared by the consulting engineers and technical advisers. Minute No. 111 of the Joint Commission, dated December 21, 1928, outlined in a general way the necessities for international action and gave a general description of the areas involved, a preliminary summary of the proposed plan and recommended proceeding with the development of the final details of the plans and estimates. During the past few months a most important step taken by the Commission consisted in rendering decisions determining the national jurisdiction and dominion of a number of

(1) Cada una de las Secciones de la Comisión Internacional de Límites ha recibido instrucciones de la Secretaría de Relaciones Exteriores de su respectivo Gobierno para estudiar y preparar un proyecto de carácter internacional a fin de conjurar el peligro de inundación por aguas del Río Bravo, que se cierne sobre el Valle de Juárez-El Paso. Los estudios y las investigaciones han llegado a un punto tal que permiten presentar a los dos Gobiernos un proyecto definido y un presupuesto de costos, y a continuación aparece el Informe de los Comisionados de la Comisión Internacional de Límites, acompañado de un informe común preparado por los Ingenieros Consultores y los Asesores Técnicos. En el Acta No. 111 de la Comisión Unida, de fecha 21 de Diciembre de 1928 se delineó, en términos generales, la necesidad de tomar medidas de carácter internacional y se hizo una descripción general de los terrenos afectados y un resumen preliminar del proyecto y se recomendó que se elaborara éste hasta sus detalles finales y costos. Durante los últimos meses la Comisión ha dado un

banco cases in the area under consideration.

(2) The plan prepared and developed by the Joint Commission is attached hereto as an exhibit to this minute. In transmitting it to the two Governments<sup>1</sup> the Commissioners offer it as being both practical and feasible as an engineering and economic project. In general the plan consists of straightening the present river channel, effecting decrease in length from one hundred fifty-five (155) miles to eighty-eight (88) miles, and confining this channel between two parallel levees. In addition to this channel the plan includes the construction of a flood retention dam at the only available site, twenty-two (22) miles below Elephant Butte on the Rio Grande, creating reservoir storage of one hundred thousand (100,000) acre feet. Careful studies based on actual past flood performance show the advantage of reducing the flood flow reaching El Paso-Juarez by storage in the proposed reservoir. The reduction in flood flow thru the El Paso-Juarez Valley accomplished by such storage of flood waters effects a saving of a quarter of a million dollars in the works required thru the valley by decreasing the size of the channel and reducing the area required for right-of-way, and amount of yardage in levees.

(3) The meandering and uncontrolled Rio Grande below El Paso-Juarez has in recent years become a very serious menace to adjacent lands on both sides. Authorities of both countries have unsuccessfully attempted the protection of the improvements in the El Paso-Juarez Valley and the two cities. Considering the fu-

paso muy importante al dictar sus decisiones determinando el dominio y jurisdicción nacionales correspondientes a varios bancos en la zona de que se trata.

Minute No. 129 of International Boundary Commission—Contd.

(2) El proyecto elaborado por la Comisión Unida va agregado como un anexo a la presente Acta, y al enviarlo a los dos Gobiernos, los Comisionados lo presentan como un proyecto viable y práctico desde los puntos de vista económico y de ingeniería. En términos generales, el proyecto consiste en enderezar el cauce actual del Río y disminuir su longitud de 247 kilómetros (155 millas) a 141 kilómetros (88 millas), y confinar este cauce entre dos diques paralelos. El proyecto comprende, además de este cauce, la construcción de una Presa de retención de avenidas en el único lugar adecuado, que queda sobre el Río Grande a 35 kilómetros (22 millas) abajo de la Presa del Elefante, para formar un vaso de almacenamiento de 123.350.000 metros cúbicos (100.000 acres pies). El estudio cuidadoso de las crecientes e inundaciones pasadas aconseja la conveniencia de disminuir el gasto de creciente que llegue a Juaféz-El Paso mediante el almacenamiento que se propone. La reducción en el gasto de crecientes en el Valle de El Paso-Juárez que se obtiene mediante este almacenamiento se traduce en un ahorro de cerca de \$250,000.00 dólares en las obras en el Valle, pues permite disminuir las dimensiones del cauce, la extensión necesaria para el derecho de vía y el volumen de terracerías de los diques.

(3) El Río Bravo, por la falta de control y por su carácter divagante abajo de Juárez-El Paso, ha llegado a constituir en los últimos años una seria amenaza para los terrenos ribereños en ambos lados. Las autoridades de ambos Países han tratado de proteger las mejoras materiales que existen en ambas ciudades y en el

<sup>1</sup> So in original.

Minute No. 129 of International Boundary Commission—Contd.

tility of providing adequate and proper protection on the present meandering river location, the two affected communities have expended the limit of a reasonable and justifiable amount in local flood protection works. A proper and sound plan for accomplishing desired results lies in a coordinated international project.

(4) Existing treaties provide for the center of the Rio Grande, except in isolated cases, being the International Boundary line. The present river channel, with excessive length, was produced by natural conditions which no longer exist. Increase in settlement, cultivation and values justify both Governments in considering means of removing the flood menace and providing an adequate flood channel.

(5) Actual field surveys were continued in the location on the ground of a rectified channel subject, of course, to some later slight modification, but generally sufficiently definite to permit estimates of right-of-way and construction costs. With office and field location of this channel line which generally follows and straightens the present meandering river, it has been possible to estimate acreages and values of the relatively small areas that would be detached from one country and attached to the other—so balanced in area that neither country would gain nor lose national territory.

(6) At the present time the bed of the Rio Grande between El Paso and Juarez is at a higher elevation than some of the streets and other properties of the two cities. Accumulations of sedi-

Valle, sin conseguirlo, y ambas comunidades han gastado una suma que consideran como el máximo razonable y justificado en obras de defensa de carácter local, pues reconocen la futilidad de pretender dar protección adecuada y completa siguiendo el actual cauce divagante del Río. Para alcanzar el resultado deseado la solución más adecuada requiere un programa coordinado de carácter internacional.

(4) De acuerdo con los Tratados en vigor, la Línea Divisoria Internacional es el centro del Río Bravo, con excepción de algunos casos aislados. La longitud excesiva del cauce actual del Río se produjo por condiciones naturales que ya no existen. Los aumentos en la población, en el cultivo y en el valor de la propiedad, justifican que ambos Gobiernos busquen los medios de conjurar el peligro de inundación y de crear un cauce adecuado para las crecientes.

(5) Se han continuado los trabajos en el campo para la localización sobre el terreno de un cauce rectificado que, como es natural, podrá ser modificada ligeramente, pero que en general está suficientemente definida para poder hacer estimaciones de costos de derecho de vía y de construcción. Estos trabajos de campo y de gabinete han tenido por objeto hacer una localización del cauce proyectado, que en general sigue y rectifica el actual cauce divagante del Río, y han permitido hacer estimaciones de las áreas y de los valores de las parcelas (relativamente pequeñas) que resultarán segregadas de un País y adheridas al otro. La localización se ha hecho de modo que sean iguales las áreas de las parcelas cortadas de cada País, a fin de que ninguno pierda ni gane territorio.

(6) En la actualidad el lecho del Río Bravo frente a las Ciudades de Juárez y El Paso está más alto que algunas de las calles y edificios de dichas poblaciones. La acumulación continua de

ment are continuing to aggravate this situation, and until proper grades and hydraulic conditions are introduced by artificial works, there are no means for carrying off these deposits which are encroaching upon the carrying capacity of the channel. The consensus of opinion of engineers who have studied the situation is that the correction lies in the plan proposed of straightening and confining the channel. One of the principal requirements to permit such artificial rectification is the equitable adjustment of the areas which would be necessarily detached from one side of the river and attached to the other in the straightening process. The plan evolved, of having each Government acquire the private titles to these equal areas for later exchange, provides a feasible solution. These areas to be acquired are generally seeped and waterlogged, and so shaped and situated as to be unsusceptible of proper irrigation and drainage.

(7) The benefits to be derived from the straightened and rectified channel plans are mutual to the two Governments in affording flood protection and in permitting cultivation, improvement and settlement of even larger areas adjoining the Rio Grande than are now possible under the meandering river conditions. It is of utmost importance that the Governments own and control the flood channel in order that private encroachments be definitely prevented and eliminated. Such ownership and control will also be of great assistance in the enforcement of national immigration and customs laws of both countries.

(8) In giving consideration to the determination of proper and justifiable proration of costs between the two countries, conditions other than gross and irrigated areas are necessarily in-

volvible sigue agravando la situación, y no es posible lograr el acarreo de estos depósitos que reducen notablemente la capacidad del cauce, sino hasta que se modifiquen las condiciones hidráulicas y las pendientes en forma adecuada, mediante obras artificiales. En opinión general de los Ingenieros que han estudiado el problema, la solución consiste en rectificar y canalizar el cauce, que es lo que se propone hacer. Uno de los requisitos principales para realizar esta rectificación artificial es el de hacer un ajuste equitativo sobre las parcelas que forzosamente tienen que segregarse de un lado del Río y pasarse al otro lado al hacer la rectificación. Esto se logra mediante la adquisición por cada Gobierno de los títulos de propiedad particular sobre los terrenos por segregar, que son iguales en extensión, y que se canjearán al hacer las obras. Estas parcelas son terrenos ensalitrados y pantanosos, y por su forma y situación no pueden regarse ni drenarse debidamente.

(7) Ambos Países se beneficiarán por las ventajas que resultarán al rectificar y canalizar el Río, pues así se defiende la región de las inundaciones, se aumentan las extensiones cultivadas, las mejoras materiales y las posibilidades de colonización en las orillas del Río, lo que no es posible en las actuales condiciones divagantes de la corriente. Es de capital importancia que los Gobiernos sean dueños del cauce mayor del Río y tengan control sobre él a fin de evitar definitivamente su obstrucción u ocupación por intereses privados. Siendo los Gobiernos dueños del cauce, se facilitará la vigilancia de la frontera y el cumplimiento de las leyes aduanales y de migración de ambos Países.

(8) Al analizar la forma de repartir los costos entre los dos Países en condiciones equitativas hay que tomar en cuenta forzosamente, además de las extensiones brutas de terrenos y de las ex-

Minute No. 129 of International Boundary Commission—Cont'd.

cluded. Economic features and values in the two countries are distinct and different. While the use of areas may be entirely proper in a distribution of costs for irrigation development, this unit of proration for an international flood control plan is unsuitable and produces serious irregularities. The Commission has taken into consideration the benefits that each country would receive according to the areas and their values to be protected rather than the benefits each would receive on the sole acreage basis. On the American side of the valley there are about fifty-three thousand (53,000) acres of land under the Rio Grande Federal Irrigation Project with water rights assured; the greater part of which is in full cultivation, and about seventeen thousand (17,000) acres in the lower portion of the valley below the project limits which are irrigated with project surplus water. The total irrigated area is seventy thousand (70,000) acres. This area is served with irrigation and drainage works, and first-class roads. Finance companies facilitate the financing of the production and distribution of agricultural products.

(9) On the Mexican side of the valley there are about thirty-five thousand (35,000) acres of land in cultivation, of which twenty thousand (20,000) acres have assured water rights under the Rio Grande Federal Irrigation Project, provided for by the Water Treaty of 1906. Practically no drainage works have been constructed and the irrigation works are largely insufficient. The productiveness of the lands on the Mexican side is under these circumstances much less than the corresponding lands on the north side of the river, and there are large areas with insignificant or no production. No

tensiones regadas, algunas otras circunstancias. Las condiciones económicas y el valor de la propiedad son muy diferentes en los dos Países. Si bien es cierto que en la distribución del costo de un sistema de irrigación sería adecuado tomar como base las extensiones de terreno, si se adoptara esta misma base para el reparto del costo del proyecto internacional de obras de defensa se llegaría a conclusiones injustificadas e inaceptables. La Comisión ha tomado en cuenta al estimar los beneficios que cada País recibiría no solamente la proporción entre las superficies de los terrenos protegidos en cada margen sino el verdadero valor de ellos. En el lado americano del Valle hay 21.200 hectáras (53.000 acres) con derechos de agua asegurados dentro del Sistema Federal de Irrigación "Río Grande", estando la mayor parte de esta extensión bajo cultivo; hay también 6.800 hectáras (17.000 acres) en la región inferior del Valle, y fuera de los límites del Sistema, que se riegan con las aguas sobrantes del mismo. El área total regada es de 28.000 hectáras (70.000 acres), que tienen obras de riego y de drenaje y caminos de primera clase. Existen además Compañías Refaccionarias que facilitan la producción agrícola y la distribución de los productos.

(9) En el lado mexicano del Valle hay aproximadamente 14.000 hectáras (35.000 acres) bajo cultivo, de las cuales 8.000 hectáras (20.000 acres) tienen derechos de agua seguros en el Sistema de Irrigación Federal "Río Grande", según el Tratado de Aguas de 1906. Prácticamente no existen obras de drenaje y las de riego son inadecuadas. En estas circunstancias, la productividad de las tierras del lado mexicano es muy inferior a la correspondiente a las tierras de la margen Norte del Río, y hay grandes extensiones en que la producción es prácticamente nula. No existen buenos caminos y las Compañías Refaccionadoras

major road improvements exist, and the finance companies organized to serve Mexican farmers are very limited in number and resources. The industrial plants and means for handling agricultural products are in very small proportion when compared with those in the valley in the United States.

(10) The estimated value of agricultural investments in the American part of the valley, according to figures assembled by the Bureau of Reclamation, including purchase of land and its preparation, farm improvements, equipment and live stock, is seventeen million dollars (\$17,000,000) or thirty-four million gold pesos. The value of agricultural improvements on the Mexican side as estimated by Engineer Salvador Arroyo, Chief of the Flood Protection Work, is five million four hundred thousand (\$5,400,000) gold pesos. Comparing these agricultural values in one part of the valley with those in the other it is seen that the Mexican side represents thirteen per cent of the total and the American eighty-seven per cent. Valley lands on either side of the river without water rights and assured irrigation service have very nominal value as compared with the lands obtaining water service from project sources; a comparison of such areas on this basis results in twenty-seven per cent for Mexico and seventy-three per cent for the United States.

(11) As the cities and suburbs of El Paso and Juarez not only are included in the flood protection plan, but either directly or indirectly would receive a large part of the benefits of the rectification of the channel, the Commission has considered the pro-ration of values which each city bears to the other and giving proper weights to various percentages, believes the justifiable pro-ration to be twelve (12) per cent

organizadas para servir a los agricultores mexicanos son en número limitado y de escasos recursos. Las plantas industriales y los medios para la distribución de los productos agrícolas son inferiores a los que hay del lado de los Estados Unidos en este Valle.

Minute No. 129 of International Boundary Commission—Contd.

(10) De acuerdo con los datos recopilados por el "Bureau of Reclamation", se estima en \$17,000,000.00 de dólares (\$34,000,000.00 de pesos oro nacional) el valor de las inversiones agrícolas en la parte americana del Valle, incluyendo precio de la tierra, su preparación, las mejoras materiales y edificios de los ranchos, los implementos y semovientes. El valor de las inversiones agrícolas en el lado mexicano es de \$5,400,000 oro nacional según el avalúo hecho por el Ingeniero Salvador Arroyo, Jefe de la Comisión de Obras de Defensa contra Inundaciones. Si se comparan las inversiones agrícolas en un lado del Valle con las del otro, puede verse que el lado mexicano representa el 13% del total, y el lado americano el 87%. Los terrenos en cada lado del Río que no tienen derechos de agua asegurados ni servicio de riego permanente, tienen un valor insignificante comparados con los terrenos que se surten de agua del Sistema de Riego, y al comparar las extensiones correspondientes a terrenos de esta categoría, resulta el 27% de ellos en México y el 73% en los Estados Unidos.

(11) Puesto que las ciudades y los suburbios de Juárez y El Paso, además de quedar cubiertos por el Proyecto de Obras de Defensa contra las Inundaciones, reciben directa o indirectamente una gran parte de los beneficios de la rectificación del cauce, la Comisión ha tomado en cuenta los valores relativos de una y otra ciudad, y después de asignar a los varios porcentajes los pesos debidos, considera que el reparto equita-

Minute No. 129 of International Boundary Commission—Contd.

for Mexico and eighty-eight (88) per cent for the United States.

(12) With reference to the estimates (exhibit number five of the engineers' report) the grand total of six million one hundred six thousand five hundred dollars (\$6,106,500) includes certain items in which the Commissioners concur as being non-proratable and properly and practically chargeable to each Government separately. These are: rights-of-way four hundred twelve thousand five hundred dollars (\$412,500), for purchase of private channel rights above Cordova seventy-five thousand dollars (\$75,000), segregated tracts two hundred sixty-six thousand dollars (\$266,000), changes in irrigation works two hundred twenty-five thousand dollars (\$225,000). The total of these items, with twenty per cent overhead and contingencies is one million one hundred seventy-four thousand two hundred dollars (\$1,174,200). This amount subtracted from the grand total leaves a proratable total of four million nine hundred thirty-two thousand three hundred dollars (\$4,932,300). Using twelve per cent (12%) and eighty eight per cent (88%) as the basis of proration Mexico's share of the cost of the project would be five hundred ninety-one thousand eight hundred seventy-six dollars (\$591,876) and that of the United States four million three hundred forty thousand four hundred twenty-four dollars (\$4,340,424).

(13) On the basis that this report and the engineers' statement have been prepared and submitted with the view of generally straightening the present river location between the International Dam above El Paso-Juarez and the Box Canyon below Fort Quitman, the question of using the present river at Fabens or following the boundary route on the south of the San Elizario area is left for later determination. From the data

tivo de los costos puede hacerse a razón de 12% para México y 88% para los Estados Unidos.

(12) En cuanto al presupuesto contenido en el anexo No. 5 del informe de los Ingenieros, los Comisionados juzgan que del total de \$6,106,500.00 dólares, algunos gastos no deben repartirse a "pro-rata", sino cargarse a cada Gobierno separadamente, por razones de conveniencia práctica. Estas partidas son: Derecho de vía \$412,500.00 dólares; compra de propiedades particulares dentro del cauce del Río arriba de Córdova \$75,000.00 dólares; terrenos segregados, \$266,000.00 dólares y cambios en las obras de riego, \$225,000.00 dólares. El total de estas partidas, aumentado en un 20% por gastos de administración e imprevistos, es de \$1,174,200.00 dólares, que, deducido del gran total, arroja un total de \$4,932,300.00 dólares que repartido en la proporción de 12% y de 88%, resulta que correspondería a México como participación en este proyecto, la cantidad de \$591,876.00 dólares y a los Estados Unidos \$4,340,424.00 dólares.

(13) Partiendo de la base de que el presente informe y el estudio de los Ingenieros se han preparado y se presentan con la idea de rectificar en general el cauce actual del Río entre la Presa Internacional arriba de Juárez-El Paso y el Cañón de Cajoncitos abajo de Fort Quitman, se ha dejado para decidirse en el futuro la elección entre los dos trazos en la Isla de San Elizario, es decir, si debe seguirse el cauce actual del Río que pasa por Fabens o si debe llevarse por

at hand, apparently there is argument in favor of both routes. Following either the present river or the boundary line route requires adjustment of detached areas, and the proposed channel below this section can be so located as to compensate for any inequalities of such areas.

el actual Límite Internacional al Sur de la Isla. Con los datos de que se dispone hay razones en apoyo de cada uno de los trazos. Ya sea que se siga el trazo por el cauce actual del Río o el trazo por el Límite Internacional, es requisito esencial que se igual en las áreas segregadas, y con este objeto puede desalojarse el trazo proyectado abajo de la Isla de manera que haya compensación en dichas áreas.

Minute No. 129 of International Boundary Commission—Contd.

(14) The following are the recommendations of the Commission:

(14) RECOMENDACIONES.—A continuación constan las recomendaciones de la Comisión:

(a) The Commissioners recommend that the two Governments approve the plan for river rectification as outlined in the attached engineering report, including the feature of the flood retention dam, the general straightening of the present river location and the establishment of a flood channel which generally will follow and straighten the present river from International Dam to the Box Canyon below Fort Quitman.

(a).—Los Comisionados recomiendan que los dos Gobiernos aprueben el proyecto de Rectificación del Río descrito en el informe de los Ingenieros que se acompaña, y que comprende la construcción de una Presa de retención, la rectificación general del cauce actual del Río y la creación de un cauce mayor o de avenidas que, en general, siga y rectifique el Río actual desde la Presa Internacional hasta el Cañón de Cajoncitos abajo de Fort Quitman.

(b) That both countries in view of the serious situation proceed to an agreement, without delay, which will carry into effect the engineering and construction features as outlined in the attached report.

(b).—Que en vista de la seriedad de la situación, ambos países celebren sin demora un arreglo para ejecutar el proyecto de ingeniería y de construcción descrito en el informe adjunto.

(c) That the International Boundary Commission be authorized to prepare detail plans, and to direct and supervise the construction and all other engineering operations, utilizing such established governmental agencies as each government may deem proper.

