

Agreement between the United States of America and the Union of South Africa respecting air transport services. Signed at Cape Town May 23, 1947; entered into force May 23, 1947. And agreement effected by exchange of notes signed at Cape Town May 23, 1947; entered into force May 23, 1947.

May 23, 1947
[T. I. A. S. 1639]

**AGREEMENT
BETWEEN
THE GOVERNMENT OF THE UNITED STATES
OF AMERICA
AND
THE GOVERNMENT OF THE UNION OF
SOUTH AFRICA
RELATING TO
AIR SERVICES BETWEEN THEIR RESPECTIVE
TERRITORIES.**

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE UNION OF SOUTH AFRICA RELATING TO AIR SERVICES BETWEEN THEIR RESPECTIVE TERRITORIES.

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The Government of the United States of America and the Government of the Union of South Africa, considering—

that the possibilities of commercial aviation as a means of transport have greatly increased, and

that it is desirable to organize the international air services in a safe and orderly manner and to further as much as possible the development of international co-operation in this field,

have appointed their representatives, who duly authorized, have agreed upon the following:

ARTICLE I.

The contracting parties grant to each other the rights specified in the annex hereto for the establishment of the international air services set forth in that annex, (hereinafter referred to as the "agreed services").

Post, p. 3062.

ARTICLE II.

(A) The agreed services may be inaugurated immediately or at a later date at the option of the contracting party to whom the rights are granted, on condition that—

Inauguration of services.

- (1) the contracting party to whom the rights have been granted shall have designated an air carrier or carriers for the specified route or routes;
- (2) the contracting party which grants the rights shall have given the appropriate operating permission to the air carrier or carriers concerned pursuant to paragraph (B) of this article which (subject to the provisions of Article VI) it shall do with the least possible delay.

(B) The designated air carrier or carriers may be required to satisfy the aeronautical authorities of the contracting party granting the rights that it or they is or are qualified to fulfil the conditions prescribed by or under the laws and regulations normally applied by those authorities to the operations of commercial air carriers.

ARTICLE III.

(A) The charges which either contracting party may impose or permit to be imposed on the designated air carrier or carriers of the other contracting party for the use of airports and other facilities

Charges.

shall not be higher than would be paid for the use of such airports and facilities by its national aircraft employed in similar international air services.

(B) Fuel, lubricating oils and spare parts introduced into, or taken on board aircraft in the territory of one contracting party by, or on behalf of, any designated air carrier of the other contracting party and intended solely for use by the aircraft of such carrier shall be accorded, with respect to customs duties, inspection fees and other charges imposed by the former contracting party, treatment not less favourable than that granted to national air carriers engaged in international air services or such carriers of the most favoured nation.

(C) Aircraft of the designated airline of one contracting party operating on the agreed services on a flight to, from or across the territory of the other contracting party shall be admitted temporarily free from customs duties subject otherwise to the customs regulations of such other contracting party. Supplies of fuel, lubricating oils, spare parts, regular equipment and aircraft stores retained on board aircraft of any designated air carrier of one contracting party shall be exempt in the territory of the other contracting party from customs duties, inspection fees or similar duties or charges, even though such supplies be used by such aircraft on flights within that territory.

ARTICLE IV.

Certificates of airworthiness, certificates of competency and licences issued or rendered valid by one contracting party and still in force shall be recognized as valid by the other contracting party for the purpose of operation of the agreed services. Each contracting party reserves the right, however, to refuse to recognize for the purpose of flight above its own territory, certificates of competency and licences granted to its own nationals by another state.

Certificates of airworthiness, etc.

ARTICLE V.

(A) The laws and regulations of one contracting party relating to the admission to or departure from its territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft while within its territory, shall be applied to the aircraft of the other contracting party, and shall be complied with by such aircraft upon entering or departing from or while within the territory of the first party.

Laws and regulations, etc.

(B) The laws and regulations of each contracting party as to the admission to, sojourn in and departure from its territory of passengers, crew and cargo of aircraft, such as regulations relating to entry, clearance, immigration, passports, customs and quarantine, shall be observed.

ARTICLE VI.

Each contracting party reserves the right to withhold or revoke a certificate or permit to an air carrier designated by the other contracting party in the event that it is not satisfied that substantial ownership and effective control of such carrier are vested in nationals of the other contracting party, or in case of failure by that carrier to comply with

Withholding or revocation of certificate or permit.

the laws and regulations referred to in Article V hereof, or otherwise to fulfil the conditions under which the rights are granted in accordance with this agreement and its annex.

ARTICLE VII.

Consultation.

(A) In a spirit of close collaboration, the aeronautical authorities of the two contracting parties will consult regularly with a view to assuring the observance of the principles and the implementation of the provisions outlined in this the present agreement and its annex.

Failure to publish information, etc.

(B) In the event of the aeronautical authorities of either contracting party failing or ceasing to publish information in relation to the agreed services on lines similar to that included in the Airline Traffic Surveys (Station to Station and Origination and Destination) now published by the Civil Aeronautics Board and failing or ceasing to supply such data of this character as may be required by the International Civil Aviation Organization, the aeronautical authorities of such contracting party shall supply, on the request of the aeronautical authorities of the other contracting party, such information of that nature as may be requested.

ARTICLE VIII.

For the purpose of the present agreement and its annex—

“Territory.”

(A) the term “territory” as applied to each contracting party shall be deemed to be the land areas and territorial waters adjacent thereto under the sovereignty, suzerainty, protection, mandate, or trusteeship of such contracting party;

“Aeronautical authorities.”

(B) the term “aeronautical authorities” shall mean in the case of the Union of South Africa the Minister in Charge of Civil Aviation, and in the case of the United States the Civil Aeronautics Board, and in both cases any person or body authorized to perform the functions presently exercised by the aeronautical authorities as defined herein;

“International air services.”

(C) the term “international air services” shall have the meaning specified in Article 96 of the Convention on International Civil Aviation signed at Chicago on December 7, 1944.

61 Stat., Pt. 2, p. 1207.

ARTICLE IX.

Disputes.

