

No. 1833

**AUSTRALIA, BELGIUM, CAMBODIA, CANADA,
CEYLON, etc.**

Protocol relating to provisions for regulating the question of contracts, periods of prescription and negotiable instruments, and the question of contracts of insurance, upon the restoration of peace with Japan. Opened for signature at San Francisco, on 8 September 1951

Official texts: English, French, Spanish and Japanese.

Registered by the United States of America on 21 August 1952.

**AUSTRALIE, BELGIQUE, CAMBODGE, CANADA,
CEYLAN, etc.**

Protocole concernant les dispositions destinées à régler, après le rétablissement de la paix avec le Japon, la question des contrats, délais de prescription et effets négociables, et la question des contrats d'assurance. Ouvert à la signature à San-Francisco, le 8 septembre 1951

Textes officiels anglais, français, espagnol et japonais.

Enregistré par les États-Unis d'Amérique le 21 août 1952.

No. 1833. PROTOCOL¹ RELATING TO PROVISIONS FOR REGULATING THE QUESTION OF CONTRACTS, PERIODS OF PRESCRIPTION AND NEGOTIABLE INSTRUMENTS, AND THE QUESTION OF CONTRACTS OF INSURANCE, UPON THE RESTORATION OF PEACE WITH JAPAN. OPENED FOR SIGNATURE AT SAN FRANCISCO, ON 8 SEPTEMBER 1951

The Undersigned, duly authorized to that effect, have agreed on the following provisions for regulating the question of Contracts, Periods of Prescription and Negotiable Instruments, and the question of Contracts of Insurance, upon the restoration of peace with Japan :

CONTRACTS, PRESCRIPTION AND NEGOTIABLE INSTRUMENTS

A. CONTRACTS

1. Any contract which required for its execution intercourse between any of the parties thereto having become enemies as defined in part F shall, subject to the exceptions set out in paragraphs 2 and 3 below, be deemed to have been dissolved as from the time when any of the parties thereto became enemies. Such dissolution, however, is without prejudice to the provisions of Articles 15 and 18 of the Treaty of Peace² signed this day, nor shall it relieve any party to the contract from the obligation to repay amounts received as advances or as payments on account and in respect of which such party has not rendered performance in return.

2. Notwithstanding the provisions of paragraph 1 above, there shall be excepted from dissolution and, without prejudice to the rights contained in Article 14 of the Treaty of Peace signed this day, there shall remain in force such parts of any contract as are severable and did not require for their execution intercourse between any of the parties thereto, having become enemies as defined in part F. Where the provisions of any contract are not so severable, the contract shall be deemed to have been dissolved in its entirety. The foregoing shall be

¹ In accordance with the provisions of the final article the Protocol came into force in respect of the following States on the dates indicated :

Australia	28 April 1952	New Zealand	28 April 1952
Canada	28 April 1952	Pakistan	28 April 1952
Ceylon	28 April 1952	Cambodia	2 June 1952
France	28 April 1952	Dominican Republic	6 June 1952
Japan	28 April 1952	Ethiopia	12 June 1952
United Kingdom of Great Britain and Northern Ire- land	28 April 1952	Netherlands	17 June 1952
		Viet-Nam	18 June 1952
		Laos	20 June 1952

² See p. 45 of this volume.

subject to the application of domestic laws, orders or regulations made by a signatory hereto which is an Allied Power under the said Treaty of Peace and having jurisdiction over the contract or over any of the parties thereto and shall be subject to the terms of the contract.

3. Nothing in part A shall be deemed to invalidate transactions lawfully carried out in accordance with a contract between enemies if they have been carried out with the authorization of the Government concerned being the Government of a signatory hereto which is an Allied Power under the said Treaty of Peace.

4. Notwithstanding the foregoing provisions, contracts of insurance and reinsurance shall be dealt with in accordance with the provisions of parts D and E of the present Protocol.

B. PERIODS OF PRESCRIPTION

1. All periods of prescription or limitation of right of action or of the right to take conservatory measures in respect of relations affecting persons or property, involving nationals of the signatories hereto who, by reason of the state of war, were unable to take judicial action or to comply with the formalities necessary to safeguard their rights, irrespective of whether these periods commenced before or after the outbreak of war, shall be regarded as having been suspended, for the duration of the war in Japanese territory on the one hand, and on the other hand in the territory of those signatories which grant to Japan, on a reciprocal basis, the benefit of the provisions of this paragraph. These periods shall begin to run again on the coming into force of the Treaty of Peace signed this day. The provisions of this paragraph shall be applicable in regard to the periods fixed for the presentation of interest or dividend coupons or for the presentation for payment of securities drawn for repayment or repayable on any other ground, provided that in respect of such coupons or securities the period shall begin to run again on the date when money becomes available for payments to the holder of the coupon or security.

2. Where, on account of failure to perform any act or to comply with any formality during the war, measures of execution have been taken in Japanese territory to the prejudice of a national of one of the signatories being an Allied Power under the said Treaty of Peace, the Japanese Government shall restore the rights which have been detrimentally affected. If such restoration is impossible or would be inequitable the Japanese Government shall provide that the national of the signatory concerned shall be afforded such relief as may be just and equitable in the circumstances.