(c).—Que se autorice a la Comisión Internacional de Límites para preparar los planos de detalle, y para dirigir e inspeccionar la construcción y todas las otras operaciones de ingeniería, utilizando las dependencias que cada Gobierno juzgue adecuadas.

(d) That each section of the International Boundary Commission be authorized to acquire for its country the necessary rights-of-way and detached areas located within its territorial limits, thru the proper governmental agencies.

(d).—Que se autorice a cada una de las Secciones de la Comisión Internacional de Límites para que, por los conductos debidos, adquiriera dentro de su propio territorio y a nombre de su País los terrenos necesarios para el derecho de vía y porciones segregadas.



Minute No. 129 of International Boundary Commission—Contd.

- (e) That agreement between the two Governments provide for the exchange of one-half of the area required for right-of-way and the total area of detached tracts of each country.
  - (f) That the total proratable cost of four million nine hundred thirty two thousand three hundred dollars (\$4,932,300) be divided between Mexico and the United States on the basis of twelve per cent (12%) and eighty-eight per cent (88%) respectively, and that each Government provide annually such required appropriations as will complete the work in four or five years.
  - (g) That the agreement between the two countries provide for the jurisdiction of the International Boundary Commission over all matters concerning the rectified channel.
  - (h) That this Commission be authorized to adopt such rules and regulations as it may deem necessary to the end that the preservation of the rectified channel may be perpetuated.
  - (i) That each country hold the other immune from all private or national claims arising from the construction and maintenance of the rectified channel or any other cause whatsoever in connection with this project.
- (e).—Que el arreglo entre los dos Gobiernos estipule el canje entre los dos Países de la mitad del terreno ocupado por el derecho de vía y el de la totalidad de las parcelas segregadas de cada País.
  - (f).—Que el costo por repartir a "prorata" del proyecto, que es en total de \$4,932,300.00 dólares se distribuya entre México y los Estados Unidos en la proporción de doce por ciento y ochenta y ocho por ciento respectivamente, y que cada Gobierno proporcione cada año fondos suficientes para completar los trabajos en cuatro o cinco años.
  - (g).—Que el arreglo entre los dos Países otorgue jurisdicción a la Comisión Internacional de Límites sobre todos los asuntos relativos al cauce rectificado.
  - (h).—Que la Comisión quede autorizada para promulgar reglas y reglamentos adecuados y necesarios para la conservación a perpetuidad del cauce rectificado.
  - (i).—Que cada País otorgue indemnidad al otro contra toda reclamación privada o nacional que pueda resultar por la construcción y conservación del cauce rectificado, o por cualesquiera otras causas relacionadas con este proyecto.

Respectfully submitted.

The Commission adjourned to meet again at the call of either of the Commissioners.

(Sgd.) L. M. LAWSON  
*Commissioner for the United States.*

(Sgd.) GUSTAVO P. SERRANO  
*Commissioner for Mexico.*

(Sgd.) MERVIN B. MOORE  
*Acting Secretary of the United States Section.*

(Sgd.) JOSÉ HERNÁNDEZ OJEDA.  
*Secretary of the Mexican Section.*

Con todo respeto.

Se levantó la sesión para volver a reunirse a llamado de cualquiera de los Comisionados.

(F) GUSTAVO P. SERRANO.  
*Comisionado de México.*

(F) L. M. LAWSON.  
*Comisionado de los Estados Unidos.*

(F) JOSÉ HERNÁNDEZ OJEDA.  
*Secretario de la Sección Mexicana.*

(F) MERVIN B. MOORE.  
*Secretario Auxiliar de la Sección de los Estados Unidos.*

## JOINT REPORT OF CONSULTING ENGINEERS RIO GRANDE RECTIFICATION EL PASO-JUAREZ VALLEY.

Mexico, D.F.  
July 16, 1930.

## I.—INTRODUCTION.

1.—*Outline of Proposed Plan.*

(a) It is proposed to reduce materially the flood flow at El Paso-Juarez by the construction of a detention dam with a one hundred thousand (100,000) acre foot—(123,350,000 cubic meter) reservoir at Caballo, and to control this flood flow thru the El Paso-Juarez Valley in a shortened channel by the construction of parallel levees. The proposed artificial channel will follow and rectify, in a general way, the present river from Land Monument Number One to the Box Canyon below Fort Quitman, and is so located as to segregate the same area from each country.

(b) The general engineering features of the project involve: the reduction of river length from one hundred fifty-five (155) miles (247 kilometers) to eighty-eight (88) miles (141 kilometers); the establishment between levees of a floodway five hundred ninety (590) feet (180 meters) wide with a capacity of eleven thousand (11,000) second feet (314 cubic meters per second); and the increasing of the gradient from a slope of .00035 (1.82 feet per mile) to a slope of .00061 (3.20 feet per mile). The levees require the placement of eight million nine hundred eighty-five thousand (8,985,000) cubic yards (6,870,000 cubic meters) of earth, their average height being 7.5 feet (2.25 meters). Four million seven hundred seventy-five thousand (4,775,000) cubic yards (3,650,000 cubic meters) of earth

## INFORME COMUN DE LOS INGENIEROS CONSULTORES SOBRE EL PROYECTO DE RECTIFICACION DEL RIO BRAVO, EN EL VALLE DE JUAREZ-EL PASO.

México, D.F.,  
Julio 16 de 1930.

## I.—INTRODUCCION.

1.—*BOSQUEJO DEL PLAN PROPUESTO.*

(a) Se propone disminuir de manera considerable el gasto de inundación en el Valle de Juarez-El Paso, construyendo al efecto una presa de retención de avenidas, con un vaso de 123.350,000 metros cúbicos (100,000 acres pies) de capacidad en Caballo, y confinar este gasto de crecientes a través del Valle de Juarez-El Paso en un cauce artificial, por medio de la construcción de diques paralelos. El cauce artificial en proyecto seguirá y rectificará, de manera general, el cauce actual del Río desde el monumento Número 1 de la línea divisoria terrestre hasta el cañón de Cajoncitos abajo de Fort Quitman y quedará localizado de manera de segregar la misma área de cada uno de los dos países.

(b) Las principales características técnicas de este proyecto son: la reducción de la longitud del Río de 247 kilómetros (155 millas) a 141 kilómetros (88 millas); la formación de un cauce de crecientes de 180 metros de ancho (590 pies) con capacidad para 314 metros cúbicos (11.000 pies cúbicos) por segundo, mediante la construcción de diques paralelos; el incremento de la pendiente del Río de 0.00035 (1.82 pies por milla) a 0.00061 (3.20 pies por milla). La formación de los diques requiere la colocación de 6.870.000 metros cúbicos (8.985.000 yardas cúbicas) de tierra, siendo su altura media de 2.25 metros (7.5 pies). La formación del cauce artificial exige la excavación de 3.650,000 metros cúbicos (4.775,000 yardas cúbicas) de tierra. Para el derecho de vía de este cauce, son necesarias

Minute No. 129 of International Boundary Commission—Contd.

are required to be excavated to provide artificial channel. The areas required for right-of-way for this channel are four thousand seventy-five (4,075) acres (1650 hectares) from the United States and also four thousand seventy-five (4,075) acres (1650 hectares) from Mexico.

(c) The tentative proposed location of the rectified channel segregates three thousand four hundred sixty (3460) acres (1400 hectares) from the United States and also three thousand four hundred sixty (3460) acres (1400 hectares) from Mexico.

(d) The estimated cost of the project, including Caballo Dam, is about six million (6,000,000) dollars.

(e) This project will eliminate the flood menace throughout the El Paso-Juarez Valley in both the United States and Mexico, will prevent channel changes and detachment of areas from one country to the other, and will permit the reclaiming of low-lying areas.

## 2.—Present Conditions.

(a) The Rio Grande forms generally the International Boundary between the United States and Mexico from Land Monument Number One to the Box Canyon below Fort Quitman in the El Paso-Juarez Valley, and is a meandering stream subject to changes, creating detached areas from one country to the other.

(b) The gross area of valley land in both the The United States and Mexico, between El Paso-Juarez and the Box Canyon, is one hundred sixty-five thousand (165,000) acres (66,000 hectares) of which ninety six thousand (96,000) acres (38,400 hectares) are in the United States and sixty-nine thousand (69,000) acres (27,600 hectares) are in Mexico. Estimated values existing in the cities of El Paso and Juarez and their valleys, including irrigation and drainage works and improved roads, are in excess of one hundred million dollars (\$100,000,000).

1650 hectáras (4075 acres) en México y 1650 hectaras (4075) cuatro mil setenta y cinco acres en Estados Unidos.

(c) La localización proyectada para el cauce rectificado corta 1400 hectáras (3.460 acres) de México y también 1400 hectáras (3460 acres) de Estados Unidos.

(d) El costo del proyecto, incluyendo la presa en Caballo, es aproximadamente de Dls. 6.000.000.00.

(e) Este proyecto suprimirá la amenaza de inundaciones en el Valle de Juárez-El Paso, tanto en México como en Estados Unidos; evitará cambios de cauce y segregación de terrenos de un país al otro; y permitirá ganar para el cultivo muchas de las tierras bajas ribereñas.

## 2.—Condiciones Actuales.

(a) El Río Bravo (Grande) forma, en general, el Límite Internacional entre México y los Estados Unidos desde el monumento Número 1 al Cañón de Cajoncitos abajo de Fort Quitman en el Valle de Juárez-El Paso; es una corriente divagante cuyos cambios de cauce segregan terrenos de un país a otro.

(b) El área total de terrenos en las vegas, tanto en México como en Estados Unidos, entre Juárez-El Paso y el Cañón de Cajoncitos es de 66,000 hectáras (165,000 acres), de las cuales 38,400 hectáras (96,000 acres) están en Estados Unidos y 27,600 hectáras (69,000 acres) están en México. El valor en que se estiman las ciudades de Juárez y El Paso y sus Valles, incluyendo las obras de riego, de drenaje y caminos, excede de Dls. 100.000.000.00.

(c) Notwithstanding the fact that the present total amount of sediment annually carried thru this valley by the Rio Grande is only a very small percentage of that carried previous to the construction of the Elephant Butte Dam, the absence of the former large scouring floods has resulted in the silting up of the river channel to a point where rainfall discharges from arroyos entering the river between Elephant Butte and El Paso-Juarez menace the improved and developed properties of both cities and valley lands. Only large floods of destructive proportions are capable of eroding accumulations of sediment as they now occur in the meandering channel.

(d) The Mexican Department of Communications and Public Works and the city and county of El Paso have expended in the last few years over seven hundred fifty thousand dollars (\$750,000) to protect the cities of El Paso-Juarez and the Valley lands from floods. These works consist largely of levees built along the banks of the meandering channel, and require constant strengthening and repair on account of the raising of the river bed. A more substantial and effective plan must be adopted to secure permanent and efficient protection.

## II.—DETAIL REPORT.

Since the joint preliminary report, dated December 1928, was submitted to the Commission, location surveys covering the entire length<sup>1</sup> of river from the cities of El Paso and Juarez to Quitman Canyon have been completed. These surveys have furnished additional data, and form in a large measure the basis for the report which follows.

<sup>1</sup> So in original.

(c) A pesar de que la cantidad total de sedimento que al año acarrea actualmente el Río Bravo en este Valle, es sólo un tanto por ciento pequeño de la que acarrea antes de la construcción de la Presa del Elefante, la carencia de fuertes crecientes de carácter erosivo ha determinado el depósito de sedimentos en el cauce del Río a un grado tal que las avenidas producidas por las lluvias en las cuencas de los arroyos que desembocan en el Río entre la Presa del Elefante y Juárez-El Paso, constituyen una amenaza para ambas ciudades, así como para las mejoras y terrenos en ambas márgenes. La erosión y arrastre de los sedimentos acumulados actualmente en el cauce divagante del Río, es posible solamente por grandes crecientes de carácter destructivo.

(d) Tanto la Secretaría de Comunicaciones y Obras Públicas de México como la Ciudad y el Condado de El Paso, han gastado en unos cuantos años más de Dls. 750.000.00 para proteger contra inundaciones las ciudades de Juárez y El Paso, así como sus respectivos Valles. Estas obras de protección consisten en su mayor parte de diques construidos siguiendo las márgenes del cauce divagante, los cuales deben ser continuamente reforzados y reparados como consecuencia del ascenso del cauce del Río; siendo necesario adoptar un programa de trabajos coordinado y eficaz a fin de lograr una protección efectiva y permanente.

## II.—INFORME DETALLADO.

Después de que fué sometido a la Comisión el informe preliminar unido fechado en diciembre de 1928, se han efectuado los trabajos de localización del tramo del Río comprendido entre las Ciudades de Juárez-El Paso y el Cañón de Cajoncitos. Estos trabajos han proporcionado datos topográficos adicionales que, en gran parte, sirven de base al presente informe.

Minute No. 129 of International Boundary Commission—Contd.

1.—DESCRIPTION.

(a) The Rio Grande is a sediment bearing stream and as such is constantly building up its bed, and would from this cause, in time of flood, change its channel to a lower location where it would again start building up its bed and repeat the cycle at some future flood stage. This phase of changing channel has been largely prevented thru El Paso-Juarez Valley by the construction of artificial works, such as railroad and road grades, canal and drain banks, and in late years, levees. Under these conditions the river bed has been continuously elevated. The Elephant Butte Dam was completed in the year 1916, and as a result of its function of providing an irrigation supply during years of low run-off, it stores the floods, which previous to its construction had passed on down the river. The action of these floods was to scour out the river channel, partly by carrying deposits on thru the valleys and partly by making deposits upon the valley floor whenever bank overflow stage was reached. The absence, since the completion of Elephant Butte Dam, of large scouring floods has changed the characteristics of the river channel thru the El Paso-Juarez Valley. Although large floods have been controlled behind the Elephant Butte Dam, smaller floods from the run-off area lying between Elephant Butte and El Paso-Juarez are of annual occurrence. These usually occur during the rainy season, that is, in August and September, and are generally flashy in character, the peak lasting only a few hours, and would pass harmlessly thru the valley were it not for the elevated bed.

1.—DESCRIPCION.

(a) El Río Bravo (Grande), es una corriente de carácter sedimentario y por lo tanto sobre-eleva continuamente su lecho, lo que da lugar a que en épocas de crecientes cambie de cauce pasando a localizaciones más bajas, donde vuelve a sobre-elevar su lecho, repitiéndose indefinidamente este proceso. Esta fase de cambios de cauce, ha sido en gran parte prevenida, a través del Valle de Juárez-El Paso, por la construcción de obras artificiales como terraplenes de ferrocarriles y de caminos, bordos de canales de riego y drenaje y, en los últimos años, diques de protección contra inundaciones. En estas circunstancias el lecho del Río ha continuado sobre-elevándose. La Presa del Elefante terminada el año de 1916, al llenar su objeto, que consiste en asegurar una dotación permanente para el riego de terrenos durante los años de poca precipitación, almacena las crecientes que, antes de su construcción, pasaban Río abajo. El efecto de estas crecientes era socavar el cauce del Río, arrastrando parte de los azolves y depositando otra parte sobre los terrenos adyacentes al desbordarse la corriente. La carencia de fuertes crecientes erosivas después de la terminación de la Presa del Elefante, marcó el cambio del régimen de la corriente en el Valle de Juárez-El Paso. A pesar de que las grandes avenidas se almacenan en el vaso del Elefante, anualmente ocurren crecientes más pequeñas que provienen de la cuenca tributaria del Río entre el Elefante y Juárez-El Paso. Estas últimas crecientes se presentan durante la estación de lluvias, generalmente en los meses de agosto y septiembre; son repentinas y de poca duración y pasarían a través del Valle sin causar daños si no fuese por la posición elevada del cauce del Río con respecto a los terrenos adyacentes.

(b) With the first release of clear water from Elephant Butte, a limited scouring of the river channel began immediately below the dam. The clear water picked up the finer particles of silt and sand and carried them downstream. This effect has reached some forty miles (64 kilometers) below Elephant Butte, and might eventually reach El Paso-Juarez and degrade the river thru the El Paso-Juarez Valley, were it not for the annual increment of sand, gravel and silt brought into the river channel from the many side arroyos which debouch into the stream along its course between the dam and El Paso-Juarez. Even this annual increment of sand might be carried on were it not for the need of diverting the flow onto lands for irrigation. Three diversions are made above El Paso, one each at Percha, the Leasburg, and the Mesilla Dams. The main diversions in the El Paso Valley are at the International Dam, where lands of both countries are served, and at the Riverside and Tornillo headings, where supplementary diversions to American lands are made. At each of these diversions sand skimming and canal sluicing devices are used so that a great percentage of the sand and silt is returned to the river bed, while a great percentage of the water is diverted for the irrigation of the lands. This process continuously returns the sand to the river bed while also continuously depleting the volume, and hence the carrying capacity.

## 2.—CABALLO DAM AND RESERVOIR

(a) The uncontrolled drainage areas which lie between Elephant Butte and El Paso-Juarez total about eight thousand (8,000) square miles (20,700 square kilometers). Large parts of this area

(b) Al salir por primera vez de la Presa del Elefante una corriente de agua limpia se inició una socavación restringida del cauce del Río inmediatamente abajo de la Presa. El agua limpia arrastró consigo las partículas más finas de arena y sedimento. Este efecto se ha hecho sentir aproximadamente hasta a 64 kilómetros (40 millas) abajo de la Presa del Elefante y quizás hubiera llegado hasta Juárez y socavado el Río a través del Valle de Juárez-El Paso, si no fuese por el incremento anual de arena, grava y sedimento descargado en el Río por los numerosos arroyos que desembocan en el tramo de su recorrido entre el Elefante y Juárez-El Paso. Quizás hubiese sido posible el acarreo de este incremento de arena, si no existiese la necesidad de derivar para riego una parte del gasto de estiaje. Aguas arriba de El Paso se hacen tres derivaciones, en cada una de las Presas de Percha, Leasburg y Mesilla. Las principales derivaciones en el Valle de Juárez-El Paso, se hacen: en la Presa Internacional, para regar terrenos en ambos países; y en las bocatomas de los canales Riverside y Tornillo para completar el riego de terrenos en Territorio Americano. En las obras de toma de los canales, en cada una de estas derivaciones, se usan dispositivos para desarenarlas y limpiarlas volviéndose al Río una gran parte de la arena y limo depositados en ellas, a la vez que un volumen considerable de agua se deriva para riego de terrenos. Este proceso continuamente devuelve la arena al lecho del Río y disminuye continuamente el gasto de estiaje y, por lo tanto, la capacidad de transporte de la corriente.

## 2.—PRESA Y VASO DE CABALLO.

(a) La superficie no controlada de la cuenca del Río entre el Elefante y Juárez-El Paso, tiene aproximadamente 20.700 kilómetros cuadrados (8.000 millas cuadradas). Una gran parte de

Minute No. 129 of International Boundary Commission—Contd.

have dead drainage with no direct outlet into the Rio Grande. About two thousand three hundred (2300) square miles (6,000 square kilometers) drain directly into the river, of which some one thousand two hundred (1200) square miles (3100 square kilometers) are above and would be controlled by a dam constructed at the Caballo site.

(b) This damsite is located in Sierra County, New Mexico on the Rio Grande about twenty-two (22) miles (35 kilometers) below Elephant Butte Dam. Studies of the Caballo Dam and the resulting reservoir have been made by the Bureau of Reclamation, Department of the Interior, United States Government, in conjunction with the proposed water power development at Elephant Butte. These studies were begun in the year 1924 and included the surveying of the site, the testing of the foundation, the design and cost estimates of structures of various heights, and the effect on water supply and flood control. Two reports were written by the United States Bureau of Reclamation engineers, covering this dam and related features, one dated December 15, 1924, and the other April 1925.

### 3.—RIVER DISCHARGE AT EL PASO-JUAREZ

(a) Floods at El Paso-Juarez occurring since the completion of Elephant Butte Dam have been built up from the run-off of the area between Elephant Butte and El Paso-Juarez, supplemented by the concurrent irrigation discharge from the reservoir. There is a possibility that such floods would be increased at such times when the reservoir was full and water passing over the spillway.

esta área la forman cuencas cerradas que carecen de salida directa al Río Bravo (Grande).—De los 6000 kilómetros cuadrados (2300 millas cuadradas) que aproximadamente son tributarios directos del Río, 3.100 kilómetros cuadrados (1.200 millas cuadradas), quedan arriba del lugar denominado Caballo y el escurrimiento de esta última área podría controlarse por una presa que se construyera en dicho sitio.