Except as otherwise provided in this agreement or its annex, any dispute between the contracting parties relative to the interpretation or application of this agreement or its annex, which cannot be settled through consultation, shall be submitted for an advisory report to a tribunal of three arbitrators, one to be named by each contracting party, and the third to be agreed upon by the two arbitrators so chosen, provided that such third arbitrator shall not be a national of either contracting party. Each of the contracting parties shall designate an arbitrator within two months of the date of delivery by either party to the other party of a diplomatic note requesting arbitration of a dispute; and the third arbitrator shall be agreed upon within one month after such period of two months. If the third arbitrator is not agreed upon, within the time limitation indicated, the vacancy thereby created shall be filled by the appointment of a person, designated by the president of the council of ICAO, from a panel of arbitral

personnel maintained in accordance with the practice of ICAO. The executive authorities of the contracting parties will use their best efforts under the powers available to them to put into effect the opinion expressed in any such advisory report. A moiety of the expenses of the arbitral tribunal shall be borne by each party.

ARTICLE X.

This agreement and all relative contracts shall be registered with the International Civil Aviation Organization.

Registration.

ARTICLE XI.

(A) This agreement, including the provisions of the annex thereof, will come into force on the day it is signed.

Entry into force.

(B) Either contracting party may at any time request consultation with the other with a view to initiating any amendments of this agreement or its annex which may be desirable in the light of experience. If a multilateral air convention enters into force in relation to both contracting parties, such consultation shall take place with a view to amending the present agreement or its annex so as to conform to the provisions of such a convention.

Consultation to initiate amendments.

(C) Except as otherwise provided in this agreement or its annex, if either of the contracting parties considers it desirable to modify the terms of the annex to this agreement it may request consultation between the aeronautical authorities of both contracting parties, such consultation to begin within a period of sixty days from the date of the request. Any modification in the annex agreed to by said aeronautical authorities shall come into effect when it has been confirmed by an exchange of diplomatic notes.

(D) When the procedure for a consultation provided for in paragraph (B) of the present article has been initiated, either contracting party may at any time give notice to the other of its desire to terminate this agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organization.

Notice of desire to terminate agreement.

This agreement shall terminate one year after the date of receipt of the notice to terminate by the other contracting party unless the notice is withdrawn by agreement before the expiration of this period. In the absence of acknowledgment of receipt by the other contracting party, notice shall be deemed to have been received fourteen days after the receipt of the notice by the International Civil Aviation Organization.

Done at Cape Town this 23rd day of May, 1947, in duplicate in the English and Afrikaans languages, each of which shall be of equal authenticity.

Authentic languages.

T HOLCOMB

For the Government of the United States of America:

J C SMUTS

For the Government of the Union of South Africa:

[SEAL] [SEAL]

ANNEX.

SECTION I.

South African rights
of transit in U. S.

The Government of the United States of America grants to the Government of the Union of South Africa the right to conduct air transport services by one or more air carriers of South African nationality designated by the latter country on the routes, specified in Schedule I attached, which transit or serve commercially the territory of the United States of America.

Post, p. 3066.

SECTION II.

U. S. rights of
transit in South Africa.

The Government of the Union of South Africa grants to the Government of the United States of America the right to conduct air transport services by one or more carriers of United States nationality designated by the latter country on the routes, specified in Schedule II attached, which transit or serve commercially territory of the Union of South Africa.

Post, p. 3066.

SECTION III.

One or more air carriers designated by each of the contracting parties under the conditions provided in this agreement will enjoy, in the territory of the other contracting party, rights of transit, of stops for non-traffic purposes and of commercial entry and departure for international traffic in passengers, cargo and mail at the points enumerated and on each of the routes specified in the schedules attached at all airports open to international traffic.

SECTION IV.

It is agreed between the contracting parties—

Encouragement of
air travel.

(A) that the two governments desire to foster and encourage the widest possible distribution of the benefits of air travel for the general good of mankind at the cheapest rates consistent with sound economic principles; and to stimulate international air travel as a means of promoting friendly understanding and good will among peoples and ensuring as well the many indirect benefits of this new form of transportation to the common welfare of both countries;

Equal opportunity
for operation of serv-
ices.

(B) that the designated airlines of the two contracting parties operating on the routes described in this annex shall enjoy fair and equal opportunity for the operation of the agreed services. If the designated airline of one contracting party is temporarily unable, as a result of the war to take advantage of such opportunity, the contracting parties shall review the situation with the object of assisting the said airline to take full advantage of the fair and equal opportunity to participate in the agreed services;

(C) that in the operation by the air carriers of either contracting party of international services described in the present annex, the interests of the air carriers of the other country shall, however, be taken into consideration so as not to affect unduly the services which the latter provide on all or part of the same route;

(D) that the total air transport services offered by the carriers of both countries should bear a close relationship to the requirements of the public for such services;

(E) that the services provided by a designated air carrier under this agreement and its annex shall retain as their primary objective the provision of capacity adequate to the traffic demands between the country of which such air carrier is a national and the country of ultimate destination of the traffic;

Provision of adequate capacity.

(F) that the right of the air carriers of either country to embark and to disembark at points in the territory of the other country international traffic destined for or coming from third countries at a point or points on the routes specified in the schedules attached shall be applied in accordance with the general principles of orderly development to which both governments subscribe and shall be subject to the general principle that capacity shall be related—

Right to embark, etc.

- (1) to traffic requirements between the country of origin and the countries of destination;
- (2) to the requirements of through airline operation; and
- (3) to the traffic requirements of the area through which the airline passes after taking account of local and regional services.

SECTION V.

(A) The determination of rates in accordance with the following paragraphs shall be made at reasonable levels, due regard being paid to all relevant factors, such as cost of operation, reasonable profit, and the rates charged by any other carriers, as well as the characteristics of each service.

Determination of rates.

(B) The rates to be charged by the air carriers of either contracting party between points in the territory of the United States and points in the territory of the Union of South Africa referred to in this annex shall, consistent with the provisions of the present agreement and its annex, be subject to the approval of the aeronautical authorities of the contracting parties, who shall act in accordance with their obligations under the present annex, within the limits of their legal powers.

Approval.

(C) The Civil Aeronautics Board of the United States having approved the traffic conference machinery of the International Air Transport Association (hereinafter called "IATA"), for a period of one year beginning in February, 1947, any rate agreements concluded through this machinery during this period and involving United States air carriers will be subject to approval by the Board.

"IATA."

(D) Any rate proposed by the air carrier or carriers of either contracting party shall be filed with the aeronautical authorities of both contracting parties at least thirty days before the proposed date of introduction; provided that this period of thirty days may be reduced in particular cases if so agreed by the aeronautical authorities of both contracting parties.

Filing of proposed rate.

