

No. 1582

**UNITED KINGDOM OF GREAT BRITAIN AND
NORTHERN IRELAND
and
JORDAN**

**Agreement (with exchange of notes) for the settlement of
financial matters outstanding as a result of the termi-
nation of the mandate for Palestine. Signed at Amman,
on 1 May 1951**

Official texts : English and Arabic.

*Registered by the United Kingdom of Great Britain and Northern Ireland on
30 November 1951.*

**ROYAUME-UNI DE GRANDE-BRETAGNE ET
D'IRLANDE DU NORD
et
JORDANIE**

**Accord (avec échange de notes) relatif au règlement des
questions financières restées en suspens par suite de la
fin du mandat pour la Palestine. Signé à Amman, le
1^{er} mai 1951**

Textes officiels anglais et arabe.

*Enregistré par le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord le 30 no-
vembre 1951.*

No. 1582. AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE GOVERNMENT OF THE HASHEMITE KINGDOM OF JORDAN FOR THE SETTLEMENT OF FINANCIAL MATTERS OUTSTANDING AS A RESULT OF THE TERMINATION OF THE MANDATE FOR PALESTINE. SIGNED AT AMMAN, ON 1 MAY 1951

The Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Hashemite Kingdom of the Jordan,

Desiring to reach a full and final settlement of their respective claims and counter-claims regarding the assets and liabilities of the former Palestine Government (hereinafter called "the Mandatory Government") and of other financial matters outstanding between them as a result of the termination of the Mandate for Palestine,

Hereby agree as follows:—

Article 1

For the purposes of this Agreement, the expression "Western Jordan" shall mean that part of the present territory of Jordan which on 14th May, 1948, was administered by the Mandatory Government.

Article 2

The Government of Jordan shall make payments to the Government of the United Kingdom and make a contribution towards the discharge of the liabilities of the Mandatory Government, as follows:—

- (a) Subject to the provisions of Article 11 hereof, the Government of Jordan shall pay to the Government of the United Kingdom the sum of £1,000,000 as part of the present general settlement and by way of contribution towards the servicing of the Palestine 3 per cent. Guaranteed Stock, which liability is being discharged by the Government of the United Kingdom, the claims mentioned in Article 5 hereof, pensions paid to residents of Jordan since the termination of the Mandate, and abolition benefits paid, or to be paid, by the Government of the United Kingdom to former officials of the Mandatory Government resident in Jordan.
- (b) The Government of Jordan shall make an annual contribution of £15,000, as from the date of signature of this Agreement, towards the payment of pensions of former officials of the Mandatory Government resident in Jordan.

¹ Came into force on 1 May 1951, as from the date of signature, in accordance with article 14.

Article 3

The Government of Jordan shall be responsible for the payment of the pensions of former officials of the Mandatory Government who, at the date of signature of this Agreement, are resident in Jordan, provided that such pensions are at that date paid by the Government of the United Kingdom. All payments shall be made at the rates and in accordance with the conditions approved by His Majesty's Secretary of State for the Colonies under the relevant legislation. For the time being, and subject to the provisions of Article 2 (b) hereof, the Government of the United Kingdom shall pay to the Government of Jordan the requisite sums for this purpose.

Article 4

The Government of the United Kingdom shall deal with bearer bonds issued by the Mandatory Government and held and registered in Jordan. For this purpose the Government of the United Kingdom shall be entitled to the requisite share of the unspent balance from the proceeds of the bonds and interest accrued thereon, and to a proportionate share of the sinking funds for the redemption of the said bonds and interest accrued thereon.

For the purpose of this Article the expression "registered" shall mean registered with the Ottoman Bank at Amman, Jordan, in pursuance of a notice already published in Jordan at the request of the Government of the United Kingdom.

Article 5

The Government of the United Kingdom, while not admitting any liability whatever in respect of claims against the Mandatory Government, will give sympathetic consideration, in accordance with arrangements already made, to such claims properly brought by persons who, at the date of signature of this Agreement, are resident in Jordan, provided that the decision as to whether any particular claim should be paid, the amount which should be paid in respect thereof, and the manner of payment shall be in the sole discretion of the Government of the United Kingdom.

The Government of Jordan will afford to the Government of the United Kingdom all reasonable facilities, including access to any available relevant records, to enable them to examine any claims against the Mandatory Government concerning property situated in Jordan, and to elicit information in regard to such claims.