(b) La boquilla de "Caballo" está en el Río Grande, en el Condado de Sierra, del Estado de Nuevo México, aproximadamente a 35 kilómetros (22 millas) abajo de la Presa del Elefante. Como parte del estudio del proyecto de desarrollo de fuerza motriz en la Presa del Elefante, el "Bureau of Reclamation", dependiente del Departamento del Interior de los Estados Unidos, hizo los estudios de la Presa y Vaso de Caballo. Estos estudios se iniciaron el año de 1924 e incluyeron los trabajos de topografía del vaso, los experimentos del terreno de cimentación, y proyectos y presupuestos para estructuras de diversas alturas, considerando sus efectos sobre el abastecimiento de agua y retención de la misma para fines de protección contra inundaciones. Los Ingenieros de la Oficina del "Reclamation" prepararon dos informes acerca del proyecto de esta Presa, fechados, uno el 15 de diciembre de 1924 y el otro en abril de 1925.

### 3.—GASTOS DEL RIO EN JUAREZ-EL PASO

(a) Las crecientes que han pasado enfrente de Juárez-El Paso, después de la construcción de la Presa del Elefante, han provenido de precipitaciones en la cuenca tributaria del Río Grande entre el Elefante y El Paso, que se han sumado a la dotación para riego que proviene del vaso del Elefante. Estas crecientes hubieran sido mayores si el receptáculo se hubiera encontrado lleno y el agua estuviera derramándose por el Vertedor de Demasías.

## 4.—PROBABLE SPILL AT ELEPHANT BUTTE DAM.

(a) An estimate of the probable spill at Elephant Butte Dam has been made from a study of the spills as shown in the report of the Denver office of the Bureau of Reclamation, dated March 10, 1928 and entitled "Review of Quinton, Code and Hill Reports on Elephant Butte Power Development of July 2, 1927 and September 30, 1927". This review sets up the following assumptions:

1.—Irrigation storage is to be carried to elevation 4401, leaving six feet (1.83 meters), or the elevation 4407, for flood control storage. This six feet (1.83 meters) will store two hundred thirty-nine thousand (239,000) acre feet (294,806,000 cubic meters). Additional flood control storage of about one hundred thousand (100,000) acre feet (123,350,000 cubic meters) is available to elevation 4410, at which height a discharge of about four thousand five hundred (4,500) second feet (128 cubic meters per second) will be passing over the spillway crest.

2.—Irrigation demand is to be limited to seven hundred thousand (700,000) acre feet (863,450,000 cubic meters) annually when on June 30th of any year the reservoir content is less than one million five hundred thousand (1,500,000) acre feet (1,850,250,000 cubic meters). Irrigation demand is to be limited to seven hundred eighty-seven thousand (787,000) acre feet (970,764,000 cubic meters) annually when on June 30th of any year the reservoir content is more than one million five hundred thousand (1,500,000) acre feet (1,850,250,000 cubic meters).

3.—Reservoir capacity depletion thru silt deposit is at the average rate of twenty thousand (20,000) acre feet (26,670,000 cubic meters) per year.

## 4.—PROBABLES DEMASIAS DE LA PRESA DEL ELEFANTE.

Minute No. 129 of International Boundary Commission—Contd.

(a) En un estudio hecho por la Oficina de Denver del "Bureau of Reclamation" fechado el 10 de marzo de 1928 y titulado "Review of Quinton, Code and Hill Reports on Elephant Power Development of July 2, 1927 and September 30, 1927" se hace la estimación de las probables Demasías de la Presa del Elefante. Este estudio establece los siguientes supuestos:

1.—El almacenamiento para riego debe limitarse hasta la cota 4401, dejando 1.83 Mts. (6 pies), o hasta la cota 4407, para almacenamiento de protección contra inundaciones. En esta altura de 1.83 Mts. (6 pies) se almacenará un volumen de 294.806,000 metros cúbicos (239,000 acres pies). Puede obtenerse un almacenamiento adicional para protección contra inundaciones con volumen aproximado de 123.350,000 metros cúbicos (100,000 acres pies) hasta la cota 4410, altura a la cual escurrirá sobre la Cresta del Vertedor de Demasías un gasto de 128 metros cúbicos por segundo (4500 pies cúbicos por segundo).

2.—El volumen necesario para cubrir las necesidades del riego debe limitarse a 863.450,000 metros cúbicos (700,000 acres pies) anualmente, cuando el contenido del receptáculo el 30 de junio de un año cualquiera sea menor de 1.850,250,000 metros cúbicos, (1,500,000 acres pies). El volumen para riego debe limitarse a 970,764,000 metros cúbicos (787,000 acres pies) anuales, cuando el contenido del receptáculo el 30 de junio de un año cualquiera, exceda de 1.850,250,000 metros cúbicos (1,500,000 acres pies).

3.—La disminución de la capacidad del vaso por azolve se estima a razón de 24.670,000 metros cúbicos (20,000 acres pies) al año.



Minute No. 129 of International Boundary Commission—Contd.

4.—San Marcial, New Mexico inflow records are corrected for changed conditions above.

5.—The cycle of inflow, with the corrections, will repeat using the year 1898 as equal to 1930; the reservoir was full on January 1, 1898, and the irrigation storage capacity had been depleted by silt inflow to two million one hundred thousand (2,100,000) acre feet, (2,580,350,000 cubic meters) on that date.

(b) These assumed conditions required the theoretical use of flood storage in the years 1930, 1937, 1944, 1948, 1953, 1954, and 1956, with the maximum requirements coming in 1956. If a flow of four thousand five hundred (4500) second feet (128 cubic meters per second) was started in 1956 at the time the water reached elevation 4401 or the limit of irrigation storage a flow over the spillway of 4500 second feet (128 cubic meters) would have been just reached at the end of the flood. This condition occurs but once in the assumed cycle of thirty years and spill has not been necessary during the fifteen years of actual reservoir operation 1915–1930. Therefore, it seems safe to assume that the probable spill from Elephant Butte Dam will not at any time be more than six thousand (6,000) second feet (171 cubic meters per second).

5.—PROBABLE FLOODS AT EL PASO-JUAREZ.

(a) The largest flood at El Paso-Juarez since the building of Elephant Butte Dam occurred<sup>1</sup> on September 1, 1925 when a peak of thirteen thousand five hundred

4.—Los registros de gastos de entrada en San Marcial, Nuevo México, han sido corregidos de acuerdo con el cambio de las condiciones arriba de este punto.

5.—El ciclo de gasto de entrada, con sus correcciones, se repetirá considerando el año de 1898 igual al de 1930; considerando el vaso lleno en el primero de enero de 1898, y su capacidad de almacenamiento en esa fecha, reducida por causa del azolve, a 2,580,350,000 metros cúbicos (2,100,000 acres pies).

(b) Estas condiciones que se han supuesto, exigieron el uso teórico del almacenamiento de protección contra inundaciones, en los años de 1930, 1937, 1944, 1948, 1953, 1954 y 1956, correspondiendo las exigencias máximas al año de 1956. En este año de 1956 el máximo de demasías al final de una creciente cualquiera no excederá de 128 metros cúbicos (4500 pies cúbicos) por segundo, siempre que desde que el almacenamiento para riegos llegue a su altura máxima, cota 4401, se deje salir por las compuertas de la Presa un gasto de 128 metros cúbicos (4500 pies) por segundo y éste se regule hasta suprimirlo cuando el derrame por el vertedor de demasías llegue a su máximo de 128 metros cúbicos (4,500 pies) cúbicos por segundo. Esto no ocurre sino una vez en el ciclo de 30 años considerado; y durante los 15 años de funcionamiento del vaso, de 1915 a 1930, no ha habido derrames por el vertedor de demasías. En consecuencia, se cree quedar del lado de la seguridad, suponiendo un gasto probable de Demasías de la Presa del Elefante de 170 metros cúbicos (6,000 pies cúbicos) por segundo.

5.—GASTO PROBABLE DE CRECIENTES FRENTE DE JUAREZ-EL PASO.

(a) La mayor creciente frente a Juárez-El Paso, después de la construcción de la Presa del Elefante, se presentó el 1o. de Septiembre de 1925, habiendo alcan-

<sup>1</sup> So in original.

(13,500) second feet (382 cubic meters per second) passed the gaging station at Courchesne. This flood resulted from heavy rainfall in the Black Range between Elephant Butte and Leasburg, on top of a flow of two thousand (2000) second feet (57 cubic meters per second) already released from the reservoir. If a spill of six thousand (6000) second feet (170 cubic meters per second) was occurring<sup>1</sup> at the time of this flood, a peak of about eighteen thousand (18,000) second feet (510 cubic meters per second) would have occurred at El Paso-Juarez. If the Caballo Dam and reservoir had been available at the time of this flood, and if the six thousand (6000) second feet (170 cubic meters per second) of spill was occurring at Elephant Butte, prior information of rain on the tributaries would have permitted the closing of the Caballo gates before the flow of the tributaries could have reached the Rio Grande, and the resulting peak at El Paso-Juarez could have been reduced to between ten thousand (10,000) and eleven thousand (11,000) second feet (283 and 314 cubic meters per second). The Caballo reservoir, by controlling one-half of the direct drainage area, and by acting as a temporary check on the spills from Elephant Butte Dam will reduce by almost one-half the probable peak at El Paso-Juarez.

zado un gasto máximo de 382 metros cúbicos (13.500 pies cúbicos) por segundo en la Estación de Aforos de Courchesne. Esta creciente fué el resultado de fuertes precipitaciones en la región de "Black Range" entre el Elefante y Leasburg que llegaron al Río cuando éste llevaba un gasto de 57 metros cúbicos (2000 pies cúbicos) por segundo que habían salido del vaso del Elefante. Si al llegar esta creciente hubiese estado pasando por el vertedor de demasías de la Presa un gasto de 170 metros cúbicos (6.000 pies cúbicos) por segundo, la creciente frente a Juárez-El Paso habría llegado a un máximo de 510 metros cúbicos (18.000 pies cúbicos) por segundo. Si en la época de esta creciente hubieran existido la presa y el vaso de Caballo, y si a la vez hubiesen estado derramando los 170 metros cúbicos (6.000 pies cúbicos) por segundo de Demasías de la Presa del Elefante, el aviso previo de lluvias sobre los arroyos tributarios, habría permitido cerrar las compuertas en Caballo antes de que la creciente de los arroyos llegara al Río Grande; lo que habría permitido reducir el máximo de creciente en Juárez-El Paso hasta un gasto entre 283 y 314 metros cúbicos (10.000 y 11.000 pies cúbicos) por segundo. Como el vaso de Caballo controlará la mitad del área directamente tributaria del Río Grande abajo del Elefante, al retener temporalmente el volumen de Demasías de dicha Presa del Elefante, reducirá casi a la mitad el máximo de crecientes frente a Juárez-El Paso.

Minute No. 129 of International Boundary Commission—Contd.

#### 6.—DRAINAGE AREA IN EL PASO-JUAREZ VALLEY.

##### *At El Paso-Juarez*

(a) The Arroyo Colorado empties into the river immediately above the city of Juarez, Chihuahua, Mexico. This arroyo has been estimated to have had a peak flood of some three thousand (3,000) second feet (85 cubic

#### 6.—AREA TRIBUTARIA DEL RIO EN EL VALLE DE JUAREZ-EL PASO.

##### (a) *Frente a Juárez-El Paso.*

El Arroyo Colorado desemboca en el Río inmediatamente arriba de Ciudad Juárez, Chihuahua, México. Se considera que las crecientes de este arroyo han llegado a 85 metros cúbicos (3.000 pies cúbicos) por segundo. Hay

<sup>1</sup> So in original.

meters per second). Other smaller arroyos empty into the river directly above the International Dam. Their drainage areas are small, and their discharge, together with that of the Arroyo Colorado, cannot increase the peak floods in the Río Grande except in the improbable event of their occurrence simultaneously with the peak flow past El Paso-Juarez. Additional freeboard has been allowed in the design to take care of this improbable occurrence.

*Below El Paso-Juarez*

(b) Practically no direct discharge of side drainage occurs below El Paso-Juarez until the Arroyo Alamo in Hudspeth County is reached. Below this point three large arroyos and many small ones empty directly into the river. The total drainage area on the American side between the Arroyo Alamo and Quitman Canyon is six hundred eighty (680) square miles (1760 square kilometers), of which four hundred ninety (490) square miles (1270 square kilometers) have direct discharge into the river and one hundred ninety (190) square miles (490 square kilometers) are indirectly discharged into the river. The drainage area on the Mexican side is considerably less, although, due to the absence of maps, little detail knowledge is available. However, no arroyos empty directly into the river from the south until considerably below the town of McNary, Texas, and observations of the arroyo channels below this point show that their drainage areas are probably limited and their discharges small.

(c) The three largest arroyos on the American side are: the Alamo, with a drainage area of one hundred forty-five (145) square miles (375 square kilometers); the Diablo, with a drainage area of sixty-two (62) square miles (160 square kilometers); and the Guayuco, with a drainage

otros pequeños arroyos que desembocan en el Río inmediatamente aguas arriba de la Presa Internacional. Sus áreas de drenaje son pequeñas y sus gastos, unidos al del Arroyo Colorado, no pueden aumentar el máximo de crecientes del Río Bravo, sino en el caso improbable de que se presenten simultáneamente con la cresta de las crecientes en frente de Juárez-El Paso. Para tomar en consideración esta simultaneidad poco probable, se ha dado una sobre-elevación de seguridad a la corona de los bordos.

(b) *Abajo de Juárez-El Paso.*

Puede decirse que no hay ningún desagüe de arroyos abajo de Juárez-El Paso, sino hasta llegar al Arroyo del Alamo en el Condado de Hudspeth. Abajo de este punto desembocan directamente en el Río tres arroyos grandes y otros muchos pequeños. El área total de drenaje en el lado Americano entre el Arroyo del Alamo y el Cañón de Quitman, es de 1760 kilómetros cuadrados (680 millas cuadradas), de los cuales 1270 kilómetros cuadrados (490 millas cuadradas), descargan directamente en el Río y 490 kilómetros (190 millas) cuadrados descargan indirectamente en la corriente. El área de drenaje en el lado Mexicano es mucho menor, sin que se conozca en detalle por la carencia de planos de esta región. Sin embargo, no hay arroyos que, del Sur, entren directamente al Río, sino hasta muy abajo de la población de McNary, Texas, pudiendo deducirse de la inspección de los cauces de los arroyos abajo de este lugar, que sus áreas de drenaje son probablemente limitadas y sus gastos pequeños.

(c) Los tres arroyos más grandes en el lado Americano, son: el del Alamo, con una área de drenaje de 375 kilómetros cuadrados (145 millas cuadradas); el del Diablo, con una área de drenaje de 160 kilómetros cuadrados (62 millas cuadradas); y el del Guayuco, con una área de drenaje de

area of one hundred sixty-five (165) square miles (427 square kilometers). The Alamo and the Guayuco have been known to discharge in excess of five thousand (5,000) second feet (142 cubic meters per second), and hearsay information gives probable peaks of twice that amount. If such flows should occur at the time the peak of a flood from upper river sources was passing, doubtless the designed channel would be overtaxed. Some additional safety has been provided by increasing the freeboard a short distance above and below these arroyos. However, as these arroyos empty into the river channel well below most of the area to be protected, it will be uneconomical to make any large expenditures against unlikely possibilities.

(d) The discharge from these arroyos must be taken into the channel and the location has been made at some distance from the present arroyo mouths to permit, in a measure, the deposit of detritus before the flows reach the channel.

#### 7.—THE RIVER ABOVE EL PASO-JUAREZ

(a) The distance by the river between Elephant Butte and El Paso-Juarez is about one hundred fifty (150) miles (241 kilometers), and the valley axial distance is about one hundred twenty (120) miles (193 kilometers). Immediately below the dam the river passes thru fifteen miles (24 kilometers) of canyon where the fall varies from .00037 (1.94 feet per mile) to .00080 (4.26 feet per mile) then thru the Palomas Valley for thirteen miles (21 kilometers) with a fall of .00080 (4.26 feet per mile), then thru three miles (5 kilometers) of canyon where the Caballo damsite is located, then thru the Rincon Valley, the first seven miles (11 kilometers) of which have an average fall of .00074 (3.93 feet per mile), and

427 kilómetros cuadrados (165 millas cuadradas). Se sabe que los gastos de los arroyos del Alamo y del Guayuco han excedido de 142 metros cúbicos (5000 pies cúbicos) por segundo y se dice que el máximo puede ser del doble. Si estas crecientes ocurrieran al pasar la cresta de la avenida proveniente de la parte alta del Río, el canal proyectado indudablemente resultaría sobrecargado. Se ha previsto un margen de seguridad adicional, sobre elevando la corona de los bordos en cortos tramos inmediatamente arriba y abajo de estos arroyos. Sin embargo, puesto que los arroyos de que se trata desembocan en el Río bastante abajo de la mayor parte del área por proteger, se considera anti-económico hacer una fuerte erogación para precaverse contra estas contingencias poco probables.

(d) Como la corriente de estos arroyos debe admitirse dentro del cauce del Río, éste se ha localizado a alguna distancia de la desembocadura actual de los arroyos, a fin de permitir en cierto modo el depósito de detritus antes de que la corriente de dichos arroyos llegue al cauce del Río.

#### 7.—EL RIO ARRIBA DE JUAREZ-EL PASO.

(a) La distancia entre la Presa del Elefante y Juárez-El Paso es de cerca de 241 kilómetros (150 millas) a lo largo del Río, mientras que la distancia por el eje de los Valles es de 193 kilómetros (120 millas). Inmediatamente abajo de la Presa, el Río pasa por un cañón de 24 kilómetros (15 millas) de longitud, con una pendiente que varía entre 0.00037 y 0.00080 (de 1.94 a 4.26 pies por milla); recorre después el Valle de Palomas, con un desarrollo de 21 kilómetros (13 millas) y una pendiente de 0.00080 (4.26 pies por milla); sigue por un cañón de 5 kilómetros de longitud (3 millas) en el que está situada la Boquilla de Caballo; y pasa el Valle de Rincón, en el que la pendiente es de 0.00074, (3.93 pies por milla)

Minute No. 129 of International Boundary Commission—Contd.

the last fourteen miles (22 kilometers) a fall of .00064 (3.40 feet per mile). The river then traverses seven miles (11 kilometers) known as the Selden Canyon, where the average fall is .00064 (3.4 feet per mile), and then reaches the Leasburg Dam which is at the head of the Mesilla Valley. From Leasburg Dam to Mesilla Dam, a distance of twenty four miles (39 kilometers), the river has a fall of .00073 (3.84 feet per mile). From Mesilla Dam to Canutillo Bridge, a distance of twenty-eight miles (45 kilometers) the river has a fall of .00070 (3.67 feet per mile), and from the Canutillo Bridge to the International Dam, some nineteen miles (30 kilometers) the river has a fall of .00048 (2.53 feet per mile).

(b) As previously stated, the effect of the release of clear water from Elephant Butte Dam has been to degrade the river bed in the upper reaches immediately below the dam, and to build it up thru the El Paso-Juarez Valley. There is necessarily a stretch of river between these two actions which is quiescent, where neither degradation nor building up is going on. Studies of river sections indicate that the river bed thru the lower Mesilla Valley rests in this state.

#### 8.—THE RIVER BELOW EL PASO-JUAREZ

(a) The length of the channel of the river between El Paso-Juarez and the Quitman Canyon is about one hundred fifty-five (155) miles (250 kilometers) while the length measured along the valley axis is eighty-five (85) miles (137 kilometers). The fall of the river is about .00034 (1.82 feet per mile) while the fall of the valley is .00061 (3.20 feet per mile). It is thus seen that if the alignment of the river can be straightened a fall of approximately .00061 (3.2 feet per mile)

<sup>1</sup>So in original.

en los primeros once kilómetros (7 millas) y de 0.00064 (3.40 pies por milla) en los últimos 22 kilómetros (14 millas). El Río atraviesa en seguida el cañón Selden de 11 kilómetros de longitud (7 millas) con una pendiente media de 0.00064 (3.40 pies por milla) y llega a la presa de Leasburg, situada en la parte alta del Valle de Mesilla. Desde la Presa de Leasburg hasta la de Mesilla, el Río tiene 39 kilómetros de longitud (24 millas) con una pendiente de 0.00073 (3.84 pies por milla). Desde la Presa de Mesilla hasta el Puente de Canutillo, la longitud del Río es de 45 kilómetros (28 millas) con una pendiente de 0.00070 (3.67 pies por milla), y desde el Puente de Canutillo hasta la Presa Internacional, la longitud es de 30 kilómetros (19 millas) y la pendiente de 0.00048 (2.53 pies por milla).

(b) Como se ha dicho antes, el efecto de la salida de agua clara de la Presa del Elefante ha sido el de socavar el lecho del Río en la región inmediatamente abajo de la Presa, y azolvarlo en el Valle de Juárez-El Paso. Debe existir forzosamente un tramo del Río en el que estas dos acciones se equilibran, y en el que, por lo tanto, no se verifica ni socavación ni azolve. Estas condiciones existen en la parte baja del Valle de Mesilla, según lo demuestra el estudio de las secciones del Río.

#### 8.—EL RIO ABAJO DE JUAREZ-EL PASO.

(a) La longitud aproximada del cauce del Río entre Juárez-El Paso y el cañón de Quitman es de 250 kilómetros (155 millas), mientras que la distancia medida a lo largo del eje del Valle es de 137 kilómetros (85 millas). La pendiente del Río es aproximadamente de 0.00034 (1.82 pies por milla), en tanto que la pendiente del Valle es de 0.00061 (3.20 pies por milla). Por lo tanto se ve que si se endereza el alineamiento del Río, puede obtenerse una pendiente aproximada de 0.00061,

can be obtained. It will be noted that this fall is in excess of that in the last stretch of the Mesilla Valley, or between Canutillo Bridge and the International Dam, where a fall of .00048 (2.53 feet per mile) was indicated and that this fall of .00061 (3.2 feet per mile) is somewhat under that of .00070 (3.67 feet per mile) for the upper part of the Mesilla Valley. If the lower stretch of the river in the Mesilla Valley is in equilibrium, that is, shows neither scour nor fill, with a gradient of .00048 (2.53 feet per mile) the river thru the El Paso-Juarez Valley must have a greater gradient to reach the same state of equilibrium since the quantities of water normally carried are greatly reduced at the International Dam

(3.20 pies por milla). Esta pendiente es mayor que la del tramo inferior del Valle de Mesilla y que la del tramo entre el Puente de Canutillo y la Presa Internacional, puesto que la pendiente en este ultimo tramo es de 0.00048 (2.53 pies por milla); en cambio, dicha pendiente de 0.00061 (3.20 pies por milla) es ligeramente inferior a la pendiente del tramo superior del Valle de Mesilla, que es de 0.00070 (3.67 pies por milla). Ahora bien, si con una pendiente de 0.00048 (2.53 pies por milla) el Río está en equilibrio en el tramo inferior del Valle de Mesilla, puesto que no hay ni socavación ni azolve, debe darse al Río mayor pendiente en el Valle de Juárez-El Paso para llegar a alcanzar el mismo estado de equilibrio, ya que la cantidad de agua que escurre normalmente se reduce mucho en la Presa Internacional.

Minute No. 129 of International Boundary Commission—Contd.

### III.—PROPOSED PLAN

(a) The treatment to be given the river thru the valley to increase the fall from .00034 (1.82 feet per mile) to .00061 (3.2 feet per mile), in order to accelerate the velocity and to let the current of the river carry along the burden of sand and sediment, which has caused the rapid river bottom rising, so marked since the construction of the Elephant Butte Dam, consists of a general straightening following the present channel of the river wherever possible, and cutting across the bends where necessary to decrease length. Along each side of the new channel, and also along each side of the present river where followed, levees will be built of sufficient height and far enough apart to pass the floods. The channel thus created will always be kept clear of brush and other obstructions which might retard the flow. In the alignment, due consideration has been given to the general principle of the compensation of the artificially segregated areas, in order to equalize

### III.—PROYECTO

(a) A fin de aumentar la pendiente del Río en el Valle de Juárez-El Paso de 0.00034 (1.82 pies por milla) a 0.00061 (3.20 pies por milla) y acelerar la velocidad de la corriente de modo que ésta pueda acarrear el azolve que ha determinado el ascenso rápido del fondo del Río, tan marcado desde la construcción de la Presa del Elefante, se proyecta modificar el Río enderezándolo en lo general, siguiendo el cauce actual en donde sea posible, y cortando las vueltas cuando sea necesario, a fin de disminuir la longitud. A cada lado del cauce nuevo y a los lados del cauce actual del Río en donde se siga éste, se construirán diques de altura suficiente y a distancia conveniente para permitir el paso de las avenidas. El cauce así formado se conservará siempre libre de yerbas y obstrucciones que pudieran retardar el escurrimiento. Al hacer el trazo se ha atendido como principio fundamental a igualar las áreas que se segreguen artificialmente, a fin de que la extensión total que

Minute No. 129 of International Boundary Commission—Contd.

the areas which will be cut from one country with those which will be cut from the other.

(b) This treatment brings about the result that the right-of-way to be acquired by each nation will balance practically in area. In general, the water-way proposed will consist of a normal channel of similar size and capacity to the present river bed, with levees set back with a total distance of about five hundred ninety (590) feet (180 meters) between them. Levees will be wide enough on top to permit travel for inspection and repair. The alignment has been so chosen as to avoid as far as possible all highly improved and cultivated areas, but at many places this was impracticable due to the meanderings of the river channel.

(c) The above plan of shortening the river by cut-offs is feasible in this case because Elephant Butte Dam, in conjunction with the proposed Caballo Dam and reservoir, will give practically complete control of the floods. Consequently the river thru the El Paso-Juarez Valley will take on more the nature of a large central drain or canal than a river.

#### IV.—BASIS OF ESTIMATE.

##### 1.—*Cost of Caballo Reservoir*

(a) The cost of the Caballo Dam, including the purchase of the lands to be submerged, has been estimated by the Bureau of Reclamation at about one million two hundred fifty thousand dollars (\$1,250,000) for the one hundred thousand (100,000) acre feet (123,350,000 cubic meters) capacity.

(b) The volume of water passing the Caballo Damsite during the flood of September 1925 was in the neighborhood of twenty-five thousand (25,000) acre feet (30,837,000 cubic meters). Storage in excess of this amount must be

se corte de un país, sea igual a la que se corte del otro.

(b) El trazo hecho de acuerdo con este principio, dá lugar a que las zonas de derecho de vía que debe adquirir cada nación sean prácticamente iguales en extensión. En términos generales, el cauce artificial proyectado consistirá de un cauce de estiaje de dimensiones y capacidad semejantes a las del actual lecho menor del Río y de un cauce mayor limitado en ambos lados por diques distantes como 180 metros (590 pies) uno de otro. Estos diques tendrán un ancho en corona bastante para permitir el tráfico para fines de inspección y reparación. El trazo se ha hecho procurando, en lo posible, no cruzar terrenos cultivados o con mejoras; pero en algunos lugares ésto ha sido impracticable debido a las sinuosidades del Río.

(c) El proyecto de acortamiento del Río por cortes artificiales es factible porque el efecto combinado de las Presas del Elefante y de Caballo, será el de controlar casi por completo las crecientes, y en consecuencia el Río adquirirá más bien los caracteres de un gran canal central en el Valle de Juárez-El Paso.

#### IV.—BASES PARA EL PRESUPUESTO

##### 1.—*Costo de la Presa de Caballo.*

(a) El costo de la Presa de Caballo, incluyendo la adquisición de los terrenos que resulten inundados, ha sido estimado por el "Bureau of Reclamation" en cerca de un millón doscientos cincuenta mil dólares para un almacenamiento de 123.350,000 metros cúbicos (100.000 acres pies).

(b) El volumen de agua que pasó por el sitio de la Presa de Caballo durante la creciente de Septiembre de 1925 fué alrededor de 30.837,000 metros cúbicos (25.000 acres pies). El vaso debe tener capacidad mayor, pa-

provided to take care of possible larger floods and silt depletion. Provision must also be made to store the probable spill from Elephant Butte during times of flood run-off below the dam. Fifty thousand (50,000) acre feet (61,675,000 cubic meters) are allowed for this item and would probably store three or four days' spill. This would permit the floods entering below Caballo to have receded.

(c) Of the total proposed storage of one hundred thousand (100,000) acre feet (123,350,000 cubic meters) approximately fifty thousand (50,000) acre feet (61,675,000 cubic meters) are allowed for flood storage and silt depletion, and fifty thousand (50,000) acre feet (61,675,000 cubic meters) for the control of spill from Elephant Butte.

### 2.—*Segregated Tracts.*

(a) In order that neither nation shall sacrifice national area, it is required that the total land to be segregated or cut off from one country shall equal that to be segregated or cut off from the other. On the attached maps these tracts and their total areas have been shown. Fifty-nine (59) separate tracts will be cut from Mexico and sixty-five (65) separate tracts will be cut from the United States. Their areas vary from 0.10 hectares (.25 acre) to 151 hectares (377 acres). The approximate total area to be cut from Mexico is one thousand four hundred (1400) hectares (3460 acres) and the approximate total area to be cut from the United States is one thousand four hundred (1400) hectares (3460 acres).

### 3.—*San Elizario Island.*

(a) Two alternate routes for the location of the rectified channel along the San Elizario Island are shown on Exhibit No. 2. One

ra recibir azolves y crecientes más grandes que pueden ocurrir. Debe también preverse una capacidad suficiente para retener las demasías probables de la Presa del Elefante durante la época de crecientes abajo de la Presa, habiéndose destinado a este fin un volumen de 61.675,000 metros cúbicos (50.000 acres pies), que corresponde al derrame de la Presa del Elefante durante tres o cuatro días. De esta manera se dará tiempo a que bajen las crecientes abajo de Caballo, antes de que sea necesario dejar salir agua de esta Presa.

(c) Del almacenamiento total proyectado de 123.350,000 metros cúbicos (100.000 acres pies), la mitad aproximadamente, o sean 61.675,000 metros cúbicos (50.000 acres pies) se destinan al almacenamiento de aguas de creciento y al azolve, y la otra mitad, o sean 61.675,000 metros cúbicos (50.000 acres pies) al control de las demasías del Elefante.

### 2.—*Terrenos por Segregar.*

(a) A fin de que ninguno de los dos países sufra pérdida de territorio Nacional, se ha establecido como requisito fundamental que la extensión total de terreno que se segregue de un país sea igual a la que se segregue del otro. En los planos adjuntos aparecen estos terrenos por segregar y sus áreas totales, figurando 59 parcelas que deberán segregarse de México y 65 parcelas por segregar de los Estados Unidos, con áreas variables desde 0.10 hectáreas (0.25 acres) hasta 151 hectáreas (377 acres). La extensión total aproximada que se segregará de México es de 1400 hectáreas (3460 acres) y la extensión total aproximada que se segregará de los Estados Unidos es también de 1400 hectáreas (3460 acres).

### 3.—*Isla de San Elizario.*

(a) En el anexo No. 2 aparecen a lo largo de la Isla de San Elizario dos trazos para el cauce rectificado, de los cuales uno



Minute No. 129 of International Boundary Commission—Contd.

route follows in a general way the present river while the other follows in a general way the present boundary. The two routes are almost identical in length, and have practically the same gradient and grade elevation.

(b) The river route, by following the present river, is located entirely in the United States and passes thru areas largely undrained and uncultivated, while the boundary route passes largely thru highly cultivated and valuable areas. Therefore the costs of rights-of-way will be less with the river route and no areas will be segregated in the sense of changed national jurisdiction. The alignment possible with the boundary route is considerably better than that of the river route, especially at the lower end of the Island, where a sharp curve is necessary if the river route is used.

(c) The boundary route makes more feasible the carrying thru of irrigation and drainage works needed by Mexico, as the present boundary in places is located practically against the toe of the mesa. On the other hand, the abandonment of the river requires the building in the United States of a feeder canal to re-establish water deliveries to the Tornillo Canal system.

(d) The boundary route is estimated to cost about seventy-five thousand dollars (\$75,000) more than the river route, due largely to the higher value of the lands required for the right-of-way and the segregated areas, and to the disestablishment of some of the irrigation and drainage works now constructed in the United States of America with the river in its present location. The equalizing of all the segregated tracts and the estimate submitted herewith both are based on following the boundary route along the San Elizario Island.

sigue en general, el cauce actual del Río, y el otro el actual Límite Internacional. Los dos trazos son prácticamente de las mismas longitud, pendiente y elevación.

(b) Como el trazo por el Río sigue el cauce actual de la corriente, queda enteramente en los Estados Unidos y atraviesa terrenos en su mayor parte incultos y sin drenaje, mientras que el trazo por el Límite Internacional cruza terrenos cultivados y valiosos. Por lo tanto, el costo del derecho de vía será menor si se sigue el trazo por el Río, y no habrá cambios de jurisdicción nacional en los terrenos por segregarse. El trazo por el Límite Internacional es notablemente mejor que el trazo por el Río, principalmente en el extremo inferior de la Isla, en donde se requiere una curva pronunciada en caso de seguir el trazo por el Río.

(c) El trazo por el Límite Internacional facilita la ejecución de obras de riego y de drenaje necesarias para México, pues el actual Límite Internacional en varios lugares toca el pie de las lomas. Por otra parte, el abandono del Río, exige la construcción en territorio de Estados Unidos, de un canal para abastecer de agua el actual sistema del canal de Tornillo.

(d) El trazo por el Límite Internacional costará como 75.000 dólares más que el trazo por el Río, principalmente por el mayor valor de los terrenos destinados a derecho de vía y de las parcelas por segregarse, y por la inutilización de algunas obras de riego y de drenaje que actualmente existen en esta zona de los Estados Unidos. En el proyecto que se presenta, la compensación de las áreas por segregarse y el costo de las obras están estudiados para el trazo por el Límite Internacional en la Isla de San Elizario.

## V.—GENERAL.

1.—*Velocities.*

(a) The requirements of the project indicate two important limiting velocities; namely, that the maximum velocity in the flood channel at full flow must not entail expensive bank protection, and that the minimum velocity in the normal flow channel must be high enough to carry the annual increment of sand and silt to prevent channel upbuilding.

(b) The increase in average gradient, which is from .00035 to .00061, or from 1.82 feet per mile to 3.2 feet per mile, and which is brought about by the shortening in the river length, will produce velocities of from five to six feet (1.52 to 1.83 meters) per second at full flow, depending on the cross section and the gradient of the particular section considered.

(c) These velocities can be safely carried in the channel designed for this project where the alignment is reasonably straight and the cross section relatively wide.

(d) The data on normal flow indicates that the low water channel will have a velocity of around three feet (0.91 meters) per second. Experience on the Rio Grande Irrigation Project, in the sluicing of canals in the design of sand skimming devices, has shown that such velocities are capable of carrying the usual sand and silt borne by the Rio Grande.

2.—*Coefficient of Roughness.*

(a) The value of "n" in Kutter's Formula adopted for use on this project is  $n=.025$  for the normal flow channel and  $n=.030$  for the flood channel. These values follow closely those determined on the Miami Conservancy District at Dayton, Ohio, taking such tests as are believed to nearly duplicate the conditions to be encountered on this project. On one particular determination where the channel was covered with weeds, and the flow was

## V.—GENERAL.

1.—*Velocidades.*

(a) Las necesidades del proyecto establecen los siguientes límites de velocidad: La velocidad máxima en el cauce mayor a plena capacidad no debe motivar trabajos costosos de protección de los diques, y la velocidad mínima en el cauce de estiaje debe ser suficiente para acarrear el incremento anual de azolve a fin de evitar la elevación del cauce.

(b) El aumento de pendiente media de 0.00035 a 0.00061 (de 1.82 a 3.20 pies por milla), que se obtendrá mediante el acortamiento de la longitud del Río, producirá velocidades a plena capacidad entre 1.52 y 1.83 metros por segundo (5 y 6 pies por segundo), de acuerdo con la sección transversal y la pendiente en el lugar que se considere.

(c) Estas velocidades máximas pueden alcanzarse sin peligro en el cauce que se ha proyectado, en vista de que el trazo está constituido por numerosos tramos rectos y las secciones transversales son relativamente anchas.

(d) Los cálculos hechos para el gasto de estiaje indican que la velocidad en el cauce menor será alrededor de 0.91 metros por segundo (3.0 pies por segundo). Por experiencia se ha visto en el Sistema de Irrigación del Río Grande que esta velocidad tiene capacidad bastante para acarrear los sedimentos que comunmente lleve el Río Bravo.

2.—*Coefficiente de Rugosidad.*

(a) En los cálculos se han adoptado como valores de "n" en la fórmula de Kutter, para el cauce de estiaje  $n=0.025$  y para el cauce mayor  $n=0.030$ . Estos valores son semejantes a los que se determinaron experimentalmente en el Distrito de Miami, en Dayton, Ohio, para aquellos casos en que las condiciones eran casi las mismas que las del actual proyecto. En uno de los experimentos, estando el cauce cubierto de yerbas, y siendo el gasto de

Minute No. 129 of International Boundary Commission—Contd.

around twenty-three thousand (23,000) second feet (6520 cubic meters per second) the value of "n" was determined to be .0298, whereas the values for the same channel when free from weeds varied from .023 to .0255.

cerca de 652 metros cúbicos por segundo (23.000 pies cúbicos por segundo), se obtuvo para "n" el valor de 0.0298, y en el mismo cauce en el tramo en que se encontraba libre de vegetación, los valores de "n" variaron de 0.023 a 0.0255.

### 3.—Cross-sections

(a) The cross-sections adopted as best suited to the requirements of the project are shown on the attached Exhibit No. 3. It will be noted that two cross-sections are shown. These are identical except in the placement of the normal flow channel. The one to be used from El Paso-Juarez to the lower end of the San Elizario Island places the normal flow channel in the center while the one to be used from the lower end of the San Elizario Island to the mouth of Quitman Canyon places the normal flow channel adjacent to the left levee. This different treatment of the two sections of the river is required because, in the upper part, the land passed thru in the making of cut-offs is generally low ground lying from only slightly above the proposed river grade to, in some cases, slightly below the proposed grade. Thru this section the amount of material to be excavated from the proposed new channel is small and can be wasted adjacent to the normal flow channel without seriously decreasing flood channel capacities. Throughout the lower section deeper cuts are encountered and spoiling into the flood channel is impracticable. This changed condition is met by placing the normal channel adjacent to the left levee where the material excavated can be placed to form the left levee or can be wasted beyond the flood channel.

(b) The proposed cross-section has levees spaced 180 meters (590 feet) apart with levee heights of

### 3.—Secciones Transversales.

(a) Las secciones transversales adoptadas como más adecuadas para las exigencias de este proyecto, se muestran en el anexo No. 3. Podrá observarse que aparecen dos secciones transversales que difieren sólo en la posición del cauce de estiaje. En la Sección para el tramo comprendido entre Juárez-El Paso y el extremo inferior de la Isla de San Elizario, el cauce de estiaje está colocado en el centro, mientras que en la sección correspondiente al tramo comprendido entre el extremo inferior de la Isla de San Elizario y la entrada del Cañón de Quitman, el cauce de estiaje queda situado junto al dique del lado izquierdo. Esta diferencia en las secciones obedece a que en la parte superior, el terreno en que se harán los cortes es en general bajo, queda un poco más alto que la plantilla del cauce proyectado, y en algunos casos ligeramente más abajo. En este tramo el volumen de material que deba excavarse para formar el cauce menor proyectado, es relativamente pequeño y puede depositarse a los lados del cauce de estiaje sin que por ellos disminuya seriamente la capacidad del cauce mayor. En cambio, en el tramo inferior los cortes son más profundos y no puede hacerse dentro del cauce mayor el depósito del material excavado, por lo que se ha pensado colocar el cauce de estiaje adyacente al dique izquierdo y poder así aprovechar el material excavado en la construcción de este dique o moverlo hasta afuera del cauce mayor.

(b) En las secciones transversales proyectadas, los diques distan 180 metros (590 pies) y su

about 2.2 meters (7.2 feet). In actual construction levee heights will vary from nothing, where bench lands are encountered, to four and a half meters (15 feet) where the old river channel is crossed. The levee section proposed has a five meter (16.4 feet) crown with side slopes of two to one. This will permit the use of the top as a road for inspection and repair.

(c) The normal flow channel is designed with a bottom width of twenty meters (66 feet) as this channel width seems to best fit the present channel width of the river. Side slopes are 1:1 except throughout the lower section where 2:1 slope is proposed on the side adjacent to the left levee.

(d) Gradients vary from .00045 (2.38 feet per mile) to .0008 (4.26 feet per mile) and the levee heights have been changed to conform, always adding 0.6 meters (2 feet) as freeboard.

(e) The estimated capacity below the 0.6 meters (2 feet) freeboard varies from ten thousand seven hundred (10,700) second feet (3,030 cubic meters per second) to eleven thousand five hundred (11,500) second feet (3,260 cubic meters per second).

#### 4.—*Right-of-way.*

(a) The total right-of-way required is eight thousand one hundred sixty (8,160) acres (3,300 hectares). This is equally divided between the two countries to Mexico four thousand eighty (4,080) acres (1,650 hectares) and to the United States four thousand eighty (4,080) acres (1,650 hectares). In addition to the land actually occupied by the works, a strip fifteen meters (49 feet) wide outside the land tow of each levee has been included for use in levee maintenance or possible future levee widening.

altura media es de 2.25 metros (7.2 pies). En la práctica, las alturas de los diques variarán desde cero, en donde haya terreno alto, hasta 4.5 metros (15 pies) en los cruzamientos del cauce viejo del Río. Según el proyecto, la sección de los diques tiene 5 metros en la corona (16.4 pies), con taludes de dos por uno. En estas condiciones se podrán usar las coronas como camino para fines de inspección y reparación.

Minute No. 129 of International Boundary Commission—Contd.