(E) The contracting parties agree that the procedure described in paragraphs (F), (G) and (H) of this section shall apply—

- (1) if, during the period of the Civil Aeronautics Board's approval of the IATA traffic conference machinery, either any specific rate agreement is not approved within a reasonable time by either contracting party or a conference of IATA is unable to agree on a rate; or
- (2) if at any time no IATA machinery is applicable; or
- (3) if either contracting party at any time withdraws or fails to renew its approval of that part of the IATA traffic conference machinery relevant to this section.

Prevention of unfair or uneconomic rates.

(F) In the event that power is conferred by law upon the aeronautical authorities of the United States to fix fair and economic rates for the transport of persons and property by air on international services and to suspend proposed rates in a manner comparable to that in which the Civil Aeronautics Board at present is empowered to act with respect to such rates for the transport of persons and property by air within the United States, each of the contracting parties shall thereafter exercise its authority in such manner as to prevent any rate or rates proposed by one of its carriers for services from the territory of one contracting party to a point or points in the territory of the other contracting party from becoming effective, if in the judgment of the aeronautical authorities of the contracting party whose air carrier or carriers is or are proposing such rate, that rate is unfair or uneconomic. If one of the contracting parties on receipt of the notification referred to in paragraph (D) above is dissatisfied with the rate proposed by the air carrier or carriers of the other contracting party, it shall so notify the other contracting party prior to the expiry of the first fifteen of the thirty days referred to, and the contracting parties shall endeavour to reach agreement on the appropriate rate.

Notice of dissatisfaction with proposed rate.

In the event that such agreement is reached, each contracting party will exercise its statutory powers to give effect to such agreement.

Provisional rate pending settlement of dispute.

If agreement has not been reached at the end of the thirty day period referred to in paragraph (D) above, the proposed rate may, unless the aeronautical authorities of the country of the air carrier concerned see fit to suspend its application, go into effect provisionally pending the settlement of any dispute in accordance with the procedure outlined in paragraph (H) below.

(G) Prior to the time when such power may be conferred by law upon the aeronautical authorities of the United States, if one of the contracting parties is dissatisfied with any rate proposed by the air carrier or carriers of either contracting party for services from the territory of one contracting party to a point or points in the territory of the other contracting party, it shall so notify the other prior to the expiry of the first fifteen of the thirty day period referred to in paragraph (D) above, and the contracting parties shall endeavour to reach agreement on the appropriate rate.

In the event that such agreement is reached each contracting party will use its best efforts to cause such agreed rate to be put into effect by its air carrier or carriers.

It is recognized that if no such agreement can be reached prior to the expiry of such thirty days, the contracting party raising the

objection to the rate may take such steps as it may consider necessary to prevent the inauguration or continuation of the service in question at the rate complained of.

(H) When in any case under paragraphs (F) and (G) above the aeronautical authorities of the two contracting parties cannot agree within a reasonable time upon the appropriate rate after consultation initiated by the complaint of one contracting party concerning the proposed rate or an existing rate of the air carrier or carriers of the other contracting party, upon the request of either, both contracting parties shall submit the question to arbitration in the manner prescribed in Article IX of the Agreement.

Arbitration.

Ante, p. 3060.

(I) The Executive Branch of the Government of the United States agrees to use its best efforts to secure legislation empowering the aeronautical authorities of the United States to fix fair and economic rates for the transport of persons and property by air on international services, and to suspend proposed rates in a manner comparable to that in which the Civil Aeronautics Board at present is empowered to act with respect to such rates for the transport of persons and property by air within the United States.

SECTION VI.

It is recognized that the determination of tariffs to be applied by an air carrier of one contracting party between the territory of the other contracting party and a third country is a complex question, the overall solution of which cannot be sought through consultation between only two countries. It is noted, furthermore, that the method of determining such tariffs is now being studied by ICAO. It is understood under these circumstances—

Determination of tariffs.

(A) that, pending the acceptance by both parties of any recommendations which ICAO may make after its study of this matter, such tariffs shall be subject to consideration under the provisions of Section IV (C) of the annex to the agreement.

(B) that in case ICAO fails to establish a means of determining such rates satisfactory to both contracting parties, the consultation provided for in Article XI (B) of the agreement shall be in order.

Ante, p. 3061.

SECTION VII.

Changes made by either contracting party in the routes described in the schedules attached except those which change the points served by airlines of one contracting party in the territory of the other contracting party shall not be considered as modifications of the annex. The aeronautical authorities of either contracting party may therefore proceed unilaterally to make such changes, provided, however, that notice of any change is given without delay to the aeronautical authorities of the other contracting party.

Changes in routes.

Notice.

If such other aeronautical authorities find that, having regard to the principles set forth in Section IV of the present annex, interests of their air carrier or carriers are prejudiced by the carriage by the air carrier or carriers of the first contracting party of traffic between the territory of the second contracting party and the new point in

Consultation.

Ante, p. 3062.

the territory of a third country, the authorities of the two contracting parties shall consult with a view to arriving at a satisfactory agreement.

SECTION VIII.

Exchange of information.

After the present agreement comes into force, the aeronautical authorities of both contracting parties will exchange information as promptly as possible concerning the authorizations extended to their respective designated air carriers to render service to, through and from the territory of the other contracting party. This will include copies of current certificates and authorizations for service on the routes which are the subject of this agreement and, for the future, such new authorizations as may be issued together with amendments, exemption orders and authorized service patterns.

SCHEDULE I.

South African rights of transit and stop in the U. S.

Airlines of the Union of South Africa authorized under the present agreement are accorded in the territory of the United States on a service or services between the Union of South Africa and New York rights of transit and non-traffic stop, as well as the right to pick up and discharge international traffic in passengers, cargo and mail at such points and over such routes as may be determined at a later date.

SCHEDULE II.

U. S. rights of transit and stop in South Africa.

Airlines of the United States of America authorized under the present agreement are accorded rights of transit and non-traffic stop in the territory of the Union of South Africa, as well as the right to pick up and discharge international traffic in passengers, cargo and mail at Johannesburg and Cape Town on the following routes in both directions. On each of the routes described below the airline or airlines designated to operate such route may operate non-stop flights between any of the points on such route omitting stops at one or more of the other points on such route.

- (1) United States via the North Atlantic and Africa to Johannesburg.
 - (2) United States via the Caribbean, South America, the South Atlantic and Africa to Cape Town.
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O O R E E N K O M S

TUSSEN

DIE REGERING VAN DIE VERENIGDE STATE VAN AMRIKA

EN

DIE REGERING VAN DIE UNIE VAN SUID-AFRIKA

BETREFFENDE

LUGDIENSTE TUSSEN HUL ONDERSKEIE GEBIEDE.