C. NEGOTIABLE INSTRUMENTS

1. As between enemies, no negotiable instrument made before the war shall be deemed to have become invalid by reason only of failure within the required

time to present the instrument for acceptance or payment, or to give notice of non-acceptance or non-payment to drawers or endorsers, or to protest the instrument, nor by reason of failure to complete any formality during the war.

2. Where the period within which a negotiable instrument should have been presented for acceptance or for payment, or within which notice of non-acceptance or non-payment should have been given to the drawer or endorser, or within which the instrument should have been protested, has elapsed during the war, and the party who should have presented or protested the instrument or have given notice of non-acceptance or non-payment has failed to do so during the war, a period of not less than three months from the coming into force of the Treaty of Peace signed this day shall be allowed within which presentation, notice of non-acceptance or non-payment, or protest may be made.

3. If a person has, either before or during the war, incurred obligations under a negotiable instrument in consequence of an undertaking given to him by a person who has subsequently become an enemy, the latter shall remain liable to indemnify the former in respect of these obligations, notwithstanding the outbreak of war.

D. INSURANCE AND REINSURANCE CONTRACTS (OTHER THAN LIFE) WHICH HAD NOT TERMINATED BEFORE THE DATE AT WHICH THE PARTIES BECAME ENEMIES

1. Contracts of Insurance shall be deemed not to have been dissolved by the fact of the parties becoming enemies, provided that the risk had attached before the date at which the parties became enemies, and the Insured had paid, before that date, all moneys owed by way of premium or consideration for effecting or keeping effective the Insurance in accordance with the Contract.

2. Contracts of Insurance other than those remaining in force under the preceding clause shall be deemed not to have come into existence, and any moneys paid thereunder shall be returnable.

3. Treaties and other Contracts of Reinsurance, save as hereinafter expressly provided, shall be deemed to have been determined as at the date the parties became enemies, and all cessions thereunder shall be cancelled with effect from that date. Provided that cessions in respect of voyage policies which had attached under a Treaty of Marine Reinsurance shall be deemed to have remained in full effect until their natural expiry in accordance with the terms and conditions on which the risk had been ceded.

4. Contracts of Facultative Reinsurance, where the risk had attached and all moneys owed by way of premium or consideration for effecting or keeping

effective the Reinsurance had been paid or set off in the customary manner, shall, unless the Reinsurance Contract otherwise provides, be deemed to have remained in full effect until the date at which the parties became enemies and to have been determined on that date.

Provided that such Facultative Reinsurances in respect of voyage policies shall be deemed to have remained in full effect until their natural expiry in accordance with the terms and conditions on which the risk had been ceded.

Provided further that Facultative Reinsurances in respect of a Contract of Insurance remaining in force under clause 1 above shall be deemed to have remained in full effect until the expiry of the original Insurance.

5. Contracts of Facultative Reinsurance other than those dealt with in the preceding clause, and all Contracts of Excess of Loss Reinsurance on an "Excess of Loss Ratio" basis and of Hail Reinsurance (whether facultative or not), shall be deemed not to have come into existence, and any moneys paid thereunder shall be returnable.

6. Unless the Treaty or other Contract of Reinsurance otherwise provides, premiums shall be adjusted on a *pro rata temporis* basis.

7. Contracts of Insurance or Reinsurance (including cessions under Treaties of Reinsurance) shall be deemed not to cover losses or claims caused by belligerent action by either Power of which any of the parties was a national or by the Allies or Associates of such Power.

8. Where an insurance has been transferred during the war from the original to another Insurer, or has been wholly reinsured, the transfer or reinsurance shall, whether effected voluntarily or by administrative or legislative action, be recognized and the liability of the original Insurer shall be deemed to have ceased as from the date of the transfer or reinsurance.

9. Where there was more than one Treaty or other Contract of Reinsurance between the same two parties, there shall be an adjustment of accounts between them, and in order to establish a resulting balance there shall be brought into the accounts all balances (which shall include an agreed reserve for losses still outstanding) and all moneys which may be due from one party to the other under all such contracts or which may be returnable by virtue of any of the foregoing provisions.

10. No interest shall be payable by any of the parties for any delay which, owing to the parties having become enemies, has occurred or may occur in the settlement of premiums or claims or balances of account.

11. Nothing in this part of the present Protocol shall in any way prejudice or affect the rights given by Article 14 of the Treaty of Peace signed this day.

E. LIFE INSURANCE CONTRACTS

Where an insurance has been transferred during the war from the original to another Insurer or has been wholly reinsured, the transfer or reinsurance shall, if effected at the instance of the Japanese administrative or legislative authorities, be recognized, and the liability of the original Insurer shall be deemed to have ceased as from the date of the transfer or reinsurance.

F. SPECIAL PROVISION

For the purposes of the present Protocol, natural or juridical persons shall be regarded as enemies from the date when trading between them shall have become unlawful under laws, orders, or regulations to which such persons or the contracts were subject.