Article 6

Subject to the provisions of Article 11 hereof, the Government of the United Kingdom shall make available to the Government of Jordan that part of the surplus of the Palestine Currency Board which may be properly allocable to Jordan, which share is, for the purposes of this Agreement, assessed provisionally at £1,000,000.

Article 7

The Government of the United Kingdom shall, within the terms of the bequest of the late Sir Ellis Khadoorie, make available to the Government of Jordan one-half of the balance of that bequest, which balance amounts to £86,237, and one-half of the accrued interest on the said balance, to be used for the purposes of the Khadoorie Agricultural School in Jordan.

Article 8

The Government of the United Kingdom shall make available to the Government of Jordan the balance of the Benzine Fund, to be used so far as possible for the purposes for which the said fund was constituted.

Article 9

The Government of the United Kingdom shall make available to the Government of Jordan the balance of the Ottoman Agricultural Bank Fund, which balance amounts to £30,646, to be used in the interests of Arab farmers.

Article 10

The Government of the United Kingdom shall make available to the Government of Jordan the balance of the Transjordan Frontier Force Fines Fund, which balance amounts to £9,446, to be used so far as possible in the interests of former local ranks of the Transjordan Frontier Force and their families.

Article 11

The obligation of the Government of Jordan under Article 2 (a) hereof to pay the Government of the United Kingdom the sum of £1,000,000 shall be discharged as follow :—

- (i) The Government of Jordan shall pay £500,000 by relinquishing an equivalent amount of her share of the surplus of the Palestine Currency Board, which for the purposes of this Agreement is deemed to be that part of the surplus attributable to Western Jordan.
- (ii) The remaining £500,000 shall be funded, interest being chargeable at the rate of 1 per centum per annum on all outstanding amounts, and the said sum and interest shall be payable by half-yearly instalments in sterling by the Government of Jordan to the Government of the United Kingdom over a period of fifteen years beginning on the first day of June, 1954 :

Provided that any sum over and above the £1,000,000 referred to in Article 6 hereof, which may become available and be allocable to Jordan, shall be credited in full to the Government of Jordan, but any part of it up to the amount required to liquidate the funded debt shall be taken by the Government of the United Kingdom towards payment of the capital and interest of the said debt.

Article 12

Save as herein provided the Government of Jordan shall make no claim against the Government of the United Kingdom in respect of any property of the Mandatory Government outside Jordan, and the Government of the United Kingdom shall make no claim in respect of any property of the Mandatory Government in Jordan.

Article 13

Each of the Contracting Governments will provide the other with such available information and reasonable facilities, including access to any available relevant records, as may be required to enable them to carry out their obligations under this Agreement.

Article 14

The present Agreement shall enter into force on the date of signature.

IN WITNESS whereof, the undersigned, duly authorised for the purpose by their respective Governments, have signed the present Agreement, in the English and Arabic languages, both texts being equally authoritative.

DONE at Amman on the 1st day of May, 1951, corresponding to the 25th day of Rajeb, 1370.

SULEIMAN NABULSI

A. S. KIRKBRIDE

EXCHANGE OF NOTES

I

His Majesty's Minister at Amman to the Minister of Finance of Jordan

BRITISH LEGATION

Amman, 1st May, 1951

Your Excellency,

In connexion with Articles 2 (b) and 3 of the Financial Agreement signed to-day, I have the honour to confirm the understanding of the Government of the United Kingdom that, should it be agreed between the two Governments at any time in the future that the Government of Jordan were capable of assuming liability for a larger proportion than £15,000 per annum of pensions of former officials of the Mandatory Government resident in Jordan, the two Governments shall consult together in order to determine a revised figure of the contribution by Jordan towards the said pensions and the method by which such contribution shall be paid.

Please accept, &c.