O O R E E N K O M S
TUSSEN
DIE REGERING VAN DIE VERENIGDE STATE VAN AMERIKA
EN
DIE REGERING VAN DIE UNIE VAN SUID-AFRIKA
BETREFFENDE
LUGDIENSTE TUSSEN HUL ONDERSKEIE GEBIEDE.

Aangesien die regering van die Verenigde State van Amerika en die regering van die Unie van Suid-Afrika die mening toegedaan is dat die moontlikhede van handelslugvaart as 'n vervoermiddel aanmerklik toegeneem het, en dat dit wenslik is om die internasionale lugdienste op 'n veilige en ordelike wyse te organiseer en die ontwikkeling van internasionale samewerking op hierdie gebied sover doenlik te bevorder, het hulle hul gevolmagtigdes aangestel, wat, behoorlik daartoe gemagtig, oer die volgende ooreengekom het:-

ARTIKEL I.

Elke kontrakterende party verleen aan die ander party die regte uiteengesit in die aanhangsel hiervan vir die instelling van die internasionale lugdienste vermeld in die aanhangsel (hierna die „ooreengekome dienste“ genoem).

ARTIKEL II/

ARTIKEL II.

(A) Die ooreengekome dienste kan onmiddellik of op 'n later tydstip, na goeëdunke van die kontrakterende party aan wie die regte verleen is, ingestel word, op voorwaarde dat -

- (1) die kontrakterende party aan wie die regte verleen is, 'n lugeksploitant of -ekspluitante vir die bepaalde roete of roetes aangewys het;
- (2) die kontrakterende party wat die regte verleen, die vereiste bedryfsvergunning ingevolge paragraaf (B) van hierdie artikel aan die betrokke lugeksploitant of -ekspluitante verleen het, wat (onderworpe aan die bepalinge van artikel VI) met die mins maontlike vertraging moet geskied.

(B) Van die aangewese lugeksploitant of -ekspluitante kan verlang word om die lugvaartoutoriteite van die kontrakterende party wat die regte verleen, te oortuig dat hy of hulle in staat is om te voldoen aan die bepalinge neergelê deur of kragtens die wette en regulasies wat gewoonlik deur genoemde outoriteite op die ekspluitasie van handelslugdienste toegepas word.

ARTIKEL III.

(A) Die gelde vir die gebruik van lughawens en ander geriewe, wat elk van die kontrakterende partye van die aangewese lugeksploitant of -ekspluitante van die ander kontrakterende party kan vorder of kan laat vorder, mag nie hoër wees as dié wat vir die gebruik van sulke lughawens en geriewe deur sy nasionale vliegtuie wat vir soortgelyke internasionale lugdienste gebruik word, betaalbaar is nie.

(B)/ . . .

(B) Brandstof, smeerolie en onderdele wat in die gebied van een kontrakterende party ingebring of aan boord van vliegtuie geneem word deur of namens enige aangewese lugeksploitant van die ander kontrakterende party, en uitsluitlik vir gebruik deur die vliegtuie van sodanige eksploitant bedoel is, geniet, wat betref doeaneregte, inspeksiegeld en ander koste gehef deur eersgenoemde kontrakterende party, behandeling wat nie ongunstiger is as dié verleen aan nasionale lug-ekspluitante wat internasionale lugdienste eksploiteer of aan sodanige ekspluitante van die mees begunstigde nasie nie.

(C) Vliegtuie van die aangewese lugeksploitant van een kontrakterende party wat op die ooreengekome dienste gebruik word vir 'n vlug na, van of oor die gebied van die ander kontrakterende party, word tydelik vry van doeaneregte toegelaat onderworpe andersins aan die doeaneregulasies van sodanige ander kontrakterende party. Voorrade brandstof, smeerolie, onderdele, gewone uitrusting en vliegtuigbenodigdhede wat aan boord van vliegtuie van enige aangewese lugeksploitant van een kontrakterende party gehou word, is in die gebied van die ander kontrakterende party van doeaneregte, inspeksiegeld of soortgelyke regte of koste vrygestel, selfs al word sodanige voorrade deur sulke vliegtuie op vlugte in daardie gebied gebruik.

ARTIKEL IV.

Lugwaardigheidsertifikate, bevoegdheidsertifikate en lisensies wat deur een kontrakterende party uitgereik of geldig gemaak is en wat nog van krag is, word deur die ander kontrakterende party vir die ekspluitasie van die ooreengekome dienste as geldig erken.

Elke/

Elke kontrakterende party behou egter die reg voor om vir die doel van vlugte oor sy eie gebied te weier om bevoegdheidsertifikate en lisensies wat deur 'n ander staat aan sy eie landsburgers uitgereik is, te erken.

ARTIKEL V.

(A) Die wette en regulasies van een kontrakterende party betreffende die binnekoms in of vertrek uit sy gebied van vliegtuie wat vir internasionale lugvaart gebruik word, of betreffende die gebruik en navigasie van sulke vliegtuie terwyl hulle in sy gebied is, is op die vliegtuie van die ander kontrakterende party van toepassing en moet deur sulke vliegtuie by hul binnekoms in of vertrek uit die gebied van eersgenoemde party, of terwyl hulle daarin vertoef, nagekom word.

(B) Die wette en regulasies van elke kontrakterende party betreffende die binnekoms en verblyf in en vertrek uit sy gebied van passasiers, bemanning en vrag van vliegtuie, soos regulasies met betrekking tot binnekoms, klaring, immigrasie, paspoorte, doeane en kwarantyn, moet nagekom word.

ARTIKEL VI.

Elke kontrakterende party behou die reg voor om 'n sertifikaat of permit in die geval van 'n aangewese lugeksploitant van die ander kontrakterende party te weier of in te trek indien hy nie daarvan oortuig is dat oorwegende eiendomsreg van en doeltreffende beheer oor sodanige eksploitant by landsburgers van die ander kontrakterende party borus nie, of ingeval die eksploitant versuim om die wette en regulasies vermeld in artikel V van hierdie ooreenkoms na te kom, of om andersins die voorwaardes waarop die regte ingevolge hierdie ooreenkoms en sy aanhangsel verleen word, uit te voer.

ARTIKEL VII/

ARTIKEL VII.

