

PURCHASE OF NATURAL RUBBER

*Exchange of notes at Washington January 28 and February 7, 1946
Entered into force February 7, 1946
Expired June 30, 1946*

60 Stat. 1690; Treaties and Other
International Acts Series 1525

The Secretary of State to the French Ambassador

DEPARTMENT OF STATE
WASHINGTON
Jan 28 1946

EXCELLENCY:

I have the honor to inform Your Excellency that the Government of the United States of America is prepared to enter into an agreement for the purchase of all natural rubber allocated from all French areas in the Far East to the United States of America by the Combined Raw Materials Board, or successor body, according to the following terms:

The Rubber Development Corporation, which is the agency of the Government of the United States of America which has been designated to negotiate for and effect the purchase of all natural rubber allocated to the United States of America by the Combined Raw Materials Board or successor body, shall purchase from the Government of France all natural rubber which has been or shall be so allocated from all French areas in the Far East at a price of 20¼ cents United States currency per pound for standard top grades with appropriate differentials for other types and grades, at Far Eastern port free on board ocean going steamer destined for United States port. This price shall be paid on all rubber covered by ocean bills of lading bearing dates between September 2, 1945 (VJ Day) and June 30, 1946, inclusive. Payment for such rubber will be effected by the opening of an appropriate letter or letters of credit in favor of such agency of the Government of France as shall be designated (or such other method of payment as may be mutually agreed upon); which letters of credit shall provide for payment against shipping documents endorsed "on board" ocean going steamer evidencing that the rubber has been shipped consigned to "Recon-

struction Finance Corporation, 15 Williams Street, New York 5, New York". Quality and weights shall be as determined upon inspection and weighing at United States port.

This note, together with your reply indicating acceptance by the Government of France of the offer contained herein, shall be deemed by the Government of the United States of America as bringing the above agreement into full force and effect. The Rubber Development Corporation will execute with the appropriate French authority a contract embodying the details of the above agreement.

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

For the Secretary of State:
WILLIAM L. CLAYTON

His Excellency
HENRI BONNET
Ambassador of France.

The French Ambassador to the Secretary of State

[TRANSLATION]

EMBASSY OF FRANCE
IN THE UNITED STATES

CA/RL
NO. 100

WASHINGTON, *February 7, 1946*

MR. SECRETARY OF STATE:

I have the honor to acknowledge the receipt of Your Excellency's note of January 28, 1946, and to inform you that the French Government is disposed to conclude an agreement for the sale of natural rubber coming from the French territories in the Far East allocated to the United States by the "Combined Raw Materials Board" or the entity succeeding it, on the following conditions:

The French Government shall sell to the "Rubber Development Corporation," the American agency that has been designated for the purpose of negotiating and effecting the purchase of all natural rubber allocated to the United States of America by the "Combined Raw Materials Board" or the entity succeeding it, all the natural rubber which has been or shall be allocated to the United States coming from the French territories of the Far East, at the price of 20¼ cents (in money of the United States) per pound, for the qualities called "Standard top grades," with appropriate differences for other types and qualities, delivered f.o.b. in the ports of the Far East, on seagoing vessels bound for a United States port. This price shall be paid for all the quantities of rubber mentioned in marine bills of lading bearing a date between September 2, 1945, (V-J Day) and June 30, 1946, inclu-

sive. Payment for them will be executed by the opening of letters of credit in favor of such entity as shall be designated by the French Government or in accordance with some other mode of payment the principle of which the two governments may adopt by mutual agreement. These letters of credit shall stipulate that payment will be made against delivery of merchant marine documents endorsed on board seagoing ships and furnishing proof that the rubber has been consigned to the "Reconstruction Finance Corporation", 15 Williams Street, New York 5, New York. The quality and the weight shall be those that have been established after inspection and weighing in a port of the United States.

The French Government considers that the present note, in answer to Your Excellency's note of January 28, 1946, gives executive force to the agreement the terms of which are set forth above. The competent French authorities will enter into a contract with the "Rubber Development Corporation" fixing the modalities of application of this agreement.

I beg Your Excellency to be good enough to accept the assurances of my very high consideration.

H. BONNET

His Excellency

The Honorable JAMES F. BYRNES
*Secretary of State of the United States,
Washington, D.C.*