A. S. KIRKBRIDE

II

The Minister of Finance of Jordan to His Majesty's Minister at Amman

[ARABIC TEXT — TEXTE ARABE]

يا صاحب السعادة

أتشرف بإعلامكم باسئلامي كتابكم بتاريخ اليوم والمثبت فيما يلي : -
 «فبما يتعلق بالمادتين - ٢ - (ب) و - ٣ - من الاتفاق المالي الذي تم توقيعه اليوم ، أشرف بأن أويد ما فهمته حكومة المملكة المتحدة وهو انه في حالة اتفاق الحكومتين في المستقبل على ان بوسع حكومة الاردن تحمل التزامات يفوق مقدارها خمسة عشر ألف جنيه استرليني سنويا من عائدات التقاعد لموظفي حكومة الانتداب السابقة الذين يقيمون في الاردن تتشاور الحكومتان لتحديد مبلغ جديد لمساهمة الاردن في دفع تلك العائدات التقاعدية ولتحديد الطريقة التي يدفع بموجبها ذلك المبلغ»
 وأتشرف بأن أويد المفهوم الوارد فيه ،
 وتفضلوا بقبول فائق الاحترام ،

وزير المالية والاقتصاد

١٩٥١/٥/١

[TRANSLATION¹ — TRADUCTION²]

1st May, 1951

Your Excellency,

I have the honour to acknowledge receipt of your letter of to-day's date which reads as follows :—

[See note I]

I have the honour to confirm the understanding therein set out.

Please accept, &c.

SULEIMAN NABULSI

III

His Majesty's Minister at Amman to the Minister of Finance of Jordan

BRITISH LEGATION

Amman, 1st May, 1951

Your Excellency,

In connexion with Article 3 of the Financial Agreement signed to-day, I have the honour to confirm our understanding that the payments by the Government to the United Kingdom to the Government of Jordan shall be made quarterly, against statements furnished by the Government of Jordan of payments made by them, such payments to be fully vouchered and certified.

Please accept, &c.

A. S. KIRKBRIDE

¹ Translation by the Government of the United Kingdom.

² Traduction du Gouvernement du Royaume-Uni.

IV

The Minister of Finance of Jordan to His Majesty's Minister at Amman

[ARABIC TEXT — TEXTE ARABE]

يا صاحب السعادة

أتشرف باعلامكم باستلامي كتابكم بتاريخ اليوم والمثبت نصه فيما يلي : —
 «فيما يتعلق بالمادة الثالثة من الاتفاق المالي الموقع اليوم ، أتشرف بأن أويد تفاهمنا وهو
 ان يجرى الدفع من قبل حكومة المملكة المتحدة الى حكومة الاردن على اقساط ربع سنوية
 وذلك مقابل بيانات تقدمها حكومة الاردن عن الدفعات التي تقوم بتسديدها ، وبشرط
 ان تكون تلك الدفعات مشفوعة بمستندات رسمية ومصادق عليها» .
 وأتشرف بان أويد المفهوم الوارد فيه ،
 وتفضلوا بقبول فائق الاحترام ،

وزير المالية والاقتصاد

١٩٥١/٥/١ .

[TRANSLATION¹ — TRADUCTION²]

1st May, 1951

Your Excellency,

I have the honour to acknowledge receipt of your letter of to-day's date which reads as follows:—

[See note III]

I have the honour to confirm the understanding therein set out.

Please accept, &c.

SULEIMAN NABULSI

¹ Translation by the Government of the United Kingdom.

² Traduction du Gouvernement du Royaume-Uni.

V

His Majesty's Minister at Amman to the Minister of Finance of Jordan

BRITISH LEGATION

Amman, 1st May, 1951

Your Excellency,

In connexion with Article 9 of the Financial Agreement signed to-day, I have the honour to confirm our understanding that any claims brought in future in respect of the balance of the Ottoman Agricultural Bank Fund shall be dealt with by the Government of Jordan.

Please accept, &c.

A. S. KIRKBRIDE

VI

The Minister of Finance of Jordan to His Majesty's Minister at Amman

[ARABIC TEXT — TEXTE ARABE]

يا صاحب السعادة ،

أتشرف بإعلامكم باستلامي كتابكم بتاريخ اليوم ، والمثبت نصه فيما يلي : —
 «فيما يتعلق بالمادة التاسعة من الاتفاق المالي الموقع اليوم ، أتشرف بأن أؤيد تفاهمنا وهو ان أية مطالبات قد تنشأ في المستقبل بخصوص رصيد صندوق البنك الزراعي العثماني تعالج من قبل الحكومة الاردنية» .
 وأتشرف بأن أؤيد المفهوم الوارد فيه ،
 وتفضلوا بقبول فائق الاحترام ،

وزير المالية والاقتصاد

١٩٥١/٥/١

[TRANSLATION¹ — TRADUCTION²]

1st May, 1951

Your Excellency,

I have the honour to acknowledge receipt of your letter of to-day's date which reads as follows:—

[See note V]

I have the honour to confirm the understanding therein set out.

Please accept, &c.

SULEIMAN NABULSI

VII

His Majesty's Minister at Amman to the Minister of Finance of Jordan

BRITISH LEGATION

Amman, 1st May, 1951

Your Excellency,

In connexion with Article 10 of the Financial Agreement signed to-day, I have the honour to confirm our understanding that the Transjordan Frontier Force Fines Fund shall be held by the Government of Jordan pending arrangements agreed between them and the Transjordan Frontier Force Association for the future use of this Fund. It is our understanding that the Fund will be used so far as possible for the provision of medical facilities for former local ranks of the Frontier Force and their families.

Please accept, &c.

A. S. KIRKBRIDE

¹ Translation by the Government of the United Kingdom.

² Traduction du Gouvernement du Royaume-Uni.

VIII

The Minister of Finance of Jordan to His Majesty's Minister at Amman

[ARABIC TEXT — TEXTE ARABE]

يا صاحب السعادة ،

أتشرف بأعلامكم باستلامي كتابكم بتاريخ اليوم ، والمثبت نصه فيما يلي : —
«فيما يتعلق بالمادة العاشرة من الاتفاق المالي الموقع اليوم ، أتشرف بأن أؤيد تفاهنا وهو ان تحتفظ حكومة الاردن بأموال صندوق جزاءات قوة حدود شرق الاردن الى حين اتفاق الحكومة الاردنية مع جمعية قوة حدود شرق الاردن حول استعمال أموال ذلك الصندوق بقدر الامكان لتوفير الخدمات الطبية لافراد قوة الحدود المحليين وعائلاتهم» .

وأتشرف بأن أؤيد المفهوم الوارد فيه ،

وتفضلوا بقبول فائق الاحترام ،

وزير المالية والاقتصاد

١٩٥١/٥/١

[TRANSLATION¹ — TRADUCTION²]

1st May, 1951

Your Excellency,

I have the honour to acknowledge receipt of your letter of to-day's date which reads as follows:—

[See note VII]

I have the honour to confirm the understanding therein set out.

Please accept, &c.

SULEIMAN NABULSI

¹ Translation by the Government of the United Kingdom.

² Traduction du Gouvernement du Royaume-Uni.

IX

His Majesty's Minister at Amman to the Minister of Finance of Jordan

BRITISH LEGATION

Amman, 1st May, 1951

Your Excellency,

In connexion with the Financial Agreement signed to-day, I have the honour to inform you that in so far as there may be any claims outstanding against the Custodian of Enemy Property of the Mandatory Government in respect of property now in Jordan, the Government of the United Kingdom will make arrangements to deal with such claims.

Please accept, &c.

A. S. KIRKBRIDE

X

The Minister of Finance of Jordan to His Majesty's Minister at Amman

[ARABIC TEXT — TEXTE ARABE]

يا صاحب السعادة ،

أتشرف باعلامكم باستلامي كتابكم بتاريخ اليوم ، والمثبت نصه فيما يلي : -
« فيما يتعلق بالاتفاق المالي الموقع اليوم ، أتشرف باعلامكم انه اذا كانت هناك مطالبات غير مدفوعة من قبل حارس أملاك العدو لحكومة الانتداب بخصوص أملاك موجودة الآن في الاردن فان حكومة المملكة المتحدة ستتخذ الترتيبات اللازمة في مطالبات كهذه»
وتفضلوا بقبول فائق الاحترام ،

وزير المالية والاقتصاد

١٩٥١/٥/١

[TRANSLATION¹ — TRADUCTION²]

1st May, 1951

Your Excellency,

I have the honour to acknowledge receipt of your letter of to-day's date which reads as follows :—

[See note IX]

Please accept, &c.

SULEIMAN NABULSI

XI

His Majesty's Minister at Amman to the Minister of Finance of Jordan

BRITISH LEGATION

Amman, 1st May, 1951

Your Excellency,

In connexion with the Financial Agreement signed to-day, I have the honour to confirm our understanding that the Government of Jordan shall, in the matter of the liquidation of the Arab National Bank, extend to the Government of the United Kingdom assistance in recovering the balances standing to the credit of the Mandatory Government with the said Bank on the fourteenth day of May, 1948. The Government of Jordan shall also extend the same measure of assistance in respect of cheques drawn by the Mandatory Government on the Arab National Bank but not yet met as may be extended to other beneficiaries.

Please accept, &c.

A. S. KIRKBRIDE

¹ Translation by the Government of the United Kingdom.

² Traduction du Gouvernement du Royaume-Uni.

XII

The Minister of Finance of Jordan to His Majesty's Minister at Amman

[ARABIC TEXT — TEXTE ARABE]

يا صاحب السعادة ،

أتشرف بإعلامكم باستلامي كتابكم بتاريخ اليوم ، والمثبت نصه فيما يلي : -
 «فيما يتعلق بالاتفاق المالي الموقع اليوم ، أتشرف بأن أؤيد تفاهمنا وهو ان الحكومة الاردنية في حالة تصفية بنك الامة العربية ستمنح حكومة المملكة المتحدة المساعدة في استرداد الرصيد المتحقق لحكومة الانتداب على ذلك البنك كما هو بتاريخ ١٤ مايس ١٩٤٨ ، وعلى الحكومة الاردنية كذلك أن تسمح مساعدة بنفس المدى بخصوص التحويلات المسحوبة من حكومة الانتداب على بنك الأمة العربية والتي لم تسدد قيمتها بنفس الصورة التي تمنح فيها المساعدة الى اصحاب الاستحقاق الآخرين» .
 وأتشرف بأن أؤيد المفهوم الوارد فيه ،
 وتفضلوا بقبول فائق الاحترام ،

وزير المالية والاقتصاد

١٩٥١/٥/١

[TRANSLATION¹ — TRADUCTION²]

1st May, 1951

Your Excellency,

I have the honour to acknowledge receipt of your letter of to-day's date which reads as follows :—

[See note XI]

I have the honour to confirm the understanding therein set out.

Please accept, &c.

SULEIMAN NABULSI

¹ Translation by the Government of the United Kingdom.

² Traduction du Gouvernement du Royaume-Uni.

XIII

His Majesty's Minister at Amman to the Minister of Finance of Jordan

BRITISH LEGATION

Amman, 1st May, 1951

Your Excellency,

In connexion with the Financial Agreement signed to-day, I have the honour to inform you that the Government of the United Kingdom intend as soon as possible to make proposals to the Government of Jordan regarding the balance of the Jerusalem Water Supply Renewals Fund, which amounts to £162,660. It is the intention of the Government of the United Kingdom to apply the Fund for the purposes for which it was intended, within the limits of any arrangements and claims properly applicable thereto. I also have the honour to inform you that the Government of the United Kingdom will make available to the Government of Jordan the renewals fund in respect of Ein Fara, which amounts to £5,923, to be used for the purposes for which it was intended.

Please accept, &c.

A. S. KIRKBRIDE

XIV

The Minister of Finance of Jordan to His Majesty's Minister at Amman

[ARABIC TEXT — TEXTE ARABE]

يا صاحب السعادة ،

أتشرف باعلامكم باستلامي كتابكم بتاريخ اليوم ، والمثبت نصه فيما يلي : -
 «فيما يتعلق بالاتفاق المالي الموقع اليوم ، أتشرف باعلامكم بأن حكومة المملكة المتحدة تنوي التقدم في أقرب وقت ممكن باقتراحات الى حكومة الاردن حول رصيد أموال صندوق تجديد مشروع مياه القدس البالغ مئداره (١٦٢٦٦٠) جنيها استرلينيا ، ان قصد حكومة المملكة المتحدة صرف اموال هذا الصندوق في الغابات التي رصدت من اجلها ضمن حدود الترتيبات والمطالبات التي تعود لذلك الصندوق أصلا ،
 وأتشرف باعلامكم ايضا بأن حكومة المملكة المتحدة ستدفع الى حكومة الاردن اموال صندوق تجديد مياه عين فاره البالغة (٥٩٢٣) جنيها استرلينيا لتصرف في الغايات التي جمعت من أجلها» .

وتفضلوا بقبول فائق الاحترام ،

وزير المالية والاقتصاد

١٩٥١/٥/١

[TRANSLATION¹ — TRADUCTION²]

1st May, 1951

Your Excellency,

I have the honour to acknowledge receipt of your letter of to-day's date which reads as follows:—

[*See note XIII*]

I have the honour to confirm the understanding therein set out.

Please accept, &c.

SULEIMAN NABULSI

¹ Translation by the Government of the United Kingdom.

² Traduction du Gouvernement du Royaume-Uni.