(A) Die lugvaartoutoriteite van die twee kontrakterende partye sal in 'n gees van noue samewerking gereeld beraadslaag ten einde te verseker dat die beginsels en bepalinge uiteengesit in hierdie ooreenkoms en sy aanhangsel gehandhaaf en nagekom word.

(B) Indien die lugvaartoutoriteite van enigeen van die kontrakterende partye versuim of ophou om inligting met betrekking tot die ooreengekome dienste te publiseer, soos dié vervat in die Opgawes van Lugdiensverkeer (Landingsplek na Landingsplek en Oorsprong en Bestemming) wat tans deur die "Civil Aeronautics Board" uitgegee word, en versuim of ophou om die gegewens van hierdie aard wat deur die Internasionale Organisasie vir Burgerlike Lugvaart vereis mag word, te verstrek, moet die lugvaartoutoriteite van dié kontrakterende party, op versoek van die lugvaartoutoriteite van die ander kontrakterende party, enige inligting van hierdie aard wat gevra word, verskaf.

ARTIKEL VIII.

Vir die doel van hierdie ooreenkoms en sy aanhangsel -

(A) word die uitdrukking "gebied" soos op elke kontrakterende party toegepas, geag die grondgebiede en aangrensende territoriale waters onder die soewereiniteit, susereiniteit, beskerming, mandaat, of voogdyskap van sodanige kontrakterende party te behels;

(B)/

(B) beteken die uitdrukking „lugvaartoutoriteite“ in die geval van die Unie van Suid-Afrika die Minister belas met burgerlike lugvaart, en in die geval van die Verenigde State die "Civil Aeronautics Board", en in beide gevalle enige persoon of liggaam wat gemagtig is om die werksaamhede wat tans deur die hierin omskrewe lugvaartoutoriteite verrig word, uit te voer;

(C) het die uitdrukking „internasionale lugdienste“ die betekenis daaraan toegeskryf in artikel 96 van die Konvensie oor Internasionale Burgerlike Lugvaart wat op 7 Desember 1944 te Chicago onderteken is.

ARTIKEL IX.

Behalwe soos andersins in hierdie ooreenkoms of sy aanhangsel bepaal, word enige geskil tussen die kontrakterende partye met betrekking tot die vertolking of toepassing van hierdie ooreenkoms of sy aanhangsel, wat nie deur beraadslaging besleg kan word nie, vir 'n adviserende verslag verwys na 'n arbitrasieliggaam bestaande uit drie arbiters, een deur elk van die kontrakterende partye benoem te word en die derde deur die twee aldus gekose arbiters in oorleg met mekaar aangewys te word, met dien verstande dat sodanige derde arbiter nie 'n landsburger van enigeen van die kontrakterende partye is nie. Elk van die kontrakterende partye moet 'n arbiter aanwys binne twee maande na die afleweringdatum van 'n diplomatieke nota van enigeen van die partye aan die ander, waarin die beslegting van 'n geskil deur middel van arbitrasie versoek word; en oor die derde arbiter moet binne een maand na sodanige tydperk van twee maande ooreengekom word. Indien daar nie binne hierdie bepaalde tyd oor die derde arbiter

ooreengekom/

ooreengekom word nie, moet die vakature wat daardeur ontstaan, aangevul word deur die aanstelling van 'n persoon, aangewys deur die president van die raad van die Internasionale Organisasie vir Burgerlike Lugvaart, uit 'n naamlys van arbitrasiepersoneel wat volgens gebruik van genoemde Organisasie in stand gehou word. Die uitvoerende outoriteite van die kontrakterende partye sal kragtens die bevoegdheids tot hulle beskikking, alles in hul vermoë doen om aan die mening wat in so 'n adviserende verslag uitgespreek word, gevolg te gee. Die helfte van die uitgawes van die arbitrasieliggaam word deur elke party gedra.

ARTIKEL X.

Hierdie ooreenkoms en alle betreklike kontrakte moet by die Internasionale Organisasie vir Burgerlike Lugvaart geregistreer word.

ARTIKEL XI.

(A) Hierdie ooreenkoms, asook die bepalings van sy aanhangsel, tree op die dag waarop dit onderteken word, in werking.

(B) Enigeen van die kontrakterende partye kan te eniger tyd versoek dat daar met die ander party beraadslaag word met die oog daarop om enige wysigings van hierdie ooreenkoms of sy aanhangsel wat uit ondervinding wenslik blyk te wees, aan te bring. As 'n veelsydige konvensie wat op beide kontrakterende partye betrekking het, in werking tree, word daar aldus beraadslaag met die oog op die wysiging van hierdie ooreenkoms of sy aanhangsel in dier voege dat dit aan die bepalings van so 'n konvensie voldoen.

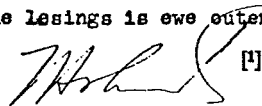
(C) Behalwe soos andersins in hierdie ooreenkoms of sy aanhangsel bepaal, kan enigeen van die kontrakterende partye, indien hy dit wenslik ag dat die bepalinge van die aanhangsel van hierdie ooreenkoms gewysig word, versoek dat die lugvaartoutoriteite van beide kontrakterende partye met mekaar beraadslaag; solanige beraadslaging binne 'n tydperk van sestig dae vanaf die datum van die versoek 'n aanvang te neem. Enige wysiging van die aanhangsel waarop bedoelde lugvaartoutoriteite ooreenkoms, tree in werking wanneer dit deur die wisseling van diplomatieke notas bekragtig is.

(D) Wanneer die prosedure vir beraadslaging, soos bepaal in paragraaf (B) van hierdie artikel, in werking gestel is, kan enigeen van die kontrakterende partye te eniger tyd aan die ander kontrakterende party kennis gee dat hy verlang om hierdie ooreenkoms te beëindig. Die Internasionale Organisasie vir Burgerlike Lugvaart moet tegelykertyd van hierdie kennisgewing verwittig word.

Hierdie ooreenkoms tree buite werking 'n jaar na die datum van ontvangs van die beëindigingskennisgewing deur die ander kontrakterende party, tensy daar ooreengekom word om die kennisgewing voor die verstryking van hierdie tydperk terug te trek. As die ander kontrakterende party versuik om ontvangs te erken, word die kennisgewing geag ontvang te gewees het veertien dae nadat dit deur die Internasionale Organisasie vir Burgerlike Lugvaart ontvang is.

Onderteken/

Onderteken op hierdie 23^{ste} dag van Mei 1947
te Kaapstad in duplikaat in die Engelse en Afrikaanse
tale. Beide lesings is ewe outentiek.