(c) El cauce de estiaje proyectado tiene un ancho en el fondo de 20 metros (66 pies), que es el que parece concordar mejor con el del cauce actual del Río. Los taludes son de uno por uno, y solamente en el tramo inferior se proyecta un talud de dos por uno en el lado adyacente al dique izquierdo.

(d) Las pendientes varían desde 0.00045 hasta 0.00080 (2.37 a 4.26 pies por milla) y las alturas de los diques se han ajustado a la pendiente del cauce, aumentando siempre una altura de 0.60 metros (2 pies) como margen de seguridad.

(e) La capacidad calculada para el cauce hasta una altura de 0.60 metros (2 pies) abajo de la corona de los diques, varía entre 3030 y 3260 metros cúbicos por segundo (10,700 y 11,500 pies cúbicos por segundo).

#### 4.—*Derecho de Vía.*

(a) La extensión total necesaria de terreno para derecho de vía es de 3,300 hectáras (8,160 acres), repartida por mitad entre los dos países, correspondiendo a México 1,650 hectáras (4,080 acres) y a los Estados Unidos 1,650 hectáras (4,080 acres). El derecho de vía incluye, además del terreno ocupado por las obras, una faja de 15 metros (49 pies) de ancho contada desde el pie del talud del lado de tierra de cada dique, y que se destina a la conservación o a la ampliación futura de los diques.

5.—*Clearing.*

(a) The area to be cleared is estimated as seventy per cent of the total area required for the right-of-way. A part of the right-of-way is now cleared and in cultivation, and in addition a considerable part is now occupied by the present river. Unit cost is sixty-two dollars fifty cents per hectare, or about twenty-five dollars per acre. The work to be done consists of brush cutting, some grubbing, and the plowing of the area between the borrow pits and the normal channel.

6.—*Earthwork.*

(a) All earthwork of both channel excavation and levee embankment is planned to be accomplished by machine methods, and the unit cost used in the estimates is eighteen cents per cubic meter which is about that developed on similar work in that locality. The machines best suited to the work are draglines equipped with one hundred foot booms, with buckets from two to three cubic yards in capacity, although on a great part of the levee work smaller equipment can be used economically. Proper provision has been made in the unit cost for full machine upkeep and depreciation, and for the hazards of the work such as untimely high water, soft and marshy ground and unusable soft material.

(b) It is planned to secure material for the levee embankment from the channel excavation in building the left levee from the lower end of San Elizario Island to the mouth of Quitman Canyon. At practically all the other locations the material will be secured from discontinuous borrow pits located on the channel side of the levees. Practically no material will require a second handling.

5.—*Desmorte.*

(a) Se estima necesario desmontar el 70 por ciento de la extensión total del derecho de vía, pues parte de esa faja está actualmente en cultivo y otra parte considerable está ocupada por el cauce actual del Río. Se ha calculado un costo de 62.50 dólares por hectárea (25 dólares por acre) para este trabajo, que consistirá en cortar las yerbas desenraizar y arar la parte comprendida entre las zanjas de préstamo y el canal de estiaje.

6.—*Terracerías.*

(a) Todo el trabajo de terracerías, tanto el correspondiente a la excavación del cauce, como a los terraplenes de los diques, se hará empleando excavadoras; habiéndose aceptado un costo unitario en el presupuesto, de 18 centavos de dólar por metro cúbico, costo análogo al obtenido en trabajos semejantes en la localidad. Las máquinas más adecuadas para el trabajo serán palas o dragas mecánicas provistas de plumas de cien pies de longitud y cucharones de dos a tres yardas cúbicas de capacidad, aunque en algunas partes de los diques puede usarse con economía equipo más chico. Al fijar el precio unitario se han incluido partidas correspondientes a reparaciones, depreciación de maquinaria y circunstancias imprevistas, como crecientes extemporáneas, terreno flojo y pantanoso, y material escurridizo e inútil.

(b) En el tramo comprendido desde el extremo inferior de la Isla de San Elizario hasta la entrada del cañón de Quitman, se proyecta emplear el material de excavación del cauce para construir el dique izquierdo. En todos los demás casos, el material se tomará de zanjas de préstamo interrumpidas situadas del lado del Río de los diques. En la práctica no será necesario el doble traspaleo del material.

7.—*Work near El Paso-Juarez.*

(a) The item of one hundred twenty five thousand dollars (125,000) covers contemplated work on the section of river between International Dam and Cordova Island, and includes the extension and straightening of the present levees, the removal of existing obstructions, and purchase of title to all lands lying on the channel side of the present levees.

7.—*Obras cerca de Juárez-El Paso.*

(a) En el presupuesto figura una partida de 125.000 dólares destinada a las obras que se consideran necesarias en el tramo del Río comprendido entre la Presa Internacional y el Corte de Córdoba, tales como la prolongación y el refuerzo de los diques actuales y la remoción de las obstrucciones existentes y a la adquisición del título de propiedad sobre todos los terrenos particulares que ahora quedan dentro del cauce entre los diques.

8.—*Changes in Canals and Drains.*

(a) The sum of two hundred twenty five thousand dollars (\$225,000) is carried in the estimate to cover the cost of rebuilding all constructed irrigation and drainage works where they will be interfered with by the proposed river work. This work will include the rearrangement of the irrigation systems on both sides of the river, especially in the area below Monument No. 1 of San Elizario Island, and changed drain outlets on the United States side in the same area. The sum of seventy-five thousand dollars has been allocated to Mexico and one hundred fifty thousand dollars to the United States.

8.—*Cambios en los Canales y en los Drenes.*

(a) En el presupuesto aparece la suma de 225.000 dólares para cubrir los gastos de reconstrucción de las obras de riego y drenaje ahora existentes que resulten afectadas con los trabajos de rectificación proyectados. Estas obras incluyen la readaptación de los sistemas de riego en ambos lados del Río, especialmente en la región abajo del monumento No. 1 de la Isla de San Elizario, y los cambios de desagues de los drenes en el lado Americano en la misma región. Se ha asignado a México la suma de 75.000 dólares y a los Estados Unidos 150.000 dólares.

9.—*Bridges.*

(a) Present bridges will either have to be lengthened or moved, depending on how they fit with the new plan and probably several more bridges will have to be built. The estimate of the amount of this item is three hundred thousand dollars. (\$300.000).

9.—*Puentes.*

(a) Será necesario alargar o cambiar de sitio varios de los Puentes existentes para adaptarlos al nuevo cauce y además será tal vez necesario construir varios puentes nuevos. Para estos objetos se ha incluido una partida de 300.000 dólares.

10.—*Grade Controls.*

(a) Because the effects of the introduction of steeper gradients in the river channel are problematical, and considerable scour may develop, and because the irrigation supply must be diverted at certain places, there has been set up in the estimate

10.—*Estructuras de Control de la Pendiente.*

(a) Teniendo en cuenta que los efectos del aumento de pendiente del cauce del río no pueden precisarse de antemano, y que pudieran ocurrir socavaciones; y considerando también que debe derivarse agua para riego en determinados lugares, se ha hecho

Minute No. 129 of International Boundary Commission—Contd.

an amount of dollars 675.000 to meet the cost of grade control structures. This amount is deemed sufficient to build ten such structures. The immediate construction of three or four is contemplated—located at such places as the need of irrigation diversion dictates. The others will be built if their need becomes apparent.

#### 11.—*Engineering, Contingencies and Overhead.*

(a) An allowance of twenty per cent has been added to cover the cost of the above item. A relatively low engineering cost should result, due to the magnitude of the quantities involved. Contingencies are not serious, as the flow of the river is largely controlled by Elephant Butte Dam, and no long-lasting floods are probable. Overhead should be no higher than on other similar work.

#### VI.—COST WITHOUT CABALLO DAM.

(a) During December 1928, a report was made on the probable floods at El Paso-Juarez, with and without, the additional flood control of a retention reservoir at Caballo. The data then available indicated a maximum flood of eight thousand (8.000) second feet (226 cubic meters per second) with the Caballo Dam, and a maximum flood of eighteen thousand second feet (510 cubic meters per second) without the Caballo Dam. Since that time additional data has been acquired, and studies have shown that the assumed maximum flood with the Caballo Dam should be eleven thousand second feet (314 cubic meters per second), and that the assumed maximum flood without the Caballo Dam should be twenty thousand second feet (576 cubic meters per second).

figurar en el presupuesto la suma de 675.000 dólares destinada a la construcción de estructuras que permitan controlar la pendiente, estimándose que dicha suma es suficiente para construir hasta diez estructuras. Por lo pronto se proyecta la construcción inmediata de tres o cuatro estructuras de control en aquellos lugares en que sea necesario derivar agua para riego; las demás se construirán si así lo exigen las necesidades.

#### 11. *Dirección Técnica, Administración e Imprevistos.*

(a) Por estos conceptos se ha aumentado al costo de las obras el 20%. Los gastos por concepto de dirección técnica serán bajos, debido a la magnitud de las obras. Las contingencias no serán muy serias, dado que el Río está regularizado por la Presa del Elefante y no es probable que ocurran crecientes de larga duración. Los gastos de administración no serán mayores que en obras semejantes.

#### VI.—COSTO SIN LA PRESA DE CABALLO.

(a) En diciembre de 1928 se hizo un estudio comparativo de gastos de crecientes probables frente a Juárez-El Paso considerando dos casos: 1o. Que se construyera el vaso de retención de Caballo y 2o. Que no se construyera este vaso. Los datos entonces disponibles indicaban que en caso de construirse la Presa de Caballo el gasto máximo de crecientes podría ser de 226 metros cúbicos (8.000 pies cúbicos) por segundo; y que en caso de no construirse esa presa el gasto máximo de crecientes podría ser de 510 metros cúbicos (18.000 pies cúbicos) por segundo. Datos recogidos posteriormente y estudios más recientes, han aconsejado tomar como gastos máximos de crecientes, los de 314 metros cúbicos (11.000 pies cúbicos) por segundo, con la presa de Caballo y 576 metros cúbicos (20.000 pies cúbicos) por segundo, sin la presa de Caballo.

(b) In adopting a design for the twenty thousand second foot (576 cubic meters per second) channel it was found necessary to increase the distance between levees from one hundred eighty meters (590 feet) to two hundred ninety meters (950 feet) for the upper part of the valley, or from El Paso-Juarez to Alamo Arroyo. For the lower part, or from Alamo Arroyo to the end it was found necessary to increase the size of the excavated channel from twenty meter (66 foot) base to a thirty meter (99 foot) base, and to raise the levees one meter (3.3 feet).

(c) Estimates show that the works required from Land Monument No. 1 to the mouth of the canyon below Fort Quitman will cost about one million five hundred thousand dollars more when designed for the twenty thousand second foot (576 cubic meters per second) channel than when designed for the eleven thousand second foot (314 cubic meters per second) channel. The principal items of difference are the increase in rights-of-way required due to the widening between levees in the upper part, or from El Paso-Juarez to the Alamo Arroyo; the increase in earthwork, due principally to the larger cross-section needed thru the deep cuts below the Alamo Arroyo, and to the lengthening of the grade control structures and the bridges. There is also an increase in the amount of clearing necessary.

(d) The additional area required for rights-of-way is about eight hundred hectares (2,000 acres) and will cost one hundred thousand dollars. The additional earthwork required is about four million one hundred fifty thousand cubic meters (5,424,000 cubic yards) which at eighteen cents per cubic meter amounts to seven hundred forty-seven thousand

(b) Al hacer los estudios del proyecto para un cauce de 576 metros cúbicos (20.000 pies cúbicos) por segundo, se vió la necesidad de aumentar la distancia entre los diques de 180 metros (590 pies) a 290 metros (950 pies), en la parte alta del Valle comprendida entre Juárez-El Paso y el Arroyo del Alamo. En la parte inferior, es decir, desde el Arroyo del Alamo hasta el final, fué necesario aumentar el ancho del fondo del canal por exceder de 20 metros (66 pies) a 30 metros (99 pies) y aumentar en un metro (3.3 pies) la altura de los diques.

(c) Estimaciones comparativas de costo, hacen ver que las obras necesarias en el tramo desde el monumento número uno de la línea terrestre hasta la entrada del cañón abajo de Fort Quitman implicaría un costo excedente como de 1.500,000 dólares cuando se proveyera un cauce de 576 metros cúbicos (20.000 pies cúbicos) por segundo, sobre el costo correspondiente a un cauce de 314 metros cúbicos (11.000 pies cúbicos) por segundo. Esta diferencia se debe principalmente al aumento en la superficie del terreno destinado a derecho de vía, debido a la mayor distancia entre los diques, en la parte alta, entre Juárez-El Paso y el arroyo El Alamo; al aumento en el volumen de terracerías, debido principalmente a la mayor sección transversal requerida en los cortes profundos abajo del Arroyo del Alamo; y a la mayor longitud de los puentes y de las estructuras de control de la pendiente. También se aumenta el área por desmontar.

(d) El área adicional para derecho de vía es como de 800 hectáras (2000 acres), con un costo de 100.000 dólares. El volumen adicional de terracerías se estima en 4.150,000 metros cúbicos (5.424,000 yardas cúbicas), que, a razón de 0.18 dólares por metro cúbico importaría 747.000 dólares. El aumento de longitud de las estructuras de



Minute No. 129 of International Boundary Commission—Contd.

dollars. The lengthening of grade control structures and bridges will cost an additional three hundred fifty thousand dollars. The additional clearing required will cost thirty-five thousand dollars. The total of the above items is one million two hundred thirty-two thousand dollars which, when increased by twenty per cent allowed for engineering, overhead and contingencies, makes a total additional cost of one million four hundred eighty thousand dollars.

(e) Therefore, the cost (\$1,250,000) of the Caballo Dam is more than offset by the economies made possible in the works from Land Monument No. 1 to the mouth of Quitman Canyon. Indeed, a saving of two hundred fifty thousand dollars is achieved. This saving is in addition to a reduction of 800 hectares (2,000 acres) in the land used for the channel which would be otherwise irredeemably lost for cultivation, and to an unknown amount annually saved in less expensive maintenance.

## VII. RECOMMENDATIONS.

The following recommendations are respectfully submitted:

(a) That the rectified channel be constructed as described and outlined in this report and the attached exhibits.

(b) That a flood detention dam, with a reservoir of not less than one hundred thousand acre feet (123,350,000 cubic meters) capacity be built at Caballo, New Mexico.

(c) That the areas to be detached from each country be brought into balance by such shifting of the river location as the Commission may decide.

(d) That the areas to be detached and those required for right-of-way be acquired by each nation so that all private rights to these lands be extinguished.

control de la pendiente y de los puentes importaría la suma adicional de 350,000 dólares. Por concepto de desmontes se aumentarían 35,000 dólares. El total de las cantidades anteriores es de 1,232,000 dólares, y si a esta cantidad se agrega el 20% por concepto de dirección, administración e imprevistos, el costo total adicional sería de 1,480,000 dólares.

(e) Así pues, se ve que el costo de la Presa de Caballo, que es de 1,250,000 dólares, resulta ampliamente compensado por las economías que pueden hacerse en las obras entre el Monumento No. 1 de la línea terrestre y la entrada del Cañón de Quitman, lográndose un ahorro de 250,000 dólares. Además de este ahorro, se disminuye en 800 hectáreas (2000 acres) la extensión de terreno que, por formar parte del cauce, resultaría irremisiblemente perdida para el cultivo y a la vez se ahorra por concepto de gastos de conservación una cantidad anual cuyo monto no puede precisarse.

## VII. RECOMENDACIONES.

Con todo respeto se hacen las siguientes recomendaciones:

(a) Que se construya el cauce rectificado de acuerdo con los lineamientos establecidos en este informe y en sus anexos.

(b) Que se construya una presa de retención con un vaso de capacidad no menor de 123,350,000 Mts. cúbicos (100,000 acres pies) en Caballo, Nuevo México, E. U. A.

(c) Que se iguallen las áreas por segregar de cada país modificando el trazo del cauce proyectado, en la forma que la Comisión estime conveniente.

(d) Que cada país adquiera la parte que le corresponda de los terrenos—por segregar y de los necesarios para derecho de vía, a fin de extinguir los derechos de propiedad particular sobre dichos terrenos.

(e) That the balanced detached tracts and the acquired rights-of-way be exchanged between the two nations so that each nation will have jurisdiction to the center of the rectified channel where it forms the boundary line.

(f) That the International Boundary Commission have full control over the work during its construction, and over its maintenance when completed.

### VIII. EXHIBITS.

Five exhibits are attached, as follows:

#### EXHIBIT No. 1.—River Gradients.

This shows graphically the present river gradients between Elephant Butte and Quitman Canyon, and the proposed new gradient which the river shortening will bring about.

#### EXHIBIT No. 2.—Location Map.

This is a map of the El Paso-Juarez Valley on which is shown the located line and the segregated areas in color and in numerical table. Two routes are shown at the San Elizario Island, one following generally the present river, and the other following generally the present boundary.

#### EXHIBIT No. 3.—Typical Cross-Sections.

This exhibit graphically illustrates the cross-sections proposed for use, and gives the theoretical hydraulic functions.

#### EXHIBIT No. 4.—Drainage Areas.

This exhibit indicates in colors and in figures the drainage area controlled by Elephant Butte Dam, and that to be controlled by the Caballo Dam.

#### EXHIBIT No. 5.—Estimate of Cost.

(e) Que ambos países cambien entre sí las áreas iguales de terrenos segregados, así como la parte respectiva de los terrenos adquiridos para derecho de vía, a fin de que cada país tenga, en el futuro, jurisdicción hasta el centro del cauce rectificado en donde éste constituya el Límite Internacional.

(f) Que la Comisión Internacional de Límites tenga a su cargo los trabajos de construcción de las obras y la conservación de ellas una vez terminadas.

### VIII. ANEXOS.

Se acompañan los cinco anexos siguientes:

#### ANEXO NUMERO 1.—Perfiles del Río.

Muestra gráficamente el perfil actual del Río entre la Presa del Elefante y el Cañón de Quitman y el perfil que se obtendrá al hacer la rectificación del Río.

#### ANEXO NUMERO 2.—Plano de localización.

En un plano general del Valle de Juárez-El Paso se ha mostrado el trazo preliminar indicándose en colores y en una tabla numérica los terrenos por segregar. En la Isla de San Elizario se muestran dos trazos, uno que sigue en general el cauce actual del Río y otro que sigue en general el actual Límite Internacional.

#### ANEXO NUMERO 3.—Secciones Transversales tipos.

En este anexo aparecen gráficamente las secciones transversales proyectadas, con sus características hidráulicas.

#### ANEXO NUMERO 4.—Cuencas de drenaje.

En este anexo se han indicado con colores y con cifras numéricas las cuencas de drenaje controladas por la presa del Elefante y por la proyectada Presa de Caballo.

#### ANEXO NUMERO 5.—Presupuesto.

## IX.—ACKNOWLEDGMENTS.

In the preparation of this report the Consulting Engineers have been assisted by the technical advisers, Messrs. W. E. Robertson, Chairman of the El Paso Chamber of Commerce River Rectification Committee, and Salvador Arroyo, Chief Engineer of the Juarez Flood Control Commission; and have made use of the wealth of data contained in previous reports on this problem. Acknowledgment is made to the various engineers and agencies who collected this data and made the following reports:

1.—“Report on Rio Grande Rectification”, by Special Committee of Engineers, El Paso Chapter, American Association of Engineers, June 5, 1922.

2.—“Report of Conditions of the Rio Grande on the Rio Grande Project”, by L. M. Lawson, Engineer, United States Department of the Interior, March 10, 1925.

3.—“Channel Improvement of the Rio Grande below El Paso”, by Salvador Arroyo, Mexican Federal Civil Engineer, March 1925.

4.—“Statement to the United States and Mexican Governments and the International Boundary Commission on Rectification of a Portion of the Rio Grande, Juarez and El Paso Valleys”, by Salvador Arroyo and L. M. Lawson, April 25, 1925.

5.—“Joint Report on the Preceding Report” (No. 4), by Armando Santacruz, Jr. and Randolph E. Fishburn, Consulting Engineers of the International Boundary Commission, May 12, 1925.

## IX.—COLABORACION.

(a) En la preparación de este informe colaboraron con los Ingenieros Consultores de la Comisión, los Asesores Técnicos, Señores, Ingenieros Salvador Arroyo, Jefe de la Comisión de Obras de Defensa del Río Bravo en Juárez, Chih., y W. E. Robertson, Presidente del Comité de Rectificación del Río de la Cámara de Comercio de El Paso; habiéndose aprovechado los datos valiosos contenidos en informes previamente formulados sobre este problema por diversos ingenieros y Oficinas, principalmente los siguientes:

1.—“Informe sobre la Rectificación del Río Bravo”, por el Comité especial de Ingenieros del Capítulo de El Paso de la Asociación Americana de Ingenieros. 5 de junio de 1922.

2.—“Informe sobre las condiciones del Río Bravo en el Sistema de Irrigación Río Grande”, por L. M. Lawson, Ingeniero del Departamento del Interior de los Estados Unidos. 10 de marzo de 1925.

