

N° 4021.

ALLEMAGNE ET CANADA

Accord relatif aux paiements, avec
annexe. Signé à Ottawa, le 22
octobre 1936.

GERMANY AND CANADA

Payments Agreement, with Annex.
Signed at Ottawa, October 22nd,
1936.

No. 4021. — PAYMENTS AGREEMENT¹ BETWEEN GERMANY AND CANADA. SIGNED AT OTTAWA, OCTOBER 22ND, 1936.

English and German official texts communicated by the Canadian Advisory Officer to the League of Nations. The registration of this Agreement took place December 18th, 1936.

THE GOVERNMENT OF CANADA and THE GOVERNMENT OF THE GERMAN REICH, desiring to facilitate payments for the exchange of goods between Canada and Germany, have concluded the following Agreement :

Article I.

The German Government shall make available for the purchase of Canadian goods the foreign exchange accruing from German exports to Canada.

The amount of the foreign exchange accruing from German exports to Canada shall be ascertained by the Reichsbank, which will examine regularly the foreign exchange declarations (Exportvaluta-Erklärungen) submitted by German exporters respecting their shipments to Canada and compute the total amount of foreign exchange accruing therefrom.

On or about the fifteenth day of each calendar month, the German Government shall inform the Government of Canada as to the amount of the foreign exchange accruing from the export to Canada in the previous month of articles, produced or manufactured in Germany.

If there should be any significant variation or discrepancy between the monthly statements furnished by the German Government of the foreign exchange accruing from German exports to Canada and the corresponding Canadian Customs entries of imports of German goods into Canada, both Governments shall accord facilities to representatives nominated for the purpose to determine the cause of such variation or discrepancy and to advise as to the steps that may be taken to correct it.

Article II.

The amount of foreign exchange made available for the purchase of articles, produced or manufactured in Canada, shall be established for each calendar month in accordance with the provisions of paragraph 1 of Article I. This amount will correspond to the receipts of foreign exchange for the last month but one computed in accordance with the provisions of paragraph 2 of Article I.

Article III.

In order to assure the introduction without difficulty of the procedure provided for in this Agreement, an adequate amount of foreign exchange shall be made available for the purchase

¹ Came into force November 15th, 1936.

TEXTE ALLEMAND. — GERMAN TEXT.

Nr. 4021. — ZAHLUNGSABKOMMEN¹ ZWISCHEN DEUTSCHLAND UND CANADA. UNTERZEICHNET ZU OTTAWA, AM 22. OKTOBER 1936.

Textes officiels anglais et allemand communiqués par l'« Advisory Officer » du Canada près la Société des Nations. L'enregistrement de cet accord a eu lieu le 18 décembre 1936.

DIE DEUTSCHE REGIERUNG und DIE KANADISCHE REGIERUNG haben zur Erleichterung der Zahlungen im Warenverkehr zwischen Deutschland und Kanada folgendes Abkommen getroffen :

Artikel I.

Die Deutsche Regierung wird die für deutsche Ausfuhren nach Kanada anfallenden Devisen für den Bezug kanadischer Waren bereitstellen.

Die Höhe des Devisenerlöses der deutschen Ausfuhr nach Kanada wird in der Weise ermittelt, dass die Reichsbank die von den deutschen Ausfuhrern über Ausfuhren nach Kanada erstatteten Exportvaluta-Erklärungen laufend überprüft und die hieraus ersichtlichen Devisenanfälle zusammenrechnet.

Die Deutsche Regierung wird der Kanadischen Regierung Mitte jeden Kalendermonats den Betrag der im vorangegangenen Monat aus der Ausfuhr von in Deutschland erzeugten oder hergestellten Waren nach Kanada angefallenen Devisen mitteilen.

Sollten die von der Deutschen Regierung monatlich mitgeteilten Beträge der aus der deutschen Ausfuhr nach Kanada angefallenen Devisen einerseits und die entsprechenden Eintragungen der kanadischen Zollstellen über die Einfuhr deutscher Waren nach Kanada andererseits bedeutende Unterschiede oder Differenzen aufweisen, so werden beide Regierungen ihren besonders dafür bestellten Vertretern alle Erleichterungen gewähren, um die Ursache solcher Unterschiede aufzuklären und Vorschläge zu deren Beseitigung zu machen.

Artikel II.