Namens die regering van die Verenigde State van Amerika:



Namens die regering van die Unie van Suid-Afrika:

A A N H A N G S E L.

AFDELING I.

Die regering van die Verenigde State van Amerika verleen aan die regering van die Unie van Suid-Afrika die reg om lugvervoerdienste deur een of meer deur laasgenoemde land aangewese lugekspluitante wat Suid-Afrikaanse landsburgers is, te eksploiteer oor die roetes, vermeld in bygaande Bylae I, wat oor die gebied van die Verenigde State van Amerika gaan of dit op handelsgebied bedien.

AFDELING II.

Die regering van die Unie van Suid-Afrika verleen aan die regering van die Verenigde State van Amerika die reg om lugvervoerdienste deur een of meer deur laasgenoemde land aangewese lugekspluitante wat landsburgers van die Verenigde State is, te eksploiteer oor die roetes, vermeld in bygaande Bylae II, wat oor die gebied van die Unie van Suid-Afrika gaan of dit op handelsgebied bedien.

AFDELING III.

Aan een of meer lugekspluitante wat deur elk van die kontrakterende partye kragtens die bepalings van hierdie ooreenkoms aangewys is, word die reg verleen om oor die gebied van die ander kontrakterende party te vlieg, vir nie-verkeersdoeleindes daarin te land, en dit vir handelsdoeleindes binne te kom en daaruit te vertrek met die oog op die vervoer van internasionale verkeer bestaande uit passasiers, vrag en postukke by die plekke aangetoon en oor elk van die roetes vermeld in die bygaande bylaes by alle lughawens wat vir internasionale verkeer oopgestel is.

AFDELING IV/

AFDELING IV.

Die kontrakterende partye kom as volg ooreen:-

(A) Dat die twee regerings begeer om die groots
 woonlikke verspreiding van die voordele verbonde aan
 lugvervoer in die algemene belang van die mensdom teen
 die goedkoopste tariewe bestaanbaar met gesonde
 ekonomiese beginsels te bevorder en aan te moedig; en om
 internasionale lugvervoer aan te wakker as 'n middel tot
 bevordering van 'n vriendskaplike gesindheid en wel-
 willendheid onder die volke, en tewens tot aanwending
 van die talle onregstreekse voordele verbonde aan hierdie
 nuwe metode van vervoer vir die gemeenskaplike welsyn
 van beide lande.

(B) Dat aan die aangewese lugeksploitant van die
 twee kontrakterende partye wat die roetes vermeld in
 hierdie aanhangsel eksploiteer, billike en gelyke
 geleenthede verskaf moet word vir die eksploitasie van
 die ooreengekome dienste. As die aangewese lug-
 eksploitant van een kontrakterende party, as gevolg van
 die oorlog tydelik nie van sodanige geleenthede gebruik
 kan maak nie, moet die kontrakterende partye die toestand
 hersien ten einde bedoelde lugeksploitant te help om
 volle gebruik te maak van die billike en gelyke geleent-
 hede om aan die ooreengekome dienste mee te doen.

(C) Dat by die eksploitasie van die in hierdie aan-
 hangsel bedoelde internasionale dienste deur die lug-
 eksploitante van enigeen van die kontrakterende partye,
 die belange van die lugeksploitant van die ander land
 egter in aanmerking geneem moet word sodat die dienste
 wat laasgenoemde oor dieselfde roete of 'n gedeelte
 daarvan verskaf, nie buitematig nadelig getref word nie.

(D)/

(D) Dat al die lugvervoerdienste wat deur die eksploteinte van beide lande aangebied word, in noue verband met die behoeftes van die publiek aan sodanige dienste moet staan.

(E) Dat die dienste wat deur 'n aangewese lug-eksploteint ingeolge hierdie ooreenkoms en sy aanhangsel geëksploteit word, die verskaffing van vervoervermoë wat aan die verkeersvereistes tussen die land waarvan sodanige lugeksploteint 'n landsburger is, en die land wat die uiteindelijke bestemming van die verkeer is, sal voldoen, as hoofdoel moet behou.

(F) Dat die reg van die lugeksploteinte van enigeen van die lande om internasionale verkeer bestem vir of afkomstig uit derde lande by 'n plek of plekke op die roetes in die bygaande bylaes vermeld, by plekke in die gebied van die ander land op en af te laai, toegepas moet word in ooreenstemming met die algemene beginsels van ordelike ontwikkeling, wat beide regerings onderskryf, en onderworpe moet wees aan die algemene beginsel dat vervoervermoë verband moet hou met -

- (1) verkeersvereistes tussen die land van oorsprong en die lande van bestemming;
- (2) die vereistes van deurgaande lug-eksploteitasie; en
- (3) die verkeersvereistes van die gebied waaroor die lugdiens geëksploteit word nadat met plaaslike en streekdienste rekening gehou is.

AFDELING V.

(A) Die vasstelling van tariewe ooreenkomsdig die volgende paragrawe moet op 'n redelike peil geskied, met behoorlike inagneming van alle ter sake dienende faktore,

soos bedryfskoste, redelike wins, en die tariewe gehef deur enige ander ekspluitante, asook die aard van elke diens.

(B) Die tariewe wat tussen plekke in die gebied van die Verenigde State en plekke in die gebied van die Unie van Suid-Afrika vermeld in hierdie aanhangsel, deur die lugekspluitante van enigeen van die kontrakterende partye gehef word, is, in ooreenstemming met die bepalinge van hierdie ooreenkoms en sy aanhangsel, onderworpe aan die goedkeuring van die lugvaartoutoriteite van die kontrakterende partye, wat, binne die perke van hul regsbevoegdheid, ooreenkomstig hul verpligtinge kragtens hierdie aanhangsel moet handel.

(C) Aangesien die "Civil Aeronautics Board" van die Verenigde State die verkeerskonferensie-prosedure van die Vereniging vir Internasionale Lugvervoer (hierna V.I.L. genoem) vir 'n tydperk van een jaar vanaf Februarie 1947 goedgekeur het, is enige tarief-ooreenkomste wat gedurende dié tydperk deur middel van hierdie prosedure aangegaan is en waarby lugekspluitante van die Verenigde State betrokke is, aan die goedkeuring van die Raad onderworpe.

(D) Besonderhede van enige tarief voorgestel deur die lugekspluitant of -ekspluitante van enigeen van die kontrakterende partye, moet ten minste dertig dae voor die voorgestelde datum waarop die tarief in werking tree, by die lugvaartoutoriteite van beide kontrakterende partye ingedien word; met dien verstande dat hierdie tydperk van dertig dae in besondere gevalle verkort kan word as die lugvaartoutoriteite van beide kontrakterende partye daartoe instem.

(E)/

(E) Die kontrakterende partye kom ooreen dat die prosedure wat in paragrawe (F), (G) en (H) van hierdie afdeling voorgeskryf word, van toepassing is -

- (1) indien, gedurende die tydperk waarvoor die verkeerskonferensie-prosedure van V.I.L. deur die "Civil Aeronautics Board" goedgekeur is, enige bepaalde tarief-ooreenkoms nie binne 'n redelike tyd deur enigeen van die kontrakterende partye goedgekeur word of 'n konferensie van V.I.L. nie in verband met 'n tarief ooreen kan kom nie; of
- (2) indien daar op een of ander tydstip van geen V.I.L.-prosedure gebruik gemaak kan word nie; of
- (3) indien enigeen van die kontrakterende partye op een of ander tydstip sy goedkeuring van die deel van die V.I.L.-verkeerskonferensie-prosedure wat op hierdie afdeling betrekking het, terugtrek of versuim om sodanige goedkeuring te hernu.

(F) Indien die lugvaartoutoriteite van die Verenigde State by wet gemagtig word om billike en ekonomiese tariewe vir die lugvervoer van persone en goedere op internasionale dienste vas te stel en om voorgestelde tariewe op te skort op 'n wyse vergelykbaar met dié waarop die "Civil Aeronautics Board" tans gemagtig is om op te tree in verband met sodanige tariewe vir die lugvervoer van persone en goedere in die Verenigde State, oefen elk van die kontrakterende partye daarna sy bevoegdheid uit op 'n wyse wat sal verhoed dat enige tarief of tariewe, voorgestel deur een van sy ekspluitante vir dienste tussen die gebied van

een kontrakterende party en 'n plek of plekke in die gebied van die ander kontrakterende party, van krag word, as die tarief na die mening van die kontrakterende party wie se lugeksploitant of -eksploitante sodanige tarief voorstel, onbillik of onekonomies is. As een van die kontrakterende partye na ontvangs van die in paragraaf (D) hierbo bedoelde kennisgewing, nie met die tarief voorgestel deur die lugeksploitant of -eksploitante van die ander kontrakterende party tevrede is nie, moet hy die ander kontrakterende party voor die verstryking van die eerste vyftien van vermelde dertig dae dienoreenkomsig verwittig, en moet die kontrakterende partye trag om oor 'n gepaste tarief ooreen te kom.

Indien so 'n ooreenkoms getref word, sal elke kontrakterende party sy regsbevoegdheid uitoeven ten einde aan sodanige ooreenkoms gevolg te gee.

As 'n ooreenkoms nie by verstryking van die tydperk van dertig dae genoem in paragraaf (D) hierbo getref is nie, kan die voorgestelde tarief, tensy die lugvaartoutoriteite van die land van die betrokke lugeksploitant dit goed vind om die toepassing van die tarief op te skort, voorlopig in werking gestel word hangende die beslegting van 'n geskil ooreenkomsig die prosedure in paragraaf (H) hieronder omskryf.

(G) As een van die kontrakterende partye, voordat sodanige bevoegdheid by wet aan die lugvaartoutoriteite van die Verenigde State verleen is, nie met enige tarief voorgestel deur die lugeksploitant of -eksploitante van enigeen van die kontrakterende partye vir dienste tussen die gebied van een kontrakterende party en 'n plek of plekke in die gebied van die ander kontrakterende party tevrede is nie, moet hy die ander kontrakterende party

voor/

voor die verstryking van die eerete vyftien dae van die dertigdaagse tydperk genoem in paragraaf (D) hierbo, dienooreenkomstig verwittig, en moet die kontrakterende partye trag om oor 'n gepaste tarief ooreen te kom.

Indien so 'n ooreenkoms getref word, sal elke kontrakterende party alles in sy vermoë doen met die oog op die inwerkingstelling van sodanige ooreengekome tarief deur sy lugeksploitant of -ekspluitante.

Daar word erken dat as so 'n ooreenkoms nie voor die verstryking van sodanige dertig dae getref kan word nie, die kontrakterende party wat teen die tarief beswaar gemaak het, sulke stappe as wat nodig geag word kan doen om die instelling of voortsetting van die betrokke diens teen die gewraakte tarief, te verhinder.

(H) Wanneer die lugvaartoutoriteite van die twee kontrakterende partye na beraadslaging as gevolg van die klagte van een kontrakterende party betreffende die voorgestelde tarief of 'n bestaande tarief van die lugeksploitant of -ekspluitante van die ander kontrakterende party, in enige geval genoem in paragrawe (F) en (G) hierbo nie binne 'n redelike tyd in verband met die gepaste tarief ooreen kan kom nie, moet beide kontrakterende partye, op versoek van enigeen van hulle, die saak deur middel van arbitrasie laat besleg op die wyse voorgeskryf in artikel IX van die ooreenkoms.

(I) Die uitvoerende gesag van die regering van die Verenigde State onderneem om alles in sy vermoë te doen om te bewerkstellig dat wetgewing aangeneem word wat die lugvaartoutoriteite van die Verenigde State magtig om billike en ekonomiese tariewe vir die lugvervoer van persone en goedere op internasionale dienste vas te stel en om voorgestelde tariewe op te skort op 'n wyse vergelykbaar met dié waarop die "Civil Aeronautics Board"

tans/

tans gemagtig is om op te tree in verband met sodanige tariewe vir die lugvervoer van persone en goedere in die Verenigde State.

AFDELING VI.

Daar word erken dat die vasstelling van tariewe deur 'n lugekspluitant van een kontrakterende party gehef te word tussen die gebied van die ander kontrakterende party en 'n derde land, 'n ingewikkelde vraagstuk is, waarvan die algehele oplossing nie deur beraadslaging tussen slegs twee lande verkry kan word nie. Daar word voorts daarvan kennis geneem dat die metode van vasstelling van sodanige tariewe tans die aandag van die Internasionale Organisasie vir Burgerlike Lugvaart geniet.