FINAL ARTICLE

The present Protocol is open for signature by Japan and any State signatory to the Treaty of Peace with Japan signed this day, and shall, in respect of the matters with which it deals, govern the relations between Japan and each of the other States signatory to the present Protocol as from the date when Japan and that State are both bound by the said Treaty of Peace.

The present Protocol shall be deposited in the archives of the Government of the United States of America which shall furnish each signatory State with a certified copy thereof.

IN FAITH WHEREOF the undersigned Plenipotentiaries have signed the present Protocol.

DONE at the city of San Francisco this eighth day of September 1951, in the English, French, and Spanish languages, all being equally authentic, and in the Japanese language.

EN FOI DE QUOI, les Plénipotentiaires soussignés ont apposé leur signature au bas du présent Protocole.

FAIT en la ville de San-Francisco, ce huitième jour du mois de septembre 1951, en langues anglaise, française et espagnole, toutes faisant également foi, ainsi qu'en langue japonaise.

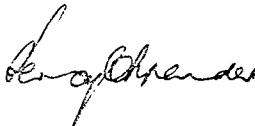
EN FE DE LO CUAL los infrascritos Plenipotenciarios firman el presente Protocolo.

HECHO en la ciudad de San Francisco, el ocho de Septiembre de 1951, en los idiomas inglés, francés y español, todos de igual autenticidad, y en el idioma japonés.

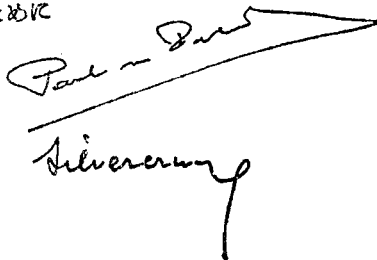
以上の証拠として、下
名の全権委員は、この議
定書に署名した。

千九百五十一年九月八
日にサン・フランシスコ
市で、ひとしく正文であ
る英語、フランス語及び
スペイン語により、並び
に日本語により作成した。

FOR AUSTRALIA:
 POUR L'AUSTRALIE:
 POR AUSTRALIA:
 オーストラリアのために



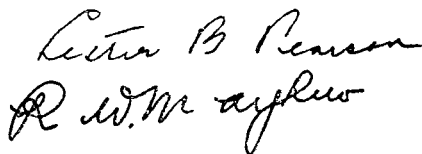
FOR THE KINGDOM OF BELGIUM:
 POUR LE ROYAUME DE BELGIQUE:
 POR EL REINO DE BELGICA:
 ベルギー王国のために



FOR CAMBODIA:
 POUR LE CAMBODGE:
 POR CAMBODGE:
 カンボディアのために



FOR CANADA:
 POUR LE CANADA:
 POR EL CANADA:
 カナダのために

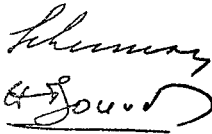


FOR ETHIOPIA:
 POUR L'ETHIOPIE:
 POR ETIOPIA:

エチ_ィ オピアのため_ニ



FOR FRANCE:
 POUR LA FRANCE:
 POR FRANCAIA:
 フランスのため_ニ

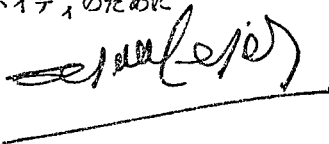


Paul-Emile Naggar

FOR GREECE:
 POUR LA GRECE:
 POR GRECIA:
 ギリシ_ヤのため_ニ



FOR HAITI:
 POUR HAITI:
 POR HAITI:
 ハイテ_ィのため_ニ



Just-Franque

FOR INDONESIA:
 POUR L'INDONESIE:
 POR INDONESIA:
 インドネシアのために

Ahmed Subarjo

FOR IRAN:
 POUR L'IRAN:
 POR IRAN:
 イランのために

M. Akbar

FOR IRAQ:
 POUR L'IRAK:
 POR IRAK:
 イラークのために

M. Akbar

FOR LAOS:
 POUR LE LAOS:
 POR LAOS:
 ラオスのために

Saravut

FOR LEBANON:
 POUR LE LIBAN:
 POR EL LIBANO:
 レバノンのために

Charles Malik

FOR LIBERIA:
 POUR LE LIBERIA:
 POR LIBERIA:
 リベリアのために

Gabriel A. Nwagwu
James Anderson
Raymond V. Noce
Kwame Ninsin

FOR THE GRAND DUCHY OF LUXEMBOURG:
 POUR LE GRAND DUCHE DE LUXEMBOURG:
 POR EL GRAN DUCADO DE LUXEMBURGO:
 ルクセンブルグ大公国のために

Hugues Kéfallais

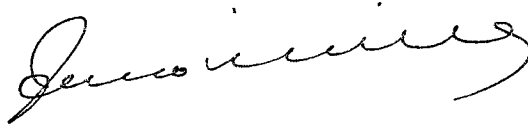
FOR THE KINGDOