

**No. 34**

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**UNITED STATES OF AMERICA AND FRANCE**

**Exchange of Notes constituting an agreement relating to the purchase of natural rubber. Washington, 28 January and 7 February 1946. Came into force on 7 February 1946, by signature**

*English and French official texts communicated by the United States representative to the United Nations. The registration took place on 20 May 1947.*

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**ETATS-UNIS D'AMERIQUE ET FRANCE**

**Echange de notes constituant un accord pour l'achat de caoutchouc naturel. Washington, 28 janvier et 7 février 1946. Entré en vigueur le 7 février 1946, par signature**

*Textes officiels anglais et français communiqués par le représentant des Etats-Unis auprès de l'Organisation des Nations Unies. L'enregistrement a eu lieu le 20 mai 1947.*

No. 34. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND FRANCE RELATING TO THE PURCHASE OF NATURAL RUBBER. WASHINGTON, 28 JANUARY AND 7 FEBRUARY 1946

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*The Secretary of State to the French Ambassador*

Departement 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 "Reconstruction Finance Corporation, 15 William 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

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## II

### *L'Ambassadeur de France au Secrétaire d'Etat*

AMBASSADE DE FRANCE  
AUX ÉTATS-UNIS

CA/RL  
NO 100

Washington, le 7 février 1946

Monsieur le Secrétaire d'Etat,

J'ai l'honneur d'accuser réception à Votre Excellence de Sa note du 28 janvier 1946, et de lui faire savoir que le Gouvernement français est disposé à conclure un accord pour la vente du caoutchouc naturel, en provenance des territoires français d'Extrême-Orient, qui sera alloué aux Etats-Unis par le "Combined Raw Materials Board" ou l'organisme qui lui succèdera, aux conditions suivantes:

Le Gouvernement français vendra à la "Rubber Development Corporation", organisme américain qui a été désigné aux fins de négocier et d'effectuer l'achat de tout caoutchouc naturel alloué aux Etats-Unis d'Amérique par le "Combined Raw Materials Board" ou l'organisme qui lui succèdera, tout le caoutchouc naturel qui a été ou sera alloué aux Etats-Unis, en provenance des territoires français d'Extrême-Orient, au prix de 20 $\frac{1}{4}$  cts (en monnaie des Etats-Unis)

La présente note, ainsi que la réponse dans laquelle vous nous ferez savoir l'acceptation par le Gouvernement français de l'offre qui lui est faite ici, seront considérées par le Gouvernement des Etats-Unis d'Amérique comme donnant force exécutoire à l'accord ci-dessus. La *Rubber Development Corporation* passera avec les autorités françaises compétentes un contrat fixant les modalités d'application de l'accord ci-dessus.

Je prie Votre Excellence de bien vouloir agréer les assurances de ma très haute considération.

Pour le Secrétaire d'Etat:  
William L. CLAYTON

A Son Excellence Henri Bonnet  
Ambassadeur de France

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## II

### *The French Ambassador to the Secretary of State*

#### TRANSLATION — TRADUCTION<sup>1</sup>

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

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<sup>1</sup> Translation of the Department of State of the United States of America.

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<sup>1</sup> Traduction du Département d'Etat des Etats-Unis d'Amérique.

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, inclusive. 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 had been consigned to the "Reconstruction Finance Corporation", 15 William 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.