Onder hierdie omstandighede word daar aangeneem -

- (A) dat, tot tyd en wyl albei partye sodanige aanbevelings aanvaar het as wat die Internasionale Organisasie vir Burgerlike Lugvaart na bestudering van die saak mag doen, sulke tariewe onderworpe sal wees aan oorweging kragtens die bepalings van afdeling IV(C) van die aanhangsel van hierdie ooreenkoms;
- (B) dat, ingeval die Internasionale Organisasie vir Burgerlike Lugvaart nie daarin slaag om 'n metode van vasstelling van sulke tariewe wat vir albei partye aanneemlik is, daar te stel nie, daar ooreenkomstig die bepalings van artikel XI(B) van die ooreenkoms beraadslaag sal word.

AFDELING VII.

Veranderings wat deur enigeen van die kontrakterende partye aan die roetes genoem in die bygaande

bylaes aangebring word, uitgesonderd veranderings van die plekke wat deur lugekspluitante van een van die kontrakterende partye in die gebied van die ander kontrakterende party bedien word, word nie as wysigings van die aanhangsel beskou nie. Die lugvaartoutoriteite van enigeen van die kontrakterende partye kan dus sodanige veranderings eensydig aanbring, met dien verstande egter dat die lugvaartoutoriteite van die ander kontrakterende party onverwyld van enige veranderings verwittig word.

As sodanige ander lugvaartoutoriteite vind dat die belange van hul lugekspluitant of -ekspluitante, met die oog op die beginsels vervat in afdeling IV van hierdie aanhangsel, benadeel word deur die vervoer deur die lugekspluitant of -ekspluitante van eersgenoemde kontrakterende party van verkeer tussen die gebied van laasgenoemde party en die nuwe plek in die gebied van 'n derde land, beraadslaag die outoriteite van die twee kontrakterende partye ten einde 'n bevredigende ooreenkoms te tref.

AFDELING VIII.

Na die inwerkingtreding van hierdie ooreenkoms, verstrekk die lugvaartoutoriteite van beide kontrakterende partye so spoedig moontlik inligting aan mekaar betreffende die magtigings verleen aan hul onderskeie aangewese lugekspluitante om diens aan, deur en van die gebied van die ander kontrakterende party te verskaf. Dit sluit in afskrifte van bestaande sertifikate en magtigings vir diens oor die roetes waaroor hierdie ooreenkoms gaan en, wat die toekoms betref, van sodanige nuwe magtigings as wat verleen mag word tesame met wysigings, vrystellingsorders en planne van gemagtigde dienste.

BYLAE I.

Aan lugekspluitante van die Unie van Suid-Afrika wat ingevolge die onderhawige ooreenkoms aangewys is, word in die gebied van die Verenigde State in verband met 'n diens of dienste tussen die Unie van Suid-Afrika en New York die reg verleen om daardie gebied oor te vlieg en vir nie-verkeersdoeleindes daarin te land, asook die reg om internasionale verkeer bestaande uit passasiers, vrag en posstukke by sodanige plekke en oor sodanige roetes as wat op 'n later datum vasgestel mag word, op en af te laai.

BYLAE II.

Aan lugekspluitante van die Verenigde State van Amerika wat ingevolge die onderhawige ooreenkoms aangewys is, word die reg verleen om die gebied van die Unie van Suid-Afrika oor te vlieg en vir nie-verkeersdoeleindes daarin te land, asook die reg om internasionale verkeer bestaande uit passasiers, vrag en posstukke by Johannesburg en Kaapstad oor die volgende roetes in beide rigtings op en af te laai; oor elk van die ondervermelde roetes kan die lugekspluitant of -ekspluitante wat aangewys is om so 'n roete te eksploteer, ononderbroke vlugte tussen enige plekke langs daardie roete onderneem en een of meer van die ander aandoenplekke langs daardie roete verbysteek :-

- (1) Verenigde State oor die Noord-Atlantiese Oseaan en Afrika na Johannesburg.
- (2) Verenigde State oor die Karribiese Eilande, Suid-Amerika, die Suid-Atlantiese Oseaan en Afrika na Kaapstad.

*The American Minister to the Minister of External Affairs of the Union
of South Africa*

LEGATION OF THE
UNITED STATES OF AMERICA

*Cape Town
May 23, 1947*

SIR:

I have the honor to refer to the Bi-lateral Air Transport Agreement concluded today between the Governments of the United States and the Union of South Africa at Cape Town and in regard to Article IX of this Agreement to state that it is the understanding of my Government that in the event either contracting party should find itself unable to carry out the terms of an advisory report which recommends rectifying action on the part of both contracting parties, the contracting party which finds itself unable to carry out the terms of such an advisory report shall so notify the other contracting party which, upon receipt of such notification, will not necessarily be bound to carry out the terms of such an advisory report.

Ante, p. 3060.

This note and your confirmatory reply thereto will be regarded as constituting an agreement between the two Governments in the matter.

Please accept, Sir, the renewed assurance of my highest consideration.

T. HOLCOMB

Field Marshal

The Right Honorable J. C. SMUTS, O.M., P.C., C.H., K.C.,
D.T.D., M.P.,
*Minister of External Affairs,
Cape Town.*

*The Minister of External Affairs of the Union of South Africa to the
American Minister*

UNION OF SOUTH AFRICA.
UNIE VAN SUID-AFRIKA.

DEPARTMENT OF EXTERNAL AFFAIRS.
DEPARTEMENT VAN BUITELANDSE SAKE.
*Cape Town,
23 May 1947*

MR. MINISTER,

I have the honour to acknowledge your note of today's date, which reads as follows:—

“Sir,

I have the honor to refer to the Bi-lateral Air Transport Agreement concluded today between the Governments of the United States and the Union of South Africa at Cape Town and in regard

Ante, p. 3060.

to Article IX of this Agreement to state that it is the understanding of my Government that in the event either contracting party should find itself unable to carry out the terms of an advisory report which recommends rectifying action on the part of both contracting parties, the contracting party which finds itself unable to carry out the terms of such an advisory report shall so notify the other contracting party which, upon receipt of such notification, will not necessarily be bound to carry out the terms of such an advisory report.

This note and your confirmatory reply thereto will be regarded as constituting an agreement between the two Governments in the matter.

Please accept, Sir, the renewed assurance of my highest consideration.

(Signed) T. HOLCOMB."

I confirm that your note and this reply will be regarded as constituting an agreement to this effect between the two Governments.

Please accept, Mr. Minister, the renewed assurance of my highest consideration.

J C SMUTS
Minister of External Affairs.

General THOMAS HOLCOMB,
*Envoy Extraordinary and
Minister Plenipotentiary of
the United States of America,
Cape Town.*