Der für den Bezug von in Kanada erzeugten oder hergestellten Waren bereitgestellte Devisenbetrag wird für jeden Kalendermonat gemäss den Bestimmungen des Artikels I Absatz 1 festgesetzt. Dieser Betrag entspricht dem Deviseneingang für den vorletzten Kalendermonat, der gemäss den Bestimmungen des Artikels I Absatz 2 ermittelt wird.

Artikel III.

Um einen reibungslosen Beginn der in diesem Abkommen getroffenen Regelung zu ermöglichen, wird für die beiden ersten Monate nach Inkrafttreten des Abkommens ein angemessener Devisen-

¹ Entré en vigueur le 15 novembre 1936.

of articles, produced or manufactured in Canada, during the first two months following the coming into force of the Agreement, without regard to the amount of foreign exchange accruing in the previous months.

Article IV.

The Supervising Offices (Ueberwachungsstellen) shall be empowered by the Reich Foreign Exchange Control Administration (Reichsstelle fuer Devisenbewirtschaftung) to grant to German importers foreign exchange certificates for the purchase of articles, produced or manufactured in Canada, up to the monthly amounts provided for in Articles II and III. These foreign exchange certificates shall entitle the German importers to acquire from the offices of the Reichsbank or from the foreign exchange banks the foreign exchange required for the payment of articles, produced or manufactured in Canada.

Article V.

In order to meet as far as possible the practical requirements of trade, the Supervising Offices (Ueberwachungsstellen) shall be authorized to grant in advance foreign exchange certificates for a period up to six months. The monthly amount of such foreign exchange certificates shall not exceed the monthly average of exports to Canada in the year 1935 of articles, produced or manufactured in Germany. If it should be found that, on the basis of the receipts of foreign exchange from Canada computed in accordance with the provisions of paragraph 2 of Article I, the amount of foreign exchange certificates granted in advance is greater or less than the amount of foreign exchange which should be made available for the month in question in accordance with the provisions of Articles I and II, foreign exchange certificates shall be granted in the following months to a correspondingly lesser or greater amount.

Article VI.

In the allocation of the amounts of available foreign exchange among the various classes of import commodities, the goods enumerated in the Schedule to this Agreement shall be dealt with on the basis of the percentages specified therein, up to the maximum annual amounts set forth in Column 3. The German Government will allocate the remainder of such foreign exchange for the purchase of any Canadian goods.

Article VII.

Since an orderly execution of this Agreement is assured only if the foreign exchange resulting from German exports to Canada is available to the fullest extent, the German Government shall no longer permit in general any other kind of payment for the export to Canada of articles, produced or manufactured in Germany, such as compensation, Aski or blocked marks.

Notwithstanding the provisions of the preceding paragraph the German Government during the first six months this Agreement is in force may permit compensation transactions for the exchange of articles, produced or manufactured in Germany, against an equal value of articles, produced or manufactured in Canada, provided that such compensation transactions shall not conflict in any manner with the basis of allocation set forth in Article VI and the Schedule to this Agreement.

Article VIII.

The provisions of this Agreement shall apply only to articles, produced or manufactured in Canada, which are shipped or sent direct from Canada to Germany, whether or not through ports in third countries and whether or not through, in the name of, or for the account of, persons resident in third countries.

Likewise the provisions of this Agreement shall apply only to articles, produced or manufactured in Germany, which are shipped or sent direct from Germany to Canada, whether or not through ports in third countries and whether or not through, in the name of, or for the account of, persons resident in third countries.

Article IX.

Six months from the coming into force of this Agreement and every six months thereafter the Governments will communicate with each other in order to examine the working out of the Agreement. For this purpose the German Government as soon as possible will furnish the Government of Canada with a statement of the foreign exchange certificates which have been granted during each six months' period.

Article X.

In the event of the economic benefits anticipated by both Contracting Parties on concluding the present Agreement not being attained or in the event of either of the Contracting Parties considering itself at a disadvantage through developments unfavourable to its interests or through the adoption by the other Party of measures of an economic nature, either of the Contracting Parties may request that negotiations be commenced without delay with a view to effecting a mutually satisfactory adjustment of the matter. If such negotiations should not lead to a satisfactory settlement within four weeks from the date of receipt of the request, the Party which considers itself at a disadvantage shall have the right to terminate the present Agreement six weeks from the date of the receipt by the other Party of notification of termination.

Article XI.

This Agreement shall come into force on November 15, 1936, and shall be binding for a period of one year from the date of coming into force, subject to the provisions of Article X. In case neither of the Contracting Parties shall have given notice to the other, two months before the expiration of the said period of one year, of its intention to terminate the present Agreement, it shall remain in force thereafter until the expiration of two months from the date on which either of the Contracting Parties shall have given to the other notice of its intention to terminate the Agreement.

In any event this Agreement shall cease to have effect from the date of the termination of the Trade Agreement concluded on this day between Canada and Germany.

In witness whereof the respective Plenipotentiaries have signed this Agreement.

Done in duplicate at Ottawa, in English and German texts, both authentic, this twenty-second day of October, 1936.

W. D. EULER.

HEMMEN.

SCHEDULE.

Column 1 Commodity	Column 2 Percentage	Column 3 Annual Maximum Value \$
Wheat *	35.0	No maximum
Apples, fresh	5.0	600,000
Apples, dried	0.6	60,000
Cheese	0.2	20,000
Honey	0.2	20,000
Sausage casings :		
Beef casings (of which not more than one-third to be beef middles).	0.5	60,000
Hog casings	0.25	No maximum
Seeds	1.25	160,000
Salmon, salted	2.5	275,000
Salmon, frozen	0.25	25,000
Salmon caviar	0.15	15,000
Eels, frozen	0.5	75,000
Lobsters, canned	0.2	20,000
Fishmeal	1.4	No maximum
Fish oil	2.0	No maximum
Black and silver fox skins, undressed	1.5	No maximum
Lumber, sawn	2.0	No maximum
Pegwood	0.2	20,000
Woodpulp	1.0	100,000
Asbestos	8.0	No maximum
Parts of agricultural machines	0.2	20,000
Ice hockey equipment (skates with and without boots, sticks, etc.).	0.2	20,000

* To be imported through the Reich Control Board for Grain and Feeding Stuffs, Berlin, or with its permission.

Certified to be a true copy :

O. D. Skelton,

*Under Secretary of State for
External Affairs.*

Ottawa, November 28th, 1936.

¹ TRADUCTION. — TRANSLATION.

N^o 4021. — ACCORD RELATIF AUX PAIEMENTS ENTRE L'ALLEMAGNE
ET LE CANADA. SIGNÉ A OTTAWA, LE 22 OCTOBRE 1936.

LE GOUVERNEMENT DU CANADA et LE GOUVERNEMENT DU REICH ALLEMAND, désireux de faciliter les paiements relatifs aux échanges de marchandises entre le Canada et l'Allemagne, sont convenus de l'accord qui suit :

Article premier.

Le Gouvernement allemand fournira pour l'achat de marchandises canadiennes les devises étrangères provenant des exportations allemandes au Canada.

Le montant de devises étrangères provenant des exportations allemandes au Canada sera déterminé par la Reichsbank, laquelle examinera régulièrement les déclarations de devises étrangères (*Exportvaluta-Erklärungen*) soumises par les exportateurs allemands en ce qui concerne leurs expéditions au Canada et estimera la somme totale des devises étrangères qui en résulte.

Le ou vers le quinzième jour de chaque mois solaire, le Gouvernement allemand informera le Gouvernement du Canada du montant de devises étrangères provenant de l'exportation au Canada, au cours du mois précédent, de produits naturels ou fabriqués d'Allemagne.

Au cas de différence appréciable entre les rapports mensuels fournis par le Gouvernement allemand relatifs aux devises étrangères provenant des exportations allemandes au Canada, d'une part, et les déclarations correspondantes des douanes canadiennes à l'importation des marchandises allemandes au Canada, d'autre part, les deux gouvernements faciliteront la tâche aux représentants désignés en vue de déterminer la cause de cette différence et de suggérer les moyens destinés à la corriger.

Article II.

Le montant de devises étrangères rendues disponibles pour l'achat de produits naturels ou fabriqués du Canada, sera établi chaque mois solaire conformément aux dispositions de l'alinéa 1 de l'article premier. Ce montant devra correspondre aux réceptions de devises étrangères de l'avant-dernier mois calculées selon les stipulations de l'alinéa 2 de l'article premier.

Article III.

Aux fins d'assurer l'entrée en jeu facile de la procédure prévue dans le présent accord, un montant suffisant de devises étrangères sera fourni pour l'achat d'articles produits ou fabriqués au Canada, durant les deux premiers mois suivant l'entrée en vigueur de l'accord, sans égard au montant de devises étrangères accumulées durant les mois précédents.

¹ Traduction du Gouvernement canadien.

¹ Translation of the Canadian Government.