3.—“Mejoramiento del cauce del Río Bravo abajo de El Paso” por el Ingeniero Salvador Arroyo, del Gobierno de México. Marzo de 1925.

4.—“Memoria presentada a los Gobiernos de México y de los Estados Unidos y a la Comisión Internacional de Límites relativa a la rectificación de un tramo del Río Bravo en el Valle de Juárez-El Paso”, por los Ingenieros Salvador Arroyo y L. M. Lawson. 25 de abril de 1925.

5.—Informe común sobre la “Memoria” anterior, por los señores Randolph E. Fishburn y Armando Santacruz Jr., Ingenieros Consultores de la Comisión Internacional de Límites. 12 de mayo de 1925.

6.—“Effect of Rio Grande Storage on River Erosion and Deposition”, by L. M. Lawson, Project Superintendent, United States Bureau of Reclamation, El Paso, Texas, May 1928.

7.—“The Present Regimen of the Upper Rio Grande and the Problem the River has Created in the El Paso-Juarez Valley”, by Salvador Arroyo, Chief Engineer of Juarez Flood Control Commission, May 1928.

8.—“Statement Regarding Rectification of the Rio Grande”, by J. L. Savage, Designing Engineer, United States Bureau of Reclamation, November 28, 1928.

9.—“Report on Preliminary Estimates, Rectification of the Rio Grande El Paso-Juarez to Quitman Canyon”, by Salvador Arroyo and C. M. Ainsworth, December 1928.

10.—“Proposed Rectification of the Rio Grande from El Paso-Juarez to Quitman Canyon”, by R. M. Priest, Superintendent of the Yuma Project, United States Bureau of Reclamation, May 2, 1929.

Respectfully submitted,  
July 16, 1930.

(Sgd.) C. M. AINSWORTH  
*Consulting Engineer*  
*United States Section.*

(Sgd.) ARMANDO SANTACRUZ  
*Consulting Engineer,*  
*Mexican Section.*

6.—“Efectos del almacenamiento de las aguas del Río Grande sobre la erosión y el azolve de la corriente”, por el Ingeniero L. M. Lawson, Superintendente del Sistema, Oficina de Irrigación de los Estados Unidos. El Paso, Texas. Mayo de 1928.

7.—“El régimen actual del Alto Río Grande y el problema a que ha dado lugar en el valle de Juárez-El Paso”, por el Ingeniero Salvador Arroyo, Jefe de la Comisión de Obras de Defensa del Río Bravo en C. Juárez, Chih. Mayo de 1928.

8.—“Informe sobre la rectificación del Río Grande” por J. L. Savage, Ingeniero Projectista en Jefe del “Bureau of Reclamation” de los Estados Unidos. 28 de noviembre de 1928.

9.—“Informe sobre presupuestos preliminares para la rectificación del Río Bravo de Juárez-El Paso al cañón de Quitman”, por los Ingenieros Salvador Arroyo y C. M. Ainsworth. Diciembre de 1928.

10.—“Proyecto de rectificación del Río Bravo entre Juárez-El Paso y el Cañón de Quitman”, por el Ingeniero R. M. Priest, Superintendente del Sistema de Yuma del “Bureau of Reclamation” de los Estados Unidos. 2. de Mayo de 1929.

Con todo respeto.  
México, D.F., julio 16 de 1930.

(Fdo.) ARMANDO SANTACRUZ  
*Ingeniero Consultor—de la*  
*Sección Mexicana.*

(Fdo.) C. M. AINSWORTH  
*Ingeniero Consultor de la*  
*Sección de Estados Unidos.*

To the Honorable Commissioners,  
International Boundary Commission,  
United States and Mexico.

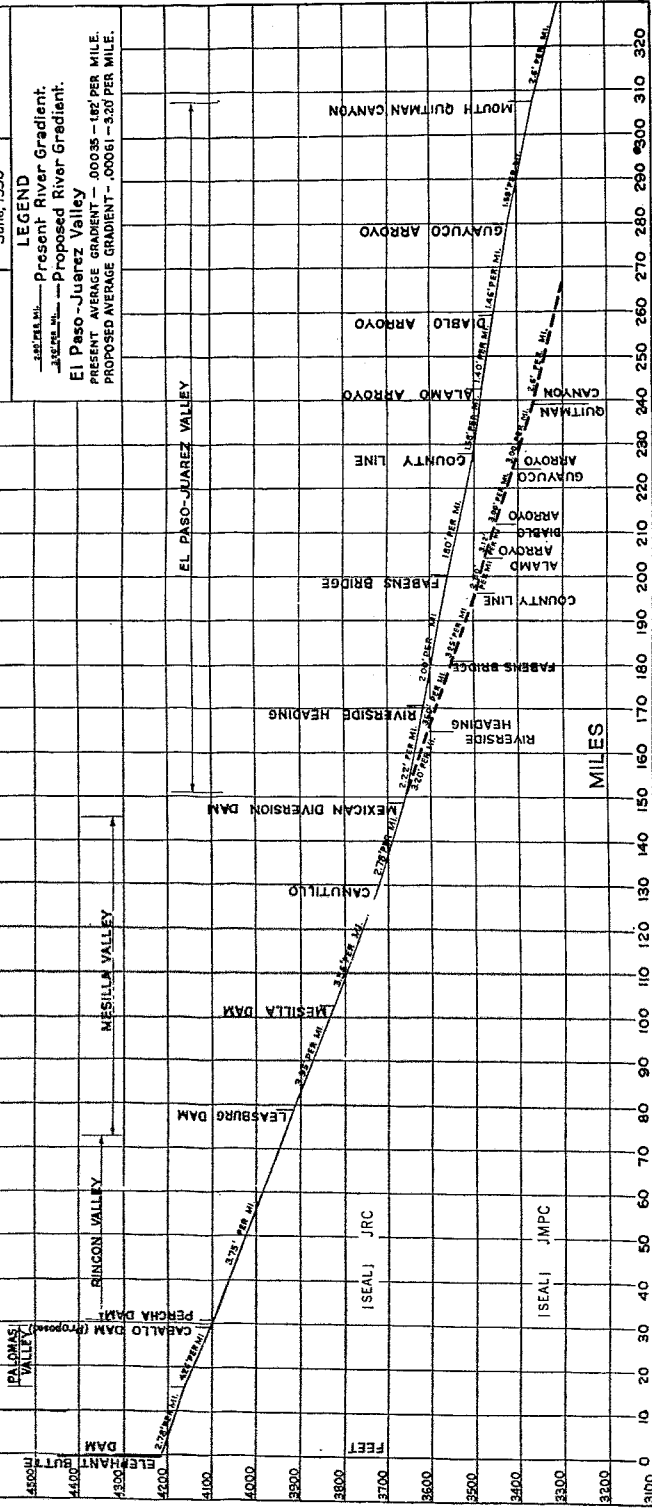
A los Honorables Comisionados de  
la Comisión Internacional de  
Límites entre México y los  
Estados Unidos.

PRESENTES.

**INTERNATIONAL BOUNDARY COMMISSION  
UNITED STATES AND MEXICO  
RIVER RECTIFICATION  
El Paso-Juarez Valley.  
RIVER GRADIENTS**

El Paso, Texas,  
June, 1930

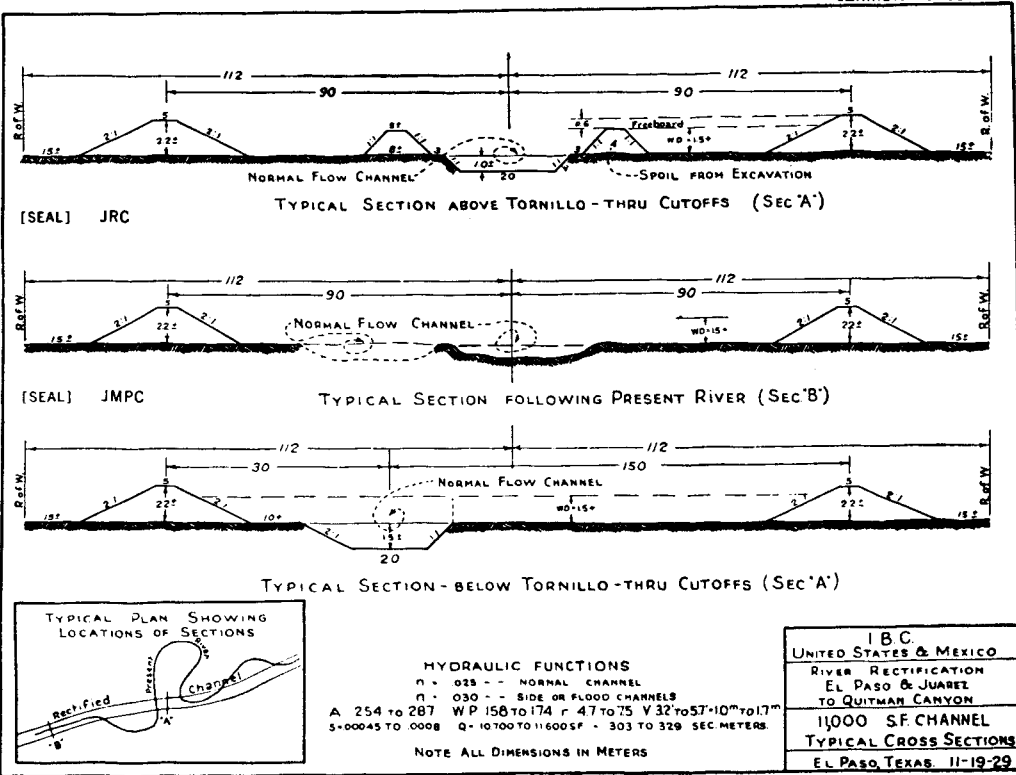
**LEGEND**  
 — Present River Gradient.  
 - - - Proposed River Gradient.  
**El Paso-Juarez Valley**  
 PRESENT AVERAGE GRADIENT - .00038 - 162' PER MILE.  
 PROPOSED AVERAGE GRADIENT - .00061 - 320' PER MILE.



MILES

FEET

[Exhibit No. 3]



472-L-104

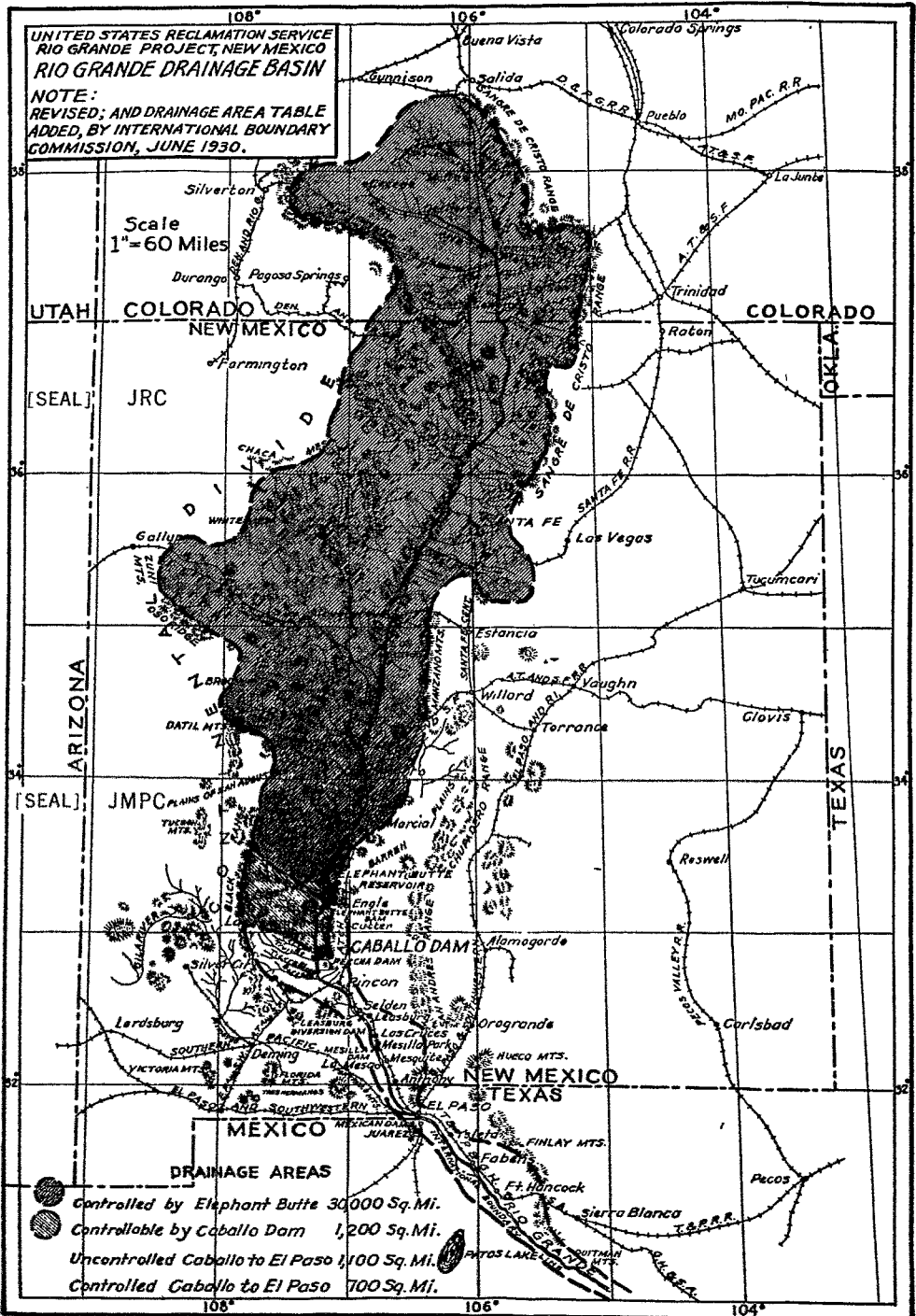


EXHIBIT NO. 5

RIVER RECTIFICATION—EL PASO-JUAREZ TO QUITMAN CANYON  
ESTIMATE OF 11,000 SECOND FOOT CHANNEL

Mexico, D.F., July 16, 1930.

Right-of-Way			
Mexico:			
1650 hectares at \$50 (Dollars)	-----	\$82, 500	
(4080 acres at \$20 " )			
United States:			
1650 hectares at \$200 " "	-----	330, 000	\$412, 500
(4080 acres at \$81 " )			
Segregated Tracts			
Mexico:			
1400 hectares at \$40 (Dollars)	-----	56, 000	
(3460 acres at \$16 " )			
United States:			
1400 hectares at \$150 " "	-----	210, 000	266, 000
(3460 acres at \$60 " )			
Earthwork			
3,650,000 cu.mtr. excavation at \$0.18	-----	657, 000	
(4,775,000 cu.yd. at \$0.138)			
6,870,000 cu.mtr. embankment at \$0.18	-----	1, 236, 600	1, 893, 600
(8,985,000 cu. yd. at \$0.138)			
Clearing			
2,400 hectares at \$62.50 (6,000 acres at \$25.30)	-----		150, 000
Miscellaneous			
Work above Cordova:			
Mexico	-----	25, 000	
United States	-----	100, 000	
Changes in Irrigation Works:			
Mexico	-----	75, 000	
United States	-----	150, 000	
Grade Controls (6)	-----	675, 000	
Bridges (6)	-----	300, 000	1, 325, 000
Sub-Total		-----	\$4, 047, 100
20% engineering, overhead and contingencies		-----	809, 400
TOTAL		-----	\$4, 856, 500
Caballo Dam—100,000 acre foot reservoir		-----	1, 250, 000
GRAND TOTAL		-----	\$6, 106, 500
			(Dollars)

Note: The smaller unit price of the segregated tracts as compared with the rights-of-way is predicated on the resale value of those segregated.



## ANEXO NO. 5.

PROYECTO DE RECTIFICACION DEL CAUCE DEL RIO BRAVO ENTRE  
JUAREZ-EL PASO Y EL CAÑÓN DE QUITMAN. PRESUPUESTO PARA UN  
CAUCE ARTIFICIAL DE 314 MTS. CUBICOS (11.000 pies) POR SEGUNDO.

## DERECHO DE VIA.

	Dólares.	
México.		
1650 hectaras a Dls. 50. (4080 acres a Dls. 20)	\$82, 500	
Estados Unidos.		
1650 hectaras a Dls. 200 (4080 acres a Dls. 81)	"330. 000	\$412, 500.

## AREAS SEGREGADAS.

México.		
1400 hectaras a Dls. 40. (3460 acres a Dls. 16)	\$56. 000	
Estados Unidos.		
1400 hectaras a Dls. 150 (3460 acres a Dls. 60)	"210. 000	\$266. 000.

## TERRACERIAS.

3.650.000 Mts. Cúbs.de excavación a Dls. 0.18.	\$657. 000	
(4.775.000 yds.cúbs. a Dls. 0.138)		
6.870.000 Mts. Cúbs. en diques a -- Dls. 0.18.	1. 236. 600.	1, 893. 600
(8.985.000 yds.cúbs. a Dls. 0.138)		

## DESMONTE DEL DERECHO DE VIA.

2.400. hectaras a Dls. 62.50		
(6.000. acres a Dls. 25.30)-----		150. 000

## VARIOS.

Trabajos arriba del Corte de Córdoba.		
México-----	25. 000	
Estados Unidos-----	100. 000	

## MODIFICACIONES EN LAS OBRAS DE RIEGO Y DRENAJE.

México-----	75. 000	
Estados Unidos-----	150. 000	
Estructuras para controlar la pendiente (10)-----	675. 000	
Puentes (6)-----	300. 000.	1, 325. 000

SUB TOTAL. ----- \$4. 047. 100

Gastos de Dirección, Administración e Imprevistos, 20% del sub-  
total----- " 809. 400

TOTAL----- \$4. 856. 500

## PRESA EN CABALLO.

Vaso con capacidad de 123.350.000 Mts. cúbicos (100.000 acres  
pies)----- \$1. 250. 000

GRAN TOTAL----- \$6. 106. 500

## NOTA:

Los valores unitarios menores de los terrenos segregados, en comparación con los que figuran para el derecho de vía, provienen de que se ha supuesto que puede recobrase una parte del valor de los terrenos segregados, por venta de los mismos después de hechas las obras.

AND WHEREAS the said convention, as amended by the Senate of the United States of America, has been duly ratified on both parts, and the ratifications of the two Governments were exchanged in the city of Washington on the tenth day of November, one thousand nine hundred and thirty-three;

Now, THEREFORE, be it known that I, Franklin D. Roosevelt, President of the United States of America, have caused the said convention to be made public to the end that the same and every article and clause thereof, as amended, may be observed and fulfilled with good faith by the United States of America and the citizens thereof.

IN TESTIMONY 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 thirteenth day of November in the year of our Lord one thousand nine hundred and [SEAL] thirty-three and of the Independence of the United States of America the one hundred and fifty-eighth.

FRANKLIN D ROOSEVELT

By the President:

WILLIAM PHILLIPS

*Acting Secretary of State.*

EXCHANGES OF NOTES BETWEEN THE AMERICAN AMBASSADOR  
AT MEXICO CITY AND THE MEXICAN MINISTER  
FOR FOREIGN AFFAIRS

*The Mexican Minister for Foreign Affairs (Puig) to the American  
Ambassador (Clark)*

*1o. de febrero de 1933.*

SECRETARIO  
DE RELACIONES EXTERIORES  
MEXICO

ESTIMADO SEÑOR EMBAJADOR:

Al proceder a la firma de la Convención relativa a la rectificación del cauce del Río Bravo del Norte, en el valle de Juárez-El Paso, ha quedado entendido entre ambos Gobiernos, que los documentos anexos a la Convención, según lo dispuesto en el Artículo VIII de la misma, son copias del Acta No. 129, de 31 de julio de 1930, de la Comisión Internacional de Límites, así como del informe, mapas, planos y especificaciones anexas a dicha Acta, y que en el caso de que hubiere alguna diferencia entre las copias citadas anexas a la Convención y sus originales, los originales serán los que rijan.

Sin otro particular, me repito de usted como siempre su afectísimo, atento y seguro servidor.

PUIG

SEÑOR J. REUBEN CLARK, Jr.,  
*Embajador Extraordinario y Plenipotenciario  
de los Estados Unidos de América.*  
*Presente.*

[Translation]

*February 1, 1933.*

MINISTER FOR FOREIGN AFFAIRS  
MEXICO

DEAR MR. AMBASSADOR:

In proceeding to the signature of the Convention relative to the rectification of the river channel of the Rio Grande in the El Paso-Juárez valley, it is understood by both Governments that the documents annexed to the Convention, as provided in Article VIII thereof, are copies of Minute 129 of July 31, 1930 of the International Boundary Commission, and of the report, maps, plans, and specifications annexed to said Minute, and that in case any difference exists between such copies so annexed to the Convention and their originals, the originals shall control.

There being nothing further to discuss, I again subscribe myself, as always, your affectionate, devoted, and faithful servant.

PUIG

MR. J. REUBEN CLARK, JR.,  
*Ambassador Extraordinary and Plenipotentiary,  
of the United States of America.  
Mexico.*

---

*The American Ambassador (Clark) to the Mexican Minister for Foreign  
Affairs (Puig)*

EMBASSY OF THE UNITED STATES OF AMERICA,  
MÉXICO, February 1, 1933.

MY DEAR MR. MINISTER:

Referring to your note of even date, in which you set out that in proceeding to the signature of the Convention providing for the rectification of the river channel of the Rio Grande in the El Paso-Juárez valley, it is understood that the documents attached to the Convention, as provided in Article VIII thereof, are copies of Minute 129 (July 31, 1930) of the International Boundary Commission, and of the report, maps, plans, and specifications attached to that Minute, and that in case any difference exists between such copies so attached to the Convention and their originals, the originals shall control, I beg hereby to confirm such understanding.

Please accept, Mr. Minister, the renewed assurances of my highest consideration.

J. REUBEN CLARK, JR.

HIS EXCELLENCY  
SEÑOR DOCTOR DON JOSÉ M. PUIG CASABLANCA  
*Minister for Foreign Affairs,  
Mexico.*

---

*The Mexican Minister for Foreign Affairs (Puig) to the American  
Ambassador (Daniels)*

SECRETARIA DE RELACIONES EXTERIORES  
ESTADOS UNIDOS MEXICANOS  
MEXICO

MÉXICO, 8 de septiembre de 1933.

SEÑOR EMBAJADOR:

Para facilitar el pronto canje de ratificaciones de la Convención firmada entre México y los Estados Unidos para la rectificación del Río Bravo (Río Grande) en el Valle de Juárez, de fecha 10. de febrero de 1933, y a fin de establecer con claridad la inteligencia de ambos Gobiernos por lo que respecta a la cuestión de derecho y uso de aguas

del Río Bravo (Río Grande), en el tramo que comprende dicha Convención, los dos Gobiernos declaran por este cambio de notas que el espíritu y términos de la Convención de febrero 1o. de 1933 no alteran las disposiciones de las Convenciones actualmente vigentes respecto a la utilización de agua del Río Bravo (Río Grande) y que, en consecuencia, estos asuntos permanecen sin ser afectados de modo alguno y exactamente en el mismo status que existía antes de que la Convención de 1o. de febrero de 1933 fuera celebrada.

Aprovecho la oportunidad para renovar a Vuestra Excelencia las seguridades de mi más alta consideración.

PUIG

EXCELENTÍSIMO

SEÑOR JOSEPHUS DANIELS,

*Embajador Extraordinario y Plenipotenciario  
de los Estados Unidos de América.*

*Presente.*

[Translation]

MINISTRY FOR FOREIGN AFFAIRS  
UNITED MEXICAN STATES  
MEXICO

MEXICO, *September 8, 1933.*

MR. AMBASSADOR:

In order to facilitate the early exchange of ratifications of the Convention signed between Mexico and the United States for the rectification of the Rio Bravo (Rio Grande) in the Juarez Valley, dated February 1, 1933, and in order to establish clearly the understanding of both Governments with respect to the question of rights and use of waters of the Rio Bravo (Rio Grande) along the stretch covered by said Convention, the two Governments declare through this exchange of notes that the spirit and terms of the Convention of February 1, 1933, do not alter the provisions of Conventions now in force as regards the utilization of water from the Rio Bravo (Rio Grande) and that, consequently, these matters remain entirely unaffected and in exactly the same status as existed before the Convention of February 1, 1933, was concluded.

I avail myself of this opportunity to renew to Your Excellency the assurances of my high consideration.

PUIG

HIS EXCELLENCY

MR. JOSEPHUS DANIELS,

*Ambassador Extraordinary and Plenipotentiary  
of the United States of America,*

*Mexico.*

*The American Ambassador (Daniels) to the Mexican Minister for  
Foreign Affairs (Puig)*

No. 187      EMBASSY OF THE UNITED STATES OF AMERICA,  
MEXICO, *September 8, 1933.*

EXCELLENCY:

In order to facilitate the early exchange of ratifications of the Convention signed between Mexico and the United States for the rectification of the Rio Grande (Rio Bravo) in the Juárez Valley, dated February 1, 1933, and in order to establish clearly the understanding of both Governments with respect to the question of rights and use of waters of the Rio Grande (Rio Bravo) along the stretch covered by said Convention, the two Governments declare through this exchange of notes that the spirit and terms of the Convention of February 1, 1933, do not alter the provisions of Conventions now in force as regards the utilization of water from the Rio Grande (Rio Bravo) and that, consequently, these matters remain entirely unaffected and in exactly the same status as existed before the Convention of February 1, 1933, was concluded.

Accept, Excellency, the renewed assurances of my highest and most distinguished consideration.

JOSEPHUS DANIELS.

HIS EXCELLENCY

SEÑOR DOCTOR DON JOSÉ MANUEL PUIG CASAUANC,  
*Minister for Foreign Affairs,*  
*Mexico.*

*Agreement between the United States of America and Denmark for collect-on-delivery parcel-post service. Signed at Copenhagen, October 13, 1933, at Washington, November 11, 1933; approved by the President, November 17, 1933.*

October 13, 1933.  
November 11, 1933.

Agreement between the United States of America and Denmark for Collect-on-Delivery Service

Overenskomst mellem De Forenede Stater i Amerika og Danmark angaaende Postopkrævningsudveksling

For the purpose of concluding arrangements for the exchange between the United States of America (including Alaska, Hawaii, Puerto Rico, Guam, Samoa, and the Virgin Islands of the United States) and Denmark (including Faroe Islands and Greenland) of parcels marked for the collection of trade charges, the undersigned, James A. Farley, Postmaster General of the United States of America, and C. I. Mondrup, Director General of Posts of Denmark, by virtue of authority vested in them, have agreed upon the following Articles:

Med det Formaal at indføre Udveksling af Pakker med Postopkrævning mellem Forenede Stater i Amerika (med Alaska, Hawaii, Puerto Rico, Guam, Samoa og Virgin Øerne) og Danmark (med Færøerne og Grønland) er underskrevne James A. Farley, Generalpostmester i De Forenede Stater i Amerika, og C. I. Mondrup, Generaldirektør for Post- og Telegrafvæsenet i Danmark, i Medfør af de os meddelte Bemyndigelser kommet overens om følgende Bestemmelser:

Collect-on-delivery postal agreement with Denmark.

ARTICLE I

1. Parcel post packages admissible for mailing and insurance under the Parcel Post Agreement signed at Copenhagen the ninth day of December 1932, and at Washington the twenty-eighth day of December 1932, and having charges to be collected on delivery, shall be accepted for mailing from Denmark to any money order post office in the United States of America or from the United States of America to any money order office in Denmark.

2. Collect-on-delivery parcels shall be accepted only when insured. Collect-on-delivery parcels and the money orders issued in payment of the charges thereon shall be handled apart from ordinary dispatches of parcel post and from ordinary money orders.

ARTIKEL I

1. Pakker, som kan modtages til Postbesørgelse med angiven Værdi i Henhold til den i København den 9' December 1932 og i Washington den 28' December 1932 underskrevne Postpakkeoverenskomst, skal modtages til Postbesørgelse med Postopkrævning fra Danmark til alle Posthuse i Forenede Stater i Amerika, der udfører Postanvisningsforretninger, og fra Forenede Stater i Amerika til alle Posthuse i Danmark.

2. Postopkrævningspakker kan kun modtages som Pakker med angiven Værdi. Postopkrævningspakker og Opkrævningspostanvisninger skal behandles adskilt fra den almindelige Pakkepost og de almindelige Postanvisninger.

Admission of collect-on-delivery parcel-post packages.  
Vol. 47, p. 2402.

Acceptance only when insured.

Segregation of parcels, etc.

May be extended to uninsured matter.

3. By mutual consent through correspondence, the collect-on-delivery service may be extended to ordinary (uninsured) parcel post packages exchanged between the two countries with the provision that each country may handle in transit and otherwise treat ordinary (uninsured) collect-on-delivery parcels addressed to, or received from, the other country in accordance with its own domestic regulations.

Transit parcels not included.

4. The provisions of this Agreement do not cover transit collect-on-delivery parcels.

#### ARTICLE II

Postage rates, insurance, etc., formalities.

1. Parcels bearing charges for collection on delivery shall be subject to the postage rates, insurance fees, conditions of mailing and other formalities applicable to insured parcels without trade charges as stipulated in the aforesaid Agreement of December 9/28, 1932, when not inconsistent with the provisions of this Agreement.

Vol. 47, p. 2402.

Additional fee from sender.

2. The Administration of origin is entitled to collect from the sender of each parcel mailed collect-on-delivery, such collect-on-delivery fee, in addition to the required postage and other fees, as may be prescribed by its regulations, which collect-on-delivery fee shall belong entirely to the country collecting it. No special account of these fees is to be made between the two Administrations.

No accounting.

#### ARTICLE III

Maximum fee.

1. The maximum amount to be collected on delivery shall, for the present, be 500 francs gold or its equivalent in the currency of the country of origin. This amount may be increased or decreased at any time by mutual agreement through correspondence between the two Postal Administrations. The amount to be collected on delivery shall invariably be stated in the currency of the country of mailing.

Changes by mutual agreement.

3. Efter fælles Aftale ved Korrespondance kan Postopkrævningsudvekslingen udvides til at omfatte ogsaa almindelige Pakker (uden angiven Værdi), der udveksles mellem de to Lande, dog med den Bestemmelse, at hvert Land i Henseende til Befordring og Ekspedition iøvrigt kan behandle almindelige Postopkrævningspakker (uden angiven Værdi), der er afsendt fra eller bestemt til det andet Land, i Overensstemmelse med dets egne indenrigs Bestemmelser.

4. Bestemmelserne i denne Overenskomst omfatter ikke transiterende Postopkrævningspakker.

#### ARTIKEL II

1. Postopkrævningspakker skal underkastes de i fornævnte Overenskomst af 9/28' December 1932 for Pakker med angiven Værdi uden Postopkrævning indeholdte Bestemmelser angaaende Porto, Værdiporto, Befordringsbetingelser og andre Formaliteter, forsaavidt disse Bestemmelser ikke er uforenelige med Bestemmelserne i nærværende Overenskomst.

2. Poststyrelsen i Afsendelseslandet er berettiget til udover den nødvendige Pakkeporto og andre Gebyrer at opkræve hos Afsenderen af en Postopkrævningspakke den Postopkrævningsporto, der er hjemlet ved dens egne Bestemmelser; Postopkrævningsportoen beholdes udelt af Afsendelseslandet. Der skal følgelig ikke foretages nogen Afregning af Postopkrævningsportoen mellem de 2 Poststyrelser.

#### ARTIKEL III

1. Maksimum for Postopkrævningsbeløb skal indtil videre være 500 Guldfrancs eller det hertil i Afsendelseslandets Mønt svarende Beløb. Dette Beløb kan til enhver Tid forhøjes eller nedsættes efter fælles Overenskomst ved Korrespondance mellem de to Poststyrelser. Postopkrævningsbeløb skal i alle Tilfælde angives i Afsendelseslandets Mønt.



2. When the sender makes a request early enough for any reduction or cancellation of the amount to be collected on delivery the request shall be handled between the exchange offices which have handled the parcel, unless otherwise agreed to through correspondence between the Administrations.

2. Naar Afsenderen paa et tilstrækkelig tidligt Tidspunkt fremsætter Begæring om Nedsættelse eller Ophævelse af et Postoprævningsbeløb, skal en saadan Begæring behandles af de Udvekslingskontorer, der har behandlet Pakken, medmindre anden Fremgangsmaade aftales ved Korrespondance mellem Poststyrelserne.

Requests for reduction or cancellation.

ARTICLE IV

The responsibility of properly closing, packing and sealing collect-on-delivery parcels lies upon the sender, and the postal service of neither country will assume liability for loss arising from defects which may not be observed at the time of posting.

ARTIKEL IV

Ansvarret med Hensyn til rigtig Indpakning, Lukning og Forsegling af Postoprævningspakker paa hviler Afsenderen, og Poststyrelserne i de to Lande paatager sig ikke noget Ansvar for Tab, der opstaar som Følge af Mangler, som ikke er blevet bemærket ved Pakkens Indlevering.

Packing, etc., responsibility.

ARTICLE V

1. The entire amount of the collect-on-delivery charges without any deduction for money order fee or "collection" charges is to be remitted to the sender by means of an international money order. The post office delivering the collect-on-delivery parcel will collect from the addressee the full amount of the collect-on-delivery charges and in addition thereto such money order fee or fees as are required to remit the amount of the collect-on-delivery charges to the sender in the country or origin.

ARTIKEL V

1. Hele Postoprævningsbeløbet uden noget Fradrag af Postanvisnings- eller Postoprævningsporto skal tilstilles Afsenderen ved Postanvisning. Det Postkontor, der udleverer en Pakke med Postoprævning, opkræver hos Adressaten det fulde Postoprævningsbeløb tillige med den for Postoprævningsbeløbets Tilsendelse til Afsenderen i Afsendelseslandet nødvendige Postanvisningsporto.

Entire sum remitted to sender.

Charges to be collected from addressee.

2. The country effecting delivery of a collect-on-delivery parcel may at its option collect a reasonable amount, not in excess of 5 cents (25 oere), from the addressee as a collection charge, but this amount is not to be deducted from the collection charges which are remitted to the sender.

2. Det Land, der foretager Udleveringen af en Postoprævningspakke, kan efter dets egen Bestemmelse opkræve hos Adressaten et passende Beløb som Indkasseringsgebyr, dog ikke over 5 cents (25 Øre), men dette Beløb maa ikke fradrages fra Postoprævningsbeløbet, som tilstilles Afsenderen.

Collection charge for delivery.

3. Examination of the contents of a collect-on-delivery parcel by the addressee is prohibited until the collect-on-delivery charges and any other charges that may be due thereon have been collected, even though the sender or addressee may make request that such action be permitted.

3. Det er forbudt Adressaten at undersøge Indholdet af en Postoprævningspakke, før Postoprævningsbeløbet og eventuelle andre Gebyrer, der paa hviler Pakken, er betalt, selv om Afsenderen eller Adressaten fremsætter Begæring om, at saadan Undersøgelse tilstedes.

Examination prohibited until charges paid.

## ARTICLE VI

## ARTIKEL VI

Entry on advice of money order.

1. Every advice of a money order issued in either country in payment of collect-on-delivery charges on an insured parcel must show plainly the collect-on-delivery (insurance) number of the parcel and bear the letters "C.O.D." or the word "*Remboursement*" in a conspicuous position.

Information to accompany advice.

2. The collect-on-delivery money order advice lists shall show, in addition to the usual details, the collect-on-delivery (insurance) number of the parcels. No collect-on-delivery money order shall be listed unless the remitter's name and the payee's name and his exact address are included.

1. Enhver Postanvisning, der udstedes i de to Lande til Betaling af Postoprævningsbeløbet paa en Pakke med angiven Værdi, skal paa et fremtrædende Sted bære tydelig Angivelse af Pakkens Registernummer samt Anførslen "C.O.D." eller "*Remboursement*".

2. Listerne over Oprævningspostanvisninger skal udover de sædvanlige Angivelser udvise Pakkernes Registernummer. En Oprævningspostanvisning maa ikke opføres paa Listen, uden at Afsenderens Navn og Modtagerens Navn og nøjagtige Adresse angives.

## ARTICLE VII

## ARTIKEL VII

Exchange offices.

1. Parcels with collect-on-delivery charges shall be exchanged through the same offices as are appointed for the exchange of insured parcels without collect-on-delivery charges.

Direct dispatch in sacks with special markings.

The exchange of collect-on-delivery parcels between such offices shall be effected in direct dispatches in sacks containing nothing but collect-on-delivery articles, the letters "C.O.D." or the word "*Remboursement*" being entered very conspicuously in the documents covering them, as well as on the labels of the sacks.

Separate listing bills required.

2. Such parcels will be listed in separate bills to show, in respect to each parcel, the collect-on-delivery number and post office and state of origin, and the collect-on-delivery amount.

Checking and report of receipt.

3. Upon receipt of a dispatch of collect-on-delivery parcels at the exchange office of the country of destination, the dispatch must be carefully checked and otherwise treated as provided in Article 8 of the Regulations of Execution of the Agreement of December 9/28, 1932.

1. Postoprævningspakker skal udveksles mellem de samme Kontorer, som foretager Udvekslingen af Pakker med angiven Værdi uden Postoprævning.

Udvekslingen af Postoprævningspakker mellem disse Kontorer skal foregaa ved direkte Afslutninger i Sække, som kun indeholder Postoprævningspakker, og Bogstaverne "C.O.D." eller Ordet "*Remboursement*" skal anføres tydeligt saavel paa de paagældende Følgedokumenter som paa Sækkemærkerne.

2. Saadanne Pakker skal optages i særlige Karter, i hvilken der for hver Pakke skal angives Registernummer, Afsendelseskontor og-stat og Postoprævningsbeløbet.

3. Naar Udvekslingskontoret i Bestemmelseslandet modtager en Afslutning med Postoprævningspakker, skal Afslutningen nøje kontrolleres, og iøvrigt behandles som fastsat i Artikel 8 i Ekspeditionsreglementet til Overenskomsten af 9/28 December 1932.

ARTICLE VIII

ARTIKEL VIII

The offices of New York and Copenhagen shall be the only ones to send lists of collect-on-delivery money orders, and such money orders shall be listed separately from the ordinary money orders and the list shall be marked "Collect-on-Delivery" or "*Remboursement*."

Lister over Opkrævningspost-anvisninger skal alene udfærdiges af Postkontoret i New York og Postgirokontoret i København, og Opkrævningspostanvisningerne skal opføres paa særlige Lister til Adskillelse fra almindelige Post-anvisninger, ligesom Listerne skal paategnes "Collect on Delivery" eller "*Remboursement*".

Offices to send money orders.

ARTICLE IX

ARTIKEL IX

1. The collect-on-delivery money orders which have not been paid to the payee for any reason shall be subject to the disposition of the Administration of the country of origin of the articles to which they relate.

1. Postopkrævningsbeløb, som af en eller anden Grund ikke er blevet udbetalt til Opkrævningspostanvisningens Adressat, forbliver til Disposition for Poststyrelsen i det Land, hvorfra den Pakke, til hvilken Postopkrævningsbeløbet har Henhold, er afsendt.

Disposition of unpaid orders.

When it appears that the collect-on-delivery service was used in furtherance of a scheme to defraud, payment of the money orders in question will be withheld, if practicable, and the orders disposed of in accordance with the equities of each case under the rules and regulations of the country of origin of the collect-on-delivery parcels involved.

Saafrømt det viser sig, at Postopkrævningssystemet er blevet benyttet til Fremme af bedragerisk Formaal, skal de paagældende Opkrævningspostanvisninger tilbageholdes, hvis det er gørligt, og behandles efter hvert Tilfældes Karakter i Overensstemmelse med de Regler og Bestemmelser, som gælder i det Land, hvorfra vedkommende Postopkrævningspakke er afsendt.

Fraudulent schemes.

2. As for other formalities, collect-on-delivery money orders shall be subject to the provisions governing the money order exchange between the two countries.

2. Med Hensyn til andre Formaliteter underkastes Opkrævningspostanvisninger de for Postanvisningsudvekslingen mellem de to Lande gældende Bestemmelser.

Provisions governing other formalities.

ARTICLE X

ARTIKEL X

1. In case an insured collect-on-delivery parcel has been lost, rifled, or damaged, the Postal Administrations are responsible as for an insured parcel without trade charges, in conformity with the provisions in Article VII of the Agreement of December 9/28, 1932.

1. I Tilfælde, hvor en Postopkrævningspakke med angiven Værdi er gaaet tabt, berøvet sit Indhold eller er blevet beskadiget, er Poststyrelserne ansvarlige som for en Pakke med angiven Værdi uden Postopkrævning i Overensstemmelse med Bestemmelserne i Artikel VII i Overenskomsten af 9/28 December 1932.

Responsibility for losses, etc.

Vol. 47, p. 2406.

Payment to claimant by Administration responsible for loss, etc.

2. When a collect-on-delivery parcel has been delivered to the addressee but the charges have not been remitted, the sender or other rightful claimant is entitled to an indemnity corresponding to the collect-on-delivery amount not remitted, provided that he has made his claim in due time and unless the delivery without collecting the charges has arisen from the fault or negligence of the sender or from the transmission of the contents in parcel post mails being prohibited.

This stipulation also applies to the case that a lower amount than the full collect-on-delivery charge is collected from the addressee.

Limitation of indemnity.

The indemnity provided for in this section may not in any case exceed the collect-on-delivery amount.

Fixing responsibility, etc.

3. As to the fixing of the responsibility and the payment of the indemnity the same stipulations shall be applied as are provided for insured parcels not sent collect-on-delivery, as set forth in Article VII of the aforesaid Agreement of December 9/28, 1932.

Vol. 47, p. 2406.

Action, when parcel recovered after indemnity paid.

4. When a collect-on-delivery parcel for which indemnity has been paid is recovered, the postmaster at the delivering office will deliver the parcel and collect the charges, hold such amount and request instructions from the Administration to which his office is subordinate. If the addressee, however, refuses to accept a recovered parcel and pay the charges, the postmaster will hold it and likewise seek instructions as to its disposition. In the latter case the Administration responsible for the indemnity shall determine the disposition to be made of the parcel involved.

Administration paying, subrogated to rights of sender.

5. By the fact of the payment of indemnity, the Administration making the payment is subrogated to the rights of the sender

2. Hvis en Postopkrævningspakke er blevet udleveret til Adressaten, men Postopkrævningsbeløbet ikke er blevet udbetalt Afsenderen, har denne eller en anden legitimeret Reklamant Ret til en Erstatning, der svarer til det ikke udbetalte Postopkrævningsbeløb, forudsat at han har fremsat sit Krav i rette Tid, og med mindre Udleveringen uden Opkrævning skyldes Afsenderens Fejl eller Forsømmelse eller skyldes Forsendelse af Genstande, som det er forbudt at sende i Postpakker.

Denne Bestemmelse finder ogsaa Anvendelse i det Tilfælde, at der hos Adressaten er opkrævet et mindre Beløb end det fulde Postopkrævningsbeløb.

Erstatning i Henhold til Bestemmelserne i dette Punkt kan ikke i noget Tilfælde overstige Postopkrævningsbeløbet.

3. Med Hensyn til Bestemmelse af Ansvarligheden og Udbetaling af Erstatning gælder samme Regler som de i Artikel VII i Overenskomsten af 9/28 December 1932 for Pakker med angiven Værdi uden Postopkrævning fastsatte.

4. Saafremt en Postopkrævningspakke, for hvilken Erstatning er blevet udbetalt, atter kommer til Veje, skal Udleveringspostkontoret udlevere Pakken og opkræve Postopkrævningsbeløbet, tilbageholde Beløbet og indhente Forholdsordre hos den foresatte Poststyrelse. Hvis Adressaten imidlertid nægter at modtage en Pakke, der saaledes er kommet til Veje, og at betale Postopkrævningsbeløbet, skal Postkontoret tilbageholde Pakken og ligeledes indhente Forholdsordre angaaende dens Behandling. I sidste Tilfælde træffer den erstatningspligtige Poststyrelse Bestemmelse om den paagældende Pakkes videre Behandling.

5. Ved Udbetaling af Erstatningen indtræder den Poststyrelse, der har udredet Erstatningen, i ethvert Krav vedrørende

for any eventual recourse concerning the parcel against the addressee or a third party.

Pakken, som Afsenderen maatte have paa Adressaten eller Trediemand.

ARTICLE XI

ARTIKEL XI

Each collect-on-delivery parcel and the relative customs declaration must bear, on the address side, the conspicuous impression of an official stamp or label reading "COLLECT ON DELIVERY" or "C.O.D." or "Remboursement", and in close proximity to these words there must appear the number given the parcel which shall be the insurance number (only one original number) and after it must be shown in Roman letters and in Arabic figures the exact amount of the collect-on-delivery charges which should not include the additional money order fee or fees that will be collected in the country making delivery of the parcel for making the remittance to the sender in the country of mailing.

Enhver Postopkrævningspakke samt den tilhørende Tolddeklaration skal paa Adressesiden bære et tydeligt Aftryk af et officielt Stempel eller en Etiket med Angivelsen "Collect on Delivery" eller "C.O.D." eller "Remboursement", og umiddelbart ved denne Angivelse skal anføres Pakkens Registernummer (kun eet oprindeligt Nummer), og derefter skal det nøjagtige Postopkrævningsbeløb anføres med latinske Bogstaver og arabiske Tal, hvilket Beløb ikke maa indbefatte Til lægsgebyret for en Postanvisning eller andre Gebyrer, som opkræves i det Land, der udleverer Pakken, for at anvise Beløbet til Afsenderen i Afsendelseslandet.

Official stamping of parcels, etc.

ARTICLE XII

ARTIKEL XII

1. Unless mutually agreed otherwise, collect-on-delivery parcels shall not be reforwarded to a third country.

2. The sender of a collect-on-delivery parcel may cause it to be recalled as provided in Article X of the Agreement of December 9/28, 1932.

1. Med mindre anden Aftale træffes, omekspederes Postopkrævningspakker ikke til et tredje Land.

2. Afsenderen af en Postopkrævningspakke kan begære den tilbageleveret i Overensstemmelse med Bestemmelserne i Postpakkeoverenskomsten af 9/28 December 1932 Artikel X.

Reforwarding to other countries.

Recall by sender.

Vol. 47, p. 2412.

ARTICLE XIII

ARTIKEL XIII

The sender may provide, in case his collect-on-delivery parcel is undeliverable as originally addressed, for other disposition to be made of it the same as in the case of parcels without trade charges and as stipulated in Article 9 of the Regulations of Execution of the Agreement of December 9/28, 1932.

Afsenderen kan for det Tilfælde, at en Postopkrævningspakke er ubesorgelig efter den oprindelige Adresse, træffe Bestemmelse om dens Behandling paa samme Maade som med Hensyn til Pakker uden Postopkrævning, jfr. Artikel 9 i Ekspeditionsreglementet til Overenskomsten af 9/28 December 1932.

Disposition of undeliverable articles.

Vol. 47, p. 2428.

ARTICLE XIV

ARTIKEL XIV

Details as to the methods of handling indemnity claims involving collect-on-delivery parcels and

Nærmere Bestemmelser om Behandlingen af Erstatningskrav vedrørende Postopkrævningspak-

Arranging details for handling indemnity claims.

other details for the execution of this Agreement may be arranged by correspondence between the two Administrations.

ker og om Gennemførelsen af denne Overenskomst kan træffes ved Korrespondance mellem de to Poststyrelser.

## ARTICLE XV

## ARTIKEL XV

Application of other conventions to matters not covered hereby.

All matters connected with the exchange of collect-on-delivery articles not covered by this Agreement shall be covered by the Money Order, Postal, and Parcel Post Conventions in force between the two countries, or by the provisions of the Universal Postal Union Convention and the Detailed Regulations for its Execution, insofar as they are applicable and not inconsistent with the provisions of this Agreement, and then if no other arrangement has been made, the internal legislation or regulations of the United States of America or Denmark, according to the country involved, shall govern, or the matter will be made the subject of mutual agreement by correspondence between the two countries.

Alle Forhold vedrørende Udvekslingen af Postoprævningsforsendelser, som ikke er omhandlet i denne Overenskomst, skal behandles efter Reglerne i de mellem de to Lande gældende Postanvisnings- og Pakkepostoverenskomster eller efter Bestemmelserne i Verdenspostkonventionen, og dennes Ekspeditionsreglement, alt forsaavidt disse Bestemmelser er anvendelige og ikke er uforenelige med Bestemmelserne i denne Overenskomst, medens derefter, hvis ikke anden Ordning er truffet, De Forenede Staters eller Danmarks interne Lovgivning eller Reglementer skal bringes til Anvendelse, eller Sagen skal gøres til Genstand for Aftale ved Korrespondance mellem de to Lande.

Vol. 46, p. 2523.

## ARTICLE XVI

## ARTIKEL XVI

Temporary suspension of service.

Either Administration may temporarily suspend the collect-on-delivery service, in whole or in part, when there are special reasons for doing so, or restrict it to certain offices; but on condition that previous and opportune notice of such a measure is given to the other Administration, such notice to be given by the most rapid means if necessary.

Hver af Poststyrelserne kan midlertidigt suspendere Postoprævningstjenesten helt eller delvis, naar der foreligger særlige Grunde derfor, eller begrænse den til visse Postkontorer men paa Betingelse af, at der forud gives den anden Poststyrelse fornøden Meddelelse om et saadant Skridt, hvilken Meddelelse skal gives med Benyttelse af de hurtigste Midler, saafremt det er nødvendigt.

## ARTICLE XVII

## ARTIKEL XVII

Effect and duration.

This Agreement shall take effect and operations thereunder shall begin on a date to be mutually settled between the Administrations of the two countries, and shall continue in force until terminated by mutual agreement; but may be annulled at the desire of either Administration upon six months' previous notice given to the other.

Denne Overenskomst skal træde i Kraft, og de Forretninger, den omhandler, skal begynde paa en efter Aftale mellem Poststyrelserne i de to Lande fastsat Dato, og Overenskomsten skal forblive i Kraft, indtil den ophører efter fælles Aftale, men den kan ophæves efter den ene Poststyrelses Ønske efter et 6 Maaneders forud givet Varsel.

Done in duplicate and signed at Copenhagen, the thirteenth day of October 1933, and at Washington, the 11th day of November 1933.

Udfærdiget i to Eksemplarer og underskrevet i København den 13 Oktober 1933 og i Washington den 11' November 1933.

Signatures.

[SEAL]

JAMES A. FARLEY,  
*The Postmaster General of  
the United States of America.*

C. MONDRUP,  
*The Director General of  
Posts of Denmark.*

[SEAL]

C. MONDRUP,  
*Generaldirektør for Post-  
og Telegrafvæsenet i Danmark.*

JAMES A. FARLEY,  
*Generalpostmester i De  
Forenede Stater i Amerika.*

The foregoing Agreement for Collect-on-Delivery Service between the United States of America and Denmark has been negotiated and concluded with my advice and consent and is hereby approved and ratified.

Approval by the  
President.

In testimony whereof, I have caused the seal of the United States to be hereunto affixed.

[SEAL]

FRANKLIN D ROOSEVELT

By the President:

WILLIAM PHILLIPS,  
*Acting Secretary of State.*

WASHINGTON, November 17, 1933.

March 9, 1934.

*Ante*, p. 1507.

*Declaration by which the Free City of Danzig becomes a contracting party to the treaty of friendship, commerce, and consular rights of June 15, 1931, between the United States of America and Poland; signed March 9, 1934; effective March 24, 1934.*

*The Polish Ambassador (Patek) to the Secretary of State*

AMBASSADE DE POLOGNE,  
*Washington, le 9 mars, 1934.*

MONSIEUR LE SECRÉTAIRE D'ÉTAT,

Declaration by Polish Government.

D'ordre de mon Gouvernement j'ai l'honneur de porter à la connaissance de Votre Excellence ce qui suit:

Le Gouvernement Polonais, auquel il appartient d'assurer la conduite des affaires extérieures de la Ville Libre de Dantzig en vertu de l'article 104 du Traité de Paix, signé à Versailles le 28 Juin 1919 et des articles 2 et 6 de la Convention entre la Pologne et la Ville Libre de Dantzig, signée à Paris le 9 Novembre 1920, déclare, en agissant pour la Ville Libre de Dantzig et en exécution de l'article XXIX du Traité d'amitié, de commerce et des droits consulaires entre la Pologne et les Etats-Unis d'Amérique, signé à Washington le 15 Juin 1931, que la Ville Libre de Dantzig devient Partie Contractante au dit Traité à partir du 15-ème jour de la date de la réception par le Gouvernement des Etats-Unis d'Amérique de la présente notification.

J'ai l'honneur de prier Votre Excellence de bien vouloir m'accuser réception de la présente note.

Veillez agréer, Monsieur le Ministre, les assurances de ma très haute considération.

S PATEK

SON EXCELLENCE  
MONSIEUR CORDELL HULL,  
*Secrétaire d'Etat.*

*The Secretary of State to the Polish Ambassador (Patek)*

DEPARTMENT OF STATE,  
*Washington, March 9, 1934.*

EXCELLENCY:

Recognition by Government of United States.

In compliance with your request, I have the honor on behalf of the Government of the United States of America to acknowledge the receipt of your note of this date, reading in translation as follows:

"Under instructions from my Government, I have the honor to communicate to your Excellency the following:

"The Polish Government, which is entrusted with the conduct of the foreign affairs of the Free City of Danzig under Article 104 of the Treaty of Peace, signed at Versailles, June 28, 1919, and under Articles 2 and 6 of the Convention between Poland and the Free City of



Danzig, signed at Paris, November 9, 1920, declares, on behalf of Danzig and in execution of the provisions of Article XXIX of the Treaty of Friendship, Commerce and Consular Rights between Poland and the United States of America, signed at Washington, June 15, 1931, that the Free City of Danzig shall become a contracting party of the said Treaty from the fifteenth day following the date of the receipt by the Government of the United States of America of this notification.

“I have the honor to request your Excellency to acknowledge receipt of this note.”

The Government of the United States is happy to take note of this declaration, and will be pleased to recognize the Free City of Danzig as a contracting party to the Treaty of Friendship, Commerce and Consular Rights between the United States and Poland, signed at Washington, June 15, 1931, from March 24, 1934, the fifteenth day following the date on which the declaration hereby acknowledged was received by the Government of the United States.

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

CORDELL HULL

MR. STANISLAW PATEK,  
*Ambassador of Poland.*

May 29, 1934.

*Treaty between the United States of America and Cuba defining their relations. Signed at Washington, May 29, 1934; ratification advised by the Senate of the United States, May 31, 1934; ratified by the President, June 5, 1934; ratified by Cuba, June 4, 1934; ratifications exchanged at Washington, June 9, 1934; proclaimed, June 9, 1934.*

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

Preamble.

WHEREAS a Treaty of Relations between the United States of America and the Republic of Cuba was concluded and signed by their respective Plenipotentiaries at Washington on the twenty-ninth day of May, one thousand nine hundred and thirty-four, the original of which Treaty, being in the English and Spanish languages, is word for word as follows:

Contracting powers.

The United States of America and the Republic of Cuba, being animated by the desire to fortify the relations of friendship between the two countries and to modify, with this purpose, the relations established between them by the Treaty of Relations signed at Habana, May 22, 1903, have appointed, with this intention, as their Plenipotentiaries:

Los Estados Unidos de América y la República de Cuba, animados por el deseo de fortalecer los lazos de amistad entre los dos países y de modificar, con ese fin, las relaciones establecidas entre ellos por el Tratado de Relaciones firmado en la Habana el 22 de mayo de 1903, han nombrado con ese propósito, como sus Plenipotenciarios:

Vol. 33, p. 2248.

Plenipotentiaries.

The President of the United States of America; Mr. Cordell Hull, Secretary of State of the United States of America, and Mr. Sumner Welles, Assistant Secretary of State of the United States of America; and

The Provisional President of the Republic of Cuba, Señor Dr. Manuel Márquez Sterling, Ambassador Extraordinary and Plenipotentiary of the Republic of Cuba to the United States of America;

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

El Presidente de los Estados Unidos de América; al Señor Cordell Hull, Secretario de Estado de los Estados Unidos de América y al Señor Sumner Welles, Subsecretario de Estado de los Estados Unidos de América; y

El Presidente Provisional de la República de Cuba, al Señor Dr. Manuel Márquez Sterling, Embajador Extraordinario y Plenipotenciario de la República de Cuba en los Estados Unidos de América;

Quienes, después de haberse comunicado entre sí sus plenos poderes, y encontrándolos en buena y debida forma, han convenido en los siguientes artículos:

## ARTICLE I

The Treaty of Relations which was concluded between the two contracting parties on May 22, 1903, shall cease to be in force, and is abrogated, from the date on which the present Treaty goes into effect.

## ARTICLE II

All the acts effected in Cuba by the United States of America during its military occupation of the island, up to May 20, 1902, the date on which the Republic of Cuba was established, have been ratified and held as valid; and all the rights legally acquired by virtue of those acts shall be maintained and protected.

## ARTICLE III

Until the two contracting parties agree to the modification or abrogation of the stipulations of the agreement in regard to the lease to the United States of America of lands in Cuba for coaling and naval stations signed by the President of the Republic of Cuba on February 16, 1903, and by the President of the United States of America on the 23d day of the same month and year, the stipulations of that agreement with regard to the naval station of Guantánamo shall continue in effect. The supplementary agreement in regard to naval or coaling stations signed between the two Governments on July 2, 1903, also shall continue in effect in the same form and on the same conditions with respect to the naval station at Guantánamo. So long as the United States of America shall not abandon the said naval station of Guantánamo or the two Governments shall not agree to a modification of its present limits, the station shall continue to have the territorial area that it now has, with the limits that it has on the date of the signature of the present Treaty.

## ARTICULO I

El Tratado de Relaciones que se concluyó entre las dos partes contratantes el 22 de mayo de 1903 dejará de tener validez, y queda abrogado, desde la fecha en que comience a regir el presente Tratado.

Former treaty abrogated.  
Vol. 33, p. 2.

## ARTICULO II

Todos los actos realizados en Cuba por los Estados Unidos de América durante su ocupación militar de la isla, hasta el 20 de mayo de 1902, fecha en que se estableció la República de Cuba, han sido ratificados y tenidos como válidos; y todos los derechos legalmente adquiridos a virtud de esos actos serán mantenidos y protegidos.

Validation of military acts, etc.

## ARTICULO III

En tanto las dos partes contratantes no se pongan de acuerdo para la modificación o abrogación de las estipulaciones del Convenio firmado por el Presidente de la República de Cuba el 16 de febrero de 1903, y por el Presidente de los Estados Unidos de América el 23 del mismo mes y año, en cuanto al arrendamiento a los Estados Unidos de América de terrenos en Cuba para estaciones carboneras o navales, seguirán en vigor las estipulaciones de ese Convenio en cuanto a la Estación Naval de Guantánamo. Respecto a esa estación naval seguirá también en vigor en las mismas forma y condiciones el arreglo suplementario referente a estaciones navales o carboneras terminado entre los dos Gobiernos el 2 de julio de 1903. Mientras no se abandone por parte de los Estados Unidos de América la dicha Estación Naval de Guantánamo o mientras los dos Gobiernos no acuerden una modificación de sus límites actuales, seguirá teniendo la extensión territorial que ahora ocupa, con los límites que tiene en la fecha de la firma del presente Tratado.

Maintenance of legal rights.

Coaling and naval stations, lease.

Present stipulations concerning, to continue provisionally.

Guantánamo station area not affected.

## ARTICLE IV

Suspension of communications during epidemic.

If at any time in the future a situation should arise that appears to point to an outbreak of contagious disease in the territory of either of the contracting parties, either of the two Governments shall, for its own protection, and without its act being considered unfriendly, exercise freely and at its discretion the right to suspend communications between those of its ports that it may designate and all or part of the territory of the other party, and for the period that it may consider to be advisable.

## ARTICULO IV

Si en cualquier tiempo surgiese en el futuro una situación que apareciera presagiar un brote de enfermedad contagiosa en el territorio de una u otra de las dos partes contratantes, cualquiera de los dos Gobiernos, para su propia protección, y sin que su acto sea considerado poco amistoso, ejercerá libremente y a su discreción el derecho de suspender las comunicaciones entre los puertos suyos que designe y todo o parte del territorio de la otra parte y por el tiempo que estime conveniente.

## ARTICLE V

Ratification.

The present Treaty shall be ratified by the contracting parties in accordance with their respective constitutional methods; and shall go into effect on the date of the exchange of their ratifications, which shall take place in the city of Washington as soon as possible.

## ARTICULO V

El presente Tratado será ratificado por las partes contratantes de acuerdo con sus métodos constitucionales respectivos; y comenzará a regir en la fecha del cambio de sus ratificaciones, el cual tendrá lugar en la ciudad de Washington tan pronto como sea posible.

Signatures.

IN FAITH WHEREOF, the respective Plenipotentiaries have signed the present Treaty and have affixed their seals hereto.

EN FE DE LO CUAL, los Plenipotenciarios respectivos han firmado el presente Tratado y han estampado sus sellos.

DONE in duplicate, in the English and Spanish languages, at Washington on the twenty-ninth day of May, one thousand nine hundred and thirty-four.

HECHO por duplicado, y en los idiomas inglés y español, en Washington el día veinte y nueve de mayo, de mil novecientos treinta y cuatro.

[SEAL] CORDELL HULL

[SEAL] SUMNER WELLES

[SEAL] M. MÁRQUEZ STERLING

Proclamation.

AND WHEREAS, the said Treaty has been duly ratified on both parts, and the ratifications of the two Governments were exchanged in the city of Washington on the ninth day of June, one thousand nine hundred and thirty-four;

Now, THEREFORE, be it known that I, Franklin D. Roosevelt, President of the United States of America, have caused the said Treaty to be made public, to the end that the same and every article and clause thereof may be observed and fulfilled with good faith by the United States of America and the citizens thereof.

IN TESTIMONY 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 ninth day of June, in the year of our Lord one thousand nine hundred and thirty-four [SEAL] and of the Independence of the United States of America the one hundred and fifty-eighth.

FRANKLIN D ROOSEVELT

By the President:

CORDELL HULL

*Secretary of State.*