

Haiti

AMITY, COMMERCE, AND NAVIGATION; EXTRADITION

Treaty signed at Port-au-Prince November 3, 1864

Ratified by Haiti November 14, 1864

Senate advice and consent to ratification January 17, 1865

Ratified by the President of the United States May 18, 1865

Ratifications exchanged at Washington May 22, 1865

Entered into force May 22, 1865

Proclaimed by the President of the United States July 6, 1865

Terminated May 7, 1905¹

13 Stat. 711; Treaty Series 164

The United States of America and the Republic of Hayti, desiring to make lasting and firm the friendship and good understanding which happily prevail between both nations, and to place their commercial relations upon the most liberal basis, have resolved to fix, in a manner clear, distinct, and positive, the rules which shall, in future, be religiously observed between the one and the other, by means of a treaty of amity, commerce, and navigation, and for the extradition of fugitive criminals.

For this purpose they have appointed as their plenipotentiaries, to wit: the President of the United States, Benjamin F. Whidden, commissioner and consul general of the United States to the Republic of Hayti; and the President of Hayti, Boyer Bazelais, chef d'escadron, his aide-de-camp and secretary, who, after a reciprocal communication of their respective full powers, found in due and proper form, have agreed to the following articles:

ARTICLE I

There shall be a perfect, firm, and inviolable peace and sincere friendship between the United States of America and the Republic of Hayti, in all the extent of their possessions and territories, and between their people and citizens, respectively, without distinction of persons or places.

¹ Pursuant to notice of termination given by Haiti May 7, 1904.

ARTICLE II

The United States of America and the Republic of Hayti, desiring to live in peace and harmony with all the other nations of the earth, by means of a policy frank and equally friendly with all, agree that any favor, exemption, privilege, or immunity whatever, in matters of commerce or navigation, which either of them has granted, or may hereafter grant, to the citizens or subjects of any other government, nation, or state, shall extend, in identity of cases and circumstances, to the citizens of the other contracting party; gratuitously, if the concession in favor of that other government, nation, or state, shall have been gratuitous; or in return for an equivalent compensation, if the concession shall have been conditional.

ARTICLE III

If by any fatality (which cannot be expected, and which God forbid) the two nations should become involved in war, one with the other, the term of six months after the declaration thereof shall be allowed to the merchants and other citizens and inhabitants respectively, on each side, during which time they shall be at liberty to withdraw themselves, with their effects and movables, which they shall have the right to carry away, send away, or sell, as they please, without the least obstruction; nor shall their effects, much less their persons, be seized during such term of six months; which immunity is not in any way to be construed to prevent the execution of any existing civil or commercial engagements; on the contrary, passports shall be valid for a term necessary for their return, and shall be given to them for their vessels and their effects which they may wish to carry with them or send away, and such passports shall be a safe conduct against the insults and captures which privateers may attempt against their persons and effects.

ARTICLE IV

Neither the money, debts, shares in the public funds or in banks, or any other property, of either party, shall ever, in the event of war or national difference, be sequestered or confiscated.

ARTICLE V

The citizens of each of the high contracting parties, residing or established in the territory of the other, shall be exempt from all compulsory military duty by sea or by land, and from all forced loans or military exactions or requisitions, nor shall they be compelled to pay any contributions whatever higher or other than those that are or may be paid by native citizens.

ARTICLE VI

The citizens of each of the contracting parties shall be permitted to enter, sojourn, settle, and reside in all parts of the territories of the other, engage

in business, hire and occupy warehouses, provided they submit to the laws, as well general as special, relative to the rights of travelling, residing, or trading. While they conform to the laws and regulations in force, they shall be at liberty to manage themselves their own business, subject to the jurisdiction of either party respectively, as well in respect to the consignment and sale of their goods as with respect to the loading, unloading, and sending off their vessels. They may also employ such agents or brokers as they may deem proper; it being distinctly understood that they are subject also to the same laws.

The citizens of the contracting parties shall have free access to the tribunals of justice, in all cases to which they may be a party, on the same terms which are granted by the laws and usage of the country to native citizens, furnishing security in the cases required; for which purpose they may employ in the defence of their interests and rights such advocates, solicitors, attorneys, and other agents as they may think proper, agreeably to the laws and usage of the country.

ARTICLE VII

There shall be no examination or inspection of the books, papers, or accounts of the citizens of either country residing within the jurisdiction of the other without the legal order of a competent tribunal or judge.

ARTICLE VIII

The citizens of each of the high contracting parties, residing within the territory of the other, shall enjoy full liberty of conscience. They shall not be disturbed or molested on account of their religious opinions or worship, provided they respect the laws and established customs of the country. And the bodies of the citizens of the one who may die in the territory of the other shall be interred in the public cemeteries, or in other decent places of burial, which shall be protected from all violation or insult by the local authorities.

ARTICLE IX

The citizens of each of the high contracting parties, within the jurisdiction of the other, shall have power to dispose of their personal property by sale, donation, testament, or otherwise; and their personal representatives, being citizens of the other contracting party, shall succeed to their personal property, whether by testament or *ab intestato*. They may take possession thereof, either by themselves or by others acting for them, at their pleasure, and dispose of the same, paying such duty only as the citizens of the country wherein the said personal property is situated shall be subject to pay in like cases. In the absence of a personal representative, the same care shall be taken of the property as by law would be taken of the property of a native in a similar case, while the lawful owner may take measures for securing it.

If a question as to the rightful ownership of the property should arise among claimants, the same shall be determined by the judicial tribunals of the country in which it is situated.

ARTICLE X

The high contracting parties hereby agree that whatever kind of produce, manufactures, or merchandise of any foreign country can be, from time to time, lawfully imported into the United States in their own vessels, may also be imported in the vessels of the Republic of Hayti, and no higher or other duties upon the tonnage or cargo of the vessels shall be levied or collected, than shall be levied or collected of the vessels of the most favored nation.

And reciprocally whatever kind of produce, manufactures, or merchandise of any foreign country can be, from time to time, lawfully imported into Hayti in her own vessels, may be also imported in the vessels of the United States, and no higher or other duties upon the tonnage or cargo of the vessels shall be levied or collected of the vessels of the most favored nation.

ARTICLE XI

It is also hereby agreed that whatever may be lawfully exported or re-exported from the one country in its own vessels, to any foreign country, may in like manner be exported or re-exported in vessels of the other, and the same duties, bounties, and drawbacks shall be collected and allowed as are collected of and allowed to the most favored nation.

It is also understood that the foregoing principles shall apply, whether the vessels shall have cleared directly from the ports of the nation to which they appertain, or from the ports of any other nation.

ARTICLE XII

The provisions of this treaty are not to be understood as applying to the coasting trade of the contracting parties, which is respectively reserved by each exclusively, to be regulated by its own laws.

ARTICLE XIII

No higher or other duties shall be imposed on the importation into the United States of any article the growth, produce, or manufacture of Hayti or her fisheries; and no higher or other duties shall be imposed on the importation into Hayti of any article the growth, produce, or manufacture of the United States or their fisheries, than are or shall be payable on the like articles the growth, produce, or manufacture of any other foreign country or its fisheries.

No other or higher duties or charges shall be imposed in the United States on the exportation of any article to Hayti, nor in Hayti, on the exportation of any article to the United States, than such as are or shall be payable on the exportation of the like article to any foreign country.

No prohibition shall be imposed on the importation of any article the growth, produce, or manufacture of the United States or their fisheries, or of Hayti and her fisheries, from or to the ports of the United States or Hayti, which shall not equally extend to any other foreign country.

ARTICLE XIV

It is hereby agreed that if either of the high contracting parties should hereafter impose discriminating duties upon the products of any other nation, the other party shall be at liberty to determine the origin of its own products intended to enter the country by which the discriminating duties are imposed.

ARTICLE XV

Whenever the citizens of either of the contracting parties shall be forced to seek refuge or asylum in the rivers, ports, or dominions of the other with their vessels, whether merchant or war, through stress of weather, pursuit of pirates or enemies, or want of provisions or water, they shall be received and treated with humanity, giving to them all favor and protection for repairing their vessels, and placing themselves in a condition to continue their voyage without obstacle or hindrance of any kind.

And the provisions of this article shall apply to privateers or private vessels-of-war, as well as public, until the two high contracting parties may relinquish that mode of warfare, in consideration of the general relinquishment of the right of capture of private property upon the high seas.

ARTICLE XVI

When any vessel of either party shall be wrecked, stranded, or otherwise damaged on the coasts or within the jurisdiction of the other, their respective citizens shall receive, as well for themselves as for their vessels and effects, the same assistance which would be due to the inhabitants of the country where the accident happened; and they shall be liable to pay the same charges and dues of salvage as the said inhabitants would be liable to pay in like cases.

If the repairs which a stranded vessel may require shall render it necessary that the whole or any part of her cargo should be unloaded, no duties of custom, charges, or fees on such cargo as may be carried away shall be paid, except such as are payable in like cases by national vessels.

ARTICLE XVII

It shall be lawful for the citizens of either republic to sail with their ships and merchandise (contraband goods excepted) with all manner of liberty and security, no distinction being made who are the proprietors of the merchandise laden thereon, from any port to the places of those who now are, or hereafter shall be, at enmity with either of the contracting parties.

It shall likewise be lawful for the citizens aforesaid to sail with their ships and merchandises before mentioned, and to trade with the same liberty and security, not only from ports and places of those who are enemies of both or either party, to ports of the other, and to neutral places, but also from one place belonging to an enemy to another place belonging to an enemy, whether they be under the jurisdiction of one or several powers, unless such ports or places are blockaded, besieged, or invested.

ARTICLE XVIII

And whereas it frequently happens that vessels sail for a port or place belonging to an enemy without knowing that the same is either besieged, blockaded, or invested, it is hereby agreed by the high contracting parties that every vessel so circumstanced may be turned away from such port or place, but she shall not be detained, nor any part of her cargo, if not contraband, be confiscated, unless, after notice of such blockade or investment, she shall again attempt to enter; but she shall be permitted to go to any other port or place she shall think proper, provided the same be not blockaded, besieged, or invested. Nor shall any vessel of either of the parties that may have entered into such port or place before the same was actually besieged, blockaded, or invested by the other, be restrained from quitting such place with her cargo, nor, if found therein after the reduction and surrender of such place, shall such vessel or her cargo be liable to confiscation, but they shall be restored to the owners thereof.

ARTICLE XIX

The two high contracting parties recognize as permanent and immutable the following principles, to wit:

1. That free ships make free goods; that is to say: that the effects or goods belonging to subjects or citizens of a power or state at war are free from capture or confiscation when found on board neutral vessels, with the exception of articles contraband of war.
2. That the property of neutrals on board of an enemy's vessel is not subject to confiscation, unless the same be contraband of war.

The like neutrality shall be extended to persons who are on board a neutral ship, with this effect, that although they may be enemies of both or either party, they are not to be taken out of that ship, unless they are officers or soldiers, and in the actual service of the enemy. The contracting parties engage to apply these principles to the commerce and navigation of all such powers and states as shall consent to adopt them as permanent and immutable.

ARTICLE XX

The liberty of navigation and commerce shall extend to all kinds of merchandise, excepting those only which are distinguished by the name of contraband of war, and under this name shall be comprehended—

1. Cannons, mortars, howitzers, swivels, blunderbusses, muskets, fusees, rifles, carbines, pistols, pikes, swords, sabres, lances, spears, halberts, grenades, bombs, powder, matches, balls, and everything belonging to the use of arms.
2. Bucklers, helmets, breastplates, coats-of-mail, accoutrements, and clothes made up in military form and for military use.
3. Cavalry belts and horses, with their harness.
4. And, generally, all offensive or defensive arms, made of iron, steel, brass, copper, or of any other material prepared and formed to make war by land or at sea.

ARTICLE XXI

All other merchandises and things not comprehended in the articles of contraband explicitly enumerated and classified as above shall be held and considered as free, and subject of free and lawful commerce, so that they be carried and transported in the freest manner by the citizens of both the contracting parties, even to places belonging to an enemy, excepting only those places which are at the time besieged or blockaded.

ARTICLE XXII

In time of war the merchant ships belonging to the citizens of either of the contracting parties which shall be bound to a port of the enemy of one of the parties, and concerning whose voyage and the articles of their cargo there may be just grounds of suspicion, shall be obliged to exhibit not only their passports but likewise their certificates, showing that their goods are not of the quality of those specified as contraband in this treaty.

ARTICLE XXIII

To avoid all kind of vexation and abuse in the examination of the papers relating to the ownership of the vessels belonging to the citizens of the contracting parties, it is hereby agreed that when one party shall be engaged in war, and the other party shall be neutral, the vessels of the neutral party shall be furnished with passports, that it may appear thereby that they really belong to citizens of the neutral party. These passports shall be valid for any number of voyages, but shall be renewed every year.

If the vessels are laden, in addition to the passports above named, they shall be provided with certificates, in due form, made out by the officers of the place whence they sailed, so that it may be known whether they carry any contraband goods. And if it shall not appear from the said certificates that there are contraband goods on board, the vessels shall be permitted to proceed on their voyage. If it shall appear from the certificates that there are contraband goods on board any such vessel, and the commander of the same shall offer to deliver them up, that offer shall be accepted, and a receipt for the

same shall be given, and the vessel shall be at liberty to pursue her voyage, unless the quantity of contraband goods be greater than can be conveniently received on board the ship-of-war or privateer, in which case, as in all other cases of just detention, the vessel shall be carried to the nearest safe and convenient port for the delivery of the same.

In case any vessel shall not be furnished with such passport or certificates as are above required for the same, such case may be examined by a proper judge or tribunal; and if it shall appear from other documents or proofs, admissible by the usage of nations, that the vessel belongs to citizens or subjects of the neutral party, it shall not be confiscated, but shall be released with her cargo, (contraband goods excepted,) and be permitted to proceed on her voyage.

ARTICLE XXIV

In order to prevent all kinds of disorder in the visiting and examination of the vessels and cargoes of both the contracting parties on the high seas, it is hereby agreed that, whenever a ship-of-war shall meet with a neutral or the other contracting party, the first shall remain at a convenient distance, and may send its boats, with two or three men only, in order to execute the examination of the papers concerning the ownership and cargo of the vessel, without causing the least extortion, violence, or ill-treatment, for which the commanders of the said armed ships shall be responsible with their persons and property; for which purpose the commanders of all private armed vessels shall, before receiving their commissions, give sufficient security to answer for all damages they may commit; and it is hereby agreed and understood that the neutral party shall in no case be required to go on board the examining vessel for the purpose of exhibiting his papers, or for any other purpose whatever.

ARTICLE XXV

It is expressly agreed by the high contracting parties that the stipulations before mentioned, relative to the conduct to be observed on the sea by the cruizers of the belligerent party toward the ships of the neutral party, shall be applicable only to ships sailing without a convoy; and when the said ships shall be convoyed, it being the intention of the parties to observe all the regards due to the protection of the flag displayed by public ships, it shall not be lawful to visit them; but the verbal declaration of the commander of the convoy that the ships he convoys belong to the nation whose flag he carries, and that they have no contraband goods on board, shall be considered by the respective cruizers as fully sufficient; the two parties reciprocally engaging not to admit, under the protection of their convoys, ships which shall have on board contraband goods destined to an enemy.

ARTICLE XXVI

Whenever vessels shall be captured or detained, to be carried into port under pretense of carrying to the enemy contraband goods, the captor shall give a receipt for such of the papers of the vessel as he shall retain, which receipt shall be annexed to a copy of said papers; and it shall be unlawful to break up or open the hatches, chests, trunks, casks, bales, or vessels found on board, or remove the smallest part of the goods, unless the lading be brought on shore in presence of the competent officers, and an inventory be made by them of the same. Nor shall it be lawful to sell, exchange, or alienate the said articles of contraband in any manner, unless there shall have been lawful process, and the competent judge or judges shall have pronounced against such goods sentence of confiscation.

ARTICLE XXVII

That proper care may be taken of the vessel and cargo, and embezzlement prevented in time of war, it is hereby agreed that it shall not be lawful to remove the master, commander, or supercargo of any captured vessel from on board thereof, during the time the vessel may be at sea after her capture, or pending the proceedings against her, or her cargo, or anything relating thereto; and in all cases where a vessel of the citizens of either party shall be captured or seized and held for adjudication, her officers, passengers, and crew shall be hospitably treated. They shall not be imprisoned or deprived of any part of their wearing apparel, nor of the possession and use of their money, not exceeding for the captain, supercargo, mate, and passengers, five hundred dollars each, and for the sailors one hundred dollars each.

ARTICLE XXVIII

It is further agreed that in all cases the established courts for prize causes, in the country to which the prizes may be conducted, shall alone take cognizance of them. And whenever such tribunal of either of the parties shall pronounce judgment against any vessel, or goods, or property claimed by the citizens of the other party, the sentence or decree shall mention the reasons or motives on which the same shall have been founded, and an authenticated copy of the sentence or decree, and all of the proceedings in the case, shall, if demanded, be delivered to the commander or agent of the said vessel without any delay, he paying the legal fees for the same.

ARTICLE XXIX

When the ships-of-war of the two contracting parties, or those belonging to their citizens which are armed in war, shall be admitted to enter with their prizes the ports of either of the two parties, the said public or private ships, as well as their prizes, shall not be obliged to pay any duty either to the officers

of the place, the judges, or any others; nor shall such prizes, when they come to and enter the ports of either party, be arrested or seized, nor shall the officers of the place make examination concerning the lawfulness of such prizes, but they may hoist sail at any time and depart and carry their prizes to the places expressed in their commissions, which the commanders of such ships shall be obliged to show. It is understood, however, that the privileges conferred by this article shall not extend beyond those allowed by law or by treaty with the most favored nation.

ARTICLE XXX

It shall not be lawful for any foreign privateers who have commissions from any prince or state in enmity with either nation to fit their ships in the ports of either, to sell their prizes, or in any manner to exchange them; neither shall they be allowed to purchase provisions, except such as shall be necessary to their going to the next port of that prince or state from which they have received their commissions.

ARTICLE XXXI

No citizen of Hayti shall apply for or take any commission or letters of marque for arming any ship or ships to act as privateers against the said United States, or any of them, or against the citizens, people, or inhabitants of the said United States, or any of them, or against the property of any of the inhabitants of any of them, from any prince or state with which the said United States, shall be at war; nor shall any citizen of the said United States, or any of them, apply for or take any commission or letters of marque for arming any ship or ships to act as privateers against the citizens or inhabitants of Hayti, or any of them, or the property of any of them, from any prince or state with which the Said Republic shall be at war; and if any person of either nation shall take such commission or letters of marque, he shall be punished according to their respective laws.

ARTICLE XXXII

The high contracting parties, desiring to avoid all inequality in their public communications and official intercourse, agree to grant to their envoys, ministers, and other diplomatic agents, the same favors, privileges, immunities, and exemptions which the most favored nations do or shall enjoy; it being understood that whatever favors, privileges, immunities, or exemptions, the United States of America or the Republic of Hayti may find it proper to give to the envoys, ministers, and other diplomatic agents, of any other power, shall by the same act be extended to those of each of the contracting parties.

ARTICLE XXXIII

To protect more effectually the commerce and navigation of their respective citizens, the United States of America and the Republic of Hayti agree to admit and receive, mutually, consuls and vice-consuls in all their ports open to foreign commerce, who shall enjoy, within their respective consular districts, all the rights, prerogatives, and immunities of the consuls and vice-consuls of the most favored nation.

ARTICLE XXXIV

In order that the consuls and vice-consuls of the two contracting parties may enjoy the rights, prerogatives, and immunities which belong to them by their public character, they shall, before exercising their official functions, exhibit to the government to which they are accredited their commissions or patents in due form; and, having obtained their *exequatur*, they shall be acknowledged, in their official character, by the authorities, magistrates, and inhabitants, in the consular district in which they reside.

ARTICLE XXXV

It is also agreed, that the consuls, their secretaries, officers, and persons attached to the service of consuls, they not being citizens of the country in which the consul resides, shall be exempt from all kinds of imposts, taxes, and contributions, except those which they shall be obliged to pay on account of their commerce or property, to which the citizens or inhabitants, native or foreign, of the country in which they reside, are subject; being, in everything besides, subject to the laws of the respective States. The archives and papers of the consulates shall be respected inviolably; and under no pretext whatever shall any person, magistrate, or other public authority seize, or in any way interfere with them.

ARTICLE XXXVI

The said consuls and vice-consuls shall have power to require the assistance of the authorities of the country for the arrest, detention, and custody of deserters from the ships-of-war and merchant vessels of their country. For this purpose they shall apply to the competent tribunals, judges, and officers, and shall, in writing, demand such deserters, proving by the exhibition of the registers of the vessels, the muster-rolls of the crews, or by any other official documents, that such individuals formed a part of the crews; and on this claim being substantiated, the surrender shall not be refused. Such deserters, when arrested, shall be placed at the disposal of the consuls and vice-consuls, and may be confined in the public prisons at the request and cost of those who shall claim them, in order to be sent to the vessels to which they belong, or to others of the same country. But if not sent back within

three months, to be counted from the day of their arrest, they shall be set at liberty, and shall not again be arrested for the same cause.

ARTICLE XXXVII

For the purpose of more effectually protecting their commerce and navigation, the two contracting parties do hereby agree, as soon hereafter as circumstances will permit, to form a consular convention, which shall declare specially the powers and immunities of the consuls and vice-consuls of the respective parties.

ARTICLE XXXVIII

It is agreed that the high contracting parties shall, on requisitions made in their name, through the medium of their respective diplomatic agents, deliver up to justice persons who, being charged with the crimes enumerated in the following article, committed within the jurisdiction of the requiring party, shall seek an asylum or shall be found within the territories of the other: *Provided*, That this shall be done only when the fact of the commission of the crime shall be so established as to justify their apprehension and commitment for trial, if the crime had been committed in the country where the persons so accused shall be found; in all of which the tribunals of said country shall proceed and decide according to their own laws.

ARTICLE XXXIX

Persons shall be delivered up, according to the provisions of this treaty, who shall be charged with any of the following crimes, to wit: murder, (including assassination, parricide, infanticide, and poisoning,) attempt to commit murder, piracy, rape, forgery, the counterfeiting of money, the utterance of forged paper, arson, robbery, and embezzlement by public officers, or by persons hired or salaried, to the detriment of their employers, when these crimes are subject to infamous punishment.

ARTICLE XL

The surrender shall be made, on the part of each country, only by the authority of the executive thereof. The expenses of the detention and delivery, effected in virtue of the preceding articles, shall be at the cost of the party making the demand.

ARTICLE XLI

The provisions of the foregoing articles relating to the extradition of fugitive criminals shall not apply to offences committed before the date hereof, nor to those of a political character. Neither of the contracting parties shall be bound to deliver up its own citizens under the provisions of this treaty.

ARTICLE XLII

The present treaty shall remain in force for the term of eight years, dating from the exchange of ratifications; and if one year before the expiration of that period neither of the contracting parties shall have given notice to the other of its intention to terminate the same, it shall continue in force, from year to year, until one year after an official notification to terminate the same, as aforesaid.

ARTICLE XLIII

The present treaty shall be submitted on both sides to the approval and ratification of the respective competent authorities of each of the contracting parties, and the ratifications shall be exchanged at Washington within six months from the date hereof, or sooner if possible.

In faith whereof the respective plenipotentiaries have signed the foregoing articles, in the English and French languages, and they have hereunto affixed their seals.

Done, in duplicate, at the city of Port-au-Prince this third day of November, in the year of our Lord one thousand eight hundred and sixty-four.

B. F. WHIDDEN [SEAL]
BOYER BAZELAIS [SEAL]

ARBITRATION OF ANTONIO PELLETIER AND A. H. LAZARE CLAIMS

Protocol signed at Washington May 28, 1884

Entered into force May 28, 1884

Modified by additional protocol of March 20, 1885¹

Terminated May 12, 1887²

23 Stat. 785; Treaty Series 165

PROTOCOL OF AN AGREEMENT FOR THE SUBMISSION TO AN ARBITRATOR OF THE CLAIMS KNOWN AS THE PELLETIER AND LAZARE CLAIMS AGAINST HAYTI

Whereas, the Government of the United States of America has presented to the Government of Hayti, the claims of Antonio Pelletier and A. H. Lazare for indemnity for acts against person and property alleged to have been done by Haytien authorities; and

Whereas, the Government of Hayti has persistently denied its liability in the premises; and

Whereas, the Honorable William Strong, formerly one of the Justices of the Supreme Court of the United States of America, inspires both the contracting parties with full confidence in his learning, ability and impartiality: therefore

The undersigned Frederick T. Frelinghuysen, Secretary of State of the United States, and Stephen Preston, Envoy Extraordinary and Minister Plenipotentiary of the Republic of Hayti, duly empowered thereto by their respective Governments, have agreed upon the stipulations contained in the following articles.

ARTICLE I

The said claims of Antonio Pelletier and A. H. Lazare against the Republic of Hayti shall be referred to the said Honorable William Strong, as sole Arbitrator thereof, in conformity with the conditions hereinafter laid down.

ARTICLE II

The following facts as to these two claims are admitted by the Government of Hayti.

¹ TS 166, *post*, p. 642.

² Date of final disposition of claims; see Moore, *International Arbitrations*, vol. II, p. 1749.

AS TO ANTONIO PELLETIER:

That Pelletier was master of the bark "William", which vessel entered Fort Liberté about the date claimed (31st of March 1861); that the master and crew were arrested and tried on a charge of piracy and attempt at slave trading; that Pelletier, the master, was sentenced to be shot and the mate and other members of the crew to various terms of imprisonment; that the Supreme Court of Hayti reversed the judgment as to Pelletier, and sent the case to the Court at Cape Haytien, where he was retried, and sentenced to five years' imprisonment; and that the vessel, with her tackle, was sold, and the proceeds divided between the Haytien Government and the party who, claiming to have suffered by her acts, proceeded against the vessel in a Haytian tribunal.

AS TO A. H. LAZARE:

That Lazare entered into a written contract with the Haytian Government, September 23, 1874, for the establishment of a National Bank at Port-au-Prince, with branches,—the capital being fixed first at \$3,000,000, and afterwards reduced to \$1,500,000 of which capital the Government was to furnish one-third part and Lazare two-thirds; that the Bank was to be opened in one year from the date of the contract, and an extension of forty-five days on this time was granted on Lazare's request; and that on the day when the Bank was to be opened the Haytian Government, alleging that Lazare had not fulfilled his part of the engagement, declared, in accordance with the stipulations of Article 24 of the agreement, the contract null and void, and forfeited on his, Lazare's, part.

ARTICLE III

The said Arbitrator shall receive and examine all papers and evidence relating to said claims, which may be presented to him on behalf of either Government.

If, in presence of such papers and evidence so laid before him, the said Arbitrator shall request further evidence, whether documentary, or by testimony given under oath before him or before any person duly commissioned to that end, the two Governments, or either of them, engage to procure and furnish such further evidence by all means within their power, and all pertinent papers on file with either Government shall be accessible to the said Arbitrator.

Both Governments may be represented before said Arbitrator by Counsel, who may submit briefs, and may also be heard orally if so desired by the Arbitrator.

ARTICLE IV

Before entering upon the discharge of his duties, the said Arbitrator shall subscribe to the following declaration:

"I do solemnly declare that I will decide impartially the claims of Antonio Pelletier and A. H. Lazare preferred on behalf of the Government of the United States against the Government of the Republic of Hayti; and that all the questions laid before me by either Government in reference to said claims shall be decided by me according to the rules of International Law existing at the time of the transactions complained of."

ARTICLE V

The said Arbitrator shall render his decision, separately, in each of the aforesaid cases, within one year from the date of this agreement.³

ARTICLE VI

The High Contracting parties will pay equally the expenses of the Arbitration hereby provided; and they agree to accept the decision of said Arbitrator in each of said cases, as final and binding, and to give to such decision full effect and force, in good faith, and without unnecessary delay or any reservation or evasion whatsoever.

In witness whereof, the undersigned have hereunto set their hands and seals this twenty-eighth day of May, 1884.

FREDK. T. FRELINGHUYSEN
STEPHEN PRESTON

[SEAL]
[SEAL]

³For an extension of the term for delivery of the decision, see additional protocol of Mar. 20, 1885 (TS 166), *post*, p. 642.

ARBITRATION OF CLAIMS OF AMERICAN CITIZENS FOLLOWING PORT-AU-PRINCE RIOTS

*Exchange of notes at Port-au-Prince February 11—March 7, 1885,
enclosed in dispatch of March 17, 1885, from the American Minister
at Port-au-Prince to the Secretary of State
Entered into force March 7, 1885
Terminated November 30, 1887¹*

1885 For. Rel. 500

*The American Minister to the American Secretary of State (Thomas F.
Bayard)*

LEGATION OF THE UNITED STATES
No. 723 PORT-AU-PRINCE, HAYTI, March 17, 1885

SIR: I have the honor to bring to your attention that, after protracted and persistent effort, involving a great amount of verbal and written discussion regarding the general mode and details of considering, determining, and settling the claims of the American citizens sustaining losses of property in connection with the events of the 22d and 23d days of September, 1883, at Port-au-Prince, agreement has been reached between the Haytian Government and this legation, substantially upon the principles and conditions contained in my memorandum, as approved by the Department, submitted to this Government by me on the 15th of July, 1884, with regard thereto, as you will find fully set forth in the correspondence which has passed between Mr. St. Victor and myself, copies of which are herewith transmitted.

I also inclose a brief but important letter addressed to me from Mr. Charles Weymann, containing an explanation of a clause found in Mr. St. Victor's dispatch of the 25th of February, 1885, with regard to the discount to be made upon the claims of our citizens allowed by the commission.

It will be seen that I consent to submit these claims to a mixed commission, composed of four persons, two Haytian and two American citizens—Messrs. B. I allemand and C. A. Preston, Haytians, and Messrs. Charles Weymann and Dr. John B. Terres, Americans; that the nationality or citizenship of our citizens is not to be called in question before the commission; that

¹ Date of final payment; see Moore, *International Arbitrations*, vol. II, p. 1859.

the estimates of value of property destroyed are to be made and paid in American money or its equivalent in current funds, and that upon a discount of 10 per cent. upon the several amounts allowed by the commission such allowances are to be paid at once. Such conditions will appear fully set out in the dispatch of Mr. St. Victor of February 25, 1885.

Upon such conditions being fully understood and accepted it will be perceived that I consent to the instructions which the honorable secretary of state of foreign affairs has seen fit to give in formal manner to the Haytian members of the commission. There can be no objection to the instructions as formulated and understood by us. I transmit, as herewith inclosed, a copy and translation of them.

It is unnecessary, as I conceive, after this full and to some extent special allusion to and mention of the contents of the correspondence referred to, to particularize as to the subject-matter of each particular dispatch, letter, and paper constituting the inclosures to this dispatch, especially since they pertain to the one general matter coming in the natural order of the debate thereupon, in accordance with their respective dates.

It is to be regretted that, just as the debate closed between us on this subject and we were ready to proceed at once to take the very last step in order to the submission of the claims to the commission, as constituted and agreed, on the 7th instant, Mr. St. Victor was called, by the sudden and sad news of the extreme sickness and probable death of his son, to leave hurriedly his official duties and his country to seek and care for his child at Paris. However, Mr. Brenor Prophète, his colleague of the department of state of war and marine, who has been charged with the department of state of foreign relations, assures me that the matter shall be taken up at once where Mr. St. Victor left it, and that the claims of our citizens shall be examined, determined, and paid according to the agreement reached by his colleague and myself.

I shall press the matter; but should the final settlement be a little delayed, it is really determined and must shortly be accomplished.

Ours are the only citizens losing property, as indicated, who have not been forced, under the arrangements finally made by their different diplomatic representatives, and approved by their several governments, to wait six years for the payment of their claims, and to take such payment at last in Haytian money.

I am, &c.,

JOHN MERCER LANGSTON

ENCLOSURES

*The American Minister to the Secretary of State for Foreign Relations
(B. St. Victor)*

LEGATION OF THE UNITED STATES
PORT-AU-PRINCE, HAYTI, February 11, 1885

SIR: According to the understanding already had between us, I have the honor to advise you that I have selected the American citizens Messrs. Charles Weymann and Edward Cutts, of this city, as members on behalf of the Government of the United States of the mixed commission, to be constituted by us to consider and determine the amount due the American citizens, severally, whose property was destroyed at Port-au-Prince, on the 22d and 23d days of September, 1883, in connection with the events occurring in this city at that time. It would please me to meet you at an early day to determine when and where the commission, when organized, shall hold its sessions.

I am, &c.,

JOHN MERCER LANGSTON

Mr. St. Victor to Mr. Langston

[TRANSLATION]

DEPARTMENT OF STATE OF FOREIGN RELATIONS
PORT-AU-PRINCE, February 12, 1885

MR. MINISTER: In accordance with the agreement existing between us since Sunday, the 25th of last month, and confirmed by your dispatch of the 11th instant, received yesterday, I have the honor to advise you that, with Messrs. Charles Weymann and Edward Cutts, whom you have named, will be joined Messrs. B. Lallemand, president of tribunal of cassation, and C. A. Preston, designated by the Government of the Republic to form a mixed commission to which shall be submitted the American reclamations growing out of the events of September 22 and 23, 1883.

I have the honor in consequence to communicate to you, herewith inclosed, the text of the instructions in conformity with which the commission should examine such reclamations.

I do not doubt, Mr. Minister, that you will ratify these instructions, which are drawn up according to justice and equity. Thus have I the hope that your next response to this communication will express your entire compliance.

In that which concerns the sessions of the mixed commission, I would add that it will itself choose its place and will fix the day and hour of its meetings.

You will accept, &c.,

B. ST. VICTOR

The Secretary of State for Foreign Relations to the Haitian Members of the Mixed Commission (B. Lallemand and C. A. Preston)

[TRANSLATION]

DEPARTMENT OF STATE OF FOREIGN RELATIONS
PORT-AU-PRINCE, February 12, 1885

MESSRS. AND ESTIMABLE FELLOW CITIZENS: The greatest interests of the nation find themselves placed in your hands by the exalted and delicate mission whereof today you are charged. The Government has counted in the circumstance upon your patriotism and your intelligence, and it hopes that you will give to its service all the activity of which you are able to dispose to bring to a desirable end the conferences which you are about to open.

I ought not to pretend to mark out in these few lines a complete code of instructions to follow in the exercise of your duty; it imports only that I bring to your attention some essential points of the matter to be settled, to tell you how so far it has been met by the Government. That will be to initiate you into its views and its aspirations.

It is sought, as you know, to fix the figures of the indemnities to be accorded to foreigners whose interest has been directly destroyed at the times of the events which took place the 22d and 23d September of last year at Port-au-Prince.

While leaving the responsibility of these scenes of disorder, pillage, and conflagration to the rioters of those days, the Government has determined that at present it is its duty to avoid all difficulties, all unhappy complications with the foreign powers, it has itself, in anticipation of reclamations, declared that it recognized the principle thereof, happy to give in the circumstance the most complete affirmation of its firm purpose to offer every security to foreigners and to capital which immigrate into the country. This principle admitted, it remains to approach in unity all the elements of indisputable appreciation the discussion of the figure of the indemnities with the foreign commission, the members of which, Messrs. Weymann and Edward Cutts, have been designated by the chief of the American legation of this city.

The work of the mixed commission shall not be subject to revision. You ought to judge sovereignly and without appeal, and it will suffice to express to you a just idea of the high confidence which is placed in you and which commands you, by consequence, to employ all care, all discernment, all tact, all equity necessary in the solutions to intervene. You are armed with powers of a court of arbitration judging in last resort, and in case of an equal division of votes upon the indemnities to be fixed it will be your duty to name an umpire to give you a casting vote.

From powers so extended, you will permit me to repeat it to you, follows the obligation for you to neglect nothing to furnish you with all the elements of nature to cast the most lively light upon the facts which you are going to

examine, and the deplorable consequences which have been the result thereof. It is to sources of information the most fruitful, and at the same time the most pure, that you ought to have recourse to settle your judgments upon a just and equitable basis.

After the preparatory work, which will consist necessarily in making a list of the claimants, in placing opposite each name the figure of the indemnity demanded, you will make an exposé of the facts of the reclamation, supported by all the proofs. It is then that the debates contradictory can be opened and that a conscientious and profound examination shall fix your judgment.

You ought not to lose from view that the object of your mission consists in determining the figure of the indemnities to be accorded to foreigners whose interests have been directly destroyed by the fact of pillage or conflagration resulting from the events occurring the 22d and 23d of September, of the year 1883, at Port-au-Prince.

It is enough to tell you that you ought to declare the rejection of reclamations founded upon indirect damages resulting from the same facts. There is no further controversy upon the solution of these questions. Recent examples are there to form it.

With your powers already so extended, the Government confers upon you the right of inquiry without limits. This shall be therefore the principal point of your operations, and it imports that you shall exercise that right in the largest manner to be exactly informed in your examination. Seek again carefully, with all the means possible, the proofs which you shall lack; call and interrogate witnesses; enlighten your judgment by drawing from all the sources worthy of confidence, and notably from official sources, which cannot fail you.

Is the loss of merchandise discussed? In the absence of valid balance-sheets, or all other sufficient papers, the documents of the custom-house, will they not offer you the necessary provisions of a just appreciation of the nature and of the importance of the commerce of the claimant?

I confine myself to this example, as it will belong to you, certainly, to generalize in addressing yourselves to other public administrations if necessity should make itself felt in that regard.

Such are, in substance and in a manner evidently abridged, the general instructions which should serve as a guide to your operations. At the close of your conferences you will prepare a report in detail, to which should be annexed all the minutes of your sessions, &c. If, in the course of your investigations, any points of detail, which I have not been able to anticipate, should arise to hinder the progress thereof, you will be good enough to present them to me. I will make haste to have an understanding on such subject with Mr. Langston, minister of the American Government, and I am persuaded, with the spirit of good will, of conciliation, of justice, which animates him, there will be no lack of understanding on his part with me to settle the difficulties

and place you in a position to accomplish to the general satisfaction the difficult and important mission with which you are charged.

The present instructions have been communicated to the minister of the United States of America who entirely adheres to them; you can then from their reception betake yourself to your labors.

Accept, &c.,

B. ST. VICTOR

Mr. Langston to Mr. St. Victor

LEGATION OF THE UNITED STATES
PORT-AU-PRINCE, Hayti, February 14, 1885

SIR: In acknowledging the receipt of your dispatch of the 12th instant, having reference to the mixed commission to be organized to consider and determine the claims of American citizens for property destroyed in connection with the events occurring at Port-au-Prince on the 22d and 23d days of September, 1883, I have the honor to state that I do not and cannot accept the instructions which, as presented in the inclosure to your dispatch, you ask me to approve as proper, to be given to the commission to be appointed for the purpose indicated.

You are fully aware, Mr. Minister, of the conditions and terms expressed verbally by you and myself on this subject, and you must appreciate the fact that the old instructions heretofore employed by you in the case of commissioners engaged under other circumstances can have no just application in regard to the matters to be adjudicated between us.

I await your further pleasure in the premises.

I am, &c.,

JOHN MERCER LANGSTON

Mr. Langston to Mr. St. Victor

LEGATION OF THE UNITED STATES
PORT-AU-PRINCE, Hayti, February 21, 1885

SIR: In acknowledging the receipt of your amended instructions by the hand of Mr. Weymann, to the members of the mixed commission named by you to replace the former instructions, which, according to your desire, I herewith return, always holding in mind the verbal understanding to which we have come in the premises, I have the honor to advise you that I am content to proceed to the examination and settlement of the indemnities of American citizens for property lost in connection with the events of the 22 and 23 days of September, 1883, at Port-au-Prince, before the Commissioners, Messrs. Lallemand and Preston, as named by you, and Messrs. Wey-

mann and Cutts, as named by me, they to have the power, conjointly in case of their inability to agree upon the indemnity, to be allowed to name an umpire to act with them upon such matter.

With the renewal, &c.,

JOHN MERCER LANGSTON

Mr. St. Victor to Mr. Langston

[TRANSLATION]

DEPARTMENT OF STATE OF FOREIGN RELATIONS
PORT-AU-PRINCE, February 24, 1885

MR. MINISTER: Have the goodness to return to me the letter of February 14, instant, that I had remitted to Mr. Charles Weymann, our interpreter in the conference of January 25, last, with the request that he would make certain observations to you on its contents.

Accept, &c.,

B. ST. VICTOR

Mr. Langston to Mr. St. Victor

LEGATION OF THE UNITED STATES
PORT-AU-PRINCE, Hayti, February 24, 1885

SIR: In acknowledging the receipt of your dispatch of this date, having reference to the return of your letter of the 14th instant, sent me by Mr. Charles Weymann, I have the honor to advise you that I cannot consent to the return of such letter; for, as I have advised you already, I am ready and await your action to have the mixed commission agreed to by us to proceed with the consideration and determination of the claims of American citizens losing property in connection with the events of the 22d and 23d days of September, 1883, in Port-au-Prince.

Awaiting your response, I am, &c.,

JOHN MERCER LANGSTON

Mr. St. Victor to Mr. Langston

[TRANSLATION]

DEPARTMENT OF STATE OF FOREIGN RELATIONS
PORT-AU-PRINCE, February 25, 1885

MR. MINISTER: I have the honor to acknowledge the receipt of your dispatch of the 24th instant, and to assure you once more of the desire of my Government to arrive with you at a definite understanding as to the settle-

ment of the American indemnities, the only ones connected with the events of the 22d and 23d September, 1883, which remain for us to settle.

There is certainly in the last correspondence which we have exchanged in that regard a misunderstanding, which it is our interest to remove as soon as possible.

In refusing to return to me the dispatch which you had addressed me the 14th instant, and which I had returned to Mr. Charles Weymann, our interpreter at the conference of the 25th of January, charged to make to you in that respect communications in the name of the Government, you seem to declare that you withdraw it, and that it ought to be, by consequence, considered null and void.

I would not insist more thereupon, and I would arrive at the points of our verbal agreement, as you recall it relative to the American indemnities to be fixed by the mixed commission established by common agreement between us.

It is a fact that the modifications made in my previous instructions to the Haytian commissioners were commanded by the force of the circumstances or by the delay occasioned in the examination of your claims.

There is no further need, 1st, to occupy myself with the mode of payment of the indemnities, since the legislative chambers have already pronounced themselves in that regard; 2d, to determine on the other part the money which should serve to pay those indemnities, since it has been agreed between us, after the observations which you have made me and which I have admitted, that this ought to be American money or its equivalent—that is to say, all other money augmented by the ordinary or current premium on the day of payment; 3d, to discuss the nationality of certain of your claimants, for thereupon the understanding was perfect between us, since after examination I have admitted such nationality for all.

Besides not to violate openly the law voted and to observe as far as possible its provisions, we have agreed that the commercial house of our interpreter, who assisted so willingly in this arrangement, should redeem, less a small discount, the sums allowed, which should be thus paid in cash.

All these points being settled in a definitive manner, and this verbal agreement, noted here in all letters, but not being able to give place to any divergence of views, I come to pray you, Mr. Minister, in replying to my present dispatch, to assure me that you are completely in accord with me, both upon my instructions to my commissioners, which should serve as a basis to the labors of our mixed commission, and upon the adoption of the money to be paid (*libératoire*) as well as upon the mode of payment whereof I have spoken to you above.

In the hope of a prompt reply, I reiterate to you, &c.,

B. ST. VICTOR

Mr. Langston to Mr. St. Victor

LEGATION OF THE UNITED STATES
PORT-AU-PRINCE, Hayti, February 25, 1885

SIR: Upon a second and careful reading of your dispatch of the 24th instant, I discover that I made a very great mistake in so reading it as to make it refer to a supposed dispatch which you had written to me.

I make haste, therefore, to correct such mistake as it appears in my dispatch addressed to you yesterday, and transmit, as herewith inclosed, my dispatch of February 14, which you did return to me by Mr. Charles Weymann, to be replaced by my dispatch dated February 21, 1885, according to my understanding.

Of course, Mr. Minister, the other part of my dispatch, addressed you yesterday, which respects my readiness to proceed, upon our understanding as settled on the 25th of January last, and as understood and guarded for us by our good mutual friend Weymann, to the examination and settlement of the claims in debate, before the commissioners agreed between us, will stand as written.

And you will permit me to say to you, in all candor and sobriety, and, as I trust, with becoming respect, I regard your agreement of the 25th of last January, as regards the mode of examining and determining the claims referred to, including the manner, time, and kind of money, as agreed and fixed between us and adopted in their payment, as binding upon us in all honor; and that it is our duty to proceed, accordingly, at once.

I stand ready and willing so to do.

With sentiments, &c.,

JOHN MERCER LANGSTON

Mr. Langston to Mr. St. Victor

LEGATION OF THE UNITED STATES
PORT-AU-PRINCE, Hayti, February 27, 1885

SIR: Your dispatch of the 25th instant was received by me at 11 o'clock yesterday morning. I beg to advise you at once that it is necessary, owing to the proposed absence of Mr. Cutts, to replace him by Dr. J. B. Terres upon the commission we would constitute. I have no doubt of your agreement to the substitution of Dr. Terres, made necessary as indicated.

When shall the commission convene? I hope as early as next Monday, at such hour as may suit their convenience, say at 3 o'clock in the afternoon, and at this legation.

I await your pleasure.

I am, &c.,

JOHN MERCER LANGSTON

Mr. St. Victor to Mr. Langston

[TRANSLATION]

DEPARTMENT OF STATE OF FOREIGN RELATIONS
PORT-AU-PRINCE, February 28, 1885

MR. MINISTER: I have had the honor to receive your dispatch of the 27th instant.

After the precise explanations which the letter that I addressed to you on the 25th instant contains on the subject of our agreement and the instructions which should serve as a basis for the labors of the mixed commission charged to examine the American reclamations, particularly after your dispatch of February 21, informing me on this agreement and its due consequences, I hoped that the present dispatch, of which I now acknowledge the receipt, would confirm in a complete manner the points which are contained in my official communication of the 25th.

However, your last dispatch touches on the subject of the mixed commission, but without saying one word in confirmation of what I had urgently demanded.

I therefore again request you to have the kindness to let me know if you accept entirely my instructions to the commissioners, the money proposed, and the manner of payment.

I consent to the choice which you have made of Dr. J. B. Terres to replace Mr. Cutts.

In regard to the meetings of the commission, I have already had the honor, in answering a like question from you, to say that it is the commission which shall fix them.

Awaiting an immediate response, which I beg you to send me, please accept &c.,

B. ST. VICTOR

*Mr. Langston to Mr. St. Victor*LEGATION OF THE UNITED STATES
PORT-AU-PRINCE, Hayti, March 2, 1885

SIR: In acknowledging the receipt of your dispatch received late last Saturday afternoon, and dated February 28, 1885, I have the honor, upon careful reading and consideration thereof, to ask your definite and concise explanation of the meaning and scope of the following clause of your dispatch of the 25th ultimo:

“Besides, not to violate openly the law voted, and to observe as far as possible its provisions, we have agreed that the commercial house of our interpreter, who assisted so willingly in this arrangement, should redeem, less a small discount, the sums allowed, which should be thus paid in cash.”

You will please mark the words which I underscore. Their meaning, as you employ them here, I wish to know.

Awaiting your reply, I am, &c.,

JOHN MERCER LANGSTON

Mr. St. Victor to Mr. Langston

[TRANSLATION]

DEPARTMENT OF STATE OF FOREIGN RELATIONS
PORT-AU-PRINCE, March 6, 1885

MR. MINISTER: I have the honor to inform you that I have lately seen Mr. Weymann, whom I have asked to explain to you the meaning of the paragraph of my dispatch of the 25th of February, presented in your letter of the 2d March.

Mr. Weymann has declared to me that he has given effect to my prayer, and that to-day everything is understood between us on the subject of the basis to be adopted for the settlement of the American reclamations connected with events of September, 1883.

I pray you, therefore, Mr. Minister, to be good enough to confirm to me this understanding upon all the points of the question, and upon the instructions to be given to the mixed commission, as I have reiterated to you, the request to do so in my dispatch of the 28th February last.

You will accept, &c.,

B. ST. VICTOR

An American Member of the Mixed Commission to the American Minister

PORT-AU-PRINCE, March 7, 1885

DEAR MR. MINISTER: As already stated to you verbally, the agreement referred to by the honorable secretary of foreign affairs, in his yesterday's dispatch addressed to you, is the following:

"As soon as the mixed commission will have agreed upon the amounts to be allowed for the American claims, for losses sustained in September 1883, such amounts will be paid by his care, to you, in cash, less a discount of 10 per cent."

Yours, respectfully,

CH. WEYMANN

Mr. Langston to Mr. St. Victor

LEGATION OF THE UNITED STATES
PORT-AU-PRINCE, Hayti, March 7, 1885

SIR: In acknowledging the receipt of your dispatch of yesterday, I have the honor to state that Mr. Weymann has given me full explanation of the clause of your dispatch of the 25th ultimo, referred to in mine of the 2d instant; and now I am content, upon such explanation, to accept and approve your instruction to the Haytian commissioners, a copy of which you have heretofore sent me, and I accept the terms and conditions presented by you in your dispatch of the 25th ultimo, as constituting the bases upon which to adjust and settle the claims of American citizens referred to therein.

If convenient, may the commission commence its labors on Monday next.

I am, &c.,

JOHN MERCER LANGSTON

ARBITRATION OF ANTONIO PELLETIER AND A. H. LAZARE CLAIMS

Additional protocol signed at Port-au-Prince March 20, 1885, modifying protocol of May 28, 1884

Entered into force March 20, 1885

Terminated May 12, 1887¹

Treaty Series 166

ADDITIONAL PROTOCOL OF AGREEMENT MADE FOR THE PURPOSE OF EXTENDING TO THE 28 JULY, 1885, THE TERM PROVIDED BY THE PROTOCOL OF AGREEMENT SIGNED AT WASHINGTON FOR THE SUBMISSION TO AN ARBITRATION OF THE CLAIMS CALLED LAZARE AND PELLETIER

Whereas the Government of the United States has expressed to the Haytian Government the belief that the decision of the Arbitrator named in virtue of the Protocol of agreement, signed at Washington, the 28 May 1884,² for the consideration of the said claims cannot be rendered the 28 May next, conformably to the provisions of Article V. of the said Protocol;

Whereas a new delay is thus recognized as necessary to favour the decision by arbitration;

Whereas the Government of the United States having proposed the 28 July of the present year as the final term, the Haytian Government, on its part accepts the date of the 28 July, 1885 as the last delay for the consideration of the claims Lazare and Pelletier;

For these considerations and reasons;

The undersigned, John Mercer Langston, Minister Resident of the United States of America in Hayti, and Brenor Prophète, General of Division, Secretary of State of War and of the Marine, charged par interim of the portfolio of Foreign Relations, duly empowered by their respective Governments, have concluded the agreement contained in the following article:

¹ Date of final disposition of claims; see Moore, *International Arbitrations*, vol. II, p. 1749.

² TS 165, *ante*, p. 627.

SOLE ARTICLE

The date of the 28 July 1885, is fixed as the last delay in which shall be delivered the decision of the Arbitrator charged to consider the claims known under the name of claims Lazare and Pelletier.

In witness whereof the undersigned have hereunto set their hands and seals this twentieth day of the month of March 1885.

JOHN MERCER LANGSTON [SEAL]
B. PROPHÈTE [SEAL]

ARBITRATION OF CHARLES ADRIEN VAN BOKKELEN CLAIM

Protocol signed at Washington May 24, 1888

Entered into force May 24, 1888

Terminated upon fulfillment of its terms¹

Treaty Series 167

The United States of America and the Republic of Hayti, being mutually desirous of maintaining the good relations that have so long subsisted between them and of removing, for that purpose, all causes of difference, their respective representatives, that is to say: Thomas F. Bayard, Secretary of State of the United States, and Stephen Preston, Envoy Extraordinary and Minister Plenipotentiary of the Republic of Hayti, have agreed upon and signed the following protocol:

1. It having been claimed on the part of the United States that the imprisonment of Charles Adrien Van Bokkelen, a citizen of the United States, in Hayti, was in derogation of the rights to which he was entitled as a citizen of the United States under the treaties between the United States and Hayti, which the Government of the latter country denies, it is agreed that the questions raised in the correspondence between the two Governments in regard to the imprisonment of the said Van Bokkelen shall be referred to the decision of a person to be agreed upon by the Secretary of State of the United States and the Envoy Extraordinary and Minister Plenipotentiary of the Republic of Hayti.

2. The referee so chosen shall decide the case upon such papers as may be presented to him by the Secretary of State of the United States and the Minister of Hayti respectively, within two months after the date of his appointment; but he shall not take into consideration any question not raised in the correspondence between the two Governments prior to the date of the signature of this protocol.

3. Each Government shall submit with the papers presented by it a brief of argument, and should the referee so desire, he may require further argument, oral or written, to be made within five months from the date of

¹ On Dec. 4, 1888, the arbitrator rendered an award of \$60,000 in favor of the claimant. On July 14, 1890, it was agreed that Haiti should pay the award in 12 equal installments, one installment every six months; the last installment was paid in 1895. (Moore, *International Arbitrations*, vol. II, p. 1807.)

his appointment. He shall render his decision within six months from said date.

4. A reasonable fee to the Referee shall be paid by the Government of Hayti.

5. Any award made shall be final and conclusive and, if in favor of the claimant, shall be paid by the Government of Hayti within twelve (12) months of the date of such award.²

Done in duplicate, at Washington this 24th day of May, one thousand eight hundred and eighty-eight.

T. F. BAYARD

[SEAL]

STEPHEN PRESTON

[SEAL]

²See footnote 1.

ARBITRATION OF JOHN D. METZGER AND COMPANY CLAIM

Protocol signed at Washington October 18, 1899

Entered into force October 18, 1899

Amended by supplemental protocol of June 30, 1900¹

Terminated upon fulfillment of its terms²

Treaty Series 168

PROTOCOL

of an agreement between the United States and Haiti, for the arbitration of the question of the liability and amount of damages to be awarded John D. Metzger and Company.

Signed at Washington, October 18, 1899

Protocol of an agreement between the Secretary of State of the United States and the Envoy Extraordinary and Minister Plenipotentiary of the Republic of Haiti, for submission to an arbitration of the question of the liability and amount of damages to be awarded in favor of John D. Metzger and Company, American citizens, against the Republic of Haiti, signed at Washington.

The United States of America and the Republic of Haiti, through their representatives, John Hay, Secretary of State of the United States of America, and J. N. Léger, Envoy Extraordinary and Minister Plenipotentiary of the Republic of Haiti, have agreed upon and signed the following protocol:

Whereas, the said John D. Metzger and Company, citizens of the United States of America, have claimed, through the Government of the United States, from the Government of Haiti, indemnity on account of the seizure and sale of their goods at Port-au-Prince for the nonpayment of certain license taxes; and on account of the alleged failure to furnish them an adequate supply of water for the operation of their mill at Port-au-Prince; and on account of the alleged liability of Haiti on account of a quantity of lumber

¹ TS 169, *post*, p. 649.

² An award was rendered Sept. 27, 1900, and final payment made by Haiti in January 1902.

alleged to have been sold by them for a Relief Committee on the occasion of the devastation by fire at Jacmel, it is agreed between the two Governments:

I

That the question of the liability of the Republic of Haiti to pay an indemnity in each of said cases, and, if so found by the arbitrator, the further question of the amount of the said indemnity to be awarded, shall be referred to the Honorable William R. Day, sometime Secretary of State of the United States, and now Judge of the Circuit Court thereof, who is hereby appointed as arbitrator to hear said causes, and to determine the questions of said liability and the amount of said indemnity, if any is found by said arbitrator to be justly due.

II

The Government of the United States will lay before the arbitrator the claimants' evidence and all correspondence, either between the Haitien Government and the United States Minister at Port-au-Prince, or between the Department of State and the Haitien Minister at Washington, and the despatches with their enclosures from the said Minister, reporting documentary or other evidence to the Department of State in relation to said claims.

Reciprocally, the Haitien Government shall have the same rights of presentation of evidence in its own behalf, as are above stipulated for the Government of the United States.

Each Government will furnish to the other a duplicate of the evidence and correspondence at the same time they are by them respectively laid before the arbitrator.

If, in the opinion of the arbitrator, it shall be deemed desirable, in the interests of justice, to take further evidence, he shall communicate to both parties his opinion, and shall indicate the questions of fact on which the same shall be taken. Likewise, either Government, on notice to the other, may apply to him for that purpose. Each Government shall, in case the arbitrator orders the taking, name an agent to take such evidence, in its own behalf, who shall each have the right to be present at the taking thereof, and to cross-examine the witnesses and take copies of documentary evidence offered by the other. All questions of procedure shall be left to the determination of the arbitrator. Each Government agrees to abide by such determination, and in default thereof, the said arbitrator may proceed in such manner and at such times as he may determine, in order to close the proofs and make final award.

III

The Government of Haiti agrees to pay any amount or amounts which may be awarded by the arbitrator, if he finds that it is liable therefore.

IV

The evidence is to be submitted to the arbitrator and finally closed on or before the 1st day of March, 1900, and his decision is to be rendered within four months thereafter.³

V

Each Government shall furnish to the arbitrator an argument or brief not later than the 1st day of April, 1900, a copy of which each party shall furnish to the other at the same time as to the arbitrator, and the claimant and the Commune of Port-au-Prince may also file briefs in the cause on the same terms; but the arbitrator need not for such purpose delay his decision.

VI

The Government of Haiti shall pay the indemnity awarded by the arbitrator, if any, as soon as the Legislative Assembly of Haiti shall authorize the payment; but the time thus allowed shall in no case exceed six months from the day the decision is pronounced, unless an extension of time of its payment should be granted by the Government of the United States.

VII

Reasonable compensation to the arbitrator for all his services and expenses, and the other expenses of said arbitration, are to be paid in equal moieties by the said Governments.

VIII

Any award given by the arbitrator shall be final and conclusive.

Done in duplicate in English and in French, at Washington, this 18th day of October, 1899.

JOHN HAY
J. N. LÉGER

³ For an amendment of art. IV, see supplemental protocol of June 30, 1900 (TS 169), *post*, p. 649.

ARBITRATION OF JOHN D. METZGER AND COMPANY CLAIM

*Protocol signed at Washington June 30, 1900, supplementing protocol
of October 18, 1899*

Entered into force June 30, 1900

Terminated upon fulfillment of its terms¹

Treaty Series 169

SUPPLEMENTAL PROTOCOL TO THE AGREEMENT OF OCTOBER 18, 1899, BE-TWEEN THE SECRETARY OF STATE OF THE UNITED STATES AND THE ENVOY EXTRAORDINARY AND MINISTER PLENIPOTENTIARY OF THE REPUBLIC OF HAITI, SUBMITTING TO ARBITRATION THE CLAIM OF JOHN D. METZGER & COMPANY AGAINST HAITI, SIGNED AT WASHINGTON JUNE 30, 1900

SUPPLEMENTAL PROTOCOL

Whereas a protocol was signed at Washington, October 18, 1899,² be-tween the Secretary of State of the United States and the Envoy Extraordinary and Minister Plenipotentiary of the Republic of Haiti, for submission to an arbitrator of certain issues involved in the claim of John D. Metzger & Company against Haiti, as specified in said protocol; and

Whereas, it is stipulated in Article 4 [IV] of said protocol as follows, to wit:

"The evidence is to be submitted to the arbitrator and finally closed on or before the first day of March, 1900, and his decision is to be rendered within four months thereafter";

It is agreed between the two Governments that said Article 4 be, and the same is, hereby, amended to read as follows, to wit:

"The evidence is to be submitted to the arbitrator and finally closed on or before the first day of March, 1900, and his decision is to be rendered by the first day of October, 1900".

Done in duplicate in English and French at Washington, this 30th day of June, 1900.

JOHN HAY
J. N. LÉGER

¹ See footnote 2, *ante*, p. 646.

² TS 168, *ante*, p. 646.

NATURALIZATION

Treaty signed at Washington March 22, 1902

Supplemented by treaty of February 28, 1903¹

Ratified by Haiti April 24, 1903

Senate advice and consent to ratification February 1, 1904

Ratified by the President of the United States March 17, 1904

Ratifications exchanged at Washington March 19, 1904

Entered into force March 19, 1904

Proclaimed by the President of the United States March 24, 1904

33 Stat. 2101; Treaty Series 432

The United States of America and the Republic of Haiti desiring to regulate the citizenship of those persons who may emigrate from the United States to Haiti, or from Haiti to the United States, have resolved to conclude a treaty on this subject.

For that purpose they have appointed their Plenipotentiaries, to-wit:

The President of the United States: John Hay, Secretary of State of the United States;

The President of Haiti: Mr. J. N. Léger, Envoy Extraordinary and Minister Plenipotentiary of Haiti at Washington;

Who, after the mutual communication of their respective full powers, found in good and due form, have agreed upon the following articles:

ARTICLE I

Citizens of the United States of America who shall have been duly naturalized as citizens of Haiti, and who shall have resided uninterruptedly in Haiti during a period of five years, shall be recognized by the United States as citizens of Haiti.

Reciprocally, citizens of Haiti who shall have been duly naturalized as citizens of the United States of America, and who shall have resided uninterruptedly in the United States during a period of five years, shall be recognized by Haiti as citizens of the United States.

This article shall apply as well to those already naturalized in either country as those hereafter naturalized.

¹ TS 433, *post*, p. 652.

ARTICLE II

The person who, after having become a naturalized citizen of one of the contracting States, shall return to live in the country of his origin, without intention to return to the country where he has been naturalized, shall be considered as having renounced the nationality obtained through naturalization.

ARTICLE III

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

ARTICLE IV

The naturalized citizens of either State who return to their country of origin, will be there liable to prosecution and punishment in conformity to the laws for the crimes or misdemeanors committed before their emigration and that are not covered by the statute of limitations.

ARTICLE V

The declaration of intention to become a citizen of the one or the other country has not for either party the effect of naturalization.

ARTICLE VI

The present treaty shall remain in force for ten years from the date of the exchange of ratifications; and unless one of the contracting parties shall notify the other of its intention to terminate it one year before the expiration of that period, the said treaty shall continue in force from year to year until the expiration of one year after official notice shall have been given by either of the contracting governments of a purpose to terminate it.

ARTICLE VII

The present treaty shall be submitted to the approval and ratification of the respective appropriate authorities of each of the contracting parties, and the ratifications shall be exchanged at Washington as soon as possible within twelve months from the date hereof.²

In witness whereof, the respective Plenipotentiaries have signed the foregoing articles, and have affixed their seals.

Done in duplicate at the City of Washington, in the English and French languages this twenty-second day of March, 1902.

JOHN HAY [SEAL]
J. N. LÉGER [SEAL]

² Period for exchange of ratifications extended by supplementary treaty of Feb. 28, 1903 (TS 433, *post*, p. 652).

NATURALIZATION

*Treaty signed at Washington February 28, 1903, supplementing treaty
of March 22, 1902*

Ratified by Haiti April 24, 1903

Senate advice and consent to ratification February 1, 1904

Ratified by the President of the United States March 17, 1904

Ratifications exchanged at Washington March 19, 1904

Entered into Force March 19, 1904

Proclaimed by the President of the United States March 24, 1904

33 Stat. 2157; Treaty Series 433

The United States of America and the Republic of Haiti, considering it expedient to prolong the period within which, by Article VII of the treaty of naturalization, signed by their respective plenipotentiaries at Washington on March 22, 1902,¹ the exchange of ratifications of the said treaty shall take place, have for that purpose appointed their respective Plenipotentiaries, namely:

The President of the United States of America, John Hay, Secretary of State of the United States of America; and

The President of Haiti, Mr. J. N. Léger, Envoy Extraordinary and Minister Plenipotentiary of Haiti at Washington;

Who, after having communicated each to the other, their respective full powers, found in good and due form, have agreed upon the following additional article to be taken as part of said treaty.

SOLE ARTICLE

The respective ratifications of the said treaty shall be exchanged as soon as possible, and within twelve months from March 22, 1903.

Done in duplicate at Washington, in the English and French languages, this 28th day of February, A.D. 1903.

JOHN HAY [SEAL]
J. N. LÉGER [SEAL]

¹ TS 432, *ante*, p. 650.

EXTRADITION

Treaty signed at Washington August 9, 1904

Ratified by Haiti August 25, 1904

Senate advice and consent to ratification December 15, 1904

Ratified by the President of the United States June 17, 1905

Ratifications exchanged at Washington June 28, 1905

Entered into force June 28, 1905

Proclaimed by the President of the United States June 28, 1905

34 Stat. 2858; Treaty Series 447

The United States of America and the Republic of Haiti, wishing to insure the proper administration of justice, have resolved to conclude a treaty for the purpose of mutually surrendering persons who, being charged with one of the crimes hereinafter specified, or having been sentenced for one of these crimes, shall, by flight, have escaped judicial prosecution or the consequences of their sentence.

To this end they have appointed their Plenipotentiaries, to wit:

The President of the United States of America, John Hay, Secretary of State of the United States of America; and,

The President of the Republic of Haiti, Mr. J. N. Léger, Envoy Extraordinary and Minister Plenipotentiary of Haiti at Washington;

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

ARTICLE I

The High Contracting Parties agree to deliver up to their respective justice, persons who, being accused or convicted of any of the crimes hereinafter enumerated, committed within the limits of jurisdiction of the demanding party, shall have afterwards taken refuge or shall be found in the territory of the other; provided, that this shall only be done upon such evidence of criminality as, according to the laws of the place where the fugitive or person so charged shall be found, would justify his apprehension and commitment for trial if the crime or offense had been there committed.

ARTICLE II

The crimes for which extradition shall be granted are the following:

1. Murder (including assassination, parricide, infanticide, poisoning, and voluntary manslaughter).
2. Counterfeiting of money, either coin or paper; utterance or circulation of counterfeit or altered money; introduction of counterfeit or altered money into the territory of one of the Contracting Parties.
3. Counterfeiting of any securities issued by one of the Contracting Parties, of bonds or coupons of the public debt, of bank notes or other instruments of credit authorized by law; utterance, use, or introduction, in the territory of one of the Parties, of the aforementioned counterfeit or falsified securities or notes.
4. Forging of the public or private documents; use of forged documents.
5. Larceny; robbery, or that which corresponds to the crime provided for and punished by the laws of Haiti as theft committed with arms in hand or by violence or threats, or on the public highways; burglary, or that which corresponds to the crime provided for and punished by the laws of Haiti as theft committed by breaking or climbing into, or using false keys or at night in a place inhabited or used as a dwelling.
6. Embezzlement by public officers or by persons hired or salaried, to the detriment of their employers; provided, that the amount of money or value of the property embezzled is not less than two hundred dollars.
7. Arson; destruction of railways, bridges, tramways, vessels, public edifices or other buildings, endangering human life.
8. Perjury; subornation of perjury; bribery, defined to be the giving, offering or receiving of a reward to influence one in the discharge of a legal duty.
9. Rape.
10. Bigamy.
11. Kidnapping of minors.
12. Piracy, as defined by statute or international law.

ARTICLE III

Extradition shall also be granted for the attempt to commit one of the crimes above enumerated, and against any accomplice of these crimes or attempts at crimes, when such complicity and attempt are punishable by the laws of the Party demanding the extradition.

ARTICLE IV

Neither of the Contracting Parties shall be obliged to deliver up its own citizens.

ARTICLE V

If the person claimed is under prosecution, either in the United States or Haiti, for any other crime than that upon which the demand for extradition is based, the extradition shall be postponed until the judgment is pro-

nounced, and, if the person is convicted, until the sentence imposed is fully served or remitted.

The extradition may also be postponed when the person claimed is being prosecuted for a civil offense in the country of which the demand is made. In this case it will not take place until after the execution of the judgment or the remission of the penalty.

ARTICLE VI

A fugitive who shall have been claimed at the same time by two or more States, shall be delivered up to the State which has first presented its demand; provided, that the government from which extradition is sought is not bound by treaty to give preference otherwise.

ARTICLE VII

The provisions of the present treaty shall not apply to offenses of a political character. The assassination or poisoning of the head of a government, or any other attempt against the life of the head of a government, shall not be considered as a crime of a political character.

A person whose extradition shall have been granted on account of one of the crimes mentioned in Article II of this Convention shall not, in any case, be tried for a political offense or for an act connected with a political offense committed prior to the demand for extradition, unless such person has had abundant opportunity to quit the country during the month following that in which he was set at liberty either as a result of acquittal, expiration of his sentence, or pardon.

ARTICLE VIII

A person surrendered cannot, without the consent of the State which has granted the extradition, be detained or tried in the State which has obtained his extradition, for any other crime or causes than those which have given rise to the extradition. This stipulation does not apply to crimes committed subsequently to the extradition.

However, a person who has had ample opportunity to quit the country which has obtained his extradition, and who shall be found there a month after his release by acquittal, the expiration of his sentence, or pardon, may be arrested and tried, without the consent of the State which has granted the extradition, for other crimes than those which have given rise to the demand for extradition.

ARTICLE IX

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

In Haiti the diplomatic or consular agent of the United States shall address, through the Ministry of Foreign Relations, a complaint to the government commissioner or any other magistrate authorized to issue warrants of commitment. The provisional arrest and detention of a fugitive shall cease and the prisoner be released if a formal requisition for his surrender, accompanied by the necessary evidence of criminality, has not been produced under the stipulations of this Convention within sixty days from the date of his arrest.

ARTICLE X

Every demand for extradition shall be made through the diplomatic agents of the High Contracting Parties. In case of absence or impediment of these agents, the demand may be presented by the consuls. This demand shall be acted on in conformity with the laws of each of the Parties. Nevertheless, if the person demanded has already been sentenced for one of the crimes hereinbefore enumerated, the requisition shall be merely accompanied by the sentence, duly certified by the competent authority of the State demanding the extradition.

ARTICLE XI

In the investigation which they may have to make, according to their own laws, the authorities of the State of which the demand is made who are qualified to decide on the demand for extradition, shall admit as entirely valid evidence all depositions or declarations of witnesses coming from the other State, or copies thereof, and warrants issued, provided these documents are signed or certified by a competent magistrate or officer of the State making the demand.

ARTICLE XII

The objects found in the possession of the fugitive and which were obtained by the perpetration of the crime with which he is charged, or which may serve to prove his crime, shall be seized at the time of his arrest and delivered together with his person to the party demanding the extradition. Nevertheless, the rights of third persons to the articles so found shall be respected.

ARTICLE XIII

The expenses of detention, procedure, and delivery, incurred in virtue of the preceding articles, shall be borne by the demanding Party. It is agreed, however, that the State making the demand shall have nothing to pay to the officers of the State to which the demand is addressed who receive fixed salaries; officers who, having no fixed salary, receive fees, shall not demand any other fees than those generally charged in ordinary criminal procedures.

ARTICLE XIV

The stipulations of the present treaty are applicable to the insular possessions of the United States. In this case the demand shall be addressed to the Governor or principal authority of the possession by the consul of Haiti.

ARTICLE XV

The present treaty shall remain in force until it is denounced; it shall cease to bind the Parties six months after one of them shall have notified its intention to terminate it.

ARTICLE XVI

The present treaty shall be approved and ratified by the competent authority of each of the High Contracting Parties, and the ratifications shall be exchanged at Washington as soon as possible.

In witness whereof, the respective Plenipotentiaries have signed the foregoing articles, and have affixed their seals.

Done in duplicate at Washington, in English and French, this ninth day of August, nineteen hundred and four.

JOHN HAY [SEAL]
J. N. LÉGER [SEAL]

ARBITRATION

Convention signed at Washington January 7, 1909

Senate advice and consent to ratification February 13, 1909

Ratified by the President of the United States March 1, 1909

Ratified by Haiti March 22, 1909

Ratifications exchanged at Washington November 15, 1909

Entered into force November 15, 1909

Proclaimed by the President of the United States November 16, 1909

36 Stat. 2193; Treaty Series 535

The Government of the United States of America, signatory of the two conventions for the Pacific Settlement of International Disputes, concluded at The Hague, respectively, on July 29, 1899,¹ and October 18, 1907,² and the Government of the Republic of Haiti, adherent to the said convention of July 29, 1899, and signatory of the said convention of October 18, 1907;

Taking into consideration that by Article XIX of the convention of July 29, 1899, and by Article XL of the convention of October 18, 1907, the High Contracting Parties have reserved to themselves the right of concluding Agreements, with a view to referring to arbitration all questions which they shall consider possible to submit to such treatment;

Have authorized the Undersigned to conclude the following Convention:

ARTICLE I

Differences which may arise of a legal nature or relating to the interpretation of treaties existing between the two Contracting Parties, and which it may not have been possible to settle by diplomacy, shall, if not submitted to some other arbitral jurisdiction, be referred to the Permanent Court of Arbitration established at The Hague by the convention of July 29, 1899, for the pacific settlement of international disputes, and maintained by The Hague Convention of the 18th October, 1907; provided, nevertheless, that they do not affect the vital interests, the independence, or the honor of the two Contracting States, and do not concern the interests of third Parties.

¹ TS 392, *ante*, vol. 1, p. 230.

² TS 536, *ante*, vol. 1, p. 577.

ARTICLE II

In each individual case the High Contracting Parties, before appealing to the Permanent Court of Arbitration, shall conclude a special Agreement, defining clearly the matter in dispute, the scope of the powers of the arbitrators, and the periods to be fixed for the formation of the Arbitral Tribunal and the several stages of the procedure. It is understood that on the part of the United States such special agreements will be made by the President of the United States, by and with the advice and consent of the Senate thereof, and on the part of Haiti shall be subject to the procedure required by the Constitution and laws thereof.

ARTICLE III

The present Convention is concluded for a period of five years and shall remain in force thereafter until one year's notice of termination shall be given by either party.

ARTICLE IV

The present Convention shall be ratified by the President of the United States of America, by and with the advice and consent of the Senate thereof; and by the President of Haiti in accordance with the Constitution and laws thereof. The ratifications shall be exchanged at Washington as soon as possible, and the Convention shall take effect on the date of the exchange of its ratifications.

Done in duplicate in the English and French languages at Washington, this 7th day of January, in the year one thousand nine hundred and nine.

ELIHU ROOT [SEAL]
J. N. LÉGER [SEAL]

ADMINISTRATION OF HAITI: FINANCES AND ECONOMIC DEVELOPMENT

Treaty signed at Port-au-Prince September 16, 1915

Ratified by Haiti

Senate advice and consent to ratification February 28, 1916

Ratified by the President of the United States March 20, 1916

Ratifications exchanged at Washington May 3, 1916

*Entered into force provisionally November 29, 1915;¹ definitively
May 3, 1916*

Proclaimed by the President of the United States May 3, 1916

*Supplemented by modus vivendi of November 29, 1915,² and agree-
ments of June 27, 1916,³ and August 24, 1916⁴*

Extended by additional act of March 28, 1917⁵

*Protocol pursuant to article XII signed October 3, 1919,⁶ and modified
by agreement of June 1 and 3, 1922⁷*

Expired May 3, 1936

39 Stat. 1654; Treaty Series 623

TREATY BETWEEN THE UNITED STATES AND THE REPUBLIC OF HAITI

PREAMBLE

The United States and the Republic of Haiti desiring to confirm and strengthen the amity existing between them by the most cordial coöperation in measures for their common advantage;

And the Republic of Haiti desiring to remedy the present condition of its revenues and finances, to maintain the tranquillity of the Republic, to carry out plans for the economic development and prosperity of the Republic and its people;

And the United States being in full sympathy with all of these aims and objects and desiring to contribute in all proper ways to their accomplishment;

¹ See modus vivendi signed Nov. 29, 1915, *post*, p. 665.

² *Post*, p. 665.

³ *Post*, pp. 666 and 668.

⁴ *Post*, pp. 670 and 674.

⁵ TS 623-A, *post*, p. 675.

⁶ TS 643, *post*, p. 678.

⁷ *Post*, p. 686.

The United States and the Republic of Haiti have resolved to conclude a Convention with these objects in view, and have appointed for that purpose, Plenipotentiaries,

The President of the United States, Robert Beale Davis, Junior, Chargé d'Affaires of the United States;

And the President of the Republic of Haiti, Louis Borno, Secretary of State for Foreign Affairs and Public Instruction, who, having exhibited to each other their respective powers, which are seen to be full in good and true form, have agreed as follows:

ARTICLE I

The Government of the United States will, by its good offices, aid the Haitian Government in the proper and efficient development of its agricultural, mineral and commercial resources and in the establishment of the finances of Haiti on a firm and solid basis.

ARTICLE II^{*}

The President of Haiti shall appoint, upon nomination by the President of the United States, a General Receiver and such aids and employees as may be necessary, who shall collect, receive and apply all customs duties on imports and exports accruing at the several custom houses and ports of entry of the Republic of Haiti.

The President of Haiti shall appoint, upon nomination by the President of the United States, a Financial Adviser, who shall be an officer attached to the Ministry of Finance, to give effect to whose proposals and labors the Minister will lend efficient aid. The Financial Adviser shall devise an adequate system of public accounting, aid in increasing the revenues and adjusting them to the expenses, inquire into the validity of the debts of the Republic, enlighten both Governments with reference to all eventual debts, recommend improved methods of collecting and applying the revenues, and make such other recommendations to the Minister of Finance as may be deemed necessary for the welfare and prosperity of Haiti.

ARTICLE III

The Government of the Republic of Haiti will provide by law or appropriate decrees for the payment of all customs duties to the General Receiver, and will extend to the Receivership, and to the Financial Adviser, all needful aid and full protection in the execution of the powers conferred and duties imposed herein; and the United States on its part will extend like aid and protection.

* See also agreement of June 27, 1916, *post*, p. 666.

ARTICLE IV

Upon the appointment of the Financial Adviser, the Government of the Republic of Haiti, in coöperation with the Financial Adviser, shall collate, classify, arrange and make full statement of all the debts of the Republic, the amounts, character, maturity and condition thereof, and the interest accruing and the sinking fund requisite to their final discharge.

ARTICLE V⁸

All sums collected and received by the General Receiver shall be applied, first, to the payment of the salaries and allowances of the General Receiver, his assistants and employees and expenses of the Receivership, including the salary and expenses of the Financial Adviser, which salaries will be determined by previous agreement; second, to the interest and sinking fund of the public debt of the Republic of Haiti; and, third, to the maintenance of the constabulary referred to in Article X, and then the remainder to the Haitian Government for purposes of current expenses.

In making these applications the General Receiver will proceed to pay salaries and allowances monthly and expenses as they arise, and on the first of each calendar month, will set aside in a separate fund the quantum of the collection and receipts of the previous month.

ARTICLE VI

The expenses of the Receivership, including salaries and allowances of the General Receiver, his assistants and employees, and the salary and expenses of the Financial Adviser, shall not exceed five per centum of the collections and receipts from customs duties, unless by agreement by the two Governments.

ARTICLE VII

The General Receiver shall make monthly reports of all collections, receipts and disbursements to the appropriate officer of the Republic of Haiti and to the Department of State of the United States, which reports shall be open to inspection and verification at all times by the appropriate authorities of each of the said Governments.

ARTICLE VIII

The Republic of Haiti shall not increase its public debt except by previous agreement with the President of the United States, and shall not contract any debt or assume any financial obligation unless the ordinary revenues of the Republic available for that purpose, after defraying the expenses of the Government, shall be adequate to pay the interest and provide a sinking fund for the final discharge of such debt.

ARTICLE IX

The Republic of Haiti will not without a previous agreement with the President of the United States, modify the customs duties in a manner to reduce the revenues therefrom; and in order that the revenues of the Republic may be adequate to meet the public debt and the expenses of the Government, to preserve tranquillity and to promote material prosperity, the Republic of Haiti will coöperate with the Financial Adviser in his recommendations for improvement in the methods of collecting and disbursing the revenues and for new sources of needed income.

ARTICLE X *

The Haitian Government obligates itself, for the preservation of domestic peace, the security of individual rights and full observance of the provisions of this treaty, to create without delay an efficient constabulary, urban and rural, composed of native Haitians. This constabulary shall be organized and officered by Americans, appointed by the President of Haiti, upon nomination by the President of the United States. The Haitian Government shall clothe these officers with the proper and necessary authority and uphold them in the performance of their functions. These officers will be replaced by Haitians as they, by examination, conducted under direction of a board to be selected by the senior American officer of this constabulary and in the presence of a representative of the Haitian Government, are found to be qualified to assume such duties. The constabulary herein provided for, shall, under the direction of the Haitian Government, have supervision and control of arms and ammunition, military supplies, and traffic therein, throughout the country. The high contracting parties agree that the stipulations in this Article are necessary to prevent factional strife and disturbances.

ARTICLE XI

The Government of Haiti agrees not to surrender any of the territory of the Republic of Haiti by sale, lease, or otherwise, or jurisdiction over such territory, to any foreign government or power, nor to enter into any treaty or contract with any foreign power or powers that will impair or tend to impair the independence of Haiti.

ARTICLE XII

The Haitian Government agrees to execute with the United States a protocol¹⁰ for the settlement, by arbitration or otherwise, of all pending pecuniary claims of foreign corporations, companies, citizens or subjects against Haiti.

* See also agreements of Aug. 24, 1916, and June 24, 1934, *post*, pp. 670 and 712.

¹⁰ For a protocol pursuant to art. XII, signed at Port-au-Prince Oct. 3, 1919, see TS 643, *post*, p. 678.

ARTICLE XIII¹¹

The Republic of Haiti, being desirous to further the development of its natural resources, agrees to undertake and execute such measures as in the opinion of the high contracting parties may be necessary for the sanitation and public improvement of the Republic, under the supervision and direction of an engineer or engineers, to be appointed by the President of Haiti upon nomination by the President of the United States, and authorized for that purpose by the Government of Haiti.

ARTICLE XIV

The high contracting parties shall have authority to take such steps as may be necessary to insure the complete attainment of any of the objects comprehended in this treaty; and, should the necessity occur, the United States will lend an efficient aid for the preservation of Haitian Independence and the maintenance of a government adequate for the protection of life, property and individual liberty.

ARTICLE XV

The present treaty shall be approved and ratified by the high contracting parties in conformity with their respective laws, and the ratifications thereof shall be exchanged in the City of Washington as soon as may be possible.

ARTICLE XVI¹²

The present treaty shall remain in full force and virtue for the term of ten years, to be counted from the day of exchange of ratifications, and further for another term of ten years if, for specific reasons presented by either of the high contracting parties, the purpose of this treaty has not been fully accomplished.

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

Done at Port-au-Prince, Haiti, the 16th day of September in the year of our Lord one thousand nine hundred and fifteen.

ROBERT BEALE DAVIS, JR. [SEAL]
Charge d'Affaires of the United States

LOUIS BORNO [SEAL]
Secretary of State for Foreign Affairs and Public Instruction

¹¹ See also agreements of June 27 and Aug. 24, 1916, and Aug. 5, 1931, *post*, pp. 668, 674, and 699.

¹² See also additional act of Mar. 28, 1917 (TS 623-A), *post*, p. 675.

ADMINISTRATION OF HAITI

Modus vivendi signed at Port-au-Prince November 29, 1915, supplementing treaty of September 16, 1915

Entered into force November 29, 1915

Expired May 3, 1916¹

Department of State files

MODUS VIVENDI

Considering that pending the exchange of ratifications of the Treaty of September 16, 1915,² it is essential that a provisional arrangement be entered into between the two Governments with a view to guarantee the working of the administrative services, the repression of disorder and the maintenance of public peace;

The following MODUS VIVENDI has been agreed upon between the Government of the United States of America and the Haitian Government, represented respectively by Arthur Baily-Blanchard, Envoy Extraordinary and Minister Plenipotentiary, and Louis Borno, Secretary of State for Foreign Affairs.

The Treaty signed September 16, 1915, between the United States and the Republic of Haiti, and ratified by the Haitian Chamber of Deputies on October 6, 1915, and by the Haitian Senate on November 11, 1915, shall go provisionally into full force and effect from this date and shall be operated thereunder until the Senate of the United States has acted upon the Treaty, under reserve of the details of the operation of the Treaty to be arranged at Washington between the Department of State and the Haitian Commission appointed for that purpose.

Signed and sealed in duplicate, in the English and French languages, at Port-au-Prince, Haiti, the twenty-ninth day of November, 1915, by the aforesaid Representatives on behalf of their respective Governments.

A. BAILY-BLANCHARD [SEAL]
LOUIS BORNO [SEAL]

¹ Upon entry into force of treaty of Sept. 16, 1915 (TS 623, *ante*, p. 660).

² TS 623, *ante*, p. 660.

ADMINISTRATION OF HAITI: APPOINTMENT AND COMPENSATION OF CERTAIN OFFICIALS

*Agreement signed at Washington June 27, 1916, pursuant to articles II
and V of treaty of September 16, 1915*

Entered into force June 27, 1916

Treaty expired May 3, 1936

Department of State files

The undersigned, duly authorized thereto by their respective Governments, have this day agreed that the following officials, to be nominated and appointed as stipulated in Article II of the treaty between the United States of America and the Republic of Haiti, signed at Port au Prince on September 16, 1915,¹ shall, pursuant to the provisions of Article V, of said treaty, receive annually compensation as follows:

Financial Adviser:

\$6,000.00 United States Currency, per annum, for salary, and
\$4,000.00 United States Currency, per annum, for personal expenses.

General Receiver of Customs:

\$5,500.00 United States Currency, per annum, for salary, and
\$3,500.00 United States Currency, per annum, for personal expenses.

Deputy General Receiver of Customs:

\$4,800.00 United States Currency, per annum, for salary, and
\$1,200.00 United States Currency, per annum, for personal expenses.

It is also agreed that pending further arrangement between the High Contracting Parties, the President of Haiti shall appoint, upon nomination by the President of the United States and at salaries fixed on the recommendation of the latter, such additional aids and employees as may be necessary to assist the General Receiver of Customs properly to collect, receive, and apply all customs duties on imports and exports accruing at the several customs houses and ports of entry of the Republic of Haiti.

Provided, that the total salaries and expenses of all the officials and employees herein mentioned shall not exceed 5 per centum of the collections and receipts from the customs duties, unless by subsequent agreement between the two Governments.

¹ TS 623, *ante*, p. 660.

IN WITNESS WHEREOF, the undersigned have hereunto signed their names and affixed their seals.

Done at Washington, in duplicate, this 27th day of June, nineteen hundred and sixteen.

ROBERT LANSING [SEAL]
[Haitian signatures illegible] [SEALS]

ADMINISTRATION OF HAITI: GENDARMERIE

*Agreement signed at Washington August 24, 1916, pursuant to article X
of treaty of September 16, 1915*

Entered into force August 24, 1916

Modified by protocol of December 22, 1916¹

*Amended by agreements of March 23, 1920;² February 28, 1925;³ and
October 27, 1933⁴*

Terminated August 1, 1934, by agreement of July 24, 1934⁵

Department of State files

The undersigned, duly authorized thereto by their respective Governments,
have this day agreed:

I. That the Constabulary contemplated by Article X of the Treaty between the United States of America and the Republic of Haiti, signed at Port au Prince on September 16, 1915,⁶ shall be known as the Haitian Gendarmerie; that its strength and amounts to be expended for pay, rations, and expenses of operation, et cetera, shall be as set forth in the following table:

Personnel	Per Month	Per Annum
1 Commandant	\$250.00	\$3,000.00
1 Assistant Commandant	200.00	2,400.00
4 Directors	200.00	9,600.00
9 Inspectors	150.00	16,200.00
1 Quartermaster, Paymaster, Director	200.00	2,400.00
2 Assistant Quartermaster, Paymasters, Inspectors	150.00	3,600.00
1 Surgeon, Director	200.00	2,400.00
2 Surgeons, Inspector	150.00	3,600.00
18 Captains	150.00	32,400.00
21 First Lieutenants	100.00	25,200.00
3 First Lieutenants (Hospital Corps)	100.00	3,600.00
39 Second Lieutenants	60.00	28,080.00
8 Second Lieutenants (Machine Gun)	50.00	4,800.00
6 Second Lieutenants (Hospital Corps)	60.00	4,320.00
19 First Sergeants	25.00	5,700.00
112 Sergeants	20.00	26,880.00
262 Corporals	15.00	47,160.00
40 Field Musicians	10.00	4,800.00
2100 Privates	10.00	252,000.00
Pay personnel		\$478,140.00

¹ Not printed.

² Post, p. 683.

³ Post, p. 693.

⁴ Post, p. 710.

⁵ EAS 68, post, p. 712.

⁶ TS 623, ante, p. 660.

Rations

2,533 enlisted men at 10 cents per diem.	92, 455. 00
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Personnel-Clerical force

	<i>Per Month</i>	<i>Per Annum</i>
1 Secretary	\$100	\$1, 200
1 clerk to Commandant	45	540
1 clerk to Assistant Commandant	45	540
2 clerks.	50	1, 200
11 clerks.	45	5, 940
		<u>9, 420. 00</u>

Forage and remounts	\$40, 000
Uniforms	66, 000
Ammunition and target practice.	15, 000
Hospital, medicine, etc.	10, 000
Transportation, maps, office, supplies, intelligence service, etc	35, 000
Miscellaneous, rent and repair of barracks, tools, kitchen utensils, lights, etc.	20, 000
	<u>186, 000. 00</u>

Total land forces	\$766, 015. 00
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*Coast Guard**Annual Cost of Maintenance*

2 Inspectors at	\$1, 800	\$3, 600
4 First Lieutenants.	1, 200	4, 800
4 Engineers	276	1, 104
4 Quartermasters	216	864
30 Seamen.	156	4, 680
		<u>\$15, 048</u>
Fuel		20, 000
		<u>\$35, 048</u>

II. A coast guard service shall be established, operated and maintained as a constituent part of the Gendarmerie, under the direction and control of the Commandant of the Gendarmerie, and in addition to the annual expenses heretofore set forth, the sum of \$75,000.00 shall be allotted for the purchase of the necessary coast guard vessels for this service. These vessels may be used for the transportation of troops, Government employees, and the supplies of all departments, at the discretion of the Commandant of the Gendarmerie, subject to the direction of the President of Haiti.

III. All American officers of the Gendarmerie shall be appointed by the President of Haiti upon nomination by the President of the United States, and will be replaced by Haitians when they have shown by examination as provided in Article X of the Treaty, that they are fit for command.

IV. The Gendarmerie shall be considered the sole military and police force of the Republic of Haiti, clothed with full power to preserve domestic peace, the security of individual rights, and the full observance of the provisions of the Treaty. It shall have supervision and control of arms and ammunition, military supplies and traffic therein throughout the Republic. It shall be subject only to the direction of the President of Haiti; all other officials desir-

ing the services of the Gendarmerie, shall be required to submit requests through the nearest official of that organization.

The private guard referred to in Article 175 of the Constitution of Haiti shall be composed of one hundred men of the Gendarmerie, chosen by the President of Haiti, which men shall wear distinctive insignia while employed on that service.

V. All matters of recruiting, appointment, instruction or training, promotion, examination, discipline, operation, movement of troops, clothing, rations, arms and equipment, quarters and administration, shall be under the jurisdiction of the Commandant of the Gendarmerie.

VI. The Gendarmerie shall be organized and officered as provided for in Article X of the Treaty. The clerical force of the Gendarmerie shall be Haitian citizens.

VII. Rules and regulations for the administration and discipline of the Gendarmerie shall be issued by the Commandant, after being approved by the President of Haiti. Infraction of these rules and regulations by members of the Gendarmerie may be punished by arrest, imprisonment, suspension from duty without pay, forfeiture of pay, or dismissal under regulations promulgated by the Commandant of the Gendarmerie and approved by the President of Haiti.

VIII. Other offenses committed by gendarmes will be investigated by the Gendarmerie officers as directed by the Commandant of the Gendarmerie. If the behaviour of a gendarme is unjustified, he may at the discretion of the Commandant of the Gendarmerie be discharged from the Gendarmerie, and after his guilt is established, be punished in the same manner as other Haitian citizens, or, if not discharged, he will be punished as provided for in Articles VII and IX of this agreement. Officers and enlisted men of the United States Navy and Marine Corps, serving with the Gendarmerie will continue to be subject to the laws of the United States for the Government of the Navy.

IX. A Tribunal, consisting of five officers of the Gendarmerie, is authorized for the trial of gendarmes charged with conspiracy against the Government of Haiti. This Tribunal will be ordered by the Commandant of the Gendarmerie and in case of conviction is authorized to inflict the punishment of death or such other punishment as the Tribunal may adjudge and deem proper, in accordance with the laws of Haiti. All sentences of this Tribunal after being reviewed and approved by the Commandant of the Gendarmerie, must be confirmed by the President of Haiti before being carried into execution.

X. Persons violating the laws governing traffic in arms, ammunition, and military stores, shall be punished by a fine not exceeding \$1,000, United States Currency, or imprisonment not exceeding five years, or both.

XI. The Haitian Gendarmerie shall be under the control of the President of Haiti, and all orders from him pertaining to the Gendarmerie shall be delivered to the Commandant through the Minister of the Interior. All

other civil officials desiring protection or the services of the Gendarmerie will make application to the senior officer of the Gendarmerie in the locality.

XII. The sum of \$801,063 United States Currency, shall be appropriated annually for pay and allowances, equipment, uniforms, transportation, administration, and other current expenses of the Haitian Gendarmerie. Allotments for the various needs of the Gendarmerie shall be made from this sum by the Commandant, but the total of such allotments in any month shall not exceed one-twelfth of the total annual appropriation, provided, however, that the surplus from one month may be allotted in subsequent months.

XIII. Reports of expenditures shall be made by the Commandant as directed by the President of Haiti.

XIV. The laws necessary to make effective the above provisions shall be submitted to the legislative body of Haiti.

IN WITNESS WHEREOF, the undersigned have hereunto signed their names and affixed their seals in duplicate.

Done at Washington, D.C., this 24th day of August nineteen hundred and sixteen.

ROBERT LANSING

[*Haitian signature illegible*]

[SEAL]

[SEAL]

ADMINISTRATION OF HAITI: TELEGRAPH AND TELEPHONE

*Agreement signed at Washington August 24, 1916, pursuant to article
XIII of treaty of September 16, 1915*

Entered into force August 24, 1916

Terminated September 30, 1931, by agreement of August 5, 1931¹

Department of State files

The undersigned, duly authorized thereto by their respective Governments,
have this day agreed:

I. That the operation, management and maintenance of the telegraphs
and telephones in the Republic of Haiti shall be under the control and direc-
tion of the Engineer or Engineers to be appointed by the President of Haiti
upon nomination by the President of the United States and authorised for
that purpose by the Government of Haiti in accordance with Article XIII
of the Treaty of September 16, 1915.²

II. That in order that officers of the Gendarmerie shall be better able to
fulfill their duties under the Treaty, the unrestricted service of the telegraphs
and telephones is hereby assured to them, and in order to provide for the
prompt transmission of messages of the Gendarmerie the officers thereof
will afford all necessary protection to the lines.

IN WITNESS WHEREOF, the undersigned have hereunto signed their names
and affixed their seals in duplicate.

Done at Washington, D.C., this 24th day of August, nineteen hundred and
sixteen.

ROBERT LANSING

[SEAL]

[Haitian signature illegible]

[SEAL]

¹ EAS 22, *post*, p. 699.

² TS 623, *ante*, p. 660.

ADMINISTRATION OF HAITI: DURATION OF TREATY

*Additional act signed at Port-au-Prince March 28, 1917, extending
treaty of September 16, 1915*

Entered into force March 28, 1917

Treaty expired May 3, 1936

Treaty Series 623-A

The Republic of Haiti having recognized as urgent the necessity of a loan for a term of more than ten years destined for the amelioration of its financial and economic situation, considering from now this necessity as a specific reason susceptible of giving to the Convention of September 16, 1915,¹ a duration of twenty years and desiring in consequence to exercise the right which it holds from Article XVI of this Convention;

And the United States of America, conforming itself to Article first of the said Convention and assuring its good offices for the full accomplishment of its aims and objects,

Have decided to conclude an additional act to this Convention, with a view to facilitating a prompt realization of the loan and to offer to the capitalists the serious guarantee which they claim of an uninterrupted stability indispensable to the development of the wealth of the Republic of Haiti;

And have been appointed as Plenipotentiaries,

By the President of the United States of America,
Mr. Arthur Bailly-Blanchard, Envoy Extraordinary and Minister Plenipotentiary of the United States of America,

By the President of the Republic of Haiti,
Mr. Louis Borno, Secretary of State of Foreign Affairs and Public Worship,

Who having exhibited to each other their respective full powers found to be in good and true form, have agreed as follows:

ARTICLE 1. The two High Contracting Parties declare to admit the urgent necessity for a loan for a period of more than ten years for the benefit of the Republic of Haiti as one of the specific reasons indicated in Article XVI of

¹ TS 623, *ante*, p. 660.

the Convention of September 16, 1915, and agree to fix at twenty years the life of the said Convention.

ARTICLE 2. The present act shall be approved by the High Contracting Parties in conformity with their respective established procedures and the approvals thereof shall be exchanged in the city of Port-au-Prince as soon as may be possible.

Signed and sealed in duplicate in the English and French languages, at Port-au-Prince, Haiti, the 28th day of March, 1917.

A. BAILLY-BLANCHARD [SEAL]
LOUIS BORNO [SEAL]

ADMINISTRATION OF HAITI: SUBMISSION OF PROPOSED LAWS

Statement at Port-au-Prince August 24, 1918

Entered into force August 24, 1918

Terminated by agreement of August 5, 1931¹

Department of State files

Statement by Haitian Secretary of State for Foreign Affairs

[TRANSLATION]

REPUBLIC OF HAITI

DEPARTMENT OF STATE
FOR FOREIGN RELATIONS

POR-T-AU-PRINCE
August 24, 1918

The two Governments of the United States of America and Haiti having concluded, in 1915,² a convention wherein the two Governments agreed to cooperate in the remedying of the Haitian Finances, in the maintenance of the tranquility of Haiti, and in the carrying out of a program for the economic development and prosperity of that Republic, the Secretary of State for Foreign Affairs has the honor to advise the Minister of the United States that in conformity with the understanding had between them any project of law bearing upon any of the objects of the Treaty, prior to being submitted to the Legislative Body, of Haiti, shall be communicated to the Representative of the United States for the information of his Government and if necessary for discussion between the two Governments.

TO THE LEGATION OF THE
UNITED STATES OF AMERICA
PORT-AU-PRINCE.

¹ EAS 22, *post*, p. 699.

² TS 623, *ante*, p. 660.

CLAIMS COMMISSION

*Protocol signed at Port-au-Prince October 3, 1919, pursuant to article
XII of treaty of September 16, 1915
Entered into force October 3, 1919
Supplemented by agreement of June 1 and 3, 1922¹
Treaty expired May 3, 1936*

Treaty Series 643

PROTOCOL BETWEEN THE UNITED STATES OF AMERICA AND THE REPUBLIC OF HAITI

ARTICLE I

In pursuance of the objects of the Treaty concluded September 16, 1915,² between the United States of America and the Republic of Haiti to establish the finances of Haiti on a firm and solid basis, the Government of the United States and the Government of Haiti through duly authorized representatives agree upon this Protocol for the purpose of carrying out the objects of the aforesaid Treaty and of giving effect to Article 12 thereof. It is clearly understood that this Protocol does not in fact or by implication extend the provisions of the Treaty of September 16, 1915, hereinbefore mentioned.

ARTICLE II

Since the settlement by arbitration or otherwise of all pending pecuniary claims of foreign corporations, companies, citizens or subjects against Haiti, makes it necessary to assemble, analyze and adjust such claims, the Government of Haiti agrees to constitute forthwith a Claims Commission of three members, one member, to be nominated by the Secretary of State for Finance of Haiti; one member to be nominated by the Secretary of State of the United States, and the third member who shall not be a citizen either of Haiti or of

¹ Post, p. 686.

² TS 623, ante, p. 660.

the United States to be nominated by the Financial Adviser, the three members so nominated to be appointed by the Government of Haiti.

In case a vacancy occurs in the office of any member by reason of his disability or for any other cause, a new member shall be nominated and appointed in the same manner as was the former incumbent.

ARTICLE III

The Claims Commission shall have jurisdiction to examine and pass upon all pecuniary claims against Haiti. It is understood, however, that the Commission shall not have jurisdiction to consider or pass upon:

(1) The indebtedness represented by the three bond issues of 1875, 1896 and 1910, now outstanding;

(2) That to the Banque Nationale de la République d'Haïti, as of December 31, 1916, as acknowledged by the Haytian Government on the 12th of April, 1919;

(3) The sum due as interest as this sum will have been verified and admitted by the Financial Adviser, upon the bonds of the Compagnie Nationale des Chemins de Fer d'Haïti, duly authorized and bearing the guarantee of the Haytian Government, to the amount of \$3,544,548.74; and

(4) So much of the sum due to the Compagnie des Chemins de Fer de la Plaine du Cul-de-Sac on account of the interest guarantee upon its bonds as has as not hitherto been in dispute between the railroad and the Haytian Government, the Government having recognized its obligation to pay to the Compagnie des Chemins de Fer de la Plaine du Cul-de-Sac a sum equal to \$41,280 per annum, less the net profits of the railroad.

It is further understood that the claims heretofore presented to the Claims Commission appointed by the decree of November four nineteen sixteen need not be presented *de novo* to the new Claims Commission who will review the findings of the Commission appointed by the decree of November four nineteen sixteen in respect of these claims, may require the production of further evidence where they deem this necessary and shall make such final awards as seem to them just and equitable.

ARTICLE IV

The Claims Commission shall proceed, as soon as constituted, to hold meetings at Port-au-Prince, or elsewhere in the Republic of Haiti, to formulate rules of procedure for the filing and adjudication of claims.

The Claims Commission may fix the date after which claims may not be filed, but such date shall not be less than six months after the date of the first public announcement by the Commission of its readiness to receive claims. The Commission shall be bound to examine and decide upon every claim

within two years from the day of its first meeting. A majority vote of the Commissioners shall constitute a binding decision upon any claim.

ARTICLE V

The Claims Commission shall determine the proportion of each award which is to be paid in cash and the proportion to be paid in bonds of Haiti; and it shall state these amounts respectively in its certificate of award which is to be issued to each creditor in whose favor an award is made, and which is to be surrendered by him to the Secretary of State for Finance upon payment of the award.

ARTICLE VI

In order to make possible the settlement of the awards rendered by the Claims Commission and the refunding of those obligations specifically mentioned in Numbers 1, 2, 3 and 4 in Article III above, and otherwise to establish the finances of Haiti on a firm and solid basis, the Republic of Haiti agrees to issue, upon the terms and at a time to be fixed in accord with the Financial Adviser, but not later than two years after the date of the signature of this Protocol a national loan of 40,000,000 dollars gold (\$40,000,000), payable in thirty years by annual drawings at par, or by purchase below par in the open market. It is agreed that the Government of Haiti shall have the right to pay off the entire loan at any time upon reasonable previous notice after fifteen years from the date of issue.

ARTICLE VII

It is further agreed that this loan, to the issuance of which the President of the United States consents, will be used to pay or otherwise provide for the obligations specifically mentioned and numbered 1, 2, 3 and 4 in Article III hereof, and also the awards rendered by the Claims Commission provided for herein. Provision shall be made for the exchange of the bonds of this loan for the bonds of the issues of 1875, 1896 and 1910, such exchange to take place with due regard for the interest rates of the respective bonds and to be carried on between the Secretary of State for Finance of the Republic of Haiti, in accord with the Financial Adviser, and such agency as may represent the holders of said bonds. After two years from the date of the official announcement of the beginning of the conversion the bonds of this loan not used for the purpose of conversion shall be returned to the Secretary of State for Finance of Haiti at Port-au-Prince for the use of the Government. The holders of any said old bonds which shall not have been presented for exchange within this period of two years shall apply for redemption of the same directly to the Secretary of State for Finance of Haiti. Any surplus remaining after the foreign and domestic indebtedness has been paid or otherwise provided for shall be applied by the Republic of Haiti, in accord with the Finan-

cial Adviser, to the construction of necessary public works or to the service of the loan hereinabove authorized.

ARTICLE VIII

It is agreed that the payment of interest and the amortization of this loan will constitute a first charge upon all the internal revenues of Haiti, and a second charge upon the customs revenues of Haiti next in order, until the expiration of the Treaty of September 16, 1915, after payment of salaries, allowances and expenses of the General Receiver and the Financial Adviser and their assistants; and it is further agreed that the control by an officer or officers duly appointed by the President of Haiti, upon nomination by the President of the United States, of the collection and allocation of the hypothesized revenues, will be provided for during the life of the loan after the expiration of the aforesaid Treaty so as to make certain that adequate provision be made for the amortization and interest of the loan.

ARTICLE IX

Each member of the Claims Commission will receive \$8,000 gold per annum as salary, and \$2,000 gold per annum as expenses; and the Commission is authorized, after approval of the Secretary of State for Finance in accord with the Financial Adviser, to retain the services of such assistants and experts and otherwise to incur such actual and necessary expenses as may be required for the proper discharge of its duties; and it is agreed that upon proper certification by the Secretary of State for Finance, such salaries, allowances and expenses thus authorized will be paid from the General Treasury of the Republic.

ARTICLE X

The Government of Haiti agrees to empower the Commission by appropriate legislation or otherwise to compel the attendance at its sessions in Haiti of witnesses whose testimony is desired in connection with any claim pending before the Commission, and to require the production of papers which the Commission may deem necessary for it to consider. The Government of Haiti further agrees to enact such legislation as may be necessary to give effect to the provisions of this Protocol.

ARTICLE XI

This Protocol will take effect immediately upon signature by the Minister of the United States to Haiti representing the Government of the United States, and by the Secretary of State for Foreign Affairs of Haiti representing the Government of Haiti.

In witness whereof this agreement has been signed and sealed by Mr. Arthur Bailly-Blanchard, Envoy Extraordinary and Minister Plenipotentiary of the United States of America on behalf of the United States, and by Mr.

Constantin Benoit, Secretary of State for Foreign Affairs of Haiti on behalf of the Républic of Haiti.

Done in duplicate in the English and French languages at the City of Port-au-Prince on the third day of October, one thousand nine hundred and nineteen.

A. BAILLY-BLANCHARD

[SEAL]

C. BENOIT

[SEAL]

ADMINISTRATION OF HAITI: GENDARMERIE

*Agreement signed at Washington March 23, 1920, amending agreement
of August 24, 1916*

Entered into force March 23, 1920

Terminated August 1, 1934, by agreement of July 24, 1934¹

Department of State files

The undersigned, duly authorized by their respective governments, have this day agreed that Articles I and XII of the Haitian Gendarmerie Agreement, made by and between the Governments of the United States of America and of the Republic of Haiti, on the 24th of August, 1916,² shall be and they are hereby amended so as to read as follows:

ARTICLE I

That the Constabulary contemplated by Article X of the Treaty between the United States of America and the Republic of Haiti, signed at Port-au-Prince on September 16, 1915,³ shall be known as the Haitian Gendarmerie; that its strength and amounts to be expended for pay, rations, and expenses of operation, et cetera, shall be as set forth in the following table:

<i>Personnel</i>	<i>Per month</i>	<i>Per annum</i>
1 Commandant	\$250.00	\$3,000.00
1 Assistant Commandant	200.00	2,400.00
3 Directors	200.00	7,200.00
10 Inspectors	150.00	18,000.00
1 Quartermaster, Paymaster, Director	200.00	2,400.00
2 Assistant Quartermaster, paymaster, Inspectors	150.00	3,600.00
1 Surgeon, Director	200.00	2,400.00
2 Surgeons, Inspector	150.00	3,600.00
18 Captains	150.00	32,400.00
23 First Lieutenants	100.00	27,600.00
3 First Lieutenants (Hospital Corps)	100.00	3,600.00
39 Second Lieutenants	60.00	28,080.00
10 Second Lieutenants (Machine Gun)	50.00	6,000.00
6 Second Lieutenants (Hospital Corps)	60.00	4,320.00
19 First Sergeants	25.00	5,700.00
112 Sergeants	20.00	26,880.00
262 Corporals	15.00	47,160.00
40 Field Musicians	10.00	4,800.00
2100 Privates	10.00	252,000.00
Pay Personnel		\$481,140.00

¹ EAS 68, *post*, p. 712.

² *Ante*, p. 670.

³ TS 623, *ante*, p. 660.

<i>Rations</i>		
2533 enlisted men at 15 cents per diem		\$138,667.50
<i>Personnel—Clerical Force</i>	<i>Per annum</i>	9,420.00
Forage and remounts	\$40,000.00	
Uniforms	109,175.00	
Ammunition and target practice	15,000.00	
Hospital, medicine, et cetera	15,000.00	
Transportation, maps, office supplies, intelligence service, et cetera	35,000.00	
Miscellaneous, rent and repair of barracks, tools, kitchen utensils, lights, et cetera	20,000.00	234,175.00
Total land forces		\$863,402.50
<i>Coast Guard</i>		
<i>Annual Cost of Maintenance</i>		
1 Inspector	\$150.00	\$1,800.00
3 First Lieutenants	100.00	3,600.00
4 Engineers	20.00	960.00
4 Quartermasters	15.00	720.00
30 Seamen	10.00	3,600.00
Rations for 38 men		2,774.00
Maintenance and Operation		18,594.00
Total		\$32,048.00

It is further provided that if the condition of the Haitian Government's finances shall warrant the expenditure of funds for such purpose, an additional number of men, not exceeding 467, may be enlisted in the Gendarmerie for a period of one year, upon the recommendation of the Commandant as to the necessity and advisability of such enlistment, and upon the consent in writing of the Financial Adviser, and that said periods for such enlistment may thereafter be extended in further periods of six months each upon like recommendation by the Commandant and like consent of the Financial Adviser. Pay, and clothing and subsistence allowances for such enlisted men for the period or periods of their enlistment are hereby authorized at the rates before specified.

ARTICLE XII

The sum of \$895,450.50 United States Currency, shall be appropriated annually for pay and allowances, equipment, uniforms, transportation, administration, and other current expenses of the Haitian Gendarmerie and Coast Guard, to be divided among the several items as specified in Article I of this Agreement, and in no other proportion, except that in case of urgent necessity a portion of the sum provided for one or more items may be diverted in the service of another item with the consent in writing of the Financial Adviser.

In case of the enlistment of the additional number of men referred to in Article I of this Agreement, a further sum shall be appropriated for their pay and clothing and subsistence allowances as provided in Article I of this Agreement.

The total expenditure from the amount appropriated in this Article, as authorized by the Commandant, shall not exceed in any one month for any item one-twelfth of the total annual appropriation therefor, provided, however, that the surplus from one month may be allotted in subsequent months.

In witness whereof the undersigned have hereunto signed their names and affixed their seals.

Done in duplicate at Washington, this twenty-third day of March 1920.

FRANK L. POLK [SEAL]
[Haitian signature illegible] [SEAL]

CLAIMS COMMISSION

Exchange of notes at Port-au-Prince June 1 and 3, 1922, supplementing protocol of October 3, 1919, pursuant to article XII of treaty of September 16, 1915

*Entered into force June 3, 1922
Treaty expired May 3, 1936*

Department of State files

The American High Commissioner to the Minister of Foreign Affairs

PORT AU PRINCE
June 1, 1922

MR. MINISTER:

Referring to the Haitian Government's Memorandum under date of December 30, 1921, and to its note of January 31, 1922, my Government has noted that the Haitian Government believes that in point of law the Protocol of October 3, 1919,¹ has lapsed, but that the difficulty regarding the time limit mentioned in the Protocol may be overcome by a clause inserted in the loan law, and its further suggestion, in paragraph 9 of the Memorandum of December 30, 1921, that provisions should be inserted in the loan law regarding the conversion of the bonds of the two remaining French loans.

I am instructed to inform Your Excellency that my Government while still regarding the Protocol as being valid, and in full force and effect, is nevertheless willing that the difficulties which have arisen should be overcome by a supplementary understanding between the two Governments. It feels, however, that the loan law should only embody the provisions necessary to confirm the authority of the Haitian Executive Power to contract the loan; and that the other questions affecting the validity of the Protocol, the method of issuing the proposed loan, and the disposition of the proceeds thereof, should be settled by an exchange of notes between the two Governments.

To put into effect, therefore, the proposal of my Government that these matters be dealt with by an exchange of notes, I am instructed to inform the Government of Your Excellency, in this manner, that inasmuch as under the provisions of the Protocol of October 3, 1919, between the United States and Haiti, and to carry out the purposes for which the Protocol was made, the

¹ TS 643, *ante*, p. 678.

Republic of Haiti agreed to issue not later than two years after the date of the signature of the Protocol a national loan of forty million (\$40,000,000) gold, payable in thirty years, and inasmuch as the Republic of Haiti has not as yet issued any part of said loan, although said period of two years has expired, the Government of the United States will agree to an extension of the period provided in the Protocol for the flotation of the loan, provided that the agreement assumed in the Protocol shall be carried out within a reasonable time.

I am further instructed to state that the Government of the United States will consider that the provisions of the Protocol are fulfilled if the bonds of the loan shall be issued in series, the amount of each series, the terms on which it is to be sold, the rate of interest, the terms of the sinking fund applicable thereto and the provisions as to when and how said bonds shall be redeemed all to be fixed by the Haitian Government in accord with the Financial Adviser.

I am further instructed to state that it is the understanding of the Government of the United States that the proceeds of said bonds, as well as the bonds themselves, may be used for payment of obligations mentioned in Articles III and VII in said Protocol, and that the reservation of bonds for the two year period for conversion, referred to in said Article VII, is applicable only to such of the bonds as are allocated to the purpose of conversion and does not preclude the immediate use of bonds or the proceeds of bonds not so allocated for other purposes referred to in said Protocol.

Finally, I am instructed to say that my Government considers that the internal funded debts of Haiti, as represented in the bond issues of 1912, 1913 and 1914, A, B, and C, do not come within the provisions of the Protocol as 'pecuniary claims', but are liquidated debts, and that it would, therefore, be proper for the Haitian Government to redeem these bond issues, or to maintain their service without submission to the Claims Commission.

As soon as the Government of Your Excellency will indicate to my Government that it is prepared to proceed with the obligations assumed by it under the Protocol, and especially to fulfill its obligations as to a bond issue, in pursuance of the waiver by my Government, contained in this note, of the time limit mentioned in the Protocol, which expired on October 3, 1921, for the issuance of the stipulated bonds by the Haitian Government, my Government would be gratified to receive a reply to my note stating that the Government of Haiti has noted that the Government of the United States, provided the loan is issued within a reasonable time, waives the stipulation of the Protocol establishing a period of two years within which the Republic of Haiti should have performed the agreement made in Article VI of the Protocol of October 3, 1919, to issue the national loan of forty million dollars (\$40,000,000); that the Government of Haiti takes this occasion to confirm its agreement to issue a loan of that amount and to state that it is in accord with the suggestions of the Government of the United States made in the note

under reply, namely, that the bonds of the loan shall be issued in series, the amount of each series, the terms on which it is to be sold, the rate of interest, the terms of the sinking fund applicable thereto and the provisions as to when and how said bonds shall be redeemed all to be fixed by the Haitian Government in accord with the Financial Adviser; and that the Government of Haiti further states that the understanding of the Government of the United States as to the use of the bonds or the proceeds thereof is also in accordance with the understanding of the Government of Haiti.

I am instructed further to state that it would appear that the Secretary of State for Finance of Haiti should now nominate a member of the Claims Commission, to be followed by nominations of two other members of the Commission, one each by the Secretary of State of the United States and the Financial Adviser of Haiti, and the three members so nominated to be appointed by the Government of Haiti, as agreed upon in the Protocol. In this relation, my Government desires to be informed as to the applicable laws of Haiti upon the question of whether it is necessary for the Haitian Legislature to enact legislation providing for the constitution of the Commission, the payment of salaries to its members, and other pertinent matters, or whether such matters could be dealt with by the Executive alone.

With regard to the outline contained in the Memorandum of December 30, 1921, of the suggested law authorizing the loan, I am instructed by my Government to state that it is unable to agree to this outline, insofar as it departs from the provisions already agreed upon between the two Governments, as embodied in the Protocol. My Government considers that, by virtue of the last sentence of Article X of the Protocol, the Republic of Haiti has obligated itself to enact a law strictly following the provisions of the Protocol. I am instructed to say, however, that my Government avails itself with much pleasure of the suggestion contained in the Haitian Government's note of January 31, 1922, to make known the provisions that it considers it would be proper to carry in the law authorizing the loan. I therefore have the honor to submit the following draft of a loan law to take the place of the outlines of a law suggested in the Haitian memorandum of December 30th, last:—

"WHEREAS, in order to carry out the purposes of the Treaty between the United States and Haiti of September 16, 1915,² as extended by the Additional Act between the United States and Haiti of March 28, 1917,³ a Protocol was concluded between the two Governments on October 3, 1919, and

WHEREAS, certain modifications in this Protocol were agreed to in an exchange of notes between the two Governments, dated _____ and

² TS 623, *ante*, p. 660.

³ TS 623-A, *ante*, p. 675.

WHEREAS, it is now necessary to authorize the Executive Power to contract the loan provided for in the Protocol as thus modified, be it enacted as follows:

1. The provisions of said Protocol, modified as above, are adopted as laws of the Republic.
2. The Executive Power is hereby authorized to contract a loan to the amount of forty million dollars (\$40,000,000), payable in or within thirty years from the dates of issue.
3. Said loan may be issued in series, on such terms, in such amounts, at such rates of interest, and with such provisions for sinking funds and for redemption of bonds as may be agreed upon by the Minister of Finance (or such other officer as should properly be named), in accord with the Financial Adviser.
4. Until such loan is paid in full the payment of interest thereon and the amortization thereof shall constitute a first charge on all the internal revenue of the Republic, and a second charge on the customs revenue of the Republic next in order until the expiration of the Treaty of September 16, 1915, after payment of salaries, allowances and expenses of the General Receiver and Financial Adviser and their assistances appointed in accordance with said Treaty.
5. The control of the collection and allocation of such hypothesized revenue, after the expiration of said Treaty and until said loan is paid in full, shall continue to be vested in an officer or officers appointed by the President of Haiti on nomination by the President of the United States, as provided in the Protocol above referred to."

With regard to the suggestion contained in the Haitian Government's note of January 31, 1922, which I had the honor to transmit by telegraph to my Government, to the effect that in its note of December 30th, last, the Haitian Government demonstrated that without new taxes the loan offer submitted by Messrs. Lee, Higginson and Company, if accepted, would cause the Haitian Government to be confronted by an annual deficit of \$1,000,000, I am instructed by my Government to state that it continues, as at all times in the past, willing to assist the Haitian Government in the matter of drafting laws imposing new taxes and in the matter of improving the collection of taxes under existing laws.

With reference to the request made by the Haitian Government in its note of January 31, 1922, that this Government lend its good offices to the Haitian Government to obtain certain improvements in the conditions of the loan, I am instructed by my Government to inform Your Excellency that as soon as its request, repeatedly made in the course of the present negotiations, to transmit to the Financial Adviser of Haiti, temporarily in Washington, the necessary full powers from the Haitian Government has been complied with,

the Department will be very glad, as heretofore, to continue to give its assistance and counsel to the Financial Adviser in the formal negotiations he would then be enabled to undertake in behalf of Your Excellency's Government, and Your Excellency may rest assured that the Financial Adviser, with the full cooperation of the Department of State, will endeavor to obtain whatever improvements in terms may be possible from the bankers for whose proposals a preference was expressed by the Haitian Government in its Memorandum of December 30th, last.

Be pleased to accept, Mr. Minister, the assurance of my high consideration.

JOHN H. RUSSELL
American High Commissioner

His Excellency,

M. LEON DÉJEAN,
Minister of Foreign Affairs,
Port-au-Prince.

The Minister of Foreign Affairs to the American High Commissioner⁴

[TRANSLATION]

In response to Your Excellency's note of the first of this month repeating the note of April 15th addressed to my predecessor and putting into effect the engagements entered into by the Government preceding according to correspondence already exchanged, notably the contracting powers of the Department of Foreign Affairs of January 31, I have the honor to inform you that the Haitian Government has noted that the Government of the United States renounces the stipulation of the protocol which fixed a period of two years during which the Republic of Haiti should execute the engagement provided for in article six to issue a loan of \$40,000,000 provided always that the loan be contracted within a reasonable date.

I am likewise charged always in view of the correspondence above referred to to confirm to your Excellency that the Haitian Government is in accord with the Government of the United States for the issuance of the loan in taking into consideraton the suggestions contained in the letter of the American representative dated April 15th.

The Haitian Government also shares the opinion of the Government of the United States with respect to employment of the bonds and their proceeds.

We are pleased to learn that the new situation of the market permits the Haitian Government to count on more advantageous conditions than those offered up to now.

⁴ Substance of note dated June 3, 1922, transmitted to Secretary of State by American High Commissioner.

ADMINISTRATION OF HAITI: APPOINTMENT OF AGRICULTURAL ENGINEER AND ASSISTANT

Agreement signed at Port-au-Prince April 17, 1923, pursuant to article

XIII of treaty of September 16, 1915

Entered into force April 17, 1923

Replaced by agreement of July 17, 1923¹

Department of State files

In pursuance of the objects of the Treaty concluded September 16, 1915,² between the United States of America and the Republic of Haiti, the Government of the United States and the Government of Haiti, through duly authorized representatives, agree upon this agreement for the purpose of carrying out the objects of the aforesaid Treaty and of giving effect to Article XIII thereof. It is clearly understood that this agreement does not in fact or by implication extend the provisions of the Treaty herein before mentioned.

ART. I. The Agricultural Engineer, to be charged with the supervision, direction and control of the Technical Bureau of the Department of Agriculture of the Republic of Haiti, and to be nominated and appointed as stipulated in Art. XIII of the Treaty concluded September 16, 1915, between the United States of America and the Republic of Haiti, shall receive as annual compensation the sum of Ten Thousand Dollars United States currency (salary and personal expenses).

ART. II. The President of Haiti shall appoint upon nomination by the President of the United States, at an annual compensation of Seventy-Five Hundred Dollars United States currency (salary and personal expenses), an Assistant Engineer who will be charged with the organization and supervision of a system of manual training and vocational instruction under the direction of the Engineer in charge of the Technical Bureau of the Department of Agriculture.

IN WITNESS WHEREOF, the undersigned have hereunto signed their names and affixed their seals.

Done in Port-au-Prince, in duplicate, this 17th day of April Nineteen Hundred and Twenty three.

JOHN H. RUSSELL

[SEAL]

[Haitian signature illegible]

[SEAL]

¹ Post, p. 692.

² TS 623, ante, p. 660.

ADMINISTRATION OF HAITI: APPOINTMENT OF AGRICULTURAL ENGINEER AND ASSISTANT

Agreement signed at Port-au-Prince July 17, 1923

Entered into force July 17, 1923

Terminated September 30, 1931, by agreement of August 5, 1931¹

Department of State files

In pursuance of the objects of the Treaty concluded September 16, 1915,² between the United States of America and the Republic of Haiti, the Government of the United States and the Government of Haiti, through duly authorized representatives, agree upon this agreement for the purpose of carrying out the objects of the aforesaid Treaty and of giving effect to Article XIII thereof. It is understood that the duration of this agreement will not exceed that of the treaty herein before mentioned, and that it does not extend the provisions of said treaty in fact or by implication.

ART. I. The Agricultural Engineer, to be charged with the supervision, direction and control of the Technical Bureau of the Department of Agriculture of the Republic of Haiti, and to be nominated and appointed as stipulated in Art. XIII of the Treaty concluded September 16, 1915, between the United States of America and the Republic of Haiti, shall receive as annual compensation the sum of TEN THOUSAND DOLLARS, United States currency (Salary and personal expenses).

ART. II. The President of Haiti shall appoint upon nomination by the President of the United States, at an annual compensation of SEVENTY FIVE HUNDRED DOLLARS, United States currency (Salary and personal expenses) an Assistant Engineer who will be charged with the organization and supervision of a system of manual training and vocational instruction under the direction of the Engineer in charge of the Technical Bureau of the Department of Agriculture.

IN WITNESS WHEREOF, the undersigned have hereunto signed their names and affixed their seals.

Done in Port-au-Prince, in duplicate, the 17th day of July Nineteen Hundred and Twenty three.

JOHN H. RUSSELL [SEAL]
[Haitian signature illegible] [SEAL]

¹ EAS 22, *post*, p. 699.

² TS 623, *ante*, p. 660.

ADMINISTRATION OF HAITI: GENDARMERIE

*Agreement signed at Port-au-Prince February 28, 1925, amending
agreement of August 24, 1916, as amended
Entered into force February 28, 1925
Terminated August 1, 1934, by agreement of July 24, 1934¹*

Department of State files

The undersigned, duly authorized by their respective governments, have this day agreed that Articles I and XII of the Haitian Gendarmerie Agreement, made by and between the Governments of the United States of America and of the Republic of Haiti, on the 24th of August 1916,² and amended on the 23rd of March 1920,³ shall be and they are hereby amended so as to read as follows:

ARTICLE I

That the Constabulary contemplated by Article X of the Treaty between the United States of America and the Republic of Haiti, signed at Port-au-Prince on September 16, 1915,⁴ shall be known as the Haitian Gendarmerie; that its strength and amounts to be expended for pay, rations, hospital and medical supplies, and expenses of maintenance and operations, et cetera, shall be as set forth in the following table:

<i>Personnel</i>	<i>Per Month</i>	<i>Per Annum</i>
	<i>Gourdes</i>	<i>Gourdes</i>
1 General of Division, Commandant	1250.00	15,000.00
1 General of Brigade, Assistant Commandant	1000.00	12,000.00
3 Colonels, Directors	1000.00	36,000.00
1 Colonel, Quartermaster—Paymaster Director	1000.00	12,000.00
1 Colonel, Medical Director	1000.00	12,000.00
7 Majors, Inspectors	750.00	63,000.00
2 Majors, Assistant Quartermasters, Inspectors	750.00	18,000.00
3 Majors, Surgeon Inspectors	750.00	27,000.00
20 Captains	750.00	180,000.00
1 Captain, Surgeon	750.00	9,000.00
49 First Lieutenants	500.00	294,000.00
3 First Lieutenants (Hospital Corps)	500.00	18,000.00
49 Second Lieutenants	300.00	176,400.00
6 Second Lieutenants (Hospital Corps)	300.00	21,600.00
19 First Sergeants	125.00	28,500.00
112 Sergeants	100.00	134,400.00
262 Corporals	75.00	235,800.00
40 Field Musicians	50.00	24,000.00
2100 Privates	50.00	1,260,000.00
<hr/>		
Total Pay Personnel		Gdes. 2,576,700.00

¹ EAS 68, *post*, p. 712.

² *Ante*, p. 670.

³ *Ante*, p. 683.

⁴ TS 623, *ante*, p. 660.

Rations

Expenses of procuring and preparing rations for
2533 enlisted men at 75 centimes per man per
diem 693, 337. 50

Medical Service

Medical supplies, equipment and maintenance
of hospitals 75, 000. 00

Maintenance and Operation

Civil clerical force; uniforms; ammunition and
target practice; forage and remounts; trans-
portation of supplies and troops; maps;
stationery and office supplies; intelligence
service; rent; repairs to barracks; equipage;
gasoline; kerosene; lights; tools and miscel-
laneous expenditures for maintenance and
operation of the Gendarmerie 1, 142, 975. 00

4, 488, 012. 50

Coast Guard

<i>Personnel</i>	<i>Per Month</i>	<i>Per Annum</i>
	<i>Gourdes</i>	<i>Gourdes</i>
1 Inspector	750. 00	9, 000. 00
3 First Lieutenants	500. 00	18, 000. 00
4 Engineers	100. 00	4, 800. 00
4 Quartermasters	75. 00	3, 600. 00
30 Seamen	50. 00	18, 000. 00
Rations for 38 men at Gde. 1.00 per man per diem	13, 870. 00	
Maintenance and oper- ation of Coast Guard	92, 970. 00	160, 240. 00
Total for Land Forces and Coast Guard		4, 648, 252. 50

It is further provided that if the condition of the Haitian Government's finances shall so warrant, the following additional number of officers or part of this number may be appointed, and the following additional number of men or part of this number and the following number of nurses or part of this number may be enlisted upon the recommendation of the Commandant and upon the consent, in writing, of the Financial Adviser.

The pay, rations, hospital and medical supplies, and expenses of maintenance and operation, et cetera, shall be as set forth in the following table:

<i>Personnel</i>	<i>Per Month</i>	<i>Per Annum</i>
	<i>Gourdes</i>	<i>Gourdes</i>
1 Colonel	1, 000. 00	12, 000. 00
1 Major, Assistant Quartermaster Inspector	750. 00	9, 000. 00
1 Major, Surgeon	750. 00	9, 000. 00
2 Captains	750. 00	18, 000. 00
1 Captain, Assistant Quartermaster	750. 00	9, 000. 00
2 Captains, Surgeon	750. 00	18, 000. 00
10 First Lieutenants	500. 00	60, 000. 00
1 First Lieutenant (Hospital Corps)	500. 00	6, 000. 00
10 Second Lieutenants	300. 00	36, 000. 00

<i>Personnel</i>	<i>Per Month Gourdes</i>	<i>Per Annum Gourdes</i>
4 Warrant Officers (Hospital Corps)	300.00	14,400.00
22 Aspirant Officers	250.00	66,000.00
7 Sergeants Major	150.00	12,600.00
11 First Sergeants	125.00	16,500.00
23 Staff Sergeants	125.00	34,500.00
38 Sergeants	100.00	45,600.00
38 Corporals	75.00	34,200.00
10 Field musicians	50.00	6,000.00
240 Privates	50.00	144,000.00
<i>Medical Service</i>		
4 First Sergeants	125.00	6,000.00
20 Sergeants	100.00	24,000.00
40 Corpsemen, 1st Class	75.00	36,000.00
30 Corpsemen, 2nd Class	60.00	21,600.00
6 Nurses	100.00	7,200.00
<i>Palace Band</i>		
1 Band Leader, 1st Lieutenant	500.00	6,000.00
1 Assistant Leader	250.00	3,000.00
10 Musicians, 1st Class	125.00	15,000.00
15 Musicians, 2nd Class	100.00	18,000.00
25 Musicians, 3rd Class	75.00	22,500.00
Rations for 461 enlisted men, 50 bandsmen, and six nurses at 75 centimes per person per diem		141,528.75
Medical supplies, equipment, and maintenance of hospitals for 517 persons at Gdes. 2.25 per month per person		13,959.00
Maintenance and operation for 461 enlisted men, 50 bandsmen, and 6 nurses at Gdes. 17.75 per month per person		110,121.00

ARTICLE XII

The sum of Gdes. 4,648,252.50, Haitian Currency, shall be placed in the Budget annually, for the pay and allowances, rations, hospital and medical supplies, maintenance and operation, and other current expenses of the Gendarmerie and Coast Guard. This appropriation shall be made available in monthly allotments for the various needs of the Gendarmerie and Coast Guard, and any surplus not expended shall be available for the use of the Gendarmerie.

In case of the increase provided for in Article I, the amounts necessary to carry it into effect shall be appropriated.

IN WITNESS WHEREOF the undersigned have hereunto signed their names and affixed their seals.

Done in duplicate, at Port-au-Prince, Haiti, this twenty eighth day of February, nineteen hundred and twenty five.

GEORGE R. MERRELL Jr. [SEAL]
LEON DÉJEAN [SEAL]

MOST-FAVORED-NATION TREATMENT IN CUSTOMS MATTERS

Exchange of notes at Port-au-Prince July 8, 1926

Entered into force October 1, 1926

Supplanted June 3, 1935, by agreement of March 28, 1935¹

Treaty Series 746

*The American Chargé d'Affaires ad interim to the Secretary of State
for Foreign Relations*

LEGATION OF THE UNITED STATES OF AMERICA

Port-au-Prince, Haiti

No. 172

July 8, 1926

EXCELLENCY:

I have the honor to make the following statement of my understanding of the agreement reached through recent conversations held at Port-au-Prince on behalf of the Government of the United States and the Government of Haiti with reference to the treatment which the United States shall accord to the commerce of Haiti and which Haiti shall accord to the commerce of the United States.

These conversations have disclosed a mutual understanding between the two Governments which is that in respect of import and export duties and other duties and charges affecting commerce, as well as in respect of transit, warehousing and other facilities, and the treatment of commercial travelers' samples, the United States will accord to Haiti, and Haiti will accord to the United States, its territories and possessions, unconditional most-favored-nation treatment; and that in the matter of licensing or prohibitions of imports and exports, each country, so far as it at any time maintains such a system, will accord to the commerce of the other treatment as favorable, with respect to commodities, valuations and quantities, as may be accorded to the commerce of any other country.

It is understood that

No higher or other duties shall be imposed on the importation into or disposition in the United States, its territories or possessions, of any articles

¹ EAS 78, *post*, p. 714.

the produce or manufacture of Haiti than are or shall be payable on like articles the produce or manufacture of any foreign country;

No higher or other duties shall be imposed on the importation into or disposition in Haiti of any articles the produce or manufacture of the United States, its territories or possessions; than are or shall be payable on like articles the produce or manufacture of any foreign country;

Similarly, no higher or other duties shall be imposed in the United States, its territories or possessions, or in Haiti, on the exportation of any articles to the other or to any territory or possession of the other, than are payable on the exportation of like articles to any foreign country;

Every concession with respect to any duty, charge or regulation affecting commerce now accorded or that may hereafter be accorded by the United States or by Haiti by law, proclamation, decree or commercial treaty or agreement, to any third country will become immediately applicable without request and without compensation to the commerce of Haiti and of the United States and its territories and possessions, respectively;

Provided that this understanding does not relate to

(1) Prohibitions or restrictions of a sanitary character or designed to protect human, animal or plant life or regulations for the enforcement of police or revenue laws.

(2) The treatment which the United States accords or may hereafter accord to the commerce of Cuba or any of the territories or possessions of the United States or the Panama Canal Zone, or to the treatment which is or may hereafter be accorded to the commerce of the United States with any of its territories or possessions or to the commerce of its territories or possessions with one another.

(3) The treatment which Haiti accords or may hereafter accord to the commerce of the Dominican Republic.

The present arrangement shall become operative on October 1, 1926 and, unless sooner terminated by mutual agreement, shall continue in force for six months and thereafter until thirty days after notice of its termination shall have been given by either party; but should either party be prevented by future action of its legislature from carrying out the terms of this arrangement, the obligation thereof shall thereupon lapse.

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

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

GEORGE R. MERRELL, Jr.
Chargeé d'Affaires ad interim

His Excellency

Mr. EDMOND MONTAS
Secretary of State
for Foreign Relations

*The Secretary of State for Foreign Relations to the American
Charge d'Affaires ad interim*

[TRANSLATION]

REPUBLIC OF HAITI
Port-au-Prince, July 8, 1926

DEPARTMENT OF STATE FOR FOREIGN AFFAIRS

MR. CHARGÉ D'AFFAIRES,

I have the honor to inform you that the Haitian Government accepts the conditions of a Commercial MODUS VIVENDI between the Republic of Haiti and the United States of America as those conditions are indicated in your note No. 172 of this day.

The conversations that have taken place on the subject between the Legation of the United States and the Department of Foreign Relations have disclosed a mutual understanding between the two governments which is that in respect of import and export duties and other duties and charges affecting commerce, as well as in respect of transit, warehousing and other facilities, and the treatment of commercial travelers' samples, the United States will accord to Haiti, and Haiti will accord to the United States, its territories and possessions, unconditional most-favored-nation treatment; and that in the matter of licensing or prohibitions of imports and exports, each country, so far as it at any time maintains such a system, will accord to the commerce of the other treatment as favorable, with respect to commodities, valuations and quantities, as may be accorded to the commerce of any other country.

It is understood that

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

I take this opportunity to renew to you, Mr. Chargé d'Affaires, the assurance of my very distinguished consideration.

EDMOND MONTAS

Mr. GEORGE R. MERRELL, Jr.,
Charge d'Affaires ad interim
of the United States of America
Port-au-Price

HAITIANIZATION

*Agreement signed at Port-au-Prince August 5, 1931
Entered into force August 5, 1931
Expired upon fulfillment of its terms*

47 Stat. 2659; Executive Agreement Series 22

LEGATION OF THE
UNITED STATES OF AMERICA,
PORT-AU-PRINCE, HAITI, August 5, 1931

The undersigned plenipotentiaries duly authorized by their respective governments have agreed upon the following Accord:

ARTICLE I

The services of the Engineers provided for by Article XIII of the Treaty of September 16, 1915,¹ for the sanitation and public improvement of the Republic, and by the Accord of July 17, 1923,² regarding the Service Technique d'Agriculture, as well as their foreign aids and employees, shall definitely cease on September 30, 1931, except as provided below in Articles III and IV.

ARTICLE II

Accordingly, on October 1, 1931, the Government of Haiti will assume rightfully and definitely the administration and control of the Direction Generale des Travaux Publics, of the Service d'Hygiène, and of the Service Technique d'Agriculture, and the President of the Republic will deliver, in conformity with the Constitution and the laws, commissions to the Haitian engineers, physicians, and employees deemed necessary for the functioning of the above mentioned Services.

ARTICLE III

In that which concerns the Service National d'Hygiène, it is understood that in conformity with the laws in force it will have, under the direction of the Secretary of State for the Interior, throughout the Republic, the administration, inspection, and supervision of all of the public services of

¹ TS 623, *ante*, p. 664.

² *Ante*, p. 692.

hygiene, sanitation and quarantine of the hospitals, rural dispensaries, poor relief, insane asylums and sanitary garages, of the Medical School, the Health Center, the laboratories, etc.

Nevertheless, in the cities of Port-au-Prince and Cape Haitian, and their immediate environs (that is within a radius of two miles of the cities proper but including also Petionville) where, pending other arrangements and until the conclusion of a protocol for their evacuation, American troops are stationed, an American scientific mission shall be especially charged in accord with the laws and regulations now in force with the control of sanitation and chlorination of water.

The Service Nationale d'Hygiene will be entitled, if it so requests, to receive the advice and recommendations of the above mentioned scientific mission within the restricted field of sanitation.

The Government agrees to leave to the Mission the sanitary garages at Port-au-Prince and Cape Haitian and the motor equipment strictly necessary for its activities but the Service Nationale d'Hygiene may always requisition the material thus loaned by agreement with the Mission if the need therefor should arise.

The Government of Haiti agrees that in case of epidemic or grave danger menacing the public health within the above mentioned cities of Cape Haitian and Port-au-Prince the Mission will cooperate with the National Public Health Service to combat the danger and for this purpose shall be authorized to make all necessary recommendations, and to make use of all the facilities and all of the organizations of the above mentioned Service; and the Haitian Government, under such circumstances, will take the necessary measures and provide the necessary credits.

ARTICLE IV

The Mission provided for in the preceding article will comprise three American medical officers nominated by the Government of the United States and appointed by the President of Haiti. Their status will be assimilated so far as the salary that they receive from the public treasury is concerned to that of Public Health Officers first class provided for by the law of August 8, 1926. The Mission may also include, in addition, as a maximum six hospital corpsmen of the United States Navy who will be paid in conformity with a budget approved by the Minister of Interior upon the basis of the law of December 5, 1924.

The Mission will have the right to suitable offices at Cape Haitian and Port-au-Prince.

The funds necessary for the payment of the Haitian personnel and for the functioning of the sanitary services in the cities of Cape Haitian and Port-au-Prince will be provided for in a budget which shall be approved in advance by the Minister of Interior.

ARTICLE V

The Accord of August 24, 1918,³ regarding the communication of projects of Haitian laws to the Legation of the United States of America at Port-au-Prince, is and remains abrogated from this date.

If, nevertheless, the Government of the United States should deem a given law to be seriously inconsistent with any rights arising from provisions of agreements still in force, it will present its views to the Haitian Government through diplomatic channels for all proper purposes.

ARTICLE VI

The Accord of December 3, 1918,⁴ relating to the visa of the Financial Adviser on orders of payment issued by the Secretary of State for Finance, on the Receiver-General of Customs, or on the National Bank of the Republic of Haiti, is and remains abrogated. The Minister of Finance shall reach an agreement with the Financial Adviser on the procedure governing the service of payments.

The abrogation of the visa implies an obligation on the part of the Government of Haiti until the liquidation of the services of the Financial Adviser-General Receiver to make its expenditures within the limits of laws and credits voted or decreed with the accord of the Financial Adviser. The Haitian Government will reach agreements with the Financial Adviser regarding the measures affecting sources of revenue pending the liquidation of the services of the Financial Adviser-General Receiver.

ARTICLE VII

The land title registry office (Bureau d'Enregistrement) shall be entirely detached from the Office of the Financial Adviser-General Receiver and will pass under the complete control of the Secretary of Finance upon the signature of this Accord.

ARTICLE VIII

In view of the difficulties which have arisen with regard to the Law of May 26, 1931, it is understood that the travelling or representation allowance of the Legislative Body as provided for in the above mentioned law, will be paid without delay, starting from April 6, 1931, and up to September 30, 1931, from the general funds of the Treasury. After September 30, 1931, these allowances will be paid in accordance with a balanced budget.

ARTICLE IX

Since the Government of the United States believes that the discharge of the civilian officials and employees in the Services mentioned above in Articles

³ *Ante*, p. 677.

⁴ Not printed.

I and II of the present Accord, will be unduly precipitate and has requested an indemnity for them, the Secretary of State for Finance in accord with the Financial Adviser is authorized to indemnify them upon an equitable basis from the general funds of the Treasury.

Specialists in the Service Technique who, upon the express request of the Government of Haiti, shall desire to remain in their former positions and sign the necessary contracts for this purpose with the Secretary of State for Agriculture shall not have the right to any indemnity by virtue of the liquidation of the Treaty Services.

ARTICLE X

The two Governments agree to continue their discussions regarding the other problems arising from the Treaty.

ARTICLE XI

While awaiting the settlement of the question of the Garde, the two Governments agree to maintain the "status quo" established by existing laws and agreements and to respect said laws and agreements.

Signed at Port-au-Prince in duplicate in the English and French languages, this fifth day of August, 1931.

DANA G. MUNRO
A. N. LEGER

WITHDRAWAL OF MILITARY FORCES; FINANCES

Agreement signed at Port-au-Prince August 7, 1933

Entered into force August 7, 1933

Section I terminated August 14, 1934, by agreement of July 24, 1934¹

*Section II supplemented by agreements of January 13, 1938,² July 1,
1938,³ July 8, 1939,⁴ September 27, 1940,⁵ and February 13, 1941⁶*

*Section II terminated October 1, 1941, by agreement of September 13,
1941⁷*

48 Stat. 1776; Executive Agreement Series 46

SECTION I

Haitianization of the Garde d'Haiti and Withdrawal of Military Forces from Haiti

The undersigned plenipotentiaries, duly authorized by their respective governments, have agreed upon the following Accord:

ARTICLE I

The American officers now serving with the Garde d'Haiti will be replaced in such a manner that by October 1, 1934, the Garde shall be completely commanded by Haitian officers.

ARTICLE II

On October 1, 1934, the Garde, under complete command of Haitian officers, will be turned over to a Colonel in active service whom the President of the Republic shall designate as Commandant.

ARTICLE III

The promotions to be effected until the complete Haitianization of the Garde will be made after examinations held in the presence of the repre-

¹ EAS 68, *post*, p. 712.

² EAS 117, *post*, p. 721.

³ EAS 128, *post*, p. 722.

⁴ EAS 150, *post*, p. 723.

⁵ EAS 183, *post*, p. 725.

⁶ EAS 201, *post*, p. 727.

⁷ EAS 220, *post*, p. 739.

sentative of the Government of Haiti in conformity with Article X of the Treaty of September 16, 1915.⁸

ARTICLE IV

To complete the instruction, training and discipline of the Garde the President of Haiti, may, if he consider it desirable, request the President of the United States to designate a Military Mission of not more than seven members among the American officers who have served in Haiti. The powers to be granted to this Mission will be determined by a decree of the President of Haiti. The services of this Mission shall terminate at the request of either party to the agreement upon sixty days notice given by either party.

ARTICLE V

The withdrawal of the Marine Brigade of the United States and the American Scientific Mission established by the Accord of August 5, 1931,⁹ shall commence on October 1, 1934, and shall be completed within thirty days.

ARTICLE VI

The Government of Haiti, in order to preserve public order, assumes the obligation of maintaining strict discipline in the Garde and of applying for this purpose the present regulations of the Garde d'Haiti.

It will enact a statute which will fix the conditions of appointment, promotion and retirement in the Garde. It will also take all legislative measures recognized as necessary to guarantee public peace and security.

SECTION II

Financial Arrangement. Adjustment of financial guarantees stipulated in the Protocol of 1919 and the loan contract of 1922

ARTICLE VII

Beginning January 1, 1934, the services of the Financial Adviser-General Receiver and of the Deputy General Receiver shall be carried on, in fulfillment of the obligations and guarantees undertaken in order to obtain the loan issued in accord with the Protocol of October 3, 1919,¹⁰ by a Fiscal Representative and a Deputy Fiscal Representative, appointed by the President of the Republic upon nomination of the President of the United States, who shall exercise the powers hereinafter set forth.

⁸ TS 623, *ante*, p. 663.

⁹ EAS 22, *ante*, p. 699.

¹⁰ TS 643, *ante*, p. 678.

ARTICLE VIII

As the Customs Revenues constitute the principal pledge to the holders of the bonds of the 1922 loan, the Fiscal Representative will have under his direction, until the complete amortization or the prior refunding of the loan under reference, the Customs Service and the application of the laws relative thereto. In addition he shall inspect the activities of the Internal Revenue Service and make appropriate recommendations for its proper operation; he shall be in charge of the existing Service of Payments, reserve being made of the provisions of Article XII hereafter; he shall maintain adequate records of receipts and disbursements which records shall be open to inspection and verification by the appropriate authorities; and he shall submit monthly reports of his activities to the Secretary of State for Finance and the Secretary of State of the United States.

In order properly to carry out his duties, the Fiscal Representative shall have such employees and assistants as may appear necessary. The number of Americans so employed shall not exceed eighteen. The President of Haiti, upon the presentation which will be made to him by the Secretary of State for Finance, will commission as of January 1, 1934, the employees occupying positions of authority and trust under the Fiscal Representative and recommended by the latter. Thereafter, any position which may become vacant among the commissioned employees shall be filled by examination, the form and procedure of which shall be determined by an accord between the Secretary of State for Finance and the Fiscal Representative. The successful competitor in such examination shall be recommended for the vacancy and will be commissioned by the President of Haiti. Such commissioned employees may be suspended without pay by the Fiscal Representative, on charges filed with the Secretary of State for Finance and such employee or assistant shall not be reinstated unless the charges shall have been disproved to the satisfaction of the Secretary of State for Finance, and of the Fiscal Representative. Pending the hearing of the charges made, the Fiscal Representative, after a report to the Secretary of State for Finance, may fill the vacancy provisionally, if necessary, until the charges have been disproved or a new commission issued.

ARTICLE IX

The salaries of the Fiscal Representative and of the Deputy Fiscal Representative shall be made the subject of an accord between the two Governments. These salaries, together with the expenses of the activities of the Fiscal Representative, but excluding the expenses of the Internal Revenue Inspection Service, may not exceed five per centum of customs receipts except by agreement between the two Governments.

ARTICLE X

The Internal Revenue Service, the personnel of which shall be exclusively Haitian, shall be placed in charge of a Haitian Director under the Secretary of State for Finance.

Nevertheless, if the Fiscal Representative should notify the Secretary of State for Finance and the Director General of Internal Revenue in writing that there is reason to suppose any officer or employee of the Internal Revenue Service is inefficient, or that his action is not correct, such officer or employee shall be suspended, and not reinstated unless the charges shall have been disproved to the satisfaction of the Secretary of State for Finance.

The expenses of the Internal Revenue Service shall be paid from the funds set aside for this purpose by the National Bank of the Republic of Haiti in accordance with schedules of payments agreed upon between the Secretary of State for Finance and the Fiscal Representative. These expenses shall not exceed ten per centum of internal revenue receipts, and the expenses of the Internal Revenue Inspection Service shall not exceed five per centum of internal revenue receipts. Any sums not required by the Internal Revenue Inspection Service within this allowance shall be made available to the Internal Revenue Service.

ARTICLE XI¹¹

On and after January 1, 1934, all monies received by or for the Haitian Government shall be deposited in the National Bank of the Republic of Haiti to the credit of the Haitian Government with the exception of the five per centum of customs revenues foreseen in Article IX above and the amounts needed for payments connected with execution of the loan contracts, which amounts shall be credited to the Fiscal Representative. The National Bank of the Republic of Haiti also shall set aside preferentially each month to the credit of the Fiscal Representative the amounts provided in Article X above for the expenses of the Internal Revenue Service and of the Internal Revenue Inspection Service.

In order to assure the maintenance of public order, the monthly allocation for the Garde d'Haiti will be set aside preferentially by the National Bank of the Republic of Haiti for the exclusive use of the Garde from the funds thereafter remaining.

ARTICLE XII

All payments of Government funds shall continue to be made by checks prepared by the Service of Payments. The existing arrangement, as agreed upon between the two Governments on August 5, 1931, shall continue to govern this service except that all checks henceforth will be signed by the Secretary of State for Finance, or his delegate, reserve being made in the

¹¹ First sentence of art. XI suspended Jan. 1, 1938–Sept. 30, 1941, by supplementary agreements.

case of those checks drawn against the funds deposited at the National Bank of the Republic of Haiti to the credit of the Fiscal Representative, which checks shall be signed only by the latter, or his delegate.

ARTICLE XIII

Each year, by January 31st at the latest, the Fiscal Representative shall present a detailed estimate of receipts for the following fiscal year. Except by special agreement, the budget of the Republic shall not exceed the amount of probable ways and means which the Secretary of State for Finance and the Fiscal Representative shall have agreed upon.

ARTICLE XIV

The Haitian Government may authorize any appropriations whatsoever if unobligated funds are available, or derivable at an early date from the ordinary revenues, to cover such appropriations after setting up such reserves as may appear to the Secretary of State for Finance and the Fiscal Representative to be necessary.

ARTICLE XV

In case of a probable budgetary deficit, expenditures must be brought to the level of ways and means, either by reducing expenditures or by the creation of new receipts. In every case, it will not be possible without the accord of the Fiscal Representative to cover a deficit by calling upon the reserve funds of the Government.

ARTICLE XVI ¹²

There shall be included annually in the budget of the Republic the amounts necessary for the regular service of the funded debt and other contractual obligations, as well as two lump sums representing five per centum of customs and five per centum of internal revenues, respectively, for the payment of the expenses of the Fiscal Representative, and those of the Internal Revenue Inspection Service, and finally a lump sum representing ten per centum of internal revenue receipts for the payment of the expenses of the Internal Revenue Service. The balance may be apportioned by the Haitian Government between the budgets of the various departments as it may see fit. If the revenues received in any month shall be insufficient to meet the full debt service and expenses of collection, the Government will make available the amount required to make up the difference.

ARTICLE XVII

Without the accord of the Fiscal Representative no new financial obligation will be assumed unless the ordinary revenues of the Republic, after

¹² First and last sentences of art. XVI suspended Jan. 1, 1938—Sept. 30, 1941, by supplementary agreements.

defraying the expenses of the Government, shall be adequate to assure the final discharge of such obligation.

ARTICLE XVIII

The Government will not dispose of its investments except with the accord of the Fiscal Representative.

ARTICLE XIX

The present finance law shall be the organic act of the Republic so far as concerns the administration of government finances.

ARTICLE XX

The Government of Haiti agrees not to reduce the tariff nor to modify the taxes and internal revenues in such a manner as to reduce the total amount thereof without the accord of the Fiscal Representative.

ARTICLE XXI

The Custom Houses of the Republic will have an exclusively Haitian personnel and the title of Director shall be reestablished in lieu of that of Collector. However, inspectors of the Customs Service may be assigned, either temporarily or permanently, to oversee the operation and the strict application of the customs laws.

ARTICLE XXII

In case of payment under protest of customs duties or internal revenue taxes, and where restitution of such payment is requested, a written claim shall be presented to the competent service within a time limit of thirty working days beginning with the date on which the duties or taxes were paid. If the decision is not accepted, the matter shall be presented to a commission composed of a representative of the Secretary of State for Finance and a representative of the Fiscal Representative.

If there should still be failure to reach an agreement, the claim for restitution shall be decided by legal proceedings, but the State may not be liable for any compensatory or punitive damages.

ARTICLE XXIII

In view of the fact that under normal conditions the operation of the sinking fund will result in retirement of the outstanding series of the loan authorized by the law of June 26, 1922, approximately by the year 1944, and inasmuch as any further issue of the loan would necessarily extend the operation of this agreement, to a period beyond that year, which extension is contrary to their desire, it is hereby agreed by both Governments that the loan shall be considered closed and that no additional series shall be issued thereunder.

ARTICLE XXIV

In case there should appear to be occasion for judicial proceedings against the Fiscal Representative or his American assistants, the two Governments, in order to avoid possible misunderstanding, agree to examine each case impartially and to agree upon the legal action which might be appropriate.

ARTICLE XXV

The Haitian Government, upon the signature of the present agreement, will issue irrevocable instructions to the National Bank of the Republic of Haiti in order that there may be full and complete execution of the clauses herein respecting the deposit and disbursement of the funds of the Government.

ARTICLE XXVI

The Haitian Government reserves the right to retire the bonds issued in accord with the Protocol of October 3, 1919, in advance of their due date; and the Government of the United States will not invoke the provisions of Article VI of the Protocol as an obstacle to such retirement before the expiration of the period of fifteen years fixed therein, provided that the Haitian Government is able to make an arrangement for this purpose satisfactory to the holders of the outstanding bonds.

In this case the provisions of this accord shall automatically become null and void and of no effect upon the completion of the funding operation. The Haitian Government in order to hasten the retirement of the loan of 1922 may continue as rapidly as its resources will permit, to buy on the open market bonds of the several series of the said loan.

ARTICLE XXVII

Any controversy which may arise between the two Governments on the subject of the clauses of the present accord shall be submitted to arbitration in case it cannot be settled through diplomatic channels, in accordance with the Arbitration Treaty of January 7, 1909¹³ between the two countries.

Signed at Port-au-Prince in duplicate in the English and French languages, this seventh day of August, 1933.

NORMAN ARMOUR

[SEAL]

A. BLANCHET

[SEAL]

¹³ TS 535, *ante*, p. 658.

ADMINISTRATION OF HAITI: GENDARMERIE

Exchange of notes at Port-au-Prince October 27, 1933, amending agreement of August 24, 1916¹

Entered into force October 27, 1933

Terminated August 1, 1934, by agreement of July 24, 1934²

Department of State files

The Secretary of State for Foreign Affairs to the American Minister

[TRANSLATION]

MR. MINISTER:

With reference to Your Excellency's letter of October 21, 1933, I have the honor to inform you that I have been authorized by my Government to communicate the following:

Subject to any legal measures which may be required by the situation, the Government of Haiti agrees with the Government of the United States on the following points concerning Guard officers assigned to the Military Staff of the President of the Republic:

1. The Commandant of the Guard shall, beginning in October 1933, be authorized to assign up to nine commissioned Guard officers to serve on the Military Staff of the President of the Republic. These officers shall continue to be members of the Guard and shall retain their rank and pay therein; if they are second lieutenants, their billeting expenses shall be set at one hundred *gourdes* per month.

2. As long as an allowance is granted for the representation costs of the Military Staff, this allowance, through the Quartermaster of the Haitian Guard, shall be used monthly for the special expenses of the officers belonging to the Military Staff.

Please accept, Mr. Minister, the assurance of my high consideration.

LÉON LALEAU

His Excellency

NORMAN ARMOUR

*E. E. and Minister Plenipotentiary
of the United States of America,
Port-au-Prince.*

¹ *Ante*, p. 670.

² *EAS 68, post*, 712.

The American Minister to the Secretary of State for Foreign Affairs

No. 44

PORT AU PRINCE, October 27, 1933

EXCELLENCY:

I have the honor to inform you that I have been authorized by my Government to address to Your Excellency the following communication:

With reservation of any legal measures which may be required by the situation, the Government of the United States is in accord with the Government of the Republic of Haiti on the following points concerning officers of the Garde forming part of the Military Household of the President of the Republic:

From October 1933, the Commandant of the Garde may assign not to exceed nine commissioned officers of the Garde to positions in the Military Household of the President of the Republic. These officers shall remain incorporated in the Garde and shall retain their rank and salary and if Second Lieutenants, their allowances for quarters shall be fixed at Gdes. 100 per month.

As long as an appropriation for representation expenses of the Military Household shall be made this appropriation, through the intermediary of the quartermaster of the Garde d'Haiti, shall be set apart monthly for the extraordinary expenses of the officers belonging thereto.

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

NORMAN ARMOUR

His Excellency

M. LÉON LALEAU,

*Secretary of State for Foreign Relations,
Port au Prince.*

WITHDRAWAL OF MILITARY FORCES

Agreement signed at Port-au-Prince July 24, 1934, modifying agreement of August 7, 1933¹

Entered into force July 24, 1934

Expired upon fulfillment of its terms²

49 Stat. 3650; Executive Agreement Series 68

AGREEMENT BETWEEN THE UNITED STATES AND THE REPUBLIC OF HAITI

Whereas the President of the United States of America and the President of the Republic of Haiti, in the course of their conversation at Cape Haitian on July 5, 1934, reached the agreement, because of the rapid progress made by the Garde d'Haiti, to terminate completely the services of the American officers in that organization on August 1 of this year, and

Whereas the President of the United States of America and the President of the Republic of Haiti, on the request of the Haitian Government, have furthermore agreed that the Marine forces of the United States of America will be withdrawn a fortnight later,

The undersigned Plenipotentiaries, duly authorized by their respective Governments, have agreed to the following arrangement:

ARTICLE I

On August 1, 1934, the service of the American officers in the Garde d'Haiti shall terminate. On the said date the Garde, under complete command of Haitian Officers, will be turned over to a colonel in active service whom the President of Haiti shall designate as Commandant.

ARTICLE II

The Marine Brigade of the United States and the American Scientific Mission, established by the Accord of August 5, 1931,³ will be withdrawn a fortnight later.

ARTICLE III

The provisions of the present arrangement modify the stipulations contained in Articles I, II and V of the accord of August 7, 1933.

¹ EAS 46, *ante*, p. 703.

² Withdrawal was completed Aug. 14, 1934.

³ EAS 22, *ante*, p. 699.

Signed at Port-au-Prince in duplicate in the English and French languages this twenty-fourth day of July, 1934.

NORMAN ARMOUR [SEAL]

LÉON LALEAU [SEAL]

RECIPROCAL TRADE

Agreement signed at Washington March 28, 1935 ¹

Proclaimed by Haiti April 29, 1935

Proclaimed by the President of the United States May 4, 1935

Entered into force June 3, 1935

Modified by agreement of February 16 and 19, 1942 ²

Supplemented by agreement of April 25, 1942 ³

Terminated January 1, 1950, by agreement of December 29, 1949 ⁴

49 Stat. 3737; Executive Agreement Series 78

The President of the United States of America and the President of the Republic of Haiti, being desirous of strengthening the traditional bonds of friendship between the two countries by maintaining the principle of equality of treatment as the basis of commercial relations and by granting mutual and reciprocal concessions and advantages for the promotion of trade, have, through their respective plenipotentiaries, arrived at the following Agreement:

ARTICLE I

On and after the day on which this Agreement comes into force, all articles the growth, produce or manufacture of the United States of America, enumerated and described in Schedule I annexed to this Agreement ¹ and made a part thereof, except those enumerated and described under items numbered 11033, 12011, and 13007, shall, on their importation into the Republic of Haiti, be exempt from ordinary customs duties in excess of those set forth in the said Schedule and from all other duties, taxes, fees, charges or exactions, imposed on or in connection with importation, in excess of those imposed or required to be imposed by laws of the Republic of Haiti in effect on the day of the signature of this Agreement.

Whenever the budget of expenditures of the Republic of Haiti for any fiscal year is promulgated in the amount of Gourdes 40,000,000 or more, articles the growth, produce, or manufacture of the United States of America, enumerated and described under items numbered 11033, 12011, and 13007 in Schedule I of this Agreement, shall, on their importation during such fiscal year into the Republic of Haiti, be exempt from ordinary customs duties in excess of those set forth in the said Schedule; and on and after the day of

¹ For schedules annexed to agreement, see 49 Stat. 3748 or p. 14 of EAS 78.

² EAS 238, *post*, p. 753.

³ EAS 252, *post*, p. 759.

⁴ 2 UST 458; TIAS 2189.

the signature of this Agreement, they shall be exempt on their importation into the Republic of Haiti, from all duties, taxes, fees, charges or exactions, imposed on or in connection with importation, in excess of those imposed or required to be imposed by laws of the Republic of Haiti in effect on the day of the signature of this Agreement.

ARTICLE II

Articles the growth, produce or manufacture of the Republic of Haiti, enumerated and described in Schedule II annexed to this Agreement and made a part thereof, shall, on their importation into the United States of America, be exempt from ordinary customs duties in excess of those set forth in the said Schedule, and from all other duties, taxes, fees, charges, or exactions, imposed on or in connection with importation, in excess of those imposed or required to be imposed by laws of the United States of America in effect on the day of the signature of this Agreement.

As long as the quota provisions of the Act "to include sugar beets and sugar cane as basic agricultural commodities under the Agricultural Adjustment Act, and for other purposes," approved by the President of the United States of America on May 9, 1934,⁵ are operative, any sugar imported into the United States of America from the Republic of Haiti with respect to which a drawback of duty is allowed, under the provisions of Section 313 of the Tariff Act of 1930,⁶ shall not be charged against the quota established by the Secretary of Agriculture of the United States of America for the Republic of Haiti.

ARTICLE III

The United States of America and the Republic of Haiti agree that the notes included in Schedules I and II are hereby given force and effect as integral parts of this Agreement.

ARTICLE IV

Articles the growth, produce or manufacture of the United States of America or the Republic of Haiti, shall, after importation into the other country, be exempt from all internal taxes, fees, charges or exactions other or higher than those payable on like articles of national origin or any other foreign origin. The provisions of this Article in regard to the granting of national treatment shall not apply to taxes imposed in the United States of America on coconut oil or on any combination or mixture containing a substantial quantity of coconut oil, or to taxes imposed in the Republic of Haiti on cigarettes.

Cigarettes originating in the United States of America shall, after importation into the Republic of Haiti, be exempt from all internal taxes, fees,

⁵ 48 Stat. 670.

⁶ 46 Stat. 693.

charges or exactions other or higher than those in effect on the day of the signature of this Agreement.

ARTICLE V

In respect of articles the growth, produce or manufacture of the United States of America or the Republic of Haiti, enumerated and described in Schedules I and II, respectively, imported into the other country, on which ad valorem rates of duty are or may be assessed, it is understood and agreed that the bases and methods of determining dutiable value and of converting currencies shall be no less favorable to importers than the bases and methods prescribed under presently existing laws and regulations of the Republic of Haiti and the United States of America, respectively.

ARTICLE VI

No prohibition or restriction on importations shall be imposed by the United States of America or the Republic of Haiti on articles the growth, produce or manufacture of the other country with respect to which obligations have been assumed under Articles I or II of this Agreement: Provided, That the foregoing provision shall not apply to prohibitions or restrictions relating to public security; imposed on moral or humanitarian grounds; designed to protect human, animal, or plant life; relating to prison-made goods; relating to the enforcement of police or revenue laws; or designed to extend to imported products a regime analogous to that affecting like or competing domestic products.

ARTICLE VII

With respect to customs duties or charges of any kind imposed on or in connection with importation or exportation, and with respect to the method of levying such duties or charges, and with respect to all rules and formalities in connection with importation or exportation, any advantage, favor, privilege or immunity which has been or may hereafter be granted by the United States of America or the Republic of Haiti to any article originating in or destined for any third country, shall be accorded immediately and unconditionally to the like article originating in or destined for the Republic of Haiti or the United States of America, respectively.

Without prejudice to the provisions of Article VI of this Agreement, neither the United States of America nor the Republic of Haiti shall establish any prohibition or maintain any restriction on imports from the territory of the other country which is not applied to the importation of any like article originating in any third country.

Without prejudice to the provisions of Article VI of this Agreement, any abolition of an import prohibition or restriction which may be granted even temporarily by the United States of America or the Republic of Haiti in favor of an article of a third country shall be applied immediately and un-

conditionally to the like article originating in the territory of the Republic of Haiti or the United States of America, respectively.

In the event of rations or quotas being established by the United States of America or the Republic of Haiti for the importation of any article restricted or prohibited, it is agreed, without prejudice to the provisions of Article VI, that in the allocation of the quantity of restricted goods which may be authorized for importation, the other country will be granted a share equivalent to the proportion of the trade which it enjoyed in a previous representative period.

If either the United States of America or the Republic of Haiti establishes or maintains any system of control of foreign exchange or enters directly or indirectly into any arrangement which affects in fact the provision of foreign exchange or the regulation or control of the transfer or disposition of means of payment, or employs any other system of control or any other arrangement with respect to the settlement of international obligations, any advantage, favor, privilege, or immunity which may be granted in connection with any such system or arrangement or the administration thereof to the nationals or commerce of any third country shall be accorded immediately and unconditionally to the nationals or commerce of the Republic of Haiti or the United States of America, respectively.

The advantages now accorded or which may hereafter be accorded by the United States of America or the Republic of Haiti to adjacent countries in order to facilitate frontier traffic, and advantages resulting from a customs union to which either the United States of America or the Republic of Haiti may become a party, shall be excepted from the operation of this Agreement.

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

Unless otherwise specifically provided in this Agreement, the provisions thereof shall not be construed to apply to police or sanitary regulations; and nothing in this Agreement shall be construed to prevent the adoption of measures prohibiting or restricting the exportation of gold or silver.

ARTICLE VIII

Laws, regulations of administrative authorities and decisions of administrative or judicial authorities of the United States of America and the Republic of Haiti, respectively, pertaining to the classification of articles for customs

purposes or to rates of duty shall be published promptly in such a manner as to enable traders to become acquainted with them. Such laws, regulations and decisions shall be applied uniformly at all ports of the respective country, except as otherwise specifically provided in statutes of the United States of America relating to articles imported into Puerto Rico.

No administrative ruling by the United States of America or the Republic of Haiti effecting advances in rates of duties or charges applicable under an established and uniform practice to imports originating in the territory of the other country, or imposing any new requirement with respect to such importations, shall be effective retroactively or with respect to articles either entered for or withdrawn for consumption prior to the expiration of thirty days after the date of publication of notice of such ruling in the usual official manner. The provisions of this paragraph do not apply to administrative orders imposing anti-dumping duties, or relating to regulations for the protection of human, animal, or plant life, or relating to public safety, or giving effect to judicial decisions.

ARTICLE IX

The United States of America and the Republic of Haiti retain the right to apply such measures as they respectively may see fit with respect to the control of the export or sale for export of arms, munitions, or implements of war, and, in exceptional circumstances, of other material needed in war.

ARTICLE X

Greater than nominal penalties will not be imposed in the United States of America or in the Republic of Haiti upon importations of articles the growth, produce or manufacture of the other country because of errors in documentation which the importer or other party in interest can establish to the satisfaction of the customs authorities to have been clerical in origin or to have been made in good faith.

The Government of each country will accord sympathetic consideration to, and when requested will afford adequate opportunity for consultation regarding, such representations as the other Government may make with respect to the operation of customs regulations, quantitative restrictions or the administration thereof, the observance of customs formalities, and the application of sanitary laws and regulations for the protection of human, animal, or plant life.

ARTICLE XI

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

Subject to the reservations set forth in Article VII, the provisions of that Article shall apply to articles the growth, produce or manufacture of any area under the sovereignty or authority of the United States of America or the Republic of Haiti imported from or exported to any area under the sovereignty or authority of the other country. It is understood, however, that the provisions of this paragraph do not apply to the Panama Canal Zone.

ARTICLE XII

The present Agreement shall, from the date on which it comes into force, supplant the agreement by exchange of notes signed by the United States of America and the Republic of Haiti on July 8, 1926.⁷

ARTICLE XIII

On and after the day on which this Agreement comes into force, articles the growth, produce or manufacture of the United States of America and articles the growth, produce or manufacture of the Republic of Haiti previously imported into the other country shall be subject to the provisions of this Agreement, if entry therefor has not been made, or if they have been entered previously without payment of duty and under bond for warehousing, transportation, or any other purpose, and without any permit of delivery to the importer or to his agent having been issued: Provided, That when duties are based upon the weight of merchandise deposited in any public or private warehouse, the said duties shall, except as otherwise may specially be provided in the tariff laws of the respective countries in force on the day of signature of this Agreement, be levied and collected upon the weight of such merchandise at the time of its entry.

ARTICLE XIV

The present Agreement shall come into full force on the thirtieth day following proclamation thereof by the President of the United States of America and the President of the Republic of Haiti, or should the proclamations be issued on different days, on the thirtieth day following the date of the later in time of such proclamations, and shall remain in force for the term of three years thereafter. The Government of each country shall notify the Government of the other country of the date of its proclamation.

Unless at least six months before the expiration of the aforesaid term of three years the Government of either country shall have given to the other Government notice of intention to terminate the Agreement upon the expiration of the aforesaid term, the Agreement shall remain in force thereafter, until six months from such time as the Government of either country shall have given notice to the other Government.

⁷ TS 746, *ante*, p. 696.

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

Done in duplicate, in the English and French languages, both authentic, at the city of Washington, the 28th day of March in the year 1935.

For the President of the United States of America:

CORDELL HULL [SEAL]

For the President of the Republic of Haiti:

A. BLANCHET [SEAL]

[For schedules annexed to agreement, see 49 Stat. 3748 or p. 14 of EAS 78.]

FINANCES

*Agreement signed at Port-au-Prince January 13, 1938, supplementing
agreement of August 7, 1933*

Entered into force January 13, 1938; operative from January 1, 1938

Expired September 30, 1938

52 Stat. 1473; Executive Agreement Series 117

AGREEMENT BETWEEN THE UNITED STATES AND THE REPUBLIC OF HAITI

The undersigned plenipotentiaries, duly authorized by their respective Governments, have agreed upon the following Accord:

ARTICLE I

On and after January 1, 1938 and until and including September 30, 1938, all monies received by or for the Haitian Government shall be deposited in the National Bank of the Republic of Haiti to the credit of the Haitian Government with the exception of the five per centum of customs revenues foreseen in Article IX of the Accord of August 7, 1933,¹ and the amounts needed for payments connected with execution of the Loan Contracts which payments during the period mentioned shall consist of the amounts necessary to pay the interest on all outstanding bonds issued under the Loan Contracts of October 6, 1922 and May 26, 1925 and \$20,000.00 am. on account of the amounts required to be paid under such Loan Contracts for the amortization of the bonds which amounts shall be credited to the Fiscal Representative.

ARTICLE II

The provisions of the first sentence of Article XI and the first and last sentences of Article XVI of the Accord of August 7, 1933, to the extent and only to the extent that they may be inconsistent with the provisions of Article I of this Accord, shall be suspended so long as this Accord remains in effect.

Signed at Port-au-Prince, in duplicita, in the English and French languages, this 13 day of January nineteen hundred and thirty-eight.

FERDINAND LATHROP MAYER

[SEAL]

LÉON ALFRED

[SEAL]

¹ EAS 46, *ante*, p. 703.

FINANCES

Executive agreement signed at Port-au-Prince July 1, 1938, supplementing agreement of August 7, 1933

Entered into force October 1, 1938

Expired September 30, 1939

53 Stat. 1923; Executive Agreement Series 128

SUPPLEMENTARY EXECUTIVE AGREEMENT BETWEEN THE UNITED STATES AND THE REPUBLIC OF HAITI

The undersigned plenipotentiaries, duly authorized by their respective Governments, have agreed upon the following Supplementary Executive Agreement:

ARTICLE I

On and after October 1, 1938 and until and including September 30, 1939, all moneys received by or for the Haitian Government shall be deposited in the National Bank of the Republic of Haiti to the credit of the Haitian Government with the exception of the five per centum of customs revenues foreseen in Article IX of the Accord of August 7, 1933,¹ and the amounts needed for payments connected with execution of the Loan Contracts which payments during the period mentioned shall consist of the amounts necessary to pay the interest on all outstanding bonds issued under the Loan Contracts of October 6, 1922 and May 26, 1925 and \$20,000 on account of the amounts required to be paid under such Loan Contracts for the amortization of the bonds which amounts shall be credited to the Fiscal Representative.

ARTICLE II

The provisions of the first sentence of Article XI and the first and last sentences of Article XVI of the Accord of August 7, 1933, to the extent and only to the extent that they may be inconsistent with the provisions of Article I of this Accord, shall be suspended so long as this Supplementary Executive Agreement remains in effect.

Signed at Port-au-Prince, in duplicita, in the English and French languages, this 1st day of July nineteen hundred and thirty-eight.

FERDINAND LATHROP MAYER

[SEAL]

GEORGES N. LÉGER

[SEAL]

¹ EAS, 46, *ante*, p. 703.

FINANCES

Executive agreement signed at Port-au-Prince July 8, 1939, supplementing agreement of August 7, 1933

Entered into force October 1, 1939

Expired September 30, 1940

53 Stat. 2402; Executive Agreement Series 150

SUPPLEMENTARY EXECUTIVE AGREEMENT BETWEEN THE UNITED STATES AND THE REPUBLIC OF HAITI

The undersigned plenipotentiaries, duly authorized by their respective Governments, have agreed upon the following Supplementary Executive Agreement:

ARTICLE I

On and after October 1, 1939 and until and including September 30, 1940, all monies received by or for the Haitian Government shall be deposited in the National Bank of the Republic of Haiti to the credit of the Haitian Government with the exception of the following sums which will be deposited to the credit of the Fiscal Representative: 1. the five per centum of customs revenues foreseen in Article IX of the Accord of August 7, 1933,¹ and 2. the amounts needed for payments connected with execution of the Loan Contracts which payments during the period mentioned shall consist of: (a) the amounts necessary to pay the interest on all outstanding bonds issued under the Loan Contracts of October 6, 1922 and May 26, 1925 and: (b) \$20,000.00 am. on account of the amounts required to be paid under such Loan Contracts for the amortization of the bonds and 3. all additional receipts which the Haitian Government will collect during the fiscal year 1939-1940 over and above the amount carried in the budget 1938-39 and over and above all other amounts which may be deemed necessary by the Secretary of State for Finance in accord with the Fiscal Representative, to be expended as extraordinary appropriations to meet serious emergencies.

ARTICLE II

The provisions of the first sentence of Article XI and the first and last sentences of Article XVI of the Accord of August 7, 1933, to the extent and

¹ EAS 46, *ante*, p. 703.

only to the extent that they may be inconsistent with the provisions of Article I of this Accord, shall be suspended so long as this Supplementary Executive Agreement remains in effect.

Signed at Port-au-Prince, in duplicita, in the English and French languages, this 8th day of July nineteen hundred and thirty-nine.

FERDINAND L. MAYER [SEAL]
LÉON LALEAU [SEAL]

FINANCES

*Executive agreement signed at Port-au-Prince September 27, 1940,
supplementing agreement of August 7, 1933*

Entered into force October 1, 1940

Modified and extended by agreement of September 30, 1941¹

54 Stat. 2411; Executive Agreement Series 183

SUPPLEMENTARY EXECUTIVE AGREEMENT BETWEEN THE UNITED STATES AND THE REPUBLIC OF HAITI

The undersigned plenipotentiaries, duly authorized by their respective Governments, have agreed upon the following Supplementary Executive Agreement:

ARTICLE I

On and after October 1, 1940 and until and including September 30, 1941, all monies received by or for the Haitian Government shall be deposited in the National Bank of the Republic of Haiti to the credit of the Haitian Government with the exception of the following sums which will be deposited to the credit of the Fiscal Representative: 1. the five per centum of customs revenues foreseen in Article IX of the Accord of August 7, 1933² and 2. the amounts needed for payments connected with execution of the Loan Contracts which payments during the period mentioned shall consist of the amounts necessary to pay the interest on all outstanding bonds issued under the Loan Contracts of October 6, 1922 and May 26, 1925, and 3. all additional receipts which the Haitian Government will collect during the fiscal year 1940-1941 over and above the amount carried in the budget 1938-1939 and over and above all other amounts which may be deemed necessary by the Secretary of State for Finance in accord with the Fiscal Representative, to be expended as extraordinary appropriations to meet serious emergencies.

ARTICLE II

The provisions of the first sentence of Article XI and the first and last sentences of Article XVI of the Accord of August 7, 1933, to the extent and only to the extent that they may be inconsistent with the provisions of Article

¹ EAS 224, *post*, p. 751.

² EAS 46, *ante*, p. 703.

I of this Accord, shall be suspended so long as this Supplementary Executive Agreement remains in effect.

Signed at Port-au-Prince, in duplicita, in the English and French languages, this 27 day of September nineteen hundred and forty.

EDWARD J. SPARKS [SEAL]
LÉON LALEAU [SEAL]

FINANCES

*Executive agreement signed at Port-au-Prince February 13, 1941,
supplementing agreement of August 7, 1933
Entered into force February 1, 1941
Expired September 30, 1941*

55 Stat. 1223; Executive Agreement Series 201

SUPPLEMENTARY EXECUTIVE AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE REPUBLIC OF HAITI

The undersigned plenipotentiaries, duly authorized by their respective governments, have agreed upon the following Executive Agreement supplementary to the Agreement between the United States of America and the Republic of Haiti, signed at Port-au-Prince on August 7, 1933: ¹

Article 1. On and after February 1, 1941, and until and including September 30, 1941, all monies received by or for the Haitian Government shall be deposited in the National Bank of the Republic of Haiti to the credit of the Haitian Government with the exception of the following sums which will be deposited to the credit of the Fiscal Representative:

1. The five per centum of customs revenues foreseen in Article 9 of the Accord of August 7, 1933, and
2. The amounts needed to pay two-thirds of the sums due and payable on the coupons maturing April 1, 1941, and October 1, 1941, on all outstanding bonds issued under the loan contracts of October 6, 1922, and May 26, 1925, which amounts shall be credited to the Fiscal Representative.

Signed at Port-au-Prince, in duplicita, in the English and French languages, this 13 day of February nineteen hundred and forty-one.

EDWARD J. SPARKS [SEAL]
FERNAND DENNIS [SEAL]

¹ EAS 46, *ante*, p. 703.

MILITARY MISSION

Agreement signed at Port-au-Prince May 23, 1941

Entered into force May 23, 1941

Expired May 23, 1945

55 Stat. 1295; Executive Agreement Series 213

AGREEMENT BETWEEN THE GOVERNMENTS OF THE UNITED STATES OF AMERICA AND HAITI

In conformity with the request of the Minister of Haiti in Washington, D.C. to the Secretary of State of the United States of America, the President of the United States of America has authorized the appointment of officers of the Army of the United States of America to serve in the Republic of Haiti under the conditions specified below.

TITLE I

Purpose and Duration

ARTICLE 1—The purpose of this Mission is to cooperate with the President of Haiti, the Chief of Staff of the Garde d'Haiti and with the personnel of the Garde d'Haiti with a view to enhancing the efficiency of the Garde d'Haiti.

ARTICLE 2—This Mission shall continue for a period of four years from the date of the signing of this Agreement by the accredited representatives of the Governments of the United States of America and Haiti, unless sooner terminated or extended as hereinafter provided. Any member may be detached by the United States Government after the expiration of two years' service, in which case another member will be furnished in replacement.

ARTICLE 3—If the Government of Haiti should desire that the services of the Mission be extended beyond the period stipulated, a proposal to that effect shall be made in writing six months before the expiration of this Agreement.

ARTICLE 4—This Agreement may be terminated prior to the expiration of the period of four years prescribed in Article 2, or prior to the expiration of the extension authorized in Article 3, in the following manner:

(a) By the decision of either Government subject to three months' notice in writing to the other Government;

(b) By the recall of the entire personnel of the Mission by the United States in the public interest of the United States, without compliance with (a).

ARTICLE 5—This Agreement is subject to cancellation upon the initiative of either Haiti or the United States in case either Government becomes involved in domestic or foreign hostilities.

TITLE II

Composition and Personnel

ARTICLE 1—This Mission shall consist of such personnel of the United States Army as may be agreed upon by the President of Haiti through the authorized representative of Haiti in Washington and by the War Department of the United States.

ARTICLE 2—United States Army personnel now serving in Haiti on individual contracts with the Haitian Government may continue their services in accordance with the terms of this Agreement, effective from the date on which it is signed by the duly authorized representatives of the Governments of Haiti and of the United States. The service of such personnel on individual contracts shall count as service under this Agreement for all purposes the enjoyment of which or the exercise of which requires not less than two years' service with the Mission.

TITLE III

Duties, Rank and Precedence

ARTICLE 1—The personnel of the Mission shall perform such duties as may be agreed upon between the President of Haiti and the Chief of Mission.

ARTICLE 2—The members of the Mission shall be responsible solely to the President of Haiti through the Chief of Mission.

ARTICLE 3—Each member of the Mission shall serve on the Mission with the rank he holds in the United States Army, and wear the uniform thereof, but shall take precedence over all Haitian officers of the same rank.

ARTICLE 4—Each member of the Mission shall be entitled to all the benefits which the Garde d'Haiti regulations provide for officers and enlisted personnel of corresponding rank of the Garde d'Haiti.

ARTICLE 5—The personnel of the Mission shall be governed by the disciplinary regulations of the United States Army.

TITLE IV

Compensation and Perquisites

ARTICLE 1—Members of the Mission shall receive from the Government of Haiti such net annual compensation expressed in United States currency as may be agreed upon for each individual member between the Govern-

ments of the United States of America and Haiti. The said compensation shall be paid in twelve (12) equal monthly installments, each due and payable on the last day of the month. Payment may be made in Haitian national currency and when so made shall be computed at the highest value of the dollar at the free market rate of exchange in Port-au-Prince on the day on which due. Payments made outside of Haiti shall be in the national currency of the United States of America and in the amounts agreed upon as indicated above. The said compensation shall not be subject to any Haitian tax, or to tax by any political subdivision of Haiti, that is now or shall hereafter be in effect. Should there, however, at present or during the life of this Agreement be any taxes that might affect the said salaries, such taxes shall be borne by the Haitian Government, in order to comply with the provision stipulated above that the compensation agreed upon shall be net.

ARTICLE 2—The compensation agreed upon as indicated in the preceding Article shall commence upon the date of departure from New York of each member of the Mission, and, except as otherwise expressly provided herein, shall continue, following the termination of duty with the Mission, for the return voyage to New York and thereafter for the period of any accumulated leave which may be due.

ARTICLE 3—The compensation due for the period of the return voyage and accumulated leave shall be paid a detached member prior to his departure from Haiti, and such payment shall be computed for travel via the shortest usually traveled sea route regardless of the route and method of travel elected by the said detached member.

ARTICLE 4—Each member of the Mission and his family shall be furnished by the Government of Haiti with first-class accommodations for travel, via the shortest usually traveled sea route, required and performed under this Agreement, between New York and Port-au-Prince both for the outward and for the return voyage. The shipment of household effects, baggage, and automobile of each member of the Mission between New York and his residence in Haiti shall be made in the same manner by the Government of Haiti; this shall include all necessary expenses incident to unloading from the steamer in Haiti and packing and loading on board the steamer upon departure from Haiti. Transportation of such household effects, baggage, and automobile shall be effected in one shipment, and all subsequent shipments shall be at the expense of the respective members of the Mission except as otherwise provided herein, or when the result of circumstances beyond their control. Payment by the Government of Haiti of expenses for the transportation of families, household effects and automobiles, in the case of personnel who may join the Mission for temporary duty at the request of the President of Haiti, shall not be required under this Agreement; but these expenses shall be determined by negotiations between the United States

War Department and the authorized representative of the President of Haiti in Washington at such time as the detail of personnel for such temporary duty may be agreed upon.

ARTICLE 5—The Government of Haiti shall grant, upon request of the Chief of Mission, free entry for articles for the personal use of the members of the Mission and their families.

ARTICLE 6—If the services of any member of the Mission should be terminated by action of the Government of the United States of America, except in accordance with the provisions of Title I, Article 5, prior to the completion of two years' service, the provisions of Title IV, Article 4, shall not apply to the return voyage. If the services of any member of the Mission should terminate or be terminated prior to the completion of two years' service for any other reason, including those set forth in Title I, Article 5, he shall receive from the Government of Haiti all the compensations, emoluments, and perquisites as if he had completed two years' service, but the annual salary shall terminate as provided by Title IV, Article 2. But should the Government of the United States of America detach any member for breach of discipline, no cost of the return to the United States of such member, his family, household effects, baggage or automobile shall be borne by the Government of Haiti.

ARTICLE 7—Compensation for transportation and traveling expenses in Haiti on Haitian official business shall be provided by the Government of Haiti in accordance with Title III, Article 4.

ARTICLE 8—Suitable office space and facilities shall be made available for the use of the members of the Mission.

ARTICLE 9—If any member of the Mission, or any of his family, dies in Haiti, the Government of Haiti shall have the body transported to such place in the United States of America as the surviving members of the family may decide, but the cost to the Government of Haiti shall not exceed the cost of transporting the remains from the place of decease to New York City. Should the deceased be a member of the Mission, his services with the Mission shall be considered to have terminated fifteen (15) days after his death. Return transportation to New York City for the family of the deceased member and for their baggage, household effects and automobile shall be provided as prescribed in Title IV, Article 4. All compensation due the deceased member, including salary for fifteen (15) days subsequent to his death, and reimbursement for expenses and transportation due the deceased member for travel performed on Haitian official business, shall be paid to the widow of the deceased member or to any other person who may have been designated by the deceased while serving under the terms of this Agreement; but such widow or other person shall not be compensated for accrued leave due and not taken by the deceased. All compensations due the widow, or other person

designated by the deceased, under the provisions of this Article, shall be paid within fifteen (15) days of the decease of the said member.

TITLE V

Requisites and Conditions

ARTICLE 1—So long as this Agreement, or any extension thereof, is in effect, the Government of Haiti shall not engage the services of any personnel of any other foreign government for duties of any nature connected with the Garde d'Haiti, except by mutual agreement between the Governments of the United States and Haiti.

ARTICLE 2—Each member of the Mission shall agree not to divulge or by any means disclose to any foreign government or person whatsoever any secret or confidential matter of which he may become cognizant in his capacity as a member of the Mission. This requirement shall continue to be binding after termination of duty with the Mission and after the expiration or cancellation of this Agreement or any extension thereof.

ARTICLE 3—Throughout this Agreement the term "family" shall be construed as meaning wife and dependent children.

ARTICLE 4—Each member of the Mission shall be entitled to one month's annual leave with pay, or to a proportional part thereof with pay for any fractional part of a year. Unused portions of said leave shall be cumulative from year to year during service as a member of the Mission.

ARTICLE 5—The leave cited in the preceding Article may be spent in Haiti, the United States or in other countries. All travel time, involved in taking such leave, including sea travel, shall count as leave and shall not be in addition to that authorized in the preceding Article.

ARTICLE 6—The Government of Haiti agrees to grant the leave specified in Article 4 of this Title upon receipt of written application approved, with due consideration for the convenience of the Government of Haiti, by the Chief of Mission.

ARTICLE 7—Except when otherwise mutually agreed upon in advance by the respective Governments, a member of the Mission may not terminate his duties with the Mission before the arrival in Haiti of his replacement.

ARTICLE 8—Suitable medical attention shall be furnished by the Government of Haiti to members of the Mission and their families. In case a member of the Mission becomes ill or suffers injury, he shall, at the discretion of the Chief of Mission, be placed in such hospital as the Chief of Mission deems suitable, after consultation with the Garde d'Haiti authorities, and all expenses incurred as the result of such illness or injury while the patient is a member of the Mission and remains in Haiti shall be paid by the Government of Haiti. If the hospitalized member is a commissioned officer, he shall pay his cost of subsistence, but if an enlisted man the cost of subsistence shall be paid by the Haitian Government. Families shall enjoy the same privileges

agreed upon in this Article for members of the Mission, except that a member of the Mission shall in all cases pay the cost of subsistence incident to hospitalization of a member of his family except as may be provided by Title III, Article 4.

ARTICLE 9—Any member unable to perform his duties with the Mission by reason of long continued physical disability shall be replaced.

IN WITNESS WHEREOF, the undersigned, duly authorized thereto, have signed this Agreement in duplicate in the English and French languages, at Port-au-Prince, Republic of Haiti this twenty-third day of May nineteen hundred and forty-one.

J. C. WHITE [SEAL]

Minister of the United States of America

FOMBRUN [SEAL]

Secrétaire d'Etat des Relations Extérieures

EXCHANGE OF PUBLICATIONS

*Exchange of notes at Port-au-Prince May 29 and June 5, 1941
Entered into force May 29, 1941*

55 Stat. 1278; Executive Agreement Series 210

The American Minister to the Secretary of State for Foreign Affairs

LEGATION OF THE
UNITED STATES OF AMERICA
Port-au-Prince, Haiti, May 29, 1941

No. 59

EXCELLENCY:

I have the honor to refer to the note of Your Excellency's predecessor of April 2, 1941, with regard to the exchange of official publications by the United States of America and the Republic of Haiti.

It gives me pleasure to inform Your Excellency that my Government will be glad to undertake an exchange of official publications with the Government of Haiti which shall be carried out in accordance with the following provisions:

1. The official exchange offices for the transmission of publications shall be, on the part of the United States of America, the Smithsonian Institution; and on the part of Haiti, the Bibliothèque Nationale de Port-au-Prince.
2. The publications exchanged shall be received on behalf of the United States of America by the Library of Congress; and on behalf of Haiti by the Bibliothèque Nationale de Port-au-Prince.
3. The Government of the United States of America shall furnish regularly one copy of each of the publications included in the attached List No. 1.
4. The Government of Haiti shall furnish regularly one copy of each of the official publications included on the attached List No. 2.
5. Each party to the agreement shall bear the postal, railroad, steamship, and other charges arising in its own country.
6. Both parties express their willingness as far as possible to expedite shipments.
7. This agreement shall not be understood to modify any agreements concerning the exchange of official publications which may be in effect between departments or instrumentalities of the two Governments.

Since the note of the Minister for Foreign Affairs of April 2, 1941, expresses the approval of the Government of Haiti of the foregoing procedure,

my Government will, upon the receipt of a corresponding note from Your Excellency, consider the agreement concluded and in effect from May 29, 1941.

Accept, Excellency, the renewed assurance of my highest esteem and most distinguished consideration.

J. C. WHITE

His Excellency

CHARLES FOMBRUN,

Secretary of State for Foreign Affairs.

The Secretary of State for Foreign Affairs to the American Minister

[TRANSLATION]

PORT-AU-PRINCE, June 5, 1941

MR. MINISTER:

I have the honor to acknowledge receipt of Your Excellency's note no. 59 of May 29 last, by which you were good enough to inform me that the Government of the United States of America will be glad to undertake an exchange of certain official publications with the Government of Haiti and to conclude an agreement for this purpose.

On this occasion it is a pleasure for me to advise Your Excellency that the Haitian Government agrees to the exchange of publications between our two Governments, as proposed by the Government of the United States in the above-mentioned note.

This exchange shall be effected in accordance with the following provisions:

[For text of provisions, see numbered paragraphs of U.S. note, above.]

I have the pleasure of adding, Mr. Minister, that this agreement, concluded in the above terms, is considered definitive as of the date of May 29 last, in accordance with Your Excellency's wish.

I avail myself of this occasion to express to Your Excellency the assurances of my high consideration.

FOMBRUN

His Excellency

JOHN CAMPBELL WHITE,

*E. E. and Minister Plenipotentiary
of the United States of America,
Port-au-Prince.*

LIST NO. 1

OFFICIAL PUBLICATIONS TO BE FURNISHED REGULARLY BY THE GOVERNMENT OF THE UNITED STATES OF AMERICA**CONGRESS OF THE UNITED STATES**

House Journal
Senate Journal
Code of Laws and Supplements

PRESIDENT OF THE UNITED STATES

Annual messages to Congress

DEPARTMENT OF AGRICULTURE

Annual Report of the Secretary of Agriculture
Farmers' Bulletins
Yearbook

DEPARTMENT OF COMMERCE

Annual Report of the Secretary of Commerce
Bureau of the Census
Reports
Abstracts
Statistical Abstract of the United States (annual)
Bureau of Foreign and Domestic Commerce
Foreign Commerce (weekly)
Foreign Commerce and Navigation of the United States (annual)
Survey of Current Business (monthly)
Trade Information Bulletins
National Bureau of Standards
Technical News Bulletin
Weather Bureau
Monthly Weather Review

DEPARTMENT OF JUSTICE

Annual Report of the Attorney General

DEPARTMENT OF LABOR

Annual Report of the Secretary of Labor
Bureau of Labor Statistics
Bulletins
Monthly Labor Review

DEPARTMENT OF STATE

Department of State Bulletin
Inter-American Series
Foreign Relations of the United States (annual)
Statutes at Large
Treaty Series

DEPARTMENT OF THE INTERIOR

Annual Report of the Secretary of the Interior
Fish and Wild Life Service
Bulletins
Investigational Reports
Bureau of Mines
Minerals Yearbook
Bureau of Reclamation
New Reclamation Era (monthly)
National Park Service
General Publications

DISTRICT OF COLUMBIA

Annual Report of the Government of the District of Columbia
Annual Report of the Public Utilities Commission

FEDERAL SECURITY AGENCY

- Office of Education*
School Life (monthly)
Public Health Service
Public Health Reports (weekly)
Social Security Board
Social Security Bulletin (monthly)

FEDERAL WORKS AGENCY

- Public Roads Administration*
Public Roads (monthly)

INTERSTATE COMMERCE COMMISSION

- Annual Report

LIBRARY OF CONGRESS

- Annual Report of the Librarian of Congress

NATIONAL ADVISORY COMMITTEE FOR AERONAUTICS

- Annual Report with technical reports

NATIONAL ARCHIVES

- Annual Report

NAVY DEPARTMENT

- Annual Report of the Secretary of the Navy
Nautical Almanac Office
American Ephemeris and Nautical Almanac

POST OFFICE DEPARTMENT

- Annual Report of the Postmaster General

SMITHSONIAN INSTITUTION

- Annual Report

TREASURY DEPARTMENT

- Annual Report on the State of the Finances
Bureau of Internal Revenue
Annual Report of the Commissioner
Bureau of the Mint
Annual Report of the Director
Comptroller of Currency
Annual Report

WAR DEPARTMENT

- Annual Report

LIST NO. 2

OFFICIAL PUBLICATIONS TO BE FURNISHED REGULARLY BY THE GOVERNMENT OF HAITI

Exposé général de la situation

Moniteur

Corps Légitif

Actes du Corps Légitif

Département des Relations Extérieures

Documents diplomatiques

Département des Finances

Budget général

Comptes généraux

Banque Nationale de la République

Service des douanes

Administration générale des contributions

Département du Commerce

Administration générale des postes

Département de l'Intérieur**Service national d'hygiène et d'assistance publique***Bulletin du Service**Rapport trimestriel***Garde d'Haiti****Ecole militaire****Département des Travaux Publics****Direction générale des Travaux publics***Bulletin hydrographique***Département de la Justice***Bulletin des lois et actes**Bulletin des arrêts du Tribunal de Cassation***Département de l'Agriculture et du Travail****Service national de la production agricole et de l'enseignement rural***Bulletin***Département de l'Instruction Publique***Bulletin officiel du Département de l'Instruction Publique***Direction général de l'Enseignement Urbain****Ecole Nationale des Arts et Métiers****Ecole Normale d'Institutrices****Ecole Nationale de Droit****Département des Cultes.**

FINANCES

Executive agreement and exchange of notes signed at Port-au-Prince September 13, 1941; exchange of notes at Port-au-Prince September 30, and October 1, 1941

Entered into force October 1, 1941

Terminated October 1, 1947, upon fulfillment of its terms

55 Stat. 1348; Executive Agreement Series 220

EXECUTIVE AGREEMENT TO REPLACE THE ACCORD OF AUGUST 7, 1933

Whereas the Government of the United States of America and the Government of the Republic of Haiti are both desirous of maintaining the friendly relations existing between the two countries and to that end of concluding an agreement establishing those relations upon a firm basis of mutual understanding and cooperation, the undersigned Plenipotentiaries, duly authorized by their respective Governments, have agreed upon the following Articles:

ARTICLE I

On the date on which the present agreement enters into effect, the offices of Fiscal Representative and Deputy Fiscal Representative, as provided for in Article VII of the Accord of August 7, 1933¹ shall be abolished.

All property and funds belonging to or in the custody of the Fiscal Representative or Deputy Fiscal Representative shall on that day be transferred to the National Bank of the Republic of Haiti as depository for the Government of the Republic of Haiti.

No claims shall be advanced by either Government against the other Government on account of any act of the Fiscal Representative, the Deputy Fiscal Representative or any of their employees.

ARTICLE II

The National Bank of the Republic of Haiti shall have fiscal functions as defined in this agreement, as well as the usual commercial operations of a national bank, and shall be the sole depository of all revenues and public funds of whatsoever nature of the Government of Haiti. These funds shall consist of revenues, customs, duties, excises, fees, fines, imposts, charges, levies

¹ EAS 46, *ante*, p. 704.

or any other kind of income, receipts or funds which belong to and are under the control of the national Government of the Republic of Haiti. It is understood that these revenues and public funds will include funds under the control of the Government of Haiti which, under existing laws, and those which may be made in future, are collected or expended on behalf of the Haitian communes; a separate account of revenues and expenditures shall be kept for each commune by the National Bank of the Republic of Haiti.

The assets of the National Bank of the Republic of Haiti shall not be alienated nor shall its investments be disposed of except with the approval of the Board of Directors.

The Bank shall have all administrative powers necessary to carry out its functions under this agreement.

ARTICLE III

The National Bank of the Republic of Haiti shall be reorganized with a Board of Directors consisting of an Honorary President and six voting members. The Haitian Minister of Finance or, in his absence, the Acting Minister of Finance, shall be ex officio the Honorary President. Three of the voting members are always to be citizens of the Republic of Haiti. The other three voting members are always to be citizens of the United States of America. Decisions of the Board of Directors shall require a majority vote of the voting members of the Board. The President of the Republic of Haiti shall appoint the Haitian members of the Board of Directors; the citizens of the United States of America who are members of the Board shall be chosen by mutual agreement of the two Governments. All of the voting members of the Board shall hold office for a period of five years and shall not be removed except for cause. Vacancies on the Board of Directors shall be filled in the same manner as the original appointments.

There shall be two co-Presidents of the Board of Directors of the Bank. One of these, the Haitian Minister of Finance, shall act as Honorary President, as indicated above, and shall preside over the meetings of the Board of Directors, and may be one of the three Haitian voting members. The other Co-President shall be one of the three citizens of the United States of America. It shall be his duty to represent the holders of the bonds of 1922 and 1923 and to coordinate and direct the functions and activities of the two Vice Presidents, who shall be elected by the Board of Directors of the Bank, and who may be members of the Board. One of the Vice Presidents shall be charged with supervising and carrying out the commercial operations of the Bank, and the other shall be charged with supervising and carrying out the fiscal functions of the Bank, under the immediate direction of the President who shall be responsible for such work.

Any voting member of the Board of Directors of the Bank who is unable to attend a meeting of the Board may give a proxy to any other member of the Board of Directors.

The Board of Directors shall exercise with respect to the fiscal functions of the Bank the powers hereinafter set forth. The fiscal functions of the Bank shall be undertaken by a Fiscal Department to be operated in accordance with the regulations issued by the Board of Directors pursuant to such powers.

The Board of Directors shall continue to exercise with respect to all other functions of the Bank the powers set forth in the charter and by-laws of the Bank.

ARTICLE IV

The Board of Directors of the National Bank of the Republic of Haiti shall be charged with the responsibility for:

- (a) the formulation of the Haitian budget in the manner described in Article V of this agreement, and in accordance with the existing budgetary laws of the Republic of Haiti, which are to remain in effect except so far as they are modified to conform with this agreement;
- (b) the accounting for and disbursing of the funds of the Government of Haiti;
- (c) the collection of all customs revenues;
- (d) the supervision and inspection of the collection of all revenues as defined in Article II, other than customs revenues;
- (e) establishing the regulations and the administration, under such legislation as may be necessary, for the handling of the revenues of the various communes. These regulations or laws shall authorize the collection of communal revenues by the regular internal revenue collectors; disbursements on behalf of the communes shall be made by the National Bank of the Republic of Haiti; the budgets of revenues and expenditures of the communes shall be prepared and approved by the Government of the Republic of Haiti in agreement with the National Bank of the Republic of Haiti; the municipal services performed by, or in behalf of the communes, shall be paid, so far as it is possible, from the communal revenues.

ARTICLE V

Each year, as soon after January 1 as may be practicable but not later than March 1, the Haitian budget of income and expenditures shall be presented to the Legislature of the Republic by the Government of the Republic. Such budget shall be prepared cooperatively by the Government of the Republic and by the National Bank of the Republic of Haiti as follows:

- (a) the Board of Directors of the National Bank shall estimate the expected revenues; shall estimate the global expenditures which can be anticipated to be made within the revenues available; shall suggest limits within which the various ministries, including the Garde d'Haiti, shall operate, and shall fix by agreement with the Government of Haiti the expenditures which are necessary for the operation of the Bank in its fiscal functions; and

(b) the Government of the Republic shall estimate in detail the expenditures envisaged for each of the various ministries, including the Garde d'Haiti, within the limits suggested by the Board of Directors of the National Bank.

ARTICLE VI

The National Bank of the Republic of Haiti, as the sole depository of all revenues as defined in Article II, shall have the power and duty of receiving in the first instance all the receipts of the Government and all payments made in favor thereof, and to set aside in preference to any other expenses the sums necessary for the service of the 1922 and 1923 bonds, and, as the duly constituted agent of the Government, to make all the payments required by the loan contracts.

During the first ten days of each calendar month the representative of the holders of the bonds of 1922 and 1923 who shall be, in accordance with Article III, a member of the Board of Directors of the National Bank of the Republic of Haiti, shall receive from the said Bank the sums necessary to cover monthly payments as follows:

(1) The payment of $\frac{1}{12}$ of the annual interest charges of all the outstanding bonds of the external debt of 1922 and 1923;

(2) The payment of $\frac{1}{12}$ of the annual amounts designated for the amortization of said bonds, including the interest of all the bonds which are or may be retained in the sinking fund.

The annual interest charges and the amounts of amortization shall be computed and effected in accordance with the loan contracts dated October 6, 1922, and May 26, 1925, with the National City Company and the National City Bank of New York, authorized by the Haitian Law of June 26, 1922, as modified by the Accord signed at Port-au-Prince by the representatives of the Governments of the United States of America and the Republic of Haiti on August 7, 1933, and as further modified by the agreements signed on January 13, 1938,² July 1, 1938,³ July 8, 1939,⁴ September 27, 1940⁵ and February 13, 1941.⁶

No disbursement of funds of the Government of Haiti shall be made by the National Bank of the Republic of Haiti until an allotment has been made to satisfy the above provisions and, in addition, to make the payment of $\frac{1}{12}$ of the annual amount agreed upon between the Government of Haiti and the National Bank of the Republic of Haiti as compensation for the services of the said Bank, or in the absence of any such agreement, $\frac{1}{12}$ of the annual amount last agreed upon. After setting aside those funds which are con-

² EAS 117, *ante*, p. 721.

³ EAS 128, *ante*, p. 722.

⁴ EAS 150, *ante*, p. 723.

⁵ EAS 183, *ante*, p. 725.

⁶ EAS 201, *ante*, p. 727.

sidered necessary by the Board of Directors of the National Bank of the Republic of Haiti to establish appropriate reserves during a given fiscal year in anticipation of seasonal variations in revenues and expenditures, to make the payments envisaged in Articles VI and VIII hereof, and for other similar purposes, any surplus funds will be held at the disposal of the Government of Haiti for necessary public expenditures in accordance with the approved budget.

ARTICLE VII

The Government of the Republic of Haiti declares that the interest and amortization service of the bonds of the external debt of 1922 and 1923 constitute an irrevocable first lien upon all its revenues as defined in Article II. It is understood that the communal revenues specified in Article 2 [II] shall not be included in the provision of this clause.

Until the complete amortization of the whole amount of the bonds of the external debt of 1922 and 1923 of the Government of Haiti, the public debt of the Republic of Haiti shall not be increased except by previous agreement between the Governments of the United States of America and the Republic of Haiti.

ARTICLE VIII

In case the total collections of all the revenues as defined in Article II, exclusive of communal revenues, should in any fiscal year exceed the equivalent of \$7,000,000 in currency of the United States of America, there shall be applied to the sinking fund for the redemption of bonds of the external debt of 1922 and 1923, 10 per cent of the excess above \$7,000,000 but less than \$8,000,000 and in addition 5 percent of all sums exceeding \$8,000,000.

ARTICLE IX

The system of deposit and disbursing of all revenues, as defined in Article II, of the Government of Haiti shall be carried out in accordance with Haitian laws relating to accounting methods and financial regulations now governing such matters which shall not be modified during the life of this agreement without the previous consent of both Governments.

The Government of Haiti agrees to enact and to maintain in effect the legislation and executive and administrative regulations necessary to put this and other articles of the present agreement into effect.

ARTICLE X

Any controversy which may arise between the Government of the United States of America and the Government of Haiti in relation to the interpretation or execution of the provisions of the present agreement shall, if possible, be settled through diplomatic channels. Upon notification by either the Government of the United States of America or the Government of Haiti that, in its opinion, possibilities of settlement by this means have been ex-

hausted, such controversies shall be settled in accordance with the procedure stipulated in the Inter-American Arbitration Convention signed at Washington January 5, 1929,⁷ notwithstanding the provisions of Article 2 (a) thereof.

ARTICLE XI

The Accord signed by representatives of the Governments of the United States of America and the Republic of Haiti on August 7, 1933, shall cease to have effect when the present agreement shall enter into force, provided, however, that the Accord of August 7, 1933 shall continue in full force and effect until the two Governments agree that there have been adopted and put into operation the measures necessary for the execution of the present agreement.

The present agreement shall continue in full force and effect during the existence of the outstanding external bonds of 1922 and 1923. After the redemption of the said bonds, the provisions of this agreement shall automatically cease to have effect.

In witness whereof the respective Plenipotentiaries have signed at Port-au-Prince the present agreement in duplicate in the English and French languages, both texts being equally authoritative, and have hereunto affixed their seals.

Done in the City of Port-au-Prince the 13th day of September nineteen hundred and forty-one.

For the Government of the United States of America:

J. C. WHITE [SEAL]
*Envoy Extraordinary and Minister
 Plenipotentiary of the United States
 of America to the Republic of Haiti*

For the Government of Haiti:

FOMBRUN [SEAL]
*Ministre des Relations Extérieures de
 la République d'Haiti*

EXCHANGES OF NOTES

The American Minister to the Haitian Secretary of State for Foreign Affairs

PORT-AU-PRINCE, September 13th, 1941

EXCELLENCY:

I have the honor to refer, under instructions from my Government, to the Agreement between the United States of America and the Republic of Haiti signed today and to confirm to you the understanding of my Gov-

⁷ TS 886, *ante*, vol. 2, p. 737.

ernment with regard to the United States members of the Board of Directors of the National Bank of the Republic of Haiti and their compensation in the following terms:

The 3 voting members of the Board of Directors of the National Bank of the Republic of Haiti, who shall be citizens of the United States, and who are to be appointed by mutual agreement of the two Governments, shall be as follows:

W. H. Williams, who shall be co-President of the Board and whose duty it shall be to represent the holders of the bonds of 1922 and 1923, and to coordinate and direct the functions and activities of the two Vice Presidents.

Thomas Pearson
Edward F. Roosevelt

The compensation to be paid to each of the voting members of the Board of Directors for their duties as members of the Board of Directors of the National Bank of the Republic of Haiti shall not exceed the sum of (\$300) Three Hundred United States dollars per month.

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

J. C. WHITE

His Excellency

Mr. CHARLES FOMBRUN,
Secretary of State for Foreign Affairs,
Port-au-Prince.

The Secretary of State for Foreign Affairs to the American Minister

[TRANSLATION]

SIR:

I have the honor to refer to the Agreement between the Republic of Haiti and the United States of America, signed today, and to acknowledge your note of today's date confirming to me the understanding of your Government with regard to the United States members of the Board of Directors of the National Bank of the Republic of Haiti and their compensation in the following terms:

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

Your statement of agreement in the above terms represents my understanding of the arrangement and is satisfactory to the Government of the Republic of Haiti.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

FOMBRUN

His Excellency

Mr. JOHN CAMPBELL WHITE,
*E.E. & Plenipotentiary Minister
 of the United States of America,
 Port-au-Prince.*

The Secretary of State for Foreign Affairs to the American Minister

[TRANSLATION]

REPUBLIC OF HAITI

DEPARTMENT OF STATE
 FOR FOREIGN AFFAIRS

PORT-AU-PRINCE, September 30, 1941

MR. MINISTER,

Following instructions of my Government, I have the honor to inform Your Excellency that with respect to the provisions of the first paragraph of article XI of the Executive agreement signed at Port-au-Prince September 13, 1941 by the representatives of the Government of the Republic of Haiti and of the Government of the United States of America, in view of the measures adopted by my Government, namely, two decree-laws under date of September 29, 1941, the first amending the law on finances and the second relative to the budget of receipts and expenditures of the communes of the Republic, and in view of the provisions adopted by the board of directors of the National Bank of the Republic of Haiti for the amendment of the regulations of that institution, the Haitian Government hereby declares that, for its part, it recognizes that all measures necessary for the execution of the agreement in question, the Executive agreement of September 13, 1941, have been adopted and applied.

While requesting Your Excellency to advise me of the conformity of your Government, I take this occasion to renew to you the assurance of my high consideration.

FOMBRUN

His Excellency

JOHN CAMPBELL WHITE,
*E.E. and Minister Plenipotentiary
 of the United States of America,
 Port-au-Prince.*

*The American Minister to the Secretary of State for Foreign Affairs*LEGATION OF THE
UNITED STATES OF AMERICA

PORT-AU-PRINCE, HAITI

October 1, 1941, 4 p.m.

No. 188

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's communication of September 30, 1941, with reference to the provisions of the first paragraph of Article XI of the Executive Agreement signed in the City of Port-au-Prince on September 13, 1941, by representatives of the Government of the United States of America and of the Republic of Haiti.

In view of Your Excellency's statement regarding the measures adopted by the Haitian Government and the action taken by the Board of Directors of the National Bank of the Republic of Haiti mentioned in your note of September 30, I am authorized by my Government to inform you that the United States of America agrees that all of the necessary measures for the execution of the above mentioned Executive Agreement of September 13, 1941, have been adopted and put into operation.

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

J. C. WHITE

His Excellency

M. CHARLES FOMBRUN,

Secretary of State for Foreign Affairs,
Port-au-Prince, Haiti.

LEND-LEASE¹

*Agreement signed at Washington September 16, 1941
Entered into force September 16, 1941*

1941 For. Rel. (VII) 319

Whereas the United States of America and the Republic of Haiti declare that in conformity with the principles set forth in the Declaration of Lima, approved at the Eighth International Conference of American States on December 24, 1938,² they, together with all the other American republics, are united in the defense of the Americas and are determined to secure for themselves and for each other the enjoyment of their own fortunes and their own talents; and

Whereas the President of the United States of America has determined, pursuant to the Act of the Congress of the United States of America on March 11, 1941,³ that the defense of each of the American republics is vital to the defense of all of them, and for that reason the United States of America proposes to provide certain defense articles and defense information to the Republic of Haiti; and

Whereas the United States of America and the Republic of Haiti are mutually desirous of concluding an Agreement for the providing of defense articles and defense information by either country to the other country, and the making of such an Agreement has been in all respects duly authorized, and all acts, conditions and formalities which it may have been necessary to perform, fulfill or execute prior to the making of such an Agreement in conformity with the laws either of the United States of America or of the Republic of Haiti have been performed, fulfilled or executed as required;

The undersigned, being duly authorized for that purpose, have agreed as follows:

ARTICLE I

The United States of America proposes to transfer to the Republic of Haiti under the terms of this Agreement armaments and munitions of war to a total value of about \$1,000,000. The United States of America proposes to begin deliveries immediately and to continue deliveries as expeditiously as

¹ Final payment made Mar. 22, 1948, and reported in 26th Report to Congress on Lend-Lease Operations, p. vi.

² *Ante*, vol. 3, p. 534.

³ 55 Stat. 31.

practicable during the coming twelve months to an approximate total value of \$250,000 for use by the Garde d'Haiti and an approximate total value of \$50,000 for use by the Navy of the Republic of Haiti.

The United States of America, however, reserves the right at any time to suspend, defer, or stop deliveries whenever in the opinion of the President of the United States of America further deliveries are not consistent with the needs of the defense of the United States of America or the Western Hemisphere.

ARTICLE II

Records shall be kept of all defense articles transferred under this Agreement, and not less than every ninety days schedules of such defense articles shall be exchanged and reviewed.

Thereupon the Republic of Haiti shall pay in dollars into the Treasury of the United States of America the total cost to the United States of America of the defense articles theretofore delivered up to a total of \$60,000, less all payments theretofore made, and the Republic of Haiti shall not be required to pay more than a total of \$10,000 before July 1, 1942, more than a total of \$20,000 before July 1, 1943, more than a total of \$30,000 before July 1, 1944, more than a total of \$40,000 before July 1, 1945, more than a total of \$50,000 before July 1, 1946, or more than a total of \$60,000 before July 1, 1947.

ARTICLE III

The United States of America and the Republic of Haiti, recognizing that the measures herein provided for their common defense and united resistance to aggression are taken for the further purpose of laying the bases for a just and enduring peace, agree, since such measures cannot be effective or such a peace flourish under the burden of an excessive debt, that upon the payments above provided all fiscal obligations of the Republic of Haiti hereunder shall be discharged; and for the same purpose they further agree, in conformity with the principles and program set forth in Resolution XXV on Economic and Financial Cooperation of the Second Meeting of the Ministers of Foreign Affairs of the American Republics at Habana, July 1940,⁴ to cooperate with each other and with other nations to negotiate fair and equitable commodity agreements with respect to the products of either of them and of other nations in which marketing problems exist, and to cooperate with each other and with other nations to relieve the distress and want caused by the war wherever, and as soon as, such relief will be succor to the oppressed and will not aid the aggressor.

ARTICLE IV

The Republic of Haiti undertakes that it will not, without the consent of the President of the United States of America, transfer title to or possession

⁴ For text, see *Department of State Bulletin*, Aug. 24, 1940, p. 141.

of any defense article or defense information received under this Agreement, or permit its use by anyone not an officer, employee, or agent of the Republic of Haiti.

ARTICLE V

If, as a result of the transfer to the Republic of Haiti of any defense article or defense information, it is necessary for the Republic of Haiti to take any action or make any payment in order fully to protect any of the rights of any citizen of the United States of America who has patent rights in and to any such defense article or information, the Republic of Haiti will do so, when so requested by the President of the United States of America.

ARTICLE VI

Should circumstances arise in which the United States of America in its own defense or in the defense of the Americas shall require defense articles or defense information which the Republic of Haiti is in a position to supply, the Republic of Haiti will make such defense articles and defense information available to the United States of America on terms similar to those expressed in this Agreement.

ARTICLE VII

This Agreement shall continue in force from the date on which it is signed until a date agreed upon between the two Governments.

Signed and sealed at Washington in duplicate, in the English and French languages, this sixteenth day of September, 1941.

For the United States of America:

CORDELL HULL [SEAL]

*Secretary of State of the
United States of America*

For the Republic of Haiti:

FERNAND DENNIS [SEAL]

*Envoy Extraordinary and Minister
Plenipotentiary of the Republic
of Haiti at Washington*

FINANCES

*Executive agreement signed at Port-au-Prince September 30, 1941,
modifying and extending agreement of September 27, 1940
Entered into force October 1, 1941
Modified and extended by agreement of September 30, 1942¹*

55 Stat. 1385; Executive Agreement Series 224

SUPPLEMENTARY EXECUTIVE AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE REPUBLIC OF HAITI

The provisions of Articles I and II of the Executive Agreement of September 27, 1940,² shall continue in effect on and after October 1st 1941 to and including September 30, 1942, except that

(1) whenever the Executive Agreement of September 13, 1941,³ abolishing the office of the Fiscal Representative and Deputy Fiscal Representative, and replacing the Executive Agreement of August 7, 1933,⁴ enters into effect, all the receipts of the Haitian Government shall be deposited without deduction at the Banque Nationale de la République d'Haiti which Bank shall make the payments provided for by the loan contracts of 1922 and 1923 in accordance with the procedure outlined in Article VI of the Executive Agreement of September 13, 1941;

(2) the Government of the Republic of Haiti agrees to pay \$20,000 U.S. currency during the period October 1st 1941 to September 30th 1942, inclusive, on account of the amounts required to be paid under the loan contracts of October 6, 1922 and May 26, 1925 for the amortization of the loans of 1922 and 1923, the provisions of the paragraph designated (2)

¹ EAS 299, *post*, p. 763.

² EAS 183, *ante*, p. 725.

³ EAS 220, *ante*, p. 739.

⁴ EAS 46, *ante*, p. 703.

of Article VI of the Executive Agreement of September 13, 1941 and those of the subsequent paragraphs of the said article, notwithstanding.

Signed at Port-au-Prince in duplicate, in the English and French languages, this 30th day of September nineteen hundred and forty-one.

J. C. WHITE [SEAL]
*Envoy Extraordinary and Minister
Plenipotentiary of the
United States of America*

FOMBRUN [SEAL]
Secretary of State for Foreign Affairs

RECIPROCAL TRADE

Exchange of notes at Port-au-Prince February 16 and 19, 1942, modifying agreement of March 28, 1935

Entered into force February 19, 1942

Terminated March 24, 1944¹

56 Stat. 1415; Executive Agreement Series 238

The Secretary of State for Foreign Affairs to the American Minister

[TRANSLATION]

DEPARTMENT OF STATE
FOR FOREIGN AFFAIRS
E.U.

PORT-AU-PRINCE, February 16, 1942

MR. MINISTER:

I have the honor to refer to the trade agreement signed on March 28, 1935 between Haiti and the United States,² and particularly to the provisions thereof setting forth the principle of unconditional most-favored-nation treatment as the basis of commercial relations between our two countries.

The Haitian Government adheres firmly to the principle of promoting the multilateral development of international trade on the unconditional most-favored-nation basis. However, as the Government of the United States is aware, there are special and unusual conditions affecting trade between Haiti and the Dominican Republic which arise out of their exceptional geographic situation. With a view to fostering closer economic relations between these two contiguous countries, a Treaty of Commerce between Haiti and the Dominican Republic was signed on August 26, 1941. This treaty provides, among other things, for reductions in Haitian customs duties on a specified list of products imported from the Dominican Republic, which reductions are intended to be applicable exclusively to the latter country.

In this connection I have the honor to refer to the contractual formula for tariff preferences to contiguous countries recommended by the Inter-American Financial and Economic Advisory Committee.

¹ By exchanges of notes at Port-au-Prince Feb. 15 and 19 and Sept. 9 and 16, 1944, the Governments of the United States and Haiti confirmed their understanding that the agreement of Feb. 16 and 19, 1942, terminated upon expiration of the commercial treaty of Aug. 26, 1941, between Haiti and the Dominican Republic.

² EAS 78, *ante*, p. 714.

In this recommendation, dated September 18, 1941, the Advisory Committee stated that any such tariff preferences, in order to be an instrument for sound promotion of trade, should be made effective through trade agreements embodying tariff reductions or exemptions; that the parties to such agreements should reserve the right to reduce or eliminate the customs duties on like imports from other countries; and that any such regional tariff preferences should not be permitted to stand in the way of any broad program of economic reconstruction involving the reduction of tariffs and the scaling down or elimination of tariff or other trade preferences with a view to the fullest possible development of international trade on a multilateral, unconditional, most-favored-nation basis.

I have the honor to inquire whether the Government of the United States, in the light of the foregoing considerations, will agree not to invoke the provisions of the first paragraph of article VII of the trade agreement, which permit it to claim the benefit of the tariff preferences to the Dominican Republic specifically enumerated in the Treaty of Commerce signed on August 26, 1941, which preferences are considered by my Government to meet the requirements of the aforementioned formula recommended by the Inter-American Financial and Economic Advisory Committee.

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

FOMBRUN

His Excellency

Mr. JOHN CAMPBELL WHITE,
*E. E. & Minister Plenipotentiary
 of the United States of America,
 Port-au-Prince.*

The American Minister to the Secretary of State for Foreign Affairs

LEGATION OF THE
 UNITED STATES OF AMERICA
 PORT-AU-PRINCE, HAITI, February 19, 1942

No. 359

EXCELLENCY:

I have the honor to acknowledge receipt of Your Excellency's note of February 16, 1942, in which you reiterate the adherence of your Government to the principle of promoting the multilateral development of international trade on the unconditional most-favored-nation basis and refer to the exclusive tariff reductions to the Dominican Republic specifically provided for in the Treaty of Commerce between Haiti and that country signed on August 26, 1941. In this connection you mention the contractual formula for tariff preferences to contiguous countries recommended on September 18, 1941, by the Inter-American Financial and Economic Advisory Committee,

and inquire whether, in view of the Committee's recommendation and considering the special and unusual conditions affecting trade between Haiti and the Dominican Republic, my Government would be willing to refrain from claiming, under the provisions of the trade agreement between our two countries of March 28, 1935, the benefit of the Tariff preferences to the Dominican Republic specifically provided for in the Treaty of Commerce.

I have the honor to inform Your Excellency that my Government, in view of the considerations set forth, agrees not to invoke the pertinent provisions of the trade agreement for the purpose of claiming the benefit of such tariff preferences.

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

J. C. WHITE

His Excellency

M. CHARLES FOMBRUN,
Secretary of State for Foreign Affairs,
Port-au-Prince.

HEALTH AND SANITATION PROGRAM

Exchange of notes at Washington April 7, 1942

Entered into force April 7, 1942

Amended and extended by agreements of June 29 and July 12, 1944;¹ September 25 and 27, 1947;² June 25 and 30, 1948;³ June 30, 1949;⁴ September 18 and 27, 1950;⁵ August 23 and September 28, 1951;⁶ October 17 and March 31, 1952;⁷ March 3 and April 9, 1952;⁸ and January 28 and February 3, 1955.⁹

Expired June 30, 1960

58 Stat. 1439; Executive Agreement Series 425

The Acting Secretary of State to the President of Haiti

DEPARTMENT OF STATE
WASHINGTON
April 7, 1942

MY DEAR MR. PRESIDENT:

With reference to your memorandum of April 6 and to our conversation yesterday afternoon, I take pleasure in confirming that this Government is prepared to assist the Government of Haiti in the carrying out of certain health and sanitation projects. The Government of the United States, in making available a sum of approximately \$350,000 to be expended for this purpose, is acting in accordance with Resolution XXX regarding health and sanitary conditions adopted by the Third Meeting of Ministers of Foreign Affairs of the American Republics in Rio de Janeiro.¹⁰

It is my understanding from the memorandum referred to that the Haitian Government desires this assistance in connection with the execution of certain sanitary projects such as the draining of marshy regions, the improvement of water supply, the development of facilities for adequate sewage dis-

¹ EAS 453, *post*, p. 774.

² TIAS 1693, *post*, p. 817.

³ TIAS 1801, *post*, p. 839.

⁴ TIAS 1977, *post*, p. 854.

⁵ 1 UST 811; TIAS 2156.

⁶ 2 UST 2551; TIAS 2376.

⁷ 3 UST 3993; TIAS 2536.

⁸ 3 UST 4043; TIAS 2547.

⁹ 6 UST 791; TIAS 3224.

¹⁰ For text, see *Department of State Bulletin*, Feb. 7, 1942, p. 137.

posal and other miscellaneous work designed primarily to protect the health of personnel who may be stationed at posts of the Coast Guard Service, the Marine railway and at the aviation field at Chancerelles.

Accordingly the Government of the United States, acting through the agency of the Office of the Coordinator of Inter-American Affairs, is disposed to send, if it is agreeable to you, a small group of experts to Haiti in order to develop a specific program in agreement with your Government, acting through officials designated by it. This group will be under the immediate direction of the Chief Medical Officer of the Office of the Coordinator of Inter-American Affairs, and will work in the closest cooperation with the appropriate Haitian officials. The salaries and expenses of the group of experts will be paid for by the Office of the Coordinator of Inter-American Affairs and will not be debited against project funds. Approval for the actual execution of the specific projects agreed upon will be given by the respective Governments or their duly appointed agents. Expenditures for such projects shall be made upon certification of the Chief Medical Officer and the appropriate Haitian official designated for the areas where projects will be executed.

These projects upon completion will of course become the sole property of the Republic of Haiti. Furthermore, in accordance with a request contained in your memorandum under reference, the United States Government will be prepared to facilitate such training of personnel as the two Governments deem advisable.

My Government anticipates that the Haitian Government will be willing to provide, in accordance with its ability, such raw materials, services and funds as may be deemed necessary for the proper execution of the program.

Believe me, my dear Mr. President, with assurances of my highest and most distinguished consideration,

Yours very sincerely,

SUMNER WELLES

His Excellency

M. ELIE LESCOT,

President of the Republic of Haiti.

The President of Haiti to the Acting Secretary of State

[TRANSLATION]

WASHINGTON, D.C., April 7, 1942

MY DEAR MR. WELLES:

In confirmation of our conversation of yesterday afternoon, and in reply to the communication which you were kind enough to address to me today,

I desire to express my appreciation of the decision of the Government of the United States of America to provide for a sum of approximately \$350,000 for the expenses necessary for the carrying out of certain health and sanitation projects in the Republic of Haiti, in accordance with the terms of Resolution XXX adopted at the Third Meeting of Ministers of Foreign Affairs of the American Republics in Rio de Janeiro.

I take pleasure in informing you, my dear Mr. Welles, that the Government of the Republic of Haiti accepts with pleasure the offer of your Government to send a group of experts to Haiti to develop a special health and sanitation program, in agreement with the authorized officials of the Haitian Government, and also agrees to conduct this project as a cooperative effort in accordance with the stipulations of your letter.

Furthermore, the Haitian Government, according to its ability, will provide the raw materials, funds, and services, which are deemed necessary for the proper execution of the joint program of health and sanitation.

With the assurances of my very high consideration, I beg you, dear Mr. Welles, to believe in my invariably friendly sentiments.

E. LESCOT
President of the Republic of Haiti

The Honorable
SUMNER WELLES
*Acting Secretary of State
Department of State
Washington, D.C.*

RECIPROCAL TRADE

*Exchange of notes at Port-au-Prince April 25, 1942, supplementing
agreement of March 28, 1935, as modified*

Entered into force April 25, 1942

Paragraph 3 terminated March 24, 1944¹

*Agreement of March 28, 1935, as supplemented, terminated January 1,
1950, by agreement of December 29, 1949²*

56 Stat. 1497; Executive Agreement Series 252

The Secretary of State for Foreign Affairs to the American Minister

[TRANSLATION]

SECRETARIAT
OF FOREIGN AFFAIRS

PORT-AU-PRINCE, April 25, 1942

SIR:

I have the honor to refer to the recent conversation regarding the trade agreement between the Republic of Haiti and the United States of America signed on March 28, 1935³ and to confirm the understanding reached as a result thereof that the Government of the Republic of Haiti and the Government of the United States of America are in agreement as follows:

1. The provisions of articles I and II of the trade agreement of March 28, 1935 shall not prevent the Government of either country from imposing at any time on the importation of any article a charge equivalent to an internal tax imposed in respect of a like domestic article or in respect of a commodity from which the imported article has been manufactured in whole or in part. Moreover, the provisions of article IV of the said agreement shall not prevent the application to cigarettes originating in the United States of America of an increase in the internal tax to the same extent that the internal tax on domestic cigarettes is increased.

2. Nothing in the trade agreement of March 28, 1935 shall be construed to prevent the adoption or enforcement by either country of measures relating to public security, or imposed for the protection of the country's essential interests in time of war or other national emergency.

¹ Date of expiration of commercial treaty of Aug. 26, 1941, between Haiti and the Dominican Republic.

² 2 UST 458; TIAS 2189.

³ EAS 78, *ante*, p. 714.

3. With reference to the exchange of notes between the Governments of the Republic of Haiti and the United States of America effected on February 16 and 19, 1942,⁴ regarding exclusive tariff preferences accorded by the Republic of Haiti to the Dominican Republic which are specifically provided for in the treaty of commerce between the Republic of Haiti and the Dominican Republic signed on August 26, 1941, it is understood that the provisions of the exchange of notes of February 16 and 19, 1942 shall also extend to empty sisal sacks as provided for in the exchange of notes of March 24, 1942 supplementing the provisions of the treaty of commerce of August 26, 1941.

I avail myself of this opportunity to renew to Your Excellency the assurances of my high consideration.

FOMBRUN

His Excellency

Mr. JOHN CAMPBELL WHITE,
*E. E. and Minister Plenipotentiary
 of the United States of America,
 Port-au-Prince.*

The American Minister to the Secretary of State for Foreign Affairs

LEGATION OF THE
 UNITED STATES OF AMERICA
 PORT-AU-PRINCE, HAITI, April 25, 1942

EXCELLENCY:

I have the honor to acknowledge the receipt of your note of today's date, referring to the recent conversations regarding the trade agreement between the United States of America and the Republic of Haiti signed on March 28, 1935.

I have the honor to confirm the understanding reached as a result of these conversations that the Government of the United States of America and the Government of the Republic of Haiti are in agreement as follows:

[For terms of agreement, see numbered paragraphs in Haitian note, above.]

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

J. C. WHITE

His Excellency

M. CHARLES FOMBRUN,
*Secretary of State for Foreign Affairs,
 Port-au-Prince.*

⁴ EAS 238, *ante*, p. 753.

FINANCES

Exchange of notes at Washington September 17 and 21, 1942

Entered into force September 21, 1942

Expired October 1, 1947, upon termination of agreement of September 13, 1941¹

56 Stat. 1830; Executive Agreement Series 290

The Haitian Minister to the Secretary of State

LÉGATION DE LA RÉPUBLIQUE
D'HAITI
WASHINGTON

SEPTEMBER 17, 1942

MR. SECRETARY:

I have the honor, upon the instructions of my Government, to inform Your Excellency that the Government of the Republic of Haiti desires to arrange for a credit not to exceed \$500,000 from the Export-Import Bank of Washington. The advances under this credit are to be made to the National Bank of the Republic of Haiti and will bear the unconditional guarantee of the Government of the Republic of Haiti.

In this connection I refer to Article VII, paragraph 2 of the Executive Agreement between our two countries signed at Port-au-Prince on September 13, 1941, and I should be glad if Your Excellency would confirm the understanding of my Government that no objection is entertained by the Government of the United States to the proposed credit.

Please accept, Mr. Secretary, the renewed assurances of my highest consideration.

FERNAND DENNIS

The Honorable

CORDELL HULL

Secretary of State

Washington, D.C.

¹ EAS 220, *ante*, p. 739.

The Secretary of State to the Haitian Minister

DEPARTMENT OF STATE

WASHINGTON

September 21, 1942

SIR:

I have the honor to acknowledge the receipt of your note of September 17, 1942 with reference to the arrangements which your Government is making with the Export-Import Bank of Washington, for a credit not to exceed \$500,000. By this arrangement the credit would be extended by the Export-Import Bank of Washington to the National Bank of the Republic of Haiti, and will bear the unconditional guarantee of the Government of the Republic of Haiti.

With respect to your reference to Article VII, paragraph 2 of the Executive Agreement of September 13, 1941 between the United States and Haiti, I take pleasure in informing you that the Government of the United States is agreeable to this transaction and to the increase in the public debt of the Republic of Haiti by the amount and in the manner indicated.

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

CORDELL HULL

The Honorable

FERNAND DENNIS,

Minister of Haiti.

FINANCES

*Executive agreement signed at Port-au-Prince September 30, 1942,
modifying and extending agreement of September 30, 1941*

Entered into force October 1, 1942

Modified and extended by agreement of August 28, 1943¹

56 Stat. 1862; Executive Agreement Series 299

SUPPLEMENTARY EXECUTIVE AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE REPUBLIC OF HAITI

The provisions of Articles I and II of the Executive Agreement of September 30, 1941,² shall continue in effect from and after October 1st 1942 to and including September 30, 1943, except that

(1) All the receipts of the Haitian Government shall be deposited without deduction at the Banque Nationale de la République d'Haiti, which bank shall make the payments provided for by the loan contracts of 1922 and 1923, in accordance with the procedure outlined in Article VI of the Executive Agreement of September 13, 1941;³

(2) The Government of the Republic of Haiti agrees to pay \$20,000 United States Currency during the period October 1, 1942, to September 30, 1943, inclusive, on account of the amounts required to be paid under the loan contracts of October 6, 1922 and May 26, 1925 for the amortization of the loans of 1922 and 1923, the provisions of the paragraph designated (2) of Article VI of the Executive Agreement of September 13, 1941 and those of the subsequent paragraphs of the said article notwithstanding.

Signed at Port-au-Prince, in duplicate, in the French and English languages, this 30th day of September nineteen hundred and forty-two.

J. C. WHITE [SEAL]
*Envoy Extraordinary and Minister
Plenipotentiary of the United
States of America*

SERGE LÉON DEFLY [SEAL]
Secretary of State for Foreign Affairs

¹ EAS 378, *post*, p. 769.

² EAS 224, *ante*, p. 751.

³ EAS 220, *ante*, p. 739.

EXCHANGE OF LANDS

*Agreement signed at Port-au-Prince October 19, 1942
Entered into force October 19, 1942*

56 Stat. 1784; Executive Agreement Series 283

AGREEMENT BETWEEN THE UNDERSIGNED

1) Mr. Serge Léon Defly, Secretary of State for Foreign Affairs of Haiti identified as No. A-5649 acting in the name of and for the account of the Government of the Republic of Haiti, by virtue of deliberation by the Council of Secretaries of State under date of August 13, 1942 on the one part;

AND

2) Mr. John Campbell White, Envoy Extraordinary and Minister Plenipotentiary of the United States of America, duly authorized for this purpose, acting in the name of and for the account of the Government of the United States of America, on the other part;

Considering that the Government of the United States of America is owner of the land on which is built the residence of the Minister of the United States of America, which land, situated at Bourdon, the Commune of Port-au-Prince, is bounded on the south by the main highway from Port-au-Prince to Petion-Ville;

Considering that the Government of the United States of America has requested, through its Legation at Port-au-Prince, a modification of the boundary line of the said property by proposing the exchange of a small plot of land, part of the property owned by the Government of the United States of America for two small plots of land which are part of the Private Domain of the Republic of Haiti, and situated along the aforesaid public route;

Considering the Haitian decree-law of July 20, 1942, authorizing exchanges of this type;

THE FOLLOWING HAS BEEN AGREED UPON:

1. The Government of the United States of America grants by way of exchange with all property rights to the Government of the Republic of Haiti, a small portion of land, part of its property at Bourdon, the said portion situated on the south boundary of the said property and adjoining the main highway from Port-au-Prince to Petion-Ville, designated by the

No. 2 on the plan drawn up by the surveyor, J. Ramile Dorilas, dated April 26, 1941, and measuring an area of 288m².82, bounded by the letters H i h g f c d K e C D, the said plan initialed by the parties and attached to the present contract.

2) The Government of the Republic of Haiti on its part, grants by way of exchange with all property rights, to the Government of the United States of America, two small portions of its Domain situated on the north border of the main highway from Port-au-Prince to Petion-ville, adjoining the property owned by the Government of the United States of America at Bourdon, designated by the Nos. 1 and 3 respectively, No. 1 measuring an area of 316m².83, bounded by the letters G F E H S R Q P, and No. 3 bounded by the letters e A a b, measuring an area of 27m².80 on the plan drawn up by the surveyor, J. Ramile Dorilas, April 26, 1941, initialed by the parties and attached to the present contract

Done at Port-au-Prince in five originals this October 19th, 1942.

J. C. WHITE [SEAL]
*Envoy Extraordinary and Minister
Plenipotentiary of the United
States of America*

LEON DEFLY [SEAL]
Secretary of State for Foreign Affairs

HIGHWAYS

Agreement signed November 30, 1942

Entered into force January 5, 1943

Modified by agreement of September 28, 1945¹

Terminated June 30, 1948²

Department of State files

MEMORANDUM OF UNDERSTANDING BETWEEN THE MINISTER DES TRAVAUX PUBLICS AND THE PUBLIC ROADS ADMINISTRATION CONCERNING THE REHABILITATION OF CERTAIN HAITIAN ROADS

AGREEMENT made this thirtieth day of November 1942 by and between the Minister des Travaux Publics of Haiti, represented by François Georges, Minister des Travaux Publics and the United States Public Roads Administration, represented by Thomas H. MacDonald, Commissioner.

WITNESSETH THAT

WHEREAS, the Governments of the Republic of Haiti and of the United States are desirous of cooperating in maintaining and reconstructing certain roads and highways that are of importance for the transportation of supplies during the existing emergency and other purposes in facilitating the joint war effort, and

WHEREAS, the hauling of supplies will involve the use of certain streets in Port-au-Prince, Haiti; of the road to the Dominican Republic via the Morne a Cabrit; and of the road to the Dominican Republic via Etang Saumatre, and

WHEREAS, economy in hauling as well as the conservation of tires and gasoline will require some rehabilitation of these roads and the general improvement of their surfaces with some betterment of stream crossings, cross drainage, ditches, such rehabilitation, improvement and betterment being sometimes hereinafter referred to as the "Project";

NOW THEREFORE, the following terms and conditions of cooperation are agreed to by the Public Roads Administration of the United States of America and by the Minister des Travaux Publics of the Republic of Haiti.

(A) The Public Roads Administration undertakes as follows:

(1) to provide from funds which have been or may hereafter be made available to it for this purpose the sum necessary not exceeding One Hundred

¹ Post, p. 793.

² Date on which projects were completed and appropriations lapsed.

and Fifty Thousand Dollars (\$150,000) which will be available for expenditure as may be required on the Project including such construction, rehabilitation and improvement of the above mentioned roads as will serve to facilitate heavy hauling over them, and to maintain them in satisfactory condition.³

(2) To exercise the general authority conferred on it to administer the funds allotted to the Project by the approval of the quality and integrity of the work performed.

(3) To provide a Resident Engineer and an Auditor who shall act under the direction of the Public Roads Administration, and whose compensation and expenses shall be charged to an allotment for engineering supervision and administration set aside for this purpose. The Resident Engineer will render engineering services and at all times will cooperate fully to maintain rapid and economical construction of the Project and to obtain its early completion.

(4) To act for the Government of Haiti without charge as Purchasing Agent in the United States if so requested in the purchase of all supplies, materials and equipment required for use on this work in order that the Republic of Haiti may have the benefit, so far as practicable, of all discounts, special rates, priority classifications, and any and all of the advantages that may accrue from such action.

(5) To approve and certify claim vouchers submitted by the Minister des Travaux Publics of the Republic of Haiti periodically for work satisfactorily accomplished subsequent to the date of the execution of this Agreement. Claim vouchers for payment shall be on Standard Form PR 20 (Revised) approved by the Comptroller General of the United States, which will be furnished the Government of Haiti for its use. Said vouchers shall be executed by the Minister des Travaux Publics of the Republic of Haiti, and certified by the Resident Engineer of the Public Roads Administration.

(B) The Republic of Haiti, represented by the Minister des Travaux Publics undertakes, on its part, as follows:

(1) To rehabilitate the roads hereinabove mentioned in accordance with plans, cross sections, and other information to be provided by the Resident Engineer.

(2) To maintain accounts which shall be open at all times to inspection, examination, or audit by the representative of the Public Roads Administration, and to accept audit on the basis of all pertinent laws, applicable regulations, and any other agreements pertinent to this work.

(3) To permit and facilitate inspection and examination by any authorized representative of the Public Roads Administration of all records,

³ For a modification of para. (A)(1), see agreement of Sept. 28, 1945, *post*, p. 793.

construction work in progress or completed, and the checking of all claims as shown on certificates or vouchers submitted as the basis for payment.

(4) To supply for use on the Project without cost to the United States (a) all needed raw materials such as clay, sand, gravel, stone and timber locally procurable from the public domain; and (b) such of the equipment owned by the Government of Haiti as it may be possible to make available for this work.

(5) To hold the United States and its employees harmless and protect them against claims of third parties for personal injuries or property damage which may occur in connection with any operations deemed necessary or desirable in respect of the Project.

(6) To waive all duties, import taxes, or any other special or ordinary assessments applicable to the importation of any materials, supplies or equipment brought into the Republic as a result of purchases made by the Public Roads Administration, as outlined in this agreement or applicable to the importation of necessary supplies and equipment for conducting the surveys and for the maintenance of an administrative office by the Public Roads Administration.

(7) To provide all rights of way that may be required in connection with the rehabilitation of these roads, or in constructing approved relocations mutually agreed to be required to improve hauling conditions, or for the purpose of obtaining materials to be used on the Project without expense to the United States.

(8) To accept payment for the work on an agreed schedule of prices per kilometer, arranged in advance with the Resident Engineer. In establishing the price per kilometer it is agreed that it will be based on the estimated cost of labor, materials (except as provided in (b 4)), supervision and project engineering actually employed or used on the work, but not including any of the cost of operating the Department des Travaux Publics.

IN WITNESS WHEREOF the Minister des Travaux Publics and the Public Roads Administration have caused this Memorandum of Understanding to be duly executed as evidenced by their signatures below: and this shall come into force as soon as it has been sanctioned by Decree of the President of the Republic of Haiti.

Minister des Travaux Publics
By FRANÇOIS GEORGES
Minister

The Public Roads Administration
By THOS. H. MACDONALD
Commissioner

Signed this 30th day of November, 1942.

FINANCES

Executive agreement signed at Port-au-Prince August 28, 1943, modifying and extending agreement of September 30, 1942

Entered into force October 1, 1943

Modified and extended by agreement of November 9, 1944¹

57 Stat. 1368; Executive Agreement Series 378

SUPPLEMENTARY EXECUTIVE AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE REPUBLIC OF HAITI

The provisions of Articles I and II of the Executive Agreement of September 30, 1942,² shall continue in effect from and after October 1st 1943 to and including September 30, 1944, except that

(1) All the receipts of the Haitian Government shall be deposited without deduction at the Banque Nationale de la République d'Haiti, which bank shall make the payments provided for by the loan contracts of 1922 and 1923, in accordance with the procedure outlined in Article VI of the Executive Agreement of September 13, 1941;³

(2) The Government of the Republic of Haiti agrees to pay \$25.000 United States Currency during the period October 1, 1943 to September 30, 1944, inclusive, on account of the amounts required to be paid under the loan contracts of October 6, 1922 and May 26, 1925, for the amortization of the loans of 1922 and 1923, the provisions of the paragraph designated (2) of Article VI of the Executive Agreement of September 13, 1941 and those of the subsequent paragraphs of the said article notwithstanding.

Signed at Port-au-Prince, in duplicate, in the English and French languages, this 28th day of August nineteen hundred and forty-three.

J. C. WHITE [SEAL]
*Ambassador Extraordinary and
Plenipotentiary of the United
States of America.*

GERARD LESCOT [SEAL]
Secretary of State for Foreign Affairs.

¹ EAS 440, *post*, p. 780.

² EAS 299, *ante*, p. 763.

³ EAS 220, *ante*, p. 739.

COOPERATIVE EDUCATION PROGRAM

*Memorandum of agreement signed at Port-au-Prince April 30, 1944
Entered into force April 30, 1944*

Supplemented by agreement of May 24, 1945¹

Terminated by agreement of May 19, 1947²

Department of State files

MEMORANDUM OF AGREEMENT

The Government of the Republic of Haiti (hereinafter called the "Republic"), and the Inter-American Educational Foundation, Inc., (hereinafter referred to as the "Foundation"), a division of the Office of the Coordinator of Inter-American Affairs, an agency of the Government of the United States, have agreed to undertake a cooperative educational program available to all interested public and private groups in accordance with the following terms and conditions, without prejudice to the official program of education of the Haitian Government:

1. The Cooperative educational program may include:
 - a. Furnishing by the Foundation of a staff of educational specialists requested by the Minister of Education for service in Haiti in carrying out the cooperative educational program;
 - b. Training grants to permit Haitian educators to come to the United States for specialized training, to lecture and to exchange ideas and experience with United States educators;
 - c. Exploration and survey in Haiti of local educational needs and resources for carrying out training projects;
 - d. Development, adaptation, and exchange of suitable teaching materials, particularly visual materials;
 - e. Local projects needed to implement the program in Haiti.
2. For the purpose of providing an instrumentality through which the cooperative educational program can be conducted by the representatives of the two parties to this agreement, the Government of Haiti shall create a special service to be known as the Commission Cooperative Haïtiano-Américaine d'Education, which shall operate as a separate entity within and subordinate to the Ministry of Education. The Commission Cooperative Haïtiano-

¹ Post, p. 786.

² Post, p. 805.

Américaine d'Education shall have the power to execute the cooperative educational program herein described.

3. The Foundation will provide a field staff of educational specialists to assist in the consummation of the cooperative educational program. The field staff shall be under the direction of an official who shall have the title of Representative of the Inter-American Educational Foundation, Inc., in Haiti, and who shall be acceptable to the Government of Haiti. This official shall be representative of the Foundation in connection with the program to be undertaken in accordance with this agreement.

4. The Government of Haiti shall appoint as Director of the Commission Cooperative Haitiano-Américaine d'Education the Representative of the Inter-American Educational Foundation, Inc. The Director of the Commission Cooperative Haitiano-Américaine d'Education shall be responsible for the execution of and shall have authority to carry out the cooperative educational program of the Commission.

5. The cooperative educational program in Haiti shall consist of individual projects. Projects shall consist of specific kinds of work and activities to be undertaken by the representatives of both parties in the execution of this agreement. The projects and the allocation of the funds of the Commission Cooperative Haitiano-Américaine d'Education shall be agreed upon by the Minister of Education for the Republic of Haiti and the Representative of the Foundation in Haiti.

6. The Foundation shall pay the salaries and other expenses payable directly to the American members of the field staff in a total amount not to exceed One Hundred and Forty-seven Thousand Dollars (\$147,000) and shall, in addition, grant to the Commission Cooperative Haitiano-Américaine d'Education the total sum of Fifteen Thousand Dollars (\$15,000) as follows:

No later than May 1, 1944, the sum of \$5,000.00
No later than May 1, 1945, the sum of \$5,000.00
No later than May 1, 1946, the sum of \$5,000.00

7. The Government of Haiti shall in addition to its regular budget for education grant to the Commission Cooperative Haitiano-Américaine d'Education the Fifty Thousand Dollars (\$50,000) as follows:

No later than May 1, 1944, the sum of \$16,666.66
No later than May 1, 1945, the sum of \$16,666.67
No later than May 1, 1946, the sum of \$16,666.67

The funds of the Commission Cooperative Haitiano-Américaine d'Education shall be deposited in a special account in the name of the Commission Cooperative Haitiano-Américaine d'Education and shall be disbursed by the Director of the Commission Cooperative Haitiano-Américaine d'Education only upon projects having the mutual approval of the Minister of Education and the Representative of the Foundation in Haiti. In addition to the above grants in cash, the Government of Haiti will also furnish office space, office

equipment, furnishings and supplies as are necessary, and will furnish such other materials and supplies as are available and which may be necessary for the projects to be undertaken through the Commission Cooperative Haitiano-Américaine d'Education. The Haitian Government will also provide at least one understudy to each of the specialists from the United States in order that the Haitian educators may carry on the educational program when the staff of American personnel is withdrawn.

8. In view of the fact that many purchases of materials and supplies must necessarily be made in the United States of America and paid for in dollars, the Minister of Education and the Representative of the Foundation in Haiti may withhold from the deposits to be made by the Foundation, as hereinabove provided, an amount established to be necessary to pay for in dollars the purchases of materials and supplies in the United States of America. Any funds so withheld by the Foundation for such purchases and not expended on or obligated for materials or supplies for the Commission Cooperative Haitiano-Américaine d'Education shall be deposited to the Commission's account.

9. The funds granted by the parties of this agreement to the Commission Cooperative Haitiano-Américaine d'Education shall continue to be available for the purpose of this program during the existence of this agreement. Interest, if any, on any balances of funds to the credit of the Commission Cooperative Haitiano-Américaine d'Education shall be credited to and be for the use of the Commission. The parties hereto shall determine by mutual agreement the disposition of any unobligated funds remaining to the credit of the Commission Cooperative Haitiano-Américaine d'Education upon the termination of this agreement.

10. The Director of the Commission Cooperative Haitiano-Américaine d'Education, with the approval of the Minister of Education of Haiti, shall have the power to select, appoint, or discharge the employees of the Commission and shall determine the salaries, transfers, and conditions of employment within the Commission.

11. Contracts and agreements relating to the execution of projects previously agreed upon by the Minister of Education and the Representative of the Foundation in Haiti shall be executed in the name of the Commission Cooperative Haitiano-Américaine d'Education by the Director of the Commission.

12. The Commission Cooperative Haitiano-Américaine d'Education shall be considered as an integral part of the public administration of Haiti. As a consequence its Director and its personnel shall enjoy the same privileges and rights which are held by the departments and other public divisions of the Government of Haiti and by the personnel thereof.

13. All employees of the Foundation who are citizens of the United States and who are engaged in carrying out the objectives of the cooperative

educational program shall be exempted from all income taxes with respect to income on which they are obligated to pay income taxes to the Government of the United States and from property taxes on personal property intended for their own use. Such employees shall also be exempt from head taxes and payment of customs and import duties on their personal effects, equipment and supplies for their own use.

14. The expenditure, audit, and accounting of funds in the Commission Cooperative Haitiano-Américaine d'Education account, as well as the purchases and sale of personal property for the account of the Commission shall be regulated and controlled under such rules, regulations and procedures as shall be mutually agreed upon by the Minister of Education and the Representative of the Foundation in Haiti. The accounts of the Commission shall be available for audit whenever it is considered necessary by the appropriate agency of the Government of Haiti or by the Foundation or its delegate.

15. At the termination of this agreement, all property of the Commission Cooperative Haitiano-Américaine d'Education shall remain the property of the Government of Haiti.

16. All rights, powers, privileges, or duties conferred by this agreement upon the Minister of Education may be delegated by him in whole or in part to the Directors of Rural and Urban Education of the Haitian Government. All rights, powers, privileges, or duties conferred by this agreement upon the Representative of the Foundation in Haiti may be delegated by the recipient thereof to representatives, provided that such representatives be satisfactory to the Minister of Education.

17. This memorandum of agreement may be amended from time to time if deemed advisable by the parties hereto and the amendments are to be in writing and signed by the representatives of the Government of Haiti and the Inter-American Educational Foundation, Inc.

18. The Government of Haiti shall take the necessary legal steps to effectuate the terms of this agreement.

This memorandum of agreement shall be effective as of the date hereof and shall remain in force for three calendar years from said date, unless amended by mutual agreement.

IN WITNESS WHEREOF the undersigned, duly authorized, sign the present contract, in duplicate, in English and in French, at Port-au-Prince, Haiti this 30th day of April 1944.

For the Government of the Republic of Haiti:
M. DARTIGUE

For the Inter-American Educational Foundation:
KENNETH HOLLAND
Vice President
Inter-American Educational Foundation, Inc.

HEALTH AND SANITATION PROGRAM

Exchange of notes at Port-au-Prince June 29 and July 12, 1944, extending agreement of April 7, 1942

Entered into force July 12, 1944

Program expired June 30, 1960

59 Stat. 1298; Executive Agreement Series 453

The American Ambassador to the Secretary of State for Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
PORT-AU-PRINCE, HAITI, JUNE 29, 1944

No. 32

EXCELLENCY:

I have the honor to refer to President Lescot's memorandum dated April 6, 1942, left by him with the Acting Secretary of State in Washington, and to Mr. Welles' reply of April 7,¹ relative to the initiation of a cooperative program of health and sanitation in Haiti. Your Excellency will recall that the United States Government, in contributing \$350,000 toward this program and subsequently making available an additional \$150,000, to be used for the anti-laws aspect of it, was acting in accordance with Resolution XXX regarding health and sanitary conditions, adopted by the Third Meeting of the Ministers of Foreign Affairs of the American Republics at Rio in 1942.²

I now have the honor to state that my Government is prepared, if Your Excellency's Government so desires, to make available, through the Institute of Inter-American Affairs, an additional sum of \$300,000 for the purpose of cooperating with the Government of Haiti in extending the aforementioned program of health and sanitation on the understanding that the Government of Haiti for its part will contribute the sum of \$150,000. This extension would terminate on October 1, 1947 in so far as the funds contributed by the United States are concerned.

The type of work and specific projects to be undertaken and the cost thereof and the methods and procedures to be employed in conducting the extended program are to be mutually agreed to by the appropriate official of the Government of Haiti and an appropriate official of The Institute of Inter-American Affairs.

The Government of the United States will continue to furnish such experts as are considered necessary in order to collaborate with Your Excellency's Government in extending the health and sanitation program.

¹ EAS 425, *ante*, p. 756.

² For text, see *Department of State Bulletin*, Feb. 7, 1942, p. 137.

All projects and property acquired in connection with the program shall be the property of the Government of Haiti.

No project will be undertaken that will require supplies or materials the procurement of which would handicap any phase of the war effort.

I shall be glad if Your Excellency will be so good as to confirm to me your approval of this general proposal with the understanding that the details of the program will be a subject of further discussion and agreement as provided for herein.

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

ORME WILSON

His Excellency

M. GÉRARD LESCOT,
Secretary of State for Foreign Affairs,
Port-au-Prince.

The Secretary of State for Foreign Affairs to the American Ambassador

[TRANSLATION]

DEPARTMENT OF STATE
FOR FOREIGN AFFAIRS

E. U. No. 3500

PORT-AU-PRINCE, July 12, 1944

MR. AMBASSADOR:

I have the honor to acknowledge receipt of note no. 32, of June 29 last, in which Your Excellency informs me that with a view to continuing its co-operation with the Haitian Government in the public health program undertaken in Haiti since 1942, the Government of the United States of America is prepared to make available to the Republic of Haiti an additional sum of \$300,000 through the Institute of Inter-American Affairs.

The Haitian Government is happy to accept the generous offer of that of the United States and undertakes to make, on its part, a contribution of \$150,000 for the extension of the said public health program. It will not fail, moreover, to see to the execution of all the conditions prescribed.

Requesting Your Excellency to be good enough to express to your Government the sentiments of gratitude of the Haitian Government for this new testimony of its benevolent friendship, I renew to you, Mr. Ambassador, the assurances of my very high consideration.

GERARD LESCOT

His Excellency

ORME WILSON,
Ambassador Extraordinary and Plenipotentiary
of the United States of America,
Port-au-Prince.

FOOD PRODUCTION PROGRAM

*Memorandum of agreement signed at Port-au-Prince August 28, 1944
Entered into force August 28, 1944*

*Modified and extended by agreements of June 25 and July 20, 1945;¹
December 27, 1946;² June 25 and 29, 1948;³ and June 30, 1949⁴
Amended by agreement of October 16, 1945⁵*

*Supplemented by agreements of December 19, 1947, and January 5,
1948;⁶ and January 8 and 13, 1948⁷*

*Superseded June 30, 1950, by agreement of September 18 and 27,
1950⁸*

62 Stat. 3953; Treaties and Other
International Acts Series 2061

MEMORANDUM OF AGREEMENT

The Government of the Republic of Haiti (hereinafter referred to as the "Government") and The Institute of Inter-American Affairs (hereinafter to as the "Institute"), a corporation of the Office of the Coordinator of Inter-American Affairs and an agency of the Government of the United States of America, have agreed to undertake a cooperative food production program for the purpose of alleviating adverse effects of the present war upon Haitian agriculture by assisting in the production of food crops with a view to stabilizing Haitian agriculture and increasing the supply of food available in accordance with the following terms and conditions.

1. The cooperative food supply program may include (a) furnishing the Haitian farmers with seeds, planting stock, tools, insecticides, and other similar materials, and establishing grain storage and grain protection facilities in the Republic; (b) training Haitian Agricultural personnel; (c) furnishing technical advice and assistance to the Government of Haiti and to the farmers cooperating in increasing food production; and (d) such other

¹ TIAS 2061, *post*, p. 789.

² TIAS 2061, *post*, p. 801.

³ TIAS 2075, *post*, p. 836.

⁴ TIAS 2153, *post*, p. 857.

⁵ TIAS 2061, *post*, p. 795.

⁶ TIAS 2061, *post*, p. 826.

⁷ TIAS 2061, *post*, p. 829.

⁸ 1 UST 780; TIAS 2154.

projects and activities as may be determined necessary and advisable to stimulate the production of food crops.

2. The Institute will provide a field party of agricultural specialists acceptable to the Minister of Agriculture to assist in the consummation of the cooperative food production program. The field party shall be under the direction of an official who shall have the title of Chief of Field Party, Food Supply Division, The Institute of Inter-American Affairs. This official shall be the representative of the Institute in connection with the program to be undertaken in accordance with this agreement. The field party shall be of such size as the Institute, in agreement with the Department of Agriculture, considers appropriate.

3. The cooperative food production program in Haiti shall consist of individual projects to be undertaken for the purpose of implementing the program. The projects and the funds allocated therefor shall be mutually agreed upon by the Minister of Agriculture for the Republic and the Chief of Field Party for the Institute.

4. The cooperative food production program shall be undertaken and administered by the Ministry of Agriculture, with the assistance of the Institute. In order that there may be funds to be used for the purpose of carrying out the cooperative food production program, it is agreed that the Institute shall make available the sum of \$125,000 and that the Government shall make available the sum of \$50,000. The funds to be made available by the two parties to this agreement are to be deposited in a bank named by the Government in the Republic of Haiti, which account shall be known as the "Cooperative Food Production Program—The Institute of Inter-American Affairs". The Government agrees to deposit the sum of \$50,000 in said account upon the execution of this agreement and the Institute agrees to deposit the sum of \$50,000 in said account upon the execution of this agreement. The Institute will also deposit in said account in such time or times and as required in the discretion of the Minister of Agriculture and the Chief of Party the additional sum of \$75,000, making a total of \$125,000 contribution by the Institute. The checks drawn against said account shall be signed by the Chief of Party of the Institute and an official designated by the Minister of Agriculture. The funds in the said account shall be disbursed by the Chief of Party only upon projects having the mutual approval of the Minister of Agriculture and the Chief of Party. Contracts and agreements involving the use of the funds of the said account shall be executed in the name of the Institute. The books and records of the Institute relating to the cooperative food production program in Haiti, shall be open at all times to inspection by both parties or authorized officials of the Government of Haiti. The Institute will furnish the Minister of Agriculture with such reports and accounting of funds of the said joint account at such times and in such detail as agreed to by the Minister of Agriculture and the Chief of Party.

5. In view of the fact that some of the materials and supplies to be used in furthering the program must necessarily be purchased in the United States of America and paid for in dollars, the Chief of Party, upon joint approval of himself and the Minister of Agriculture may withhold from the deposits to be made by the Institute as hereinabove provided, an amount estimated to be necessary to pay for in dollars the purchases of materials and supplies in the United States of America. Any funds so withheld by the Institute for such purchases and not expended or obligated for materials or supplies shall be deposited in the said account referred to above at such time or times as may be determined upon by the two parties referred to in this paragraph.

6. The funds deposited by the parties to this agreement in the said account shall continue to be available for the purpose of this program during the existence of this agreement. Interest, if any, on any balances of funds to the credit of the said account shall be used for the purpose of carrying out the cooperative food production program. The parties hereto shall determine by mutual agreement the disposition of any unobligated funds remaining to the credit of the said account upon the termination of this agreement.

7. All employees of the Institute who are citizens of the United States and who are engaged in carrying out the objectives of the cooperative food production program shall be exempted from all income tax payable to the Government of Haiti and from property taxes on personal property intended for their own use. Such employees shall also be exempt from head taxes and payment of custom and import duties on their personal effects, equipment and supplies for their own use.

If such effects are sold in Haiti, declaration will be made before the Fiscal Department of the National Bank of Haiti and full duty will be paid by the employees involved.

8. The Government of Haiti in addition to the cash provided for above shall also furnish, if possible, office space, office equipment, except typewriter and adding machines, furnishings and will furnish such other materials and supplies, except automotive equipment, as are available and which may be necessary for the projects to be undertaken in connection with the cooperative food production program.

9. The Institute, in assisting with the cooperative food production program, shall be entitled to free postal, telegraph and telephone service, passes on railroads, rebates or preferential tariffs by domestic companies of maritime and river navigation, air travel, telegraph, telephone, railroad, etc., as are allowed to departments of the Government of Haiti and also freedom and immunity from import duties, excise, stamp, property, and any or all other taxes as well as all consular fees and charges, as allowed to departments of the Haitian Government.⁹

⁹ For an amendment of para. 9, see memorandum of agreement of Oct. 16, 1945 (TIAS 2061), *post*, p. 795.

10. The salaries, living allowances, traveling expenses and any other amounts directly payable to personnel of the Institute including the Chief of Party shall be paid exclusively from funds of the Institute and shall not be credited against the funds required to be deposited in the account herein described.

11. The Institute does not engage to make available any equipment, supplies or materials which are deemed necessary and essential by the Government of the United States of America to any phase of the war effort.

12. At the termination of this agreement, all property in the control of the parties to this agreement and which has been purchased with the funds of the said account shall be the property of the Government of Haiti.

13. All rights, powers, and duties conferred by this agreement upon the Minister of Agriculture or the Chief of Party may be delegated to representatives thereof, provided that the said representatives shall be satisfactory to the other party.

14. This memorandum of agreement may be amended if deemed advisable by the Government of Haiti and the Institute of Inter-American Affairs and the amendments are to be in writing and signed by the representatives of the Government of Haiti and the Institute of Inter-American Affairs.

15. The Government of Haiti shall take the necessary legal steps to effectuate the terms of this agreement.

16. This memorandum of agreement shall be effective as of the date hereof and shall remain in force until September 30, 1945.

Any balance of money not spent at the expiration of the term of this agreement shall be used to continue projects under way or previously agreed upon by the two parties.

IN WITNESS WHEREOF, the undersigned, duly authorized, sign the memorandum of agreement in duplicate, in English and in French, at Port-au-Prince, this 28th day of August 1944.

For the Government of the Republic of Haiti
M. DARTIGUE

For the Institute of Inter-American Affairs
W. C. BRISTER

FINANCES

*Executive agreement signed at Port-au-Prince November 9, 1944,
modifying and extending agreement of August 28, 1943
Entered into force November 9, 1944
Expired September 30, 1945*

58 Stat. 1541; Executive Agreements Series 440

SUPPLEMENTARY EXECUTIVE AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE REPUBLIC OF HAITI

The provisions of Articles I and II of the Executive Agreement of August 28, 1943,¹ shall continue in effect from and after October 1st, 1944, to and including September 30, 1945, except that

(1) All the receipts of the Haitian Government shall be deposited without deduction at the Banque Nationale de la République d'Haiti, which bank shall make the payments provided for by the loan contracts of 1922 and 1923, in accordance with the procedure outlined in Article VI of the Executive Agreement of September 13, 1941;²

(2) The Government of the Republic of Haiti agrees to pay a total of \$700,000 United States Currency during the period October 1, 1944, to September 30, 1945, inclusive, (including \$400,000 paid on October 2, 1944) on account of the amounts required to be paid under the loan contracts of October 6, 1922 and May 26, 1925, for the amortization of the loans of 1922 and 1923, the provisions of the paragraph designated (2) of Article VI of the Executive Agreement of September 13, 1941, and those of the subsequent paragraphs of the said Article notwithstanding.

Provided, however, that \$300,000 of the amount shall be paid only if the revenue situation and outlook of the Haitian Government at the end of the first half of the fiscal year ending September 30, 1945, indicate that the receipts for the entire fiscal year will reach Gdes. 35,000,000, in which case the \$300,000 shall be paid in monthly installments of \$100,000 in May, June and July, 1945.

Signed at Port-au-Prince, in duplicate, in the English and French languages, this 9th day of November nineteen hundred and forty-four.

ORME WILSON [SEAL]
GERARD LESCOT [SEAL]

¹ EAS 378, *ante*, p. 769.

² EAS 220, *ante*, p. 739.

RUBBER PLANTATION INVESTIGATIONS

Exchange of notes at Port-au-Prince December 29, 1944, and January 8, 1945, with letter agreement of January 24, 1941, and supplementary agreement

Entered into force January 8, 1945

Amended by agreement of February 3 and 11, 1948¹

59 Stat. 1458; Executive Agreement Series 462

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

EMBASSY OF THE

UNITED STATES OF AMERICA

PORT-AU-PRINCE, HAITI, December 29, 1944

No. 213

EXCELLENCY:

I have the honor to refer to an agreement for cooperative plantation rubber investigations which was effected by the signing of a letter dated January 24, 1941, by the Chief of the Bureau of Plant Industry, United States Department of Agriculture, and the Secretary of State for Agriculture and Labor of the Republic of Haiti, the text of which letter reads in full as follows:

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PLANT INDUSTRY
WASHINGTON

Office of Chief of Bureau

JANUARY 24, 1941

His Excellency

M. EDOUARD VOEL,
Secrétaire d'Etat de L'Agriculture et du Travail,

*République d'Haïti,
Port-au-Prince, Haïti.*

MONSIEUR SECRETAIRE:

In recognition of the common interest of the Haitian Government and the Government of the United States in the development of rubber production in Latin America and the desirability that Haiti participate in this development, both for the purpose of

¹ TIAS 1771, post, p. 833.

developing new export crops and for developing new sources of national income, it seems possible to provide for mutually advantageous cooperation.

Discussions between representatives of the Bureau of Plant Industry and representatives of the Haitian Government have developed a basis of understanding, which is presented in the following paragraphs for your consideration. If the statement of the project and provision for carrying out the work meet with your approval, please endorse this letter in the space provided and return it to me. A photostat copy will then be sent to you for your records.

The object of these cooperative investigations is to develop and propagate high-yielding clones of rubber resistant to the South American leaf disease. Seed, budwood, and other plant materials resulting from these cooperative investigations will be shared by the co-operating agencies.

The work will be conducted at one or more stations in Haiti, preferably in the Grand'Anse valley, and at various stations of the U.S. Department of Agriculture in Central America and elsewhere.

The Haitian Government agrees that seeds from rubber trees growing in Haiti may be collected and planted at testing gardens selected in Haiti and to send supplies of the same seed lots to stations established by the Bureau of Plant Industry of the U.S. Department of Agriculture where the seedlings will be used for tests for resistance to the South American leaf disease and for propagation of high-yielding clones. Budwood from promising seedlings will then be shared, some being sent to Haitian stations for propagation and use in Haiti and some being retained by the U.S. Department of Agriculture.

The Haitian Government agrees to furnish land for a propagation nursery, preferably in the Grand'Anse valley, to be selected jointly by the Agricultural Adviser to the Haitian Government and a representative of the U.S. Department of Agriculture, which will be used for propagation of budwood that the U.S. Department of Agriculture will furnish from time to time.

To the extent to which it may be possible with the finances available from time to time, the Haitian Government agrees to cooperate in the expenses, labor, implements, and other necessary materials, facilities and resources in connection with the establishment and maintenance of the experimental plantings.

The Haitian Government agrees to prohibit the redistribution of any strains of the rubber tree furnished or developed under this agreement to cooperators, companies or other governments except to those agencies and governments in the Western Hemisphere which are willing to reciprocate by furnishing such similar material as they may have in their possession; and that this restriction shall be passed on to any other agency or government receiving material to prevent controverting the purpose of this restriction.

The Bureau of Plant Industry agrees to test the performance of seedlings derived from seeds from Haiti, to furnish the Haitian Government selected and tested budwood from time to time, to give advice and information and to furnish the services of a scientist for planning, conducting and interpreting the results of the work performed under the terms of this agreement.

The Bureau of Plant Industry also agrees to contribute to the cost of the labor, implements and other necessary material, facilities and services in connection with the establishment and maintenance of nursery or experimental plantings, to the degree that this may be necessary to implement and make effective the contributions of the Haitian Government. It also agrees to make available records of all results obtained in tests and experiments made under the terms of this agreement.

It is mutually agreed that publication of the results of these experiments may be by either party, provided that the cooperative nature of the work is recognized and a copy of the manuscript is furnished the cooperator for review previous to publication. It is understood that the obligations of the Haitian Government and the Bureau of Plant Industry are contingent upon appropriations by the Congresses of the respective countries.

The Understanding will be effective upon endorsement and will continue in effect for an indefinite period, subject to appropriations being made by the Congresses of Haiti and the

United States. It shall be subject to revision by mutual consent of the parties concerned, and either party is at liberty to withdraw upon due notice. Requests for any major changes or notifications of intention of withdrawing shall be submitted to the other party for consideration not less than 90 days in advance of the effective date desired.

Very truly yours,

E. C. AUCHTER
Chief of Bureau

EDOUARD VOEL
*Secrétaire d'Etat de L'Agriculture
et du Travail*

As a result of practical considerations which have arisen in connection with the operation of the regional field station for rubber experimentation in accordance with the agreement mentioned above, it has been found by the authorities of the United State Department of Agriculture to be desirable that an agreement supplementary to the agreement of January 24, 1941 be entered into for the purpose of defining more clearly certain procedures affecting the sale of products grown on the lands used by the said station and in order to facilitate the continued development of rubber investigations and demonstration plantings in Haiti.

The supplementary agreement as proposed by the United States Department of Agriculture is in terms as follows:

ARTICLE I

In the sale of products, surplus to the needs of the cooperative research and recognized as the property of the Government of the Republic of Haiti, which have been grown and are now on, or which are or may be developed or cultivated as a result of rubber investigations and demonstration plantings on, the lands owned by the Government of the Republic of Haiti and provided by the Government of the Republic of Haiti for the establishment and operation by the Department of Agriculture of the United States of America of a rubber experiment station, in accordance with the letter agreement for cooperative rubber investigations in Haiti, between appropriate authorities of the Government of the United States of America and the Government of the Republic of Haiti, dated January 24, 1941, the following procedures shall be followed with respect to such sales and with respect to accounting and disbursements:

(a) Any such sale shall be made by the Secretary of State for Agriculture and Labor of the Republic of Haiti and the proceeds from any such sale shall be placed in a special account with the understanding that such proceeds shall be used for the improvement and development of the rubber experiment station, the demonstration plantings, and the lands aforesaid.

(b) The system of accounting for farm receipts and disbursements will be formulated and approved by the Secretary of State for Agriculture and Labor

of the Republic of Haiti and the local representatives in charge of rubber investigations for the Department of Agriculture of the United States of America.

ARTICLE II

This supplementary agreement shall remain in force as though it were an integral part of the aforesaid letter agreement dated January 24, 1941.

This note, together with a reply from Your Excellency indicating the approval of the Government of the Republic of Haiti, will be considered as constituting an agreement between our two Governments on the subject, it being understood that the letter agreement of January 24, 1941 became effective, in accordance with its own terms, on the date of its endorsement, and that the supplementary agreement as indicated above shall be effective as of the date of Your Excellency's reply note.

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

WAINWRIGHT ABBOTT
Charge d'Affaires ad interim

His Excellency

M. GÉRARD LESCOT,
Secretary of State for Foreign Affairs,
Port-au-Prince.

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

[TRANSLATION]

DEPARTMENT OF STATE
FOR FOREIGN AFFAIRS
E.U. No. 8923

PORT-AU-PRINCE, January 8, 1945

MR. CHARGÉ D'AFFAIRES,

I have the honor to acknowledge the receipt of the note of December 29 last, No. 213, in which, referring to the Agreement by exchange of notes, the text of which you reproduce, signed January 24, 1941, relating to the establishment of a regional station for experimental planting of rubber, you submit for approval by the Haitian Government the text, transcribed below, of a supplementary agreement for the purpose of defining more precisely certain procedures affecting the sale of products grown on the lands of the said station and of facilitating the continued development of rubber investigations and plantings:

[For text of supplementary agreement, see articles I and II, above.]

In reply, I have the pleasure to inform you that the Haitian Government gives its full adherence to this Supplementary Agreement. It is understood

that the above-mentioned note of December 29 last, No. 213, of your Embassy and the present note of this Chancellery are considered as constituting said supplementary agreement and that the latter shall be effective from today's date.

I avail myself of the opportunity to renew to you, Mr. Chargé d'Affaires, the assurances of my most distinguished consideration.

GERARD LESCOT

Mr. WAINWRIGHT ABBOTT,
Chargé d'Affaires ad interim
of the United States of America,
Port-au-Prince.

COOPERATIVE EDUCATION PROGRAM

*Agreement signed at Port-au-Prince May 24, 1945, supplementing
agreement of April 30, 1944*

*Entered into force May 24, 1945; paragraph 4 operative from April 30,
1944*

Terminated by agreement of May 19, 1947¹

Department of State files

SUPPLEMENTAL AGREEMENT

The Government of the Republic of Haiti (hereinafter referred to as "the Republic") represented by the Minister of Education of the Republic (hereinafter referred to as "the Minister") and the Inter-American Educational Foundation, Inc., a corporation of the Office of Inter-American Affairs and an agency of the United States of America, (hereinafter referred to as "the Foundation") represented by its President, having jointly executed on April 30, 1944, a Memorandum of Agreement ² (hereinafter referred to as "the Basic Agreement") covering a cooperative educational program in Haiti, have agreed to supplement and modify the Basic Agreement in the manner hereinafter set forth:

1. In addition to the total sum of \$50,000 which the Republic is required by paragraph 7 of the Basic Agreement to grant to the Commission Coopérative Haïtiano-Américaine d'Education (hereinafter referred to as "the Commission") the Republic affirms that it has expended since the beginning of the said cooperative educational program, the sum of \$4,876.30 for the construction of buildings at normal schools for carrying out such program and the Republic agrees that it will expend an additional \$5,123.70, or a total of \$10,000 for constructing buildings at normal schools to carry out said program, thereby making a total of \$60,000 which the Republic has agreed to provide for such program.

2. The Republic will establish a special account and transfer to it the additional \$5,123.70 referred to in paragraph 1 hereof on the following dates and in the amounts indicated:

¹ Post, p. 805.

² Ante, p. 770.

On or before June 30, 1945	\$2,000.00
On or before July 30, 1945	800.00
On or before June 30, 1946	2,323.70
<hr/>	
Total	\$5,123.70
Expenditures heretofore made by the Republic for constructing buildings at normal schools	\$4,876.30
<hr/>	
Total	\$10,000.00

Withdrawals will be made by the Republic from the said special account referred to in this paragraph upon the approval of the Minister and the Representative of the Foundation, specifically for payment of the cost of constructing buildings at normal schools for carrying out the said cooperative educational program in Haiti.

3. The Foundation will grant to the Commission \$10,000 which shall be in addition to the \$15,000 referred to in paragraph 6 of the Basic Agreement, thereby making a total of \$25,000 which the Foundation has agreed to make available to the Commission for such program. The additional \$10,000 shall be used specifically for the purchase and procurement in Haiti or the United States of America of teaching equipment and supplies jointly deemed necessary by the Minister and the Representative of the Foundation for the proper administration of the said program.

The said additional \$10,000 will be granted by the Foundation to the Commission on the following dates and in the amounts indicated:

On or before thirty days from the date of this Supplemental Agreement	\$4,876.30
On or before June 30, 1945	2,000.00
On or before July 30, 1945	800.00
On or before June 30, 1946	2,323.70
<hr/>	
Total	\$10,000.00

There may be retained by the Foundation from the aforesaid grant of \$10,000 such portion thereof as the Minister and the Representative of the Foundation may jointly determine should be retained for the purpose of paying in dollars the cost of teaching equipment and supplies purchased for such program in the United States of America. Said retained portion shall be considered as if granted under the terms of this Agreement. Any portion of the said \$10,000 so retained as well as any funds withheld by the Foundation pursuant to the provisions of paragraph 8 of the Basic Agreement which are not expended or obligated for program purchases in the United States shall be granted to the Commission at the time or times jointly agreed upon by the Minister and the Representative of the Foundation.

4. Paragraph 6 of the Basic Agreement provides, among other things, that the Foundation shall pay the salaries and other expenses payable directly to the American members of the field staff in the total amount of \$147,000. Effective as of April 30, 1944, paragraph 6 is hereby modified in order to provide that the said \$147,000 shall be available for payment of the salaries

and other expenses payable directly to all personnel of the Foundation field staff.

5. In the event that upon the expiration of each twelve-month period of the Basic Agreement, and again six months before its final expiration, the Foundation deems that the funds which it has set aside, pursuant to paragraph 6 of the Basic Agreement, as amended by this Supplemental Agreement, for payment of the salaries and other expenses payable directly to the personnel of the Foundation field staff, will be more than are needed for that purpose, the Foundation will thereupon advise the Republic of the surplus which it can make available for projects under the program, and such surplus shall be granted to the Commission or otherwise disposed of pursuant to the Basic Agreement as modified by this Supplemental Agreement.

6. The Government of Haiti shall take the necessary legal steps to effectuate the terms of this Agreement.

7. All terms and conditions of the Basic Agreement which are contrary to or inconsistent with the provisions of this Supplemental Agreement are hereby cancelled and revoked.

8. All terms and provisions of this Supplemental Agreement, except the provisions of paragraph 4 hereof, shall be effective as of the date of execution hereof by the parties hereto. As stated above, paragraph 4 hereof shall be effective as of April 30, 1944, the date of execution of the Basic Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be executed by their duly authorized representatives in triplicate in English and in French, in the City of Port-au-Prince, Haiti, on the 24th day of May, 1945.

Republic of Haiti

By: M. DARTIGUE

Minister of Education

Inter-American Educational Foundation, Inc.,

By: KENNETH HOLLAND

President

FOOD PRODUCTION PROGRAM

Agreement signed at Port-au-Prince June 25, 1945, and at Washington July 20, 1945, modifying and extending agreement of August 28, 1944

Entered into force July 20, 1945

Program superseded June 30, 1950, by agreement of September 18 and 27, 1950¹

62 Stat. 3961; Treaties and Other International Acts Series 2061

EXTENSION AGREEMENT

The Government of the Republic of Haiti (hereinafter referred to as "the Government") and The Institute of Inter-American Affairs (hereinafter referred to as "the Institute"), a corporation of the Office of Inter-American Affairs (formerly the Office of the Coordinator of Inter-American Affairs) and an Agency of the United States of America, having jointly executed on August 28, 1944, a Memorandum of Agreement² (hereinafter called "the Agreement") covering a Cooperative Food Production Program in the Republic, and in view of the mutual advantages and benefits that are being derived by the two nations from the operation of such cooperative program have agreed to extend the Agreement in accordance with the following terms and conditions:

1. In addition to the sum of \$125,000 made available by the Institute as referred to in paragraph 4 of the Agreement, the Institute shall make available the additional sum of \$50,000 for the continuation of the cooperative food production program in Haiti, thereby making a total of \$175,000 which the Institute has agreed to provide for such purpose. In addition to the sum of \$50,000 made available by the Government, also referred to in paragraph 4 of the Agreement, the Government shall make available for the continuation of the same program the additional sum of \$50,000, thereby making a total of \$100,000 which the Government has agreed to provide for such program.

2. The Government agrees to deposit on October 1, 1945 in the bank account "Cooperative Food Production Program—The Institute of Inter-American Affairs" heretofore established pursuant to the Agreement, the

¹ 1 UST 780; TIAS 2154.

² TIAS 2061, *ante*, p. 776.

entire additional sum of \$50,000 and The Institute agrees to deposit the sum of \$35,000 in said account on said date. The Institute will also deposit in said account at such time or times, subsequent to October 1, 1945, as may be required in the joint discretion of the Minister of Agriculture and the Chief of Party, the additional sum of \$15,000, provided that there may be retained by the Institute from the deposit of said additional sum of \$15,000, such portion thereof as the Minister and the Chief of Party may jointly determine should be retained by the Institute for the purpose of paying in dollars the cost of purchases made in the United States for the said program.

3. The said Agreement will remain in full force and effect for the purpose of extending the said cooperative food production program in Haiti until December 31, 1946 and the terms and provisions therein contained, except as modified by this Extension Agreement, will apply during the continuation of the said program. The administrative policies and procedures established by joint action of the Minister and the Chief of Party pursuant to, and in order to carry out the terms of, the Agreement will continue to apply with respect to such cooperative program until the termination of the program on December 31, 1946.

4. The Government of Haiti shall take the necessary legal steps to effectuate the terms of this Extension Agreement.

IN WITNESS WHEREOF, the undersigned, duly authorized, sign the extension agreement in duplicate, in English and in French, at Port-au-Prince, this 25th day of June 1945, and in Washington, this 20th day of July 1945.

For the Government of the Republic of Haiti

By M. DARTIGUE

For the Institute of Inter American Affairs

By W. C. BRISTER

CUSTOMS PRIVILEGES FOR CONSULAR OFFICERS AND CLERKS

*Exchange of notes at Port-au-Prince August 14 and 24, 1945
Entered into force August 24, 1945*

59 Stat. 1868; Executive Agreement Series 503

The American Ambassador to the Secretary of State for Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
No. 459 PORT-AU-PRINCE, HAITI, August 14, 1945

EXCELLENCY:

I have the honor to inform Your Excellency that the United States Government would view with favor an arrangement for the extension of the free importation privileges on a strict basis of reciprocity, to American Consular officers and clerks in the Mission and Consular offices, assigned to Haiti; and to Haitian Consular officers and clerks in the Mission and Consular offices, assigned to the United States.

It is proposed that, in addition to the free entry of personal baggage and effects upon arrival and upon return to their posts in the United States after visits abroad, which Haitian consular officers already enjoy, such officers and the clerks in the Mission and Consular offices, who are Haitian nationals and not engaged in any private occupation for gain, on a basis of reciprocity, would be accorded the privilege of importing free of duty articles for their personal use at any time during the period that they exercise essential government functions in the United States, on the understanding that no article, the importation of which is prohibited by the laws of the United States, should be imported by them.

The arrangement would likewise provide that American Consular officers and clerks in the Mission and Consular offices, who are nationals of the United States and not engaged in any private occupation for gain, would be accorded in Haiti the privileges as set forth above.

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

ORME WILSON

His Excellency

M. GÉRARD LESCOT,
*Secretary of State for Foreign Affairs,
Port-au-Prince.*

The Secretary of State for Foreign Affairs to the American Ambassador

[TRANSLATION]

OFFICE OF THE SECRETARY OF STATE
FOR FOREIGN AFFAIRS

U.S. No. 4460

PORT-AU-PRINCE, August 24, 1945

MR. AMBASSADOR:

Referring to Your Excellency's note no. 459 dated the fourteenth of this month, I have the honor to inform you that the Haitian Government approves the suggestion made by the United States Government concerning reciprocal extension of free importation privileges to their consular agents, as well as to the clerks of their respective diplomatic missions and consulates.

Consequently, from this date, American consular agents, as well as clerks of the American diplomatic mission and consulates in Haiti, provided that they are nationals of the United States and are not engaged in commercial transactions for profit, are authorized to import freely into Haiti, without payment of any duty, all articles intended for their personal use the importation of which is not prohibited by Haitian laws. The provisions of Paragraph 13249 of the Haitian customs tariff relative to the importation of such articles by foreign diplomatic agents shall be applicable to the above-mentioned American consular agents and clerks.

It is understood that, on a reciprocal basis, Haitian consular agents, as well as clerks of the Haitian diplomatic mission and consulates in the United States, provided that they are Haitian citizens and are not engaged in commercial transactions for profit, are authorized to import freely into the United States, without payment of any duty, all articles intended for their personal use the importation of which is not prohibited by American laws.

I avail myself of this opportunity to renew to you, Mr. Ambassador, the assurances of my very high consideration.

GERARD LESCOT

His Excellency

ORME WILSON,

*Ambassador Extraordinary and Plenipotentiary
of the United States of America,
Port-au-Prince.*

HIGHWAYS

Agreement signed September 28, 1945, modifying agreement of November 30, 1942

Entered into force September 28, 1945

Terminated June 30, 1948

Department of State files

MODIFICATION OF MEMORANDUM OF UNDERSTANDING BETWEEN THE MINISTER DES TRAVAUX PUBLICS AND THE PUBLIC ROADS ADMINISTRATION CONCERNING THE REHABILITATION OF CERTAIN HAITIAN ROADS

WHEREAS, by that certain Memorandum of Understanding signed on the thirtieth day of November 1942,¹ by Francois Georges, Minister des Travaux Publics, of the Republic of Haiti, and the Commissioner of Public Roads Administration, Federal Works Agency of the United States Government, as heretofore amended, the said parties entered into an agreement to cooperate in maintaining and reconstructing the highways described therein; and

WHEREAS it has been found that the cost of this work will exceed the amount of one hundred and fifty thousand dollars and 00/100 (\$150,000.00) provided in the said Memorandum of Understanding and the parties hereto desire to provide additional funds for its proper completion;

Now, THEREFORE, it is mutually agreed by and between the parties hereto that the said Memorandum of Understanding shall be amended as follows:

Numbered paragraph (A) (1) shall be changed to read:

To provide from funds which have been or may hereafter be made available to it for this purpose the sum necessary not exceeding one hundred and sixty thousand dollars and 00/100 (\$160,000.00) which will be available for expenditure as may be required on the Project including such construction, rehabilitation and improvement of the above mentioned roads as will serve to facilitate heavy hauling over them, and to maintain them in satisfactory condition.

¹ *Ante*, p. 766.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures to this Modification of Memorandum of Understanding as of the 28th day of September, 1945.

Minister des Travaux Publics
By: **LUC E. FOUCHE**
Minister

The Public Roads Administration
By: **THOS. H. MACDONALD**
Commissioner

FOOD PRODUCTION PROGRAM

*Memorandum of agreement signed at Port-au-Prince October 16, 1945,
amending agreement of August 28, 1944*

Entered into force October 16, 1945

*Program superseded June 30, 1950, by agreement of September 18 and
27, 1950¹*

62 Stat. 3964; Treaties and Other
International Acts Series 2061

MEMORANDUM OF AGREEMENT

AMENDMENT NUMBER 1

The memorandum of agreement executed on behalf of the Republic of Haiti and the Institute of Inter-American Affairs on August 28, 1944,² providing for a Cooperative Food Production Program is hereby amended as follows:

On the last line of paragraph 9, the words "as allowed to departments of the Haitian Government" shall be stricken out.

IN WITNESS WHEREOF the parties hereto have caused this amendment to be executed by their duly authorized representatives this sixteenth day of October 1945.

Republic of Haiti
by M. DARTIGUE
Minister of Agriculture

The Institute of Inter-American Affairs
by J. A. BAZAN
Acting Chief of Party

¹ 1 UST 780; TIAS 2154.

² TIAS 2061, *ante*, p. 776.

FINANCES

Executive agreement signed at Port-au-Prince May 14, 1946, modifying agreement of September 13, 1941

Entered into force May 14, 1946

Expired September 30, 1964

60 Stat. 1675; Treaties and Other International Acts Series 1521

SUPPLEMENTARY EXECUTIVE AGREEMENT BETWEEN THE REPUBLIC OF HAITI AND THE UNITED STATES OF AMERICA

The undersigned representatives of the Governments of the United States of America and the Republic of Haiti, duly authorized by their respective Governments, have agreed upon the following Supplementary Executive Agreement modifying, for the fiscal year ending September 30, 1946, the provisions of Articles VI and VIII of the Executive Agreement of September 13, 1941:¹

SOLE ARTICLE

The provisions of the Executive Agreement of September 13, 1941 shall continue in full force and effect, except that for the period from October 1, 1945, to September 30, 1946, inclusive:

The Government of the Republic of Haiti agrees to pay a total of \$700,000 United States currency during the period October 1, 1945 to September 30, 1946, inclusive, on account of the amounts required to be paid under the loan contracts of October 6, 1922, and May 26, 1925, for the amortization of the loans of 1922 and 1923, notwithstanding the provisions of Article VI and Article VIII of the Executive Agreement of September 13, 1941.

Provided, however, that \$400,000 of the \$700,000 mentioned in the preceding paragraph shall be paid not later than the end of the first half of the fiscal year ending September 30, 1946, and the remaining \$300,000 shall be paid only if the revenue situation and outlook of the finances of the Haitian Government at the end of the first half of the fiscal year ending September 30, 1946 indicate that the receipts for the entire fiscal year reach

¹ EAS 220, *ante*, p. 739.

Gourdes 35,000,000, in which case the \$300.000 shall be paid in monthly installments of \$100.000 in May, June and July, 1946.

Signed at Port-au-Prince, Haiti in duplicate, in the English and French languages, this 14th day of May nineteen hundred and forty-six.

ORME WILSON [SEAL]
A. LEVELT [SEAL]

FINANCES

*Exchange of notes at Port-au-Prince September 30, 1946, amending
agreement of September 13, 1941*

Entered into force October 1, 1946

Expired September 30, 1947

61 Stat. 2674; Treaties and Other
International Acts Series 1599

The American Ambassador to the Secretary of State for Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 10

PORT-AU-PRINCE, HAITI, September 30, 1946

EXCELLENCY:

I have the honor to refer to my Note dated September 23, 1946 and to Your Excellency's reply dated September 26, 1946 regarding a proposed exchange of notes with your Government in order to amend paragraphs one and two of Article III of the Executive Agreement of September 13, 1941¹ between Haiti and the United States. The proposed amendment would provide for four voting members of the Board of Directors of the National Bank of the Republic of Haiti—two citizens of Haiti and two citizens of the United States—in place of the present six voting members consisting of three Haitians and three Americans. In addition, my Government agrees to the insertion of the following words immediately after the penultimate sentence, first paragraph of Article III of the Executive Agreement:

"Provided, however, that the terms commencing October 1, 1946 shall continue until September 30, 1947 only."

The following is the full text of Article III as amended:

"The National Bank of the Republic of Haiti shall be reorganized with a Board of Directors consisting of an Honorary President and four voting members. The Haitian Minister of Finance, or in his absence, the Acting Minister of Finance, shall be *ex officio* the Honorary President. Two of the voting members are always to be citizens of the Republic of Haiti. The other two voting members are always to be citizens of the United States of America.

¹ EAS 220, *ante*, p. 739.

Decisions of the Board of Directors shall require a majority vote of the voting members of the Board. The President of the Republic of Haiti shall appoint the Haitian members of the Board of Directors; the citizens of the United States of America who are members of the Board shall be chosen by mutual agreement of the two Governments. All of the voting members of the Board shall hold office for a period of five years and shall not be removed except for cause. Provided, however, that the terms commencing October 1, 1946 shall continue until September 30, 1947 only. Vacancies on the Board of Directors shall be filled in the same manner as the original appointments.

"There shall be two co-Presidents of the Board of Directors of the Bank. One of these, the Haitian Minister of Finance, shall act as Honorary President, as indicated above, and shall preside over the meetings of the Board of Directors, and may be one of the two Haitian voting members. The other co-President shall be one of the two citizens of the United States of America. It shall be his duty to represent the holders of the bonds of 1922 and 1923 and to coordinate and direct the functions and activities of the two Vice Presidents, who shall be elected by the Board of Directors of the Bank, and who may be members of the Board. One of the Vice Presidents shall be charged with supervising and carrying out the commercial operations of the Bank, and the other shall be charged with supervising and carrying out the fiscal functions of the Bank, under the immediate direction of the President who shall be responsible for such work.

"Any voting member of the Board of Directors of the Bank who is unable to attend a meeting of the Board may give a proxy to any other member of the Board of Directors.

"The Board of Directors shall exercise with respect to the fiscal functions of the Bank the powers hereinafter set forth. The Fiscal functions of the Bank shall be undertaken by a Fiscal Department to be operated in accordance with the regulations issued by the Board of Directors pursuant to such powers.

"The Board of Directors shall continue to exercise with respect to all other functions of the Bank the powers set forth in the charter and by-laws of the Bank."

I await Your Excellency's Note in reply confirming the amendments to the text of Article III as set forth above and containing the full text in the French language of the Article as amended.

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

HAROLD H. TITTMANN

His Excellency

Dr. JEAN PRICE-MARS,

*Secretary of State for Foreign Affairs,
Port-au-Prince.*

The Secretary of State for Foreign Affairs to the American Ambassador
[TRANSLATION]

SECRETARY OF STATE
FOR FOREIGN AFFAIRS
No. DEC/A-3:869

PORT-AU-PRINCE, September 30, 1946

MR. AMBASSADOR:

I have the honor to acknowledge receipt of note No. 10 dated September 30, 1946, in which Your Excellency informs me of the acceptance by your Government of the amendments of Article III of the Executive Agreement of September 13, 1941, envisaged in Your Excellency's note of September 23 and mine of September 26.

In reply, I have the honor to confirm also the acceptance by my Government of the said amendments which relate to the number of members of the Board of Directors of the National Bank of the Republic of Haiti and to their term of office.

Consequently, the text of Article III, as amended, becomes the following:

[For text of art. III, as amended, see U.S. note, above.]

Please accept, Mr. Ambassador, the assurances of my very high consideration.

DR. PRICE-MARS

His Excellency

HAROLD H. TITTMANN,

Ambassador Extraordinary and Plenipotentiary

of the United States of America

Port-au-Prince

FOOD PRODUCTION PROGRAM

*Agreement signed at Port-au-Prince December 27, 1946, modifying and
extending agreement of August 28, 1944*

Entered into force December 27, 1946

*Program superseded June 30, 1950, by agreement of September 18
and 27, 1950¹*

62 Stat. 3965; Treaties and Other
International Acts Series 2061

SECOND EXTENSION AGREEMENT

Relative to the Extension of the Cooperative Program in Food Production undertaken by the Government of the Republic of Haiti and the Government of the United States of America

This Second Extension Agreement between the Government of the Republic of Haiti (hereinafter called the "Government"), represented by Maurice Latortue, Minister of Agriculture of the Government of Haiti (hereinafter called the "Minister"), and the Institute of Inter-American Affairs, a corporate instrumentality of the Government of the United States of America (hereinafter called the "Institute"), represented by W. C. Brister, Vice President of the Institute, is entered into for the purpose of recording this second extension and modification of the cooperative program which was undertaken pursuant to a Memorandum of Agreement (hereinafter called the "Basic Agreement") executed on August 28, 1944² by W. C. Brister, Vice President of the Institute, and M. Dartigue, the Minister. The Basic Agreement was extended until December 31, 1946 pursuant to the Extension Agreement executed on July 20, 1945³ by W. C. Brister, Vice President of the Institute and M. Dartigue, Minister of Agriculture of the Government of Haiti.

CLAUSE I

The parties hereto mutually intend, agree and declare that the Basic Agreement, as extended, be and hereby is further extended for an additional period of eighteen months, beginning the first day of January, 1947 and continuing until the thirtieth day of June, 1948, and modified according to the clauses hereinafter set forth.

¹ 1 UST 780; TIAS 2154.

² TIAS 2061, *ante*, p. 776.

³ TIAS 2061, *ante*, p. 789.

CLAUSE II

The financial obligations of the Institute and the Government of the Republic of Haiti under the Basic Agreement are considered to have been fulfilled by the contribution of \$125,000 (USC) in United States currency, materials, supplies and equipment of any kind by the Institute; and by the contribution of Gourdes equivalent to \$50,000 (USC) by the Government. In the same manner, the financial obligations of the Institute and Government under the Extension Agreement are considered to have been fulfilled by the contribution of \$50,000 (USC) in United States currency, materials, supplies, and equipment of any kind by the Institute; and by the contribution of Gourdes equivalent to \$50,000 (USC) by the Government. Any of these funds remaining unexpended at the expiration of the Extension Agreement shall continue to be available for the purposes of the cooperative program of Food Production provided for in this Second Extension Agreement.

CLAUSE III

The Cooperative Food Production Program shall be financed by the parties during the period comprehended by this agreement as follows:

(a) The Institute shall contribute a sum not to exceed Fifty Thousand Dollars (\$50,000 USC) which shall be deposited in the joint account which has already been established, entitled "Cooperative Food Production Program—The Institute of Inter-American Affairs" (hereinafter called the "Joint Account"), in the following manner:

On or before January 1, 1947	\$25,000
On July 1, 1947	15,000
On December 31, 1947	10,000
Total	\$50,000

(b) The Institute may withhold from the deposits called for by CLAUSE III (a) the estimated amounts deemed necessary by the Minister and the Chief of Field Party to pay for the purchase in the United States of America of materials, supplies and equipment, and other disbursements relating to the execution of this program. Any funds so withheld by the Institute shall be considered as if deposited under the terms under CLAUSE III (a) hereof but, if they are not expended or obligated for such purposes, they shall be deposited in the Joint Account at any time upon the mutual agreement of the Minister and the Chief of Field Party of the Institute in Haiti.

(c) In addition to the sum to be deposited in the Joint Account under CLAUSE III (a) hereof, the Institute will make a separate allocation of funds necessary to pay the salaries, living expenses, travel and transportation costs and other administrative and technical expenses of the members of the Institute Field Party and of other Institute employees in Haiti during the period comprehended by this Second Extension Agreement. The estimated sum of

approximately \$150,000 USC will be allocated for these purposes separately and apart from the funds to be deposited in the Joint Account by the Institute.

(d) The Government shall deposit into the Joint Account the equivalent in Haitian currency of One Hundred Seventy-Five Thousand Dollars (\$175,000 USC) at the conversion rate of five(5) Gourdes per U.S. Dollar in the following manner:

On or before January 1, 1947	\$87, 500
On or before July 1, 1947	87, 500
Total	\$175, 000

(e) By written agreement between the Minister and the Chief of Field Party of the Institute in Haiti, the schedule for making deposits as provided under CLAUSES III (a) and (d) hereof may be amended as required by the needs of the program.

(f) Contributions, in addition to those set out in CLAUSES III (a) and (d) hereof, may be received and deposited in the Joint Account from any source whatsoever and expended by it, in the same manner as other funds, for the uses and objectives in the cooperative program in Food Production.

(g) Any funds deposited in the Joint Account which may be unexpended and unobligated at the termination of the period comprehended by this Second Extension Agreement, will remain the property of the Government and continue to be used in furtherance of the purposes of the cooperative program. However, in order to insure the realization of the objectives of the Cooperative Program of Food Production, the Minister and the Chief of Field Party of the Institute in Haiti will determine by mutual agreement the precise use and the disposition to which all such unexpended and unobligated funds and property will be applied after the expiration of this Second Extension Agreement.

(h) By mutual agreement between the Minister and the Chief of Field Party of the Institute in Haiti, funds deposited in the Joint Account may be used to reimburse or to defray the salaries, living expenses, travel and transportation costs and other expenses of such additional members of the Institute Field Party and other Institute employees in Haiti as the parties mentioned may agree are necessary to be employed. Such funds may be contributed or granted for such purposes from the Joint Account to the Institute or to any other organization, but in every case the Minister and the Chief of Field Party will enter into a written project agreement setting forth the scope and other necessary terms of such contributions or grants.

CLAUSE IV

The Chief of Field Party, acting on behalf of the Institute, shall be allowed to withdraw imports and all other shipments from the customs ware-

house upon his certification to the Director of Customs that the imports and shipments received consist of equipment or materials to be used in connection with the conduct of the activities of the Cooperative Food Production Program.

CLAUSE V

The administrative policy and procedures heretofore established by joint action of the Minister and the Chief of Field Party, pursuant to, and in order to carry out the terms of the Basic Agreement and the Extension Agreement, will continue to apply with respect to the Cooperative Food Production program for the period comprehended under this second Extension Agreement.

CLAUSE VI

The Agreement and the Extension Agreement heretofore referred to, shall remain in full force and effect for the purposes of extending the Cooperative Food Production program through June 30, 1948, except as they are modified by or are inconsistent with this Second Extension Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Second Extension Agreement to be executed by their duly authorized representatives, in duplicate, in the English and French languages at Port-au-Prince, Haiti this twenty-seventh day of December, 1946.

For the Republic of Haiti
By MAURICE LATORTUE
Minister of Agriculture

For the Institute of Inter-American Affairs
By W. C. BRISTER
Vice President

COOPERATIVE EDUCATION PROGRAM

*Agreement signed at Port-au-Prince May 19, 1947, with appendixes
Entered into force May 19, 1947*

Department of State files

AGREEMENT

Relative to the Termination of the Cooperative Program in Education Under-taken by the Republic of Haiti and the Inter-American Educational Foundation, Inc.

This Agreement, made between the Republic of Haiti, represented by Emile St. Lot, Secretary of State for National Education in the Republic of Haiti, (hereinafter called the "Secretary") and the Inter-American Educational Foundation, Inc., a corporate instrumentality of the Government of the United States of America (hereinafter called the "Foundation"), represented by Dr. J. Max Bond, Special Representative of the Foundation in Haiti, (hereinafter called the "Special Representative"), is entered into for the purpose of recording the termination of, and providing for the disposition of certain assets relative to, the cooperative educational program in Haiti which was undertaken pursuant to the agreement executed on April 30, 1944¹ by the Republic of Haiti and the Foundation, as amended by the Supplemental Agreement executed by the same parties on May 24, 1945,² (both of which agreements are hereinafter collectively referred to as the "Basic Agreement").

CLAUSE I

The parties hereto declare in mutual agreement that the cooperative educational program undertaken pursuant to the Basic Agreement has been carried out and completed in a satisfactory manner and especially desire to record the following:

A. The Republic of Haiti, pursuant to the Basic Agreement, has contributed or otherwise made available to the cooperative educational program the sum of G250,000. (\$50,000. US) and has expended for construction of buildings at normal schools the further sum of at least G50,000. (\$10,000.

¹ *Ante*, p. 770.

² *Ante*, p. 786.

US) making a total expenditure on the part of the Republic for the program of G300,000. (\$60,000. US). In addition, the Republic of Haiti has contributed voluntarily to the cooperative educational program certain other assets, facilities and services which are more particularly set forth in Appendix A attached hereto and made part of this Termination Agreement.

B. The Foundation, pursuant to the Basic Agreement, has contributed or otherwise made available to the cooperative educational program the sum of \$46,028.46 (G230,142.30). In addition, the Foundation has made available to the Republic of Haiti the services of the United States technicians and specialists called for in the Basic Agreement and certain other technicians and specialists have also been furnished by the Foundation in connection with the cooperative educational program. The value of all such additional services and other contributions to the program by the Foundation is estimated to be in the amount of approximately \$134,840.73, a summary statement of which is attached hereto as Appendix B to this Termination Agreement. The parties hereto take this occasion to renew their approval of the collaboration of the United States technicians and specialists in the administration of the affairs of the Commission Cooperative Haitiano-Americaine d'Education (hereinafter called the "Commission") and to ratify their activities in connection with the same.

C. The Commission has fulfilled to the entire satisfaction of the parties to the Basic Agreement its functions as the Haitian organization established for the realization of the objectives of the cooperative educational program undertaken by the Republic of Haiti and the Foundation.

CLAUSE II

As a part of the operations of the Commission a number of activities and projects were undertaken, a complete list of which with their respective costs is contained in Appendix C attached hereto and made a part of this Termination Agreement. All of such activities were undertaken and carried out in accordance with budgets and/or project agreements approved by authorized officials of the Republic of Haiti and the Foundation and the parties hereby ratify and approve in all respects whatsoever the character of the activities undertaken, the methods of administration and the costs of such activities as described in the said Appendix C and the Completion Agreement executed by the Secretary and the Special Representative on May 19, 1947. All of such projects and activities were terminated as Commission functions on or prior to April 29, 1947 and arrangements made for their future continuation and operation under other auspices, if their continued operation after that date was desired. All of the approved annual budgets, project agreements and the Completion Agreement are incorporated herein by reference and made a part hereof.

CLAUSE III

In accordance with the Basic Agreement all property of the Commission remaining at the close of April 29, has been transferred to the Republic of Haiti which shall have the right to retain the same and to apply it to such uses as it deems advisable.

CLAUSE IV

In order to provide for the orderly liquidation of all outstanding obligations and termination of the activities of the Commission, the Secretary and the Special Representative, by agreement dated April 29, 1947, a copy of which is attached hereto as Appendix D and made a part of this Termination Agreement, allocated G2,500. (\$500.00 U.S.) from the general account of the Commission for payment of administrative and other miscellaneous expenses involved in liquidating the activities of the Commission. The parties hereby ratify and confirm such agreement and agree that the funds set aside thereby have been used for the purposes described therein. In such agreement it was estimated that the liquidation of the Commission would require a period of not to exceed one month ending May 31, 1947. However, the liquidation has been completed as of May 13, 1947 and all of its obligations paid except as provided in CLAUSE V hereof. A final financial statement showing the income and expenditures of the Commission as of May 13, 1947 and taking into consideration the above mentioned administrative liquidation account of the Commission is attached hereto as Appendix E and made a part of this Termination Agreement. The unexpended balance of Commission funds shown in the financial statement is tendered herewith and paid over to the Republic of Haiti and the receipt thereof is hereby acknowledged. The Republic agrees to use such balance in furthering the general objectives of the Cooperative Educational program.

CLAUSE V

It is recognized by the parties that certain obligations incurred in carrying out the cooperative educational program remain unpaid at the termination of the liquidation of the Commission. The parties estimate these obligations to be in a total amount not exceeding G5,000. (\$1,000. U.S.) represented entirely by amounts owing on account of purchases which have been made in the United States by the Foundation for the program. In view of the fact that claims were not presented for payment of these obligations prior to the completion of the liquidation of the Commission and that plans and arrangements have been made for the application to other purposes of the balance of G4,548.65 shown on Appendix E attached to this Termination Agreement, the Foundation agrees to assume and does hereby assume the payment of the said unpaid obligations in the amount of not to exceed G5,000. (\$1,000. US). The parties hereby recognize such payment as a further contribution

by the Foundation to the cooperative educational program in addition to the contributions required by the Basic Agreement. It is specifically understood and agreed however, that the obligation assumed hereby by the Foundation extends only to the actual total amount of the costs of such purchases already made in the United States and miscellaneous charges heretofore or hereafter incurred in connection therewith and that there is no obligation on the part of the Foundation to make available to the Republic of Haiti, or for its benefit, any additional funds for any purpose whatsoever. This shall not be construed as preventing the return by the Foundation to the Republic of Haiti of unused training funds, if any, as contemplated by CLAUSE VI hereof. Future deliveries of articles heretofore purchased in the United States for the cooperative program shall be exempt from Haitian customs and other import duties.

CLAUSE VI

In order to carry out a training program in the United States in the field of education for Haitian personnel, certain funds contributed to the cooperative educational program by the parties hereto, were placed on deposit with the Institute of International Education in the United States. This training program is currently in progress and is expected by the parties to be completed on or about June 30, 1948 through the use of the deposited funds. The Foundation will continue to provide certain professional guidance and direction for the trainees without charge and will continue to collaborate with the Institute of International Education in arranging for the payment, from the mentioned funds on deposit, of certain direct costs of the training program such as, travel, per diem, stipend for living expenses, insurance and other miscellaneous expenses presently allowed trainees under the training program. Periodic reports will be made by the Foundation as to the Secretary with respect to the trainees and the funds on deposit with the Institute.

Upon termination of the arrangements between the Foundation and the Institute with respect to the training program, the Institute and the Foundation are authorized to make such arrangements as may be mutually satisfactory to them providing for the transfer to the Foundation of the then balance of the funds previously deposited with the Institute as above described. The Foundation is authorized to make appropriate arrangements to carry out thereafter the same functions now being performed by the Institute with respect to the training program. In the event the funds presently held by the Institute prove to be insufficient to meet the mentioned direct costs of such training program, the Republic of Haiti agrees to make available to the Foundation, upon the request of the Foundation, such additional amounts as may be necessary to pay for such additional direct expenses. On the other hand should such present funds on deposit be more than are adequate to cover all of the direct costs in question, the Foundation agrees to return such excess funds to the Republic of Haiti upon completion of the training pro-

gram. In no event however, will the Foundation be under any obligation to pay the direct costs of such training program which are in excess of the amounts presently on deposit with the Institute of International Education.

CLAUSE VII

All funds which will not have been used and which will remain in the Washington Office after all expenses have been paid will be transferred to the Institute of International Education and will be used to cover the expenses of new recipients of scholarships to the United States.

CLAUSE VIII

The Foundation may continue to maintain personnel in the Republic of Haiti for such period of time as may be necessary to conclude the affairs and activities of the Foundation and to liquidate its obligations. During such period the Foundation and its personnel shall continue to enjoy the same rights, privileges and exemptions which were extended to them in Haiti during the operation of the cooperative educational program and which are provided for in the Basic Agreement. The parties recognize that the Special Representative has the necessary authority to proceed, either personally or through delegates appointed by him, to perform such acts, to make such arrangements, to execute such instruments or agreements, and in general to do all things and to take all necessary actions to effect the liquidation of the affairs of the Foundation in Haiti.

IN WITNESS WHEREOF, the undersigned, duly authorized by the parties hereto, execute this Termination Agreement in quadruplicate, in the French and English languages, in the city of Port-au-Prince, Haiti, this 19 day of May, nineteen hundred and forty-seven.

Republic of Haiti

By E. SAINT LOT

*Secretary of State for
National Education*

Inter-American Educational Foundation, Inc.

By J. MAX BOND

*Special Representative
in Haiti*

APPENDIX A

**STATEMENT OF CONTRIBUTIONS BY THE REPUBLIC OF HAITI OTHER THAN
CONTRIBUTIONS REQUIRED BY THE BASIC AGREEMENT**

Telephone Service (Discount allowed on telephone service for 30 months at G 15.00 per month)	G 450.00
Tax exemption on gasoline purchases (Computed on basis of \$0.16 US on each gallon for 35 months averaging 450 gallons (estimated) per month)	12, 600.00
Customs duties (Exemption from payment of duties on equipment and sup- plies shipped from the United States (estimated))	8, 019.05
Construction (Value of construction of buildings and other facilities at normal schools in excess of amount required to be expended by Basic Agreement)	2, 281.05
Total value of such contributions	G 23, 350.10
Equivalent in U.S. Cy.	\$4, 670.02

APPENDIX B

**STATEMENT OF CONTRIBUTIONS BY THE FOUNDATION OTHER THAN
CONTRIBUTIONS OF CASH MADE PURSUANT TO THE BASIC AGREEMENT**

Costs of Field Party Administration

Personal services	\$104, 534.84
Travel	4, 731.52
Transportation of things	1, 385.95
Communications	827.84
Other contractual services	688.06
Entertainment	667.46
Supplies	94.06
	<hr/>
	\$112, 909.73

In addition to the above expenses which were paid by the Foundation on the aforesaid purposes the following charges were also incurred and paid by the Foundation in connection with the cooperative educational program in Haiti:

Services of special educators sent to Haiti under Foundation Special Project B-EF- 54	\$4, 846.63
Expenses incurred in furnishing training for Mme. Luce Duvivier in the U.S. under Special Project B-EF-54	1, 449.37
Amount paid to Institute of International Education for performing certain services on behalf of Haitian personnel receiving training in the U.S.	1, 428.00
Cost of special English Teaching program con- ducted in Haiti by Foundation under Special Project SE-1409	14, 207.00
	<hr/>
	21, 931.00
Total of above contributions by Foundation	\$134, 840.73
Equivalent in Gdes	G 674, 203.65

APPENDIX C

STATEMENT OF PROJECTS AND OTHER ACTIVITIES UNDERTAKEN BY THE COMMISSION

Name of Project or Activity	Cost
Administration	G 202,562.56
(For all costs of administration)	
Training Grants	143,640.93
(Scholarships and training grants for Haitian personnel)	
English Teaching	6,466.18
(To promote wider knowledge of English)	
Manual Arts	4,545.45
(To provide training in handicrafts)	
Normal School (Teacher Training)	15,568.21
(To assist in improving teacher training courses and facilities)	
Science	3,052.00
(For promotion of courses in elementary science)	
Health Education	15,961.42
(To provide wider dissemination of materials and knowledge relating to hygiene and home economics)	
Ceramics	25,541.84
(To assist in the training of Haitian personnel in a new activity)	
Publications	2,069.15
(To cover costs of publishing teaching and other educational material)	
Miscellaneous	54,884.77
(For purchase of teaching supplies and related materials)	
Total cost of all projects and activities	G 474,292.51
Equivalent in US Cy.	\$94,858.50

APPENDIX D

April 29, 1947

MEMORANDUM

To: Mr. Emile St Lot
 Secretary of State for National Education

From: J. Max Bond (Sgd.) J. MAX BOND
 Special Representative of the Inter-American Educational Foundation

Subject: Liquidation of the Affairs of the Commission Cooperative Haitiano-Americaine d'Education

In accordance with the Basic Agreement between the Republic of Haiti and the Inter-American Educational Foundation, Inc. the cooperative program of education undertaken in Haiti pursuant to such agreement will terminate at the end of April 29, 1947.

All projects and activities of the Commission Cooperative Haitiano-Americaine d'Education will be closed as of that date and all unexpended and unobligated funds of these various undertakings of the Commission will

revert to the general unallocated funds of the Commission. No new obligations will be created except as modified by the terms of the following paragraph.

In order to provide for a prompt and efficient liquidation of the work of the Commission, it will be necessary for certain Commission administrative employees to remain and continue working for varying periods, none of which shall be longer than through the month of May 1947. To defray the salaries of such personnel and to pay other miscellaneous administrative expenses necessary to the proper liquidation of the Commission's activities, it will be necessary to establish a special Program Liquidation Account and to allocate the necessary funds from the General Account of the Commission. It is estimated that the total amount needed for this purpose will not exceed G 2,500. (\$500). Accordingly it is proposed that such amount be allocated for such purposes. Upon completion of the liquidation period in question the remaining portion of such funds will be disposed of in accordance with the provisions of the Termination Agreement between the Republic of Haiti and the Foundation covering the termination of the cooperative program.

This memorandum of agreement will be attached to and form a part of the mentioned Termination Agreement.

If the foregoing provisions are satisfactory to you please sign and return to this Office the two enclosed copies of this memorandum.

Approved by: E. SAINT LOT
*Secretary of State
 for National Education*

J. MAX BOND

APPENDIX D-1

DEPARTMENT DE L'EDUCATION NATIONALE

SECRETAIRERIE D'ETAT
 DE L'EDUCATION NATIONALE
 No. C-8 : 9130

PORT-AU-PRINCE, le 7 Mai 1947

Mr. J. MAX BOND
*Director de la Commission Cooperative
 Haitiano-Americaine d'Education*
 In his Office.

DIRECTOR:

Hereby you are authorized to make the necessary expenses relative to the installation and the connection of two Ceramics kilns, transported to the Department of National Education.

It is understood that these expenses will not exceed the sum of THIRTY FIVE DOLLARS & 00/100 (\$35.00) and will be taken from the "Liquidation Account" pursuant to the Memorandum for Agreement as of April 29, 1947.

Very truly yours,

EMILE ST LOT
Secretary of State

Approved:
 J. MAX BOND

APPENDIX E

FINAL FINANCIAL STATEMENT OF THE COMMISSION
AT THE CLOSE OF MAY 13, 1947

RECEIPTS

From the Republic of Haiti	
Cash	G 249, 999. 95
From the Inter-American Educational Foundation, Inc.	
Cash	(\$31, 800. 00)
Materials	(14, 228. 46)

TOTAL RECEIPTS	G 480, 142. 25
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DISBURSEMENTS

For projects and other activities (See Appendix C)	G 474, 292. 51
For liquidation purposes after April 29, 1947, the date on which the cooperative program ended	1, 301. 10
Total	475, 593. 61
Less: Conversion loss	. 01
NET TOTAL DISBURSEMENTS	475, 593. 60
BALANCE ¹	<u>4, 548. 65</u>

Equivalent in U.S. cy.:	
Receipts	\$96, 028. 45
Disbursements	95, 118. 72
Balance ¹	<u>909. 73</u>

¹ The balance of G 4,548.65 (\$909.73 US) is to be paid over to the Republic of Haiti in accordance with the provisions of CLAUSE VI of this Termination Agreement.

FINANCES

Exchange of notes at Port-au-Prince July 4, 1947

Entered into force July 4, 1947

Expired October 1, 1947, upon termination of agreement of September 13, 1941¹

61 Stat. 3097; Treaties and Other International Acts Series 1643

The Secretary of State for Foreign Affairs to the American Ambassador

[TRANSLATION]

SECRETARY OF STATE
OF FOREIGN RELATIONS

No. SG/A-3 : 903

PORT-AU-PRINCE, July 4, 1947

MR. AMBASSADOR:

I have the honor to inform Your Excellency that, on or before August 1, 1947, the Government of the Republic of Haiti will, in conformity with Article 5 of the loan contracts for bonds in Series A and C of 1922-23, issue redemption notices for October 1, 1947 of all bonds of those issues and certificates of interest on Series C bonds and will announce that in this connection and for other public purposes the Government of the Republic of Haiti desires to proceed immediately to the floating of an internal loan amounting to the sum of 10 million dollars.

To the extent that this may be necessary, the proceeds of the internal loan proposed will be utilized in the first place exclusively for the redemption of said bonds and certificates of interest. To this end, the proceeds of the internal loan will be turned over to the designated representative in Haiti of the Series A and C bondholders immediately upon receipt of such proceeds by the Government of the Republic of Haiti and this representative will have said proceeds converted into dollars of the United States of America as promptly as possible and will have the amount transferred to the fiscal agent of the loans. In order further to ensure the redemption of said bonds and certificates of interest by October 1, 1947, my Government will confer upon the fiscal agent of the loans irrevocable power to have notice of the redemption of said bonds issued, in the name of my Government, in the prescribed manner, and

¹ EAS 220, *ante*, p. 739.

will obtain from the National Bank of the Republic of Haiti and remit to your Government and to the fiscal agent, before the first publication of such redemption notice, the undertaking of the said Bank that, by October 1 or before, the fiscal agent will have on deposit, in trust for the redemption of said bonds and certificates of interest on the said date a sum of United States dollars (in funds immediately available in the city of New York) sufficient for their redemption.

In this connection, I refer Your Excellency to the second paragraph of Article 7 of the Executive Agreement of September 13, 1941, which provides that, until the complete amortization of all the bonds of the foreign debt of 1922–23 of the Government of Haiti, the public debt of the Republic of Haiti shall not be increased except upon previous agreement between the Governments of the United States of America and the Republic of Haiti.

I should appreciate it if Your Excellency would confirm what my Government believes, namely that the Government of the United States sees no objection to the floating of the internal loan and that, when the redemption notices for said bonds in Series A and C and certificates of interest in Series C bonds shall have been issued in conformity with the loan contracts and when sufficient funds for their redemption shall have been deposited in the hands of the fiscal agent in trust for the redemption of said bonds and certificates of interest by October 1, 1947, as provided for above, the Government of the United States will consider that the conditions stipulated in the second paragraph of Article 11 of the Agreement of September 13, 1941 will have been fulfilled.

I have the honor to inform Your Excellency that my Government will consider this note together with your note in reply containing the approval of your Government as constituting an agreement between our two Governments in the above terms, in relation to the proposed Haitian internal loan and the redemption of the foreign bonds of 1922 and 1923 in circulation and of the certificates of interest.

Please accept, Mr. Ambassador, the assurance of my high consideration.

ED TH MANIGAT

AV

His Excellency

Mr. HAROLD H. TITTMANN,
*Ambassador Extraordinary and Plenipotentiary
of the United States of America,
Port-au-Prince.*

The American Ambassador to the Secretary of State for Foreign Affairs

No. 263

EMBASSY OF THE
UNITED STATES OF AMERICA
PORT-AU-PRINCE, HAITI, July 4, 1947

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's note of July 4, 1947, with reference to the desire of Your Excellency's Government to float an internal loan in connection with its intention to redeem in their entirety the bonds and certificates of interest in Series C bonds of the external debt of 1922-1923 of the Government of Haiti.

In reply to the inquiry in Your Excellency's note of July 4, 1947, I take pleasure in informing you, pursuant to instructions from my Government, as follows:

The Government of the United States of America is agreeable to the proposed internal loan.

The Government of the United States of America will consider the full execution of the undertakings set forth in your note, including the calling for redemption of the outstanding bonds of Series A and C and certificates of interest in Series C bonds and the deposit of monies with the fiscal agent in trust for the redemption of such bonds and certificates of interest, all as set forth in your note, as meeting the conditions set forth in the second paragraph of Article 11 of the Executive Agreement of September 13, 1941.

The Government of the United States of America will consider Your Excellency's note, together with this note in reply, as constituting an agreement between the two Governments under the terms outlined above with respect to the proposed Haitian internal loan and redemption of outstanding external bonds of 1922-1923.

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

HAROLD H. TITTMANN

His Excellency

EDMÉ TH. MANIGAT

*Secretary of State for Foreign Affairs**Port-au-Prince*

HEALTH AND SANITATION PROGRAM

*Exchange of notes at Port-au-Prince September 25 and 27, 1947; extension agreement signed at Port-au-Prince September 30, 1947
Entered into force September 27, 1947; operative September 30, 1947
Program expired June 30, 1960*

61 Stat. 3651; Treaties and Other International Acts Series 1693

EXCHANGE OF NOTES

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

AMERICAN EMBASSY
PORT-AU-PRINCE, September 25, 1947

EXCELLENCY:

I have the honor to refer to the letters exchanged between the President of the Republic of Haiti and the Acting Secretary of State of the United States of America, dated April 7, 1942,¹ relating to the establishment of a co-operative health and sanitation program in Haiti as modified by the notes exchanged between the American Ambassador to the Republic of Haiti and the Secretary of State for Foreign Affairs of Haiti on June 29 and July 12, 1944,² concerning the same program.

In accordance with the exchange of such letters and correspondence, an agreement was entered into between the Republic of Haiti and the Institute of Inter-American Affairs, pursuant to which the cooperative health and sanitation program was inaugurated in Haiti and a small staff of experts and technicians was sent to Haiti to cooperate with officials of the Haitian Government in realizing the objectives of such program.

I have now been informed by the Department of State in Washington that additional funds amounting to \$25,000 have been made available by the Institute of Inter-American Affairs for the continuation of the cooperative health and sanitation program in Haiti up to and including June 30, 1948. It is understood that the additional \$25,000 to be contributed by the Institute of Inter-American Affairs will be made available on condition that

¹ EAS 425, *ante*, p. 756.

² EAS 453, *ante*, p. 774.

the Republic of Haiti contribute \$80,000 for the same program. The contribution by the Institute of Inter-American Affairs will be in addition to payments made by the Institute of Inter-American Affairs directly to or on account of the experts and technicians sent to Haiti by the Institute of Inter-American Affairs in connection with carrying out the cooperative health and sanitation program.

If Your Excellency agrees that the proposed arrangement, as outlined above, is acceptable to your Government, I would appreciate receiving an expression of Your Excellency's opinion and agreement thereto as soon as may be possible in order that final arrangements for signing the Extension Agreement may be made by officials of the Republic of Haiti and the Institute of Inter-American Affairs.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

ROBERT H. McBRIDE
Charge d'Affaires ad interim

His Excellency

EDMÉ MANIGAT,

*Secretary of State for Foreign Affairs,
Port-au-Prince.*

*The Secretary of State for Foreign Affairs to the American Charge d'Affaires
ad interim*

[TRANSLATION]

DEPARTMENT OF STATE
FOR FOREIGN AFFAIRS

No. SG/I-3 : 1242

REPUBLIC OF HAITI
PORT-AU-PRINCE, September 27, 1947

MR. CHARGÉ D'AFFAIRES,

I have the pleasure of acknowledging the receipt of the note of September 25 of this year in which you inform me that the Institute of Inter-American Affairs has decided to make a complementary contribution of \$25,000 to the sanitation program of the Haitian Government, on condition that the latter agrees to participate on its part to the amount of \$80,000.

In reply, I am happy to inform you that the Haitian Government agrees to renew the agreement which was to expire on September 30 of the present year, on the basis proposed by the Institute.

The necessary steps may therefore be taken for the signing of this supplementary agreement by the officials of the Institute and the representatives of the Haitian Government.

Accept, Mr. Chargé d'Affaires, the assurance of my most distinguished consideration.

EDMÉ TH. MANIGAT

Mr. ROBERT H. McBRIDE

*Chargé d'Affaires ad interim
of the United States of America.
Port-au-Prince.*

EXTENSION AGREEMENT

This Extension Agreement between the Republic of Haiti (hereinafter called the "Republic"), represented by the Secretary of State for Foreign Affairs of the Republic, and The Institute of Inter-American Affairs, a corporate instrumentality of the Government of the United States of America (hereinafter called the "Institute"), represented by Edwin L. Dudley, Chief of Field Party, Health and Sanitation Division of the Institute (hereinafter called the "Chief of Field Party"), is entered into for the purpose of extending and modifying the cooperative health and sanitation program which was jointly undertaken by the Republic and the Institute pursuant to the agreement entered into between the Republic and the United States, as provided in the notes exchanged between the President of the Republic and the Under Secretary of State of the United States on April 7, 1942, as supplemented and modified by the notes exchanged between the United States Ambassador to Haiti and the Secretary of State for Foreign Affairs of Haiti on June 29 and July 12, 1944, respectively, and as further modified and supplemented by the agreement concerning such program contained in the exchange of correspondence between the Executive Vice President of the Institute and the President of the Republic on July 11 and July 12, 1944 (all of such notes and correspondence being hereinafter collectively referred to as the "Basic Agreement").

CLAUSE I

The parties hereto mutually intend, agree and declare that the term of the Basic Agreement be and hereby is extended for an additional period of nine months beginning the first day of October 1947 and terminating the thirtieth day of June 1948.

CLAUSE II

The Institute shall continue to maintain in the Republic of Haiti during the term of this Extension Agreement a field party of technicians and other specialists which shall continue to be under the direction of the Chief of Field Party who shall be acceptable to the Republic and who shall be the representative of the Institute in Haiti in connection with the program to be carried

ployees and the immediate members of their families with them in Haiti shall also be exempt from the payment of custom and import duties on their personal effects, equipment and articles imported into Haiti for their personal use.

CLAUSE VII

All real and personal property acquired with funds required to be deposited to the account of the American Sanitary Mission, The Institute of Inter-American Affairs, pursuant to the Basic Agreement and this Extension Agreement shall become the property of the Republic whenever agreed upon by the Representative of the Government of Haiti and the Chief of Field Party during the term of this Extension Agreement, but no later than the termination thereof.

CLAUSE VIII

Any right, power or duty conferred by the Basic Agreement and this Extension Agreement upon either the Representative of the Government of Haiti or the Chief of Field Party may be delegated by the recipient thereof to representatives, provided such representatives are considered satisfactory by the other party hereto.

CLAUSE IX

The Republic will take the necessary steps to obtain legislation, decrees, orders or resolutions necessary to carry out the terms of this Extension Agreement.

CLAUSE X

This Extension Agreement shall supplement the provision of the Basic Agreement, the terms and provisions of which, in so far as they are not contrary to or inconsistent with the terms and provisions of this Extension Agreement shall continue in full force and effect during the term covered by this Extension Agreement.

CLAUSE XI

This Extension Agreement shall become effective as soon as diplomatic notes confirming and accepting this Extension Agreement have been exchanged by the Secretary of State for Foreign Affairs of the Republic and the Ambassador of the United States of America to Haiti or upon the date of execution hereof in the event that diplomatic notes approving the extension of the cooperative health and sanitation program, as herein provided, have been exchanged prior to the date of execution of this Extension Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Extension Agreement to be executed by their duly authorized representatives, in dupli-

cate, in the English and French languages, at Port-au-Prince, Haiti, this
30th day of September, 1947.

For the Institute of Inter-American Affairs

EDWIN L. DUDLEY

For the Government of Haiti

EDMÉ TH. MANIGAT

1. *Chlorophytum comosum* (L.) Willd.

Journal of Health Politics, Policy and Law, Vol. 35, No. 4, December 2010
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10. The following table shows the number of hours worked by each employee.

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FOOD PRODUCTION PROGRAM

Exchange of notes at Port-au-Prince December 19, 1947, and January 5, 1948, supplementing agreement of August 28, 1944, as modified and extended

Entered into force January 5, 1948

Program superseded June 30, 1950, by agreement of September 18 and 27, 1950¹

62 Stat. 3950; Treaties and Other International Acts Series 2061

The American Ambassador to the Minister for Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 433

PORT-AU-PRINCE, HAITI, December 19, 1947

EXCELLENCY:

I have the honor to refer to the agreement executed on August 28, 1944,² between the Minister of Agriculture on behalf of the Government of Haiti and the Vice-President of the Institute of Inter-American Affairs on behalf of the United States, as amended and extended by subsequent agreements signed by representatives of the two parties on July 20, 1945,³ October 16, 1945,⁴ and December 27, 1946,⁵ providing for a cooperative program in food production in the Republic of Haiti.

In accordance with such agreements, the cooperative program in food production was inaugurated in Haiti and a small staff of experts and technicians was sent to Haiti by the Institute to cooperate with officials of the Haitian Government in realizing the objectives of such program. As your Government is aware, recent studies made by officials of the Haitian Government in cooperation with members of the field staff of the Institute in Haiti have resulted in a proposal that certain additional activities be undertaken and carried out in order to accomplish more fully the general objectives of the program provided further funds are made available by the Haitian Government and the Institute for such additional activities.

¹ 1 UST 780, TIAS 2154.

² TIAS 2061, *ante*, p. 776.

³ TIAS 2061, *ante*, p. 789.

⁴ TIAS 2061, *ante*, p. 795.

⁵ TIAS 2061, *ante*, p. 801.

I have now been informed by the Department of State in Washington that the Institute, on behalf of the United States Government, will, if the Government of Haiti so desires, agree to the contribution of additional funds in the amount of \$25,000 to be used in carrying out the program on condition that the Government of Haiti contribute an additional amount having the equivalent in Haitian currency of \$75,000 U.S. Cy.

Except for the contributions of the additional funds, as mentioned above, all of the present terms and conditions provided for in the existing arrangement between the Government of Haiti and the Institute with respect to the cooperative program in food production shall remain in effect during the period covered by the present agreement, that is, through June 30, 1948.

If Your Excellency agrees that the proposed arrangement as outlined above is acceptable to your Government, I should appreciate receiving an expression of Your Excellency's opinion, and agreement thereto as soon as may be possible in order that final arrangements for signing a proposed Supplemental Agreement covering such matters may be made by the officials of the Government of Haiti and the Institute of Inter-American Affairs.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

HAROLD H. TITTMANN

His Excellency

EDMÉE MANIGAT

*Minister for Foreign Affairs
Port-au-Prince*

The Secretary of State for Foreign Affairs ad interim to the American Ambassador

[TRANSLATION]

MINISTRY OF STATE
FOR FOREIGN RELATIONS
EC/A-4:391

REPUBLIC OF HAITI
PORT-AU-PRINCE, January 5, 1948

MR. AMBASSADOR:

Following my letter No. EC/A-4:365 of December 26 last, I have the honor to inform Your Excellency that the Haitian Government is prepared to contribute the amount of \$75,000.00, United States Currency, as an additional share for the implementation of the cooperative program of food-stuffs production.

Consequently, I have the pleasure of notifying your Excellency that the Haitian Government is ready to sign the supplementary Agreement referred to in its letter of December 19 last, No. 433.

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CLAUSE I

The parties hereto mutually intend, agree and declare that the Basic Agreement, as extended, be and hereby is further supplemented and modified according to the Clauses hereinafter set forth.

CLAUSE II

The parties hereby recognize, and acknowledge their financial obligations with respect to the Cooperative Food Production Program as required by the Basic Agreement to be in the amount of \$175,000 on the part of the Institute which amount has been and is being contributed by the Institute in the form of United States Currency, materials, supplies, and equipment; and an amount equivalent in Haitian currency of \$225,000 (USC) on the part of the Republic in the form of cash contributions to the joint account entitled, "Cooperative Food Production Program—The Institute of Inter-American Affairs" referred to in Clause III of the Extension Agreement signed on behalf of the parties hereto on December 27, 1946.

CLAUSE III

The Cooperative Food Production Program shall be further financed by the parties during the period ending June 30, 1948 as follows:

A. The Institute shall contribute Twenty-Five Thousand Dollars (\$25,000) which shall be deposited to the credit of the joint account referred to in Clause II hereof on or before January 15, 1948.

B. The Republic shall deposit in the said joint account referred to in Clause II hereof the equivalent in Haitian currency of Seventy-Five Thousand Dollars (\$75,000) (USC), computed at the conversion rate of 5 Gourdes per U.S. dollar in accordance with the following schedule:

On or before the date of execution of this Supplemental Agreement . . .	\$25,000
On or before January 15, 1948	25,000
On or before March 15, 1948	25,000
	Total \$75,000

C. The funds, deposited to the joint account referred to in Clause II hereof by either the Republic as to its second required deposit (equivalent of \$25,000 USC) or the Institute as to its only deposit of \$25,000, shall not be expended until both such deposits have been made as herein provided.

CLAUSE IV

All of the terms and conditions of the Basic Agreement which are not contrary to or inconsistent with the provisions of this Supplemental Agreement

shall continue to remain in effect and be completely binding upon the parties hereto.

CLAUSE V

This Supplemental Agreement shall become effective as soon as appropriate diplomatic notes confirming and accepting the terms of this Supplemental Agreement have been exchanged between the Secretariat of State for Foreign Affairs of the Republic and the Embassy of the United States of America to Haiti.

IN WITNESS WHEREOF, The parties hereto have caused this Supplemental Agreement to be executed by their duly authorized representatives, in duplicate, in the English and French languages at Port-au-Prince, Haiti, this eighth day of January, 1948.

For the Republic of Haiti
By JEAN DAVID
*Secretary of State
for Agriculture*

For the Institute of Inter-American Affairs
By W. ALAN LAFLIN
*Chief of Field Party
Food Supply Division in
Haiti*

EXCHANGE OF NOTES

The American Embassy to the Secretariat of State for Foreign Affairs

No. 471

EMBASSY OF THE
UNITED STATES OF AMERICA

The Embassy of the United States of America presents its compliments to the Secretariat of State for Foreign Affairs and has the honor to confirm and accept the Supplemental Agreement between the Government of the Republic of Haiti and the Institute of Inter-American Affairs, a corporate instrumentality of the Government of the United States of America, which was signed at Port-au-Prince the eighth day of January 1948.

PORT-AU-PRINCE, *January 13, 1948*

AMENDMENT TO THE LETTER AGREEMENT BETWEEN THE BUREAU OF PLANT INDUSTRY AND THE GOVERNMENT OF HAITI DATED JANUARY 24, 1941

ARTICLE I

The Government of Haiti shall permit the importation into Haiti, free of duty or any fee whatsoever, of all material or property of the Government of the United States of America which may be required for these cooperative experiments; and this exemption from duties and fees shall extend to the personal properties of citizens of the United States of America assigned to the cooperative experiments, provided that the resident representative of the United States Department of Agriculture shall certify that such personal properties are not imported for resale.

In the case of the sale in Haiti of these personal effects, a declaration should be made to the Fiscal Department of the National Bank of the Republic of Haiti which will issue statements upon the payment of the customs duties in conformity with the customs law.

ARTICLE II

This Supplementary Agreement shall remain in force as though it were an integral part of the aforesaid Letter Agreement dated January 24, 1941.¹

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

[TRANSLATION]

DEPARTMENT OF STATE
FOR FOREIGN AFFAIRS
EC/A-4: 564

REPUBLIC OF HAITI
PORT-AU-PRINCE, February 11, 1948

MR. CHARGÉ D'AFFAIRES:

I have the pleasure of acknowledging the receipt of the note dated February 3, 1948, under cover of which you communicated to me an Amendment to the Agreement concluded on January 24, 1941, between the Republic of Haiti and the Bureau of Plant Industry, relating to cooperative research on rubber in our country.

I note that the change in Article 1 [I] of that Amendment, proposed by this Chancellery, has been adopted by the Embassy of the United States of America.

In reply, I take pleasure in communicating to you herewith the French translation² of the document in question.

¹ EAS 462, *ante*, p. 781.

² Not printed here.

It is clearly understood that the present note of this Chancellery confirms the acceptance of this Amendment by the Haitian Government.

I avail myself of this occasion to renew to you, Mr. Chargé d'Affaires, the assurances of my very distinguished consideration.

E. MANIGAT

Mr. ROBERT H. McBRIDE,
Charge d'Affaires ad interim
of the United States of America,
Port-au-Prince.

DEPARTMENT OF THE ARMY

I have the pleasure of informing Your Excellency that the bases shown below:

- a) share of the Haitian Government: \$300,000.00
- b) " of the Institute : \$100,000.00

in addition to an amount of \$137,012.00, intended for the payment of salaries and other expenses of the personnel of the Food Supply, are accepted by the Government of the Republic.

I avail myself of this opportunity to renew to Your Excellency, Mr. Ambassador, the assurance of my high consideration.

EDMÉE MANIGAT

His Excellency

Mr. HAROLD H. TITTMANN,
*Ambassador Extraordinary and Plenipotentiary
of the United States of America,
Port-au-Prince.*

HEALTH AND SANITATION PROGRAM

*Exchange of notes at Port-au-Prince June 25 and 30, 1948, extending
agreement of April 7, 1942*

Entered into force June 30, 1948

Program expired June 30, 1960

62 Stat. 2649; Treaties and Other
International Acts Series 1801

The American Ambassador to the Secretary of State for Foreign Affairs

AMERICAN EMBASSY

No. 710

PORT-AU-PRINCE, HAITI, JUNE 25, 1948

EXCELLENCY:

I have the honor to refer to the Basic Agreement between the Republic of Haiti and the Institute of Inter-American Affairs, which arose out of notes exchanged between the President of the Republic of Haiti and the Under Secretary of State of the United States of America on April 7, 1942,¹ as later modified and extended, which provided for the initiation and execution of the existing cooperative health and sanitation program in Haiti. I also refer to Your Excellency's note of June 24, 1948, suggesting the consideration by our respective Governments of a further extension of that Agreement.

As Your Excellency knows, the Basic Agreement under reference provides that the cooperative health and sanitation program will terminate on June 30, 1948. However, considering the mutual benefits which both governments are deriving from the program, my Government agrees with the Government of Haiti that an extension of such program would be desirable. I have been advised by the Department of State in Washington that arrangements may now be made for the Institute to continue its participation in the cooperative program for a period of one year, from June 30, 1948 through June 30, 1949. It would be understood that, during such period of extension the Institute would make a contribution of \$70,000 United States currency to the *Service Coopératif Inter-Américain de la Santé Publique* for use in carrying out project activities of the program on condition that your Government would contribute to the Service for the same purpose the sum of

¹ EAS 425, *ante*, p. 756.

AIR FORCE MISSION

Agreement signed at Washington January 4, 1949

Entered into force January 4, 1949

Extended by agreements of January 28 and March 2, 1953,¹ and December 3, 1956, and January 7, 1957²

Amended by agreement of February 20, 1959³

Terminated May 6, 1963⁴

63 Stat. 2311; Treaties and Other International Acts Series 1863

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF HAITI

In conformity with the request of the Government of the Republic of Haiti to the Government of the United States of America, the President of the United States of America has authorized the appointment of officers and enlisted men to constitute an Air Force Mission to the Republic of Haiti under the conditions hereinafter specified.

TITLE I

Purpose and Duration

ARTICLE 1. The purpose of this Mission is to cooperate with the Secretary of State for National Defense and with the personnel of the Haitian Air Forces with a view to contributing to the development of the air force of the Republic of Haiti.

ARTICLE 2. This Mission shall continue for a period of four (4) years from the date of the signing of this Agreement by the accredited representatives of the Governments of the United States of America and the Republic of Haiti, unless previously terminated or extended as hereinafter provided.

(a) Any member of the Mission may be recalled by the Government of the United States of America after the expiration of two (2) years of service, in which case another member shall be appointed to replace him.

¹ 4 UST 1465; TIAS 2807.

² 8 UST 6; TIAS 3728.

³ 10 UST 380; TIAS 4198.

⁴ Pursuant to notice given by Haiti May 6, 1963, under art. 5.

(b) The Government of the Republic of Haiti reserves the right to request, at any time, the recall of a member of the Mission, in which case the Government of the United States of America shall appoint another member to replace him.

ARTICLE 3. If the Government of the Republic of Haiti should desire that the services of the Mission be extended beyond the stipulated period, it shall make a written request to that effect six (6) months before the expiration of this Agreement.

ARTICLE 4. This Agreement may be terminated before the expiration of the period of four (4) years prescribed in Article 2, or before the expiration of the extension authorized in Article 3, in the following manner:

(a) By either of the Governments, subject to three (3) months' written notice to the other Government;

(b) By the recall of the entire personnel of the Mission by the Government of the United States of America in the public interest of the United States of America, without compliance with the formalities provided for in paragraph (a) of this Article.

ARTICLE 5. This Agreement is subject to cancellation on the initiative either of the Government of the United States of America or of the Government of the Republic of Haiti in the event that either of those Governments is involved in civil or foreign hostilities.

TITLE II

Composition and Personnel

ARTICLE 6. This Mission shall consist of such personnel of the United States Air Force as may be agreed upon between the Secretary of State for National Defense, through the authorized representative of the Government of the Republic of Haiti in Washington, and the Department of the Air Force of the United States of America.

TITLE III

Duties, Rank, and Precedence

ARTICLE 7. The personnel of the Mission shall perform such duties as may be agreed upon between the Secretary of State for National Defense and the Chief of the Mission.

ARTICLE 8. The members of the Mission shall, in the performance of their duties, be responsible, through the Chief of the Mission, to the Secretary of State for National Defense.

ARTICLE 9. Each member of the Mission shall serve on it with the rank he holds in the United States Air Force, and wear the uniform thereof, but shall have precedence over all Haitian officers of the same rank.

death. The return trip to New York City of the family of the deceased and the transportation of their household effects, baggage, and automobile shall be provided in accordance with the terms of Article 15. All compensation due the deceased member, including salary for the fifteen (15) days subsequent to his death, and reimbursement for expenses and transportation due such member for travel performed on official business of the Government of the Republic of Haiti, shall be paid to the widow of the deceased, or to any other person who may have been designated in writing by the deceased while serving under the terms and provisions of this Agreement; but his widow or any other person shall not be entitled to any compensation for accrued leave due and not taken by the deceased. All compensations due the widow, or any other person designated by the deceased, under the provisions of this Article, shall be paid within fifteen (15) days of the decease of the said member.

TITLE V

Requisites and Conditions

ARTICLE 22. So long as this Agreement, or any extension thereof, is in effect, the Government of the Republic of Haiti agrees not to engage the services of a Mission of any other foreign Government for duties of any nature connected with the military air forces of the Republic of Haiti, except by mutual agreement between the Governments of the United States of America and the Republic of Haiti.

ARTICLE 23. Every member of the Mission shall agree not to divulge or in any way disclose to any government or individual any secret or confidential matter of which he may become cognizant in his capacity as a member of the Mission. This requirement shall continue in force after the termination of his services with the Mission and after the expiration or cancellation of this Agreement or any extension thereof.

ARTICLE 24. In the terms of this Agreement, the word "family" is understood, for each member of the Mission, to mean his wife and their minor children.

ARTICLE 25. Each member of the Mission shall be entitled to one month's annual leave with pay, or to a proportional part of such leave with pay for any fractional part of a year. The unused portion of such leave shall be cumulative from year to year during his service as a member of the Mission.

ARTICLE 26. The leave referred to in the preceding Article may be spent in the Republic of Haiti, in the United States of America, or in other countries, but the expenses of travel and transportation shall be borne by the member of the Mission taking such leave. Travel time shall count as leave and shall not be in addition to the time authorized in the preceding Article.

ARTICLE 27. The Government of the Republic of Haiti agrees to grant the leave specified in Article 25, upon written request, approved by the Chief of the Mission, taking into consideration the conveniences of the service.

ARTICLE 28. Any member of the Mission who may be relieved shall continue service with the Mission until the arrival of his replacement, except when otherwise agreed upon between the two Governments.

ARTICLE 29. The Government of the Republic of Haiti undertakes to furnish appropriate medical attention to the members of the Mission and to their families. If a member of the Mission should become ill or be the victim of an accident, he shall, should he so desire, be cared for in the hospitals of the Government of the Republic of Haiti at the expense of that Government. There shall furthermore be provided annually a credit not to exceed 20 percent of the total amount of the annual salaries of the members of the Mission for medical attention that may be furnished them and the members of their families by specialists or in institutions other than the hospitals of the Government of the Republic of Haiti. Expenditures of funds of this nature shall be made by the Government of the Republic of Haiti at the request of the Chief of the Mission. The Government of the Republic of Haiti shall not be responsible for the payment of expenses for medical attention received outside the territory of the Republic of Haiti. Neither shall it be responsible for the payment of any compensation in the case of the permanent physical disability of a member of the Mission.

ARTICLE 30. Any member of the Mission no longer able properly to perform his duties by reason of prolonged physical disability shall be replaced.

IN WITNESS WHEREOF, the undersigned, Robert A. Lovett, Acting Secretary of State of the United States of America, and Joseph D. Charles, Ambassador of the Republic of Haiti in Washington, duly authorized thereto, have signed this Agreement, in duplicate, in the English and French languages, at Washington, this fourth day of January, one thousand nine hundred forty-nine.

For the Government of the United States of America:

ROBERT A. LOVETT

For the Government of the Republic of Haiti:

JOSEPH D. CHARLES

ARTICLE 11. The personnel of the Mission shall be governed by the disciplinary regulations of the United States Navy.

TITLE IV

Pay and Allowances

ARTICLE 12. Members of the Mission shall receive from the Government of the Republic of Haiti such net annual compensation as may be agreed upon between the Government of the United States of America and the Government of the Republic of Haiti for each member. This compensation shall be paid, in currency of the United States of America, in twelve (12) equal monthly instalments, each due and payable on the last day of each month. Such compensation shall not be subject to any tax now in effect or which may hereafter be imposed by the Government of the Republic of Haiti or by any administrative or political subdivision of the said Government. If, however, now or hereafter, while this Agreement is in effect, there should be any taxes that might affect that compensation, such taxes shall be borne by the Government of the Republic of Haiti, in order that the pay agreed upon shall be net.

ARTICLE 13. The compensation agreed upon as indicated in the preceding Article shall commence upon the date of departure from the United States of each member of the Mission and, except as otherwise expressly provided in this Agreement, shall continue to be paid until termination of duty with the Mission, including the time for the return voyage to the United States and any period of accumulated leave which may be due.

ARTICLE 14. The compensation due for the period of the return trip and accumulated leave shall be paid to a detached member of the Mission before his departure from the Republic of Haiti, and such payment shall be computed for travel by the shortest usually traveled sea route, regardless of the route and method of travel adopted by the member detached.

ARTICLE 15. Each member of the Mission and his family shall be furnished by the Government of the Republic of Haiti with first-class passage, via the shortest usually traveled route, for all travel required and performed under this Agreement, between the port of embarkation in the United States of America and the location of his post in Haiti, both for the outward and for the return voyage. The Government of the Republic of Haiti shall also assume all expenses necessitated by the transportation of the household effects, baggage and automobile of each member of the Mission from the port of embarkation in the United States of America to his post in Haiti, as well as the expenses incidental to the transportation of such household effects, baggage and automobile from Haiti to the port of embarkation in the United States of America. This shall include all necessary expenses incident to unloading from the ship upon arrival in Haiti, cartage between the ship and the residence in Haiti, and packing and loading on board the ship

upon departure from Haiti. Transportation of such household effects, baggage, and automobile shall be effected in one shipment, and all subsequent shipments shall be at the expense of the respective members of the Mission, except as otherwise provided in this Agreement or when such shipments are necessitated by circumstances beyond their control. Payments of expenses for the transportation of families, household effects and automobiles, in the case of personnel who may join the Mission for temporary duty, shall not be required under this Agreement, but shall be determined by negotiations between the Navy Department of the United States of America and the authorized representative of the Government of the Republic of Haiti in Washington at such time as the detail of personnel for such temporary duty may be agreed upon.

ARTICLE 16. The Government of the Republic of Haiti shall, upon the request of the Chief of the Mission, approved by the Ambassador of the United States of America or by the Chargé d'Affaires ad interim, grant entry, duty-free, for articles imported by members of the Mission for their personal use and that of the members of their families, not to exceed 25 percent of the total of their annual salary. The Chief of the Mission shall be responsible for the strict observance of the provisions of this Article.

ARTICLE 17. If the services of any member of the Mission should be terminated by action of the Government of the United States of America, except in accordance with the provisions of Article 5, prior to the completion of two years' service, the provisions of Article 15 shall not apply to the return voyage. If the services of any member of the Mission should terminate or be terminated prior to the completion of two years' service for any other reason, including those set forth in Article 5, he shall receive from the Government of the Republic of Haiti all the compensations, emoluments, and perquisites as if he had completed two years' service, but the annual salary shall terminate as provided by Article 13. But should the Government of the United States of America detach any member for breach of discipline, no cost of the return to the United States of America of such member, his family, household effects, baggage or automobile shall be borne by the Government of the Republic of Haiti.

ARTICLE 18. Compensation for transportation and traveling expenses in the Republic of Haiti on official business of the Government of the Republic of Haiti shall be provided by the Government of the Republic of Haiti in accordance with the provisions of Article 10.

ARTICLE 19. The Government of the Republic of Haiti shall provide the Chief of the Mission with a suitable automobile, with chauffeur, for his use on official business. Vehicles, with chauffeur, and, when necessary, a launch properly equipped, shall, upon request, be placed at the disposal of the Mission by the Government of the Republic of Haiti for the conduct of the official business of the Mission.

ARTICLE 20. The Government of the Republic of Haiti shall provide suitable office space for the use of the members of the Mission and grant them all facilities for their work, to the extent of its means.

ARTICLE 21. If any member of the Mission, or a member of his family, should die in Haiti, the Government of the Republic of Haiti shall have the body transported to such place in the United States of America as the members of his family may decide, but the cost to the Government of the Republic of Haiti shall not exceed the cost of transporting the remains from the place of decease to New York City.

Should the deceased be a member of the Mission, his services with the Mission shall be considered to have terminated fifteen (15) days after his death. The return trip to the port of embarkation in the United States of America of the family of the deceased and the transportation of their household effects and automobile shall be provided according to the terms of Article 15. All compensation due the deceased member, including salary for the fifteen (15) days subsequent to his death, and reimbursement for expenses and transportation due such member for travel performed on official business of the Government of the Republic of Haiti, shall be paid to the widow of the deceased, or to any other person who may have been designated in writing by the deceased while serving under the terms and provisions of this Agreement; but his widow or any other person shall not be entitled to any compensation for accrued leave due and not taken by the deceased. All compensations due the widow, or any other person designated by the deceased, under the provisions of this Article, shall be paid within fifteen (15) days of the decease of the said member.

TITLE V

Obligations and Conditions

ARTICLE 22. So long as this agreement, or any extension thereof, is in effect, the Government of the Republic of Haiti agrees not to engage the services of a Mission of any other foreign government for duties of any nature connected with the Coast Guard of Haiti, except by mutual agreement between the Government of the United States of America and the Government of the Republic of Haiti.

ARTICLE 23. Each member of the Mission shall agree not to divulge or in any way disclose to any government or individual any secret or confidential matter of which he may become cognizant in his capacity as a member of the Mission. This requirement shall continue in force after the termination of his services with the Mission and after the expiration or cancellation of this Agreement or any extension thereof.

ARTICLE 24. In the terms of this Agreement, the word "family" is understood, for each member of the Mission, to mean his wife and their minor children.

ARTICLE 25. Each member of the Mission shall be entitled to one month's annual leave with pay, or to a proportional part of such leave with pay for any fractional part of a year. The unused portion of such leave shall be cumulative from year to year during his service as a member of the Mission.

ARTICLE 26. The Government of the Republic of Haiti agrees to grant the leave specified in Article 25, upon written request approved by the Chief of the Mission, taking into consideration the conveniences of the service.

ARTICLE 27. The leave referred to in Article 25 may be spent in Haiti, in the United States of America, or in other countries, but the expense of travel and transportation shall be borne by the member of the Mission taking such leave. Travel time shall count as leave and shall not be in addition to the time authorized in Article 25.

ARTICLE 28. Any member of the Mission who may be relieved shall continue service with the Mission until the arrival of his replacement, except when otherwise agreed upon between the two Governments.

ARTICLE 29. Members of the Mission who may become ill shall be cared for in the hospitals of the Government of the Republic of Haiti at the expense of the Government of the Republic of Haiti. There shall furthermore be provided annually a credit not to exceed 20 percent of the total amount of the annual salaries of the members of the Mission for medical attention that may be furnished them and the members of their families by specialists or in institutions other than the hospitals of the Government of the Republic of Haiti. The expenditure of funds of this nature shall be made by the Government of the Republic of Haiti at the request of the Chief of the Mission. The Government of the Republic of Haiti shall not be responsible for payment of expenses for medical attention received outside the territory of the Republic. Neither shall the Government of the Republic of Haiti be responsible for the payment of further compensation following physical disability of a member of the Mission.

ARTICLE 30. Any member of the Mission no longer able properly to perform his duties by reason of prolonged physical disability shall be replaced.

IN WITNESS WHEREOF, the undersigned, Dean Acheson, Secretary of State of the United States of America, and Joseph D. Charles, Ambassador of Haiti in Washington, duly authorized thereto, have signed this Agreement, in duplicate, in the English and French languages, at Washington, this fourteenth day of April, one thousand nine hundred forty-nine.

For the Government of the United States of America:
DEAN ACHESON

For the Government of the Republic of Haiti:
JOSEPH D. CHARLES

HEALTH AND SANITATION PROGRAM

Exchange of notes at Port-au-Prince June 30, 1949, extending agreement of April 7, 1942

Entered into force June 30, 1949

Program expired June 30, 1960

63 Stat. 2706; Treaties and Other International Acts Series 1977

The American Ambassador to the Secretary of State for Foreign Affairs

AMERICAN EMBASSY

No. 305

Port-au-Prince, June 30, 1949

EXCELLENCY:

I have the honor to refer to the Basic Agreement, as amended, entered into in April 1942¹ on behalf of the Republic of Haiti and The Institute of Inter-American Affairs, providing for the present cooperative health and sanitation program in Haiti. I also refer to Your Excellency's note of June 20, 1949, suggesting the consideration by our respective governments of a further extension of that Agreement.

Considering the mutual benefits which both Governments are deriving from the program, my Government agrees with the Government of Haiti that an extension of the program beyond its present termination date of June 30, 1949, would be desirable. Accordingly, I have been advised by the Department of State in Washington that arrangements may now be made for the Institute to continue its participation in the program for a period of one year, from June 30, 1949, through June 30, 1950. It would be understood that, during this period of extension, the Institute would make a contribution of \$100,000, in the currency of the United States, to the Service Coopératif Inter-Américain de la Santé Publique, for use in carrying out project activities of the program on condition that your Government would contribute to the Service for the same purpose the sum of 1,500,000 Gourdes. The Institute would also be willing during the same extension period to make available funds to be expended by the Institute, and not deposited to the account of the Service, for payment of salaries and other expenses of the members of the Health and Sanitation Division field staff, who are main-

¹ EAS 425, *ante*, p. 756.

tained by the Institute of Haiti. The amounts referred to would be in addition to the sums already required under the present Basic Agreement, as amended, to be contributed and made available by the parties in furtherance of the program.

The Government of the United States of America will consider the present note and your reply note concurring therein as constituting an agreement between our two Governments, which shall come into force on the date of signature of an agreement by the Haitian Secretary of State for National Education and Public Health and a representative of The Institute of Inter-American Affairs, embodying the above-mentioned technical details.

If the proposed extension on the above basis is acceptable to your Government, I would appreciate receiving an expression of Your Excellency's assurance to that effect as soon as may be possible, in order that the technical details of the extension may be worked out by the officials of the Ministry of Health and The Institute of Inter-American Affairs.

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

WILLIAM E. DE COURCY

His Excellency

TIMOLEAN C. BRUTUS,

*Secretary of State for Foreign Affairs,
Port-au-Prince*

The Secretary of State for Foreign Affairs to the American Ambassador

[TRANSLATION]

MINISTRY OF STATE
FOR FOREIGN RELATIONS

No. SG/A-3 : 1.682 (bis)

REPUBLIC OF HAITI

Port-au-Prince, June 30, 1949

Mr. AMBASSADOR:

I have the honor to acknowledge receipt of Your Excellency's letter No. 305, dated the 30th of this month, relative to extension of the Agreement of April 7, 1942, as amended, for a period of one year ending June 30, 1950.

I have noted that the technical details of the aforesaid Agreement to be concluded between the Institute of Inter-American Affairs and the Haitian Government are to be discussed by the appropriate officials of the two bodies.

I take pleasure in informing Your Excellency that the Government of the Republic accepts the following bases:

- (a) Contribution of the Haitian Government: \$300,000.00
- (b) " " " Institute: 100,000.00

in addition to a certain sum for payment of salaries and other expenses of the personnel of the Health Mission.

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

TIMOLEON C. BRUTUS

His Excellency

WILLIAM EARL DECOURCY,

*Ambassador Extraordinary and Plenipotentiary
of the United States of America,
Port-au-Prince.*

FOOD PRODUCTION PROGRAM

Exchange of notes at Port-au-Prince June 30, 1949, modifying and extending agreement of August 28, 1944

Entered into force June 30, 1949

Program superseded June 30, 1950, by agreement of September 18 and 27, 1950¹

63 Stat. 2911; Treaties and Other International Acts Series 2153

The American Ambassador to the Secretary of State for Foreign Affairs

AMERICAN EMBASSY

Port-au-Prince, June 30, 1949

No. 308

EXCELLENCY:

I have the honor to refer to the Basic Agreement, as amended, entered into in August 1944 between the Republic of Haiti and The Institute of Inter-American Affairs,² providing for the existing cooperative program of agriculture in Haiti. I also refer to Your Excellency's note of June 20, 1949, suggesting the consideration by our respective governments of a further extension of that Agreement.

Considering the mutual benefits which both Governments are deriving from the program, my Government agrees with the Government of Haiti that an extension of the program beyond its present termination date of June 30, 1949 would be desirable. Accordingly, I have been advised by the Department of State in Washington that arrangements may now be made for the Institute to continue its participation in the program for a period of one year, from June 30, 1949 through June 30, 1950. It would be understood that, during this period of extension, the Institute would make a contribution of \$100,000 in the currency of the United States, to the Service Coopératif Inter-Américain de Production Agricole, for use in carrying out project activities of the program, on condition that your Government would contribute to the Service for the same purpose the sum of 1,500,000 Gourdes. The Institute would also be willing during the same extension period to make available funds to be administered by the Institute, and not deposited to the account of the Service, for payment of salaries and other expenses of the members of the Food Supply Division field staff who are maintained by the

¹ 1 UST 780; TIAS 2154.

² TIAS 2061, *ante*, p. 776.

Institute in Haiti. The amounts referred to would be in addition to the sums already required under the present Basic Agreement, as amended, to be contributed and made available by the parties in furtherance of the program.

The Government of the United States of America will consider the present note and your reply note concurring therein as constituting an agreement between our two Governments, which shall come into force on the date of signature of an agreement by the Secretary of State for Agriculture and a representative of The Institute of Inter-American Affairs embodying the above-mentioned technical details.

If the proposed extension on the above basis is acceptable to your Government, I would appreciate receiving an expression of Your Excellency's assurance to that effect as soon as may be possible, in order that the technical details of the extension may be worked out by the officials of the Ministry of Agriculture and The Institute of Inter-American Affairs.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

WILLIAM E. DECOURCY

His Excellency

TIMOLEON C. BRUTUS,
Secretary of State for Foreign Affairs,
Port-au-Prince.

The Secretary of State for Foreign Affairs to the American Ambassador

[TRANSLATION]

MINISTRY OF STATE
FOR FOREIGN AFFAIRS
No. SG/A-3 : 1.681 (bis)

REPUBLIC OF HAITI
Port-au-Prince, June 30, 1949

MR. AMBASSADOR:

I have the honor to acknowledge receipt of Your Excellency's letter No. 306, dated the 30th of this month, relating to the renewal of the Agreement of August 28, 1944, as amended, for a period of one year ending August 30, 1950.

I have noted that the technical details of the aforesaid Agreement to be concluded between the Institute of Inter-American Affairs and the Government of Haiti are to be discussed by the appropriate officials of the two entities.

I am pleased to inform Your Excellency that the bases enumerated below:

- | | |
|--|-----------|
| (a) contribution by the Government of Haiti: | \$300,000 |
| (b) " the Institute : | \$100,000 |

in addition to an amount intended for the payment of salaries and other expenses of the personnel of the Food Supply, have been accepted by the Government of the Republic.

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

TIMOLÉON C. BRUTUS

His Excellency

Mr. WILLIAM EARL DeCOURCY,
*Ambassador Extraordinary and Plenipotentiary
of the United States of America,
Port-au-Prince.*

RECIPROCAL TRADE

*Agreement signed at Port-au-Prince December 29, 1949, terminating
agreement of March 28, 1935
Entered into force December 29, 1949*

[For text, see 2 UST 458; TIAS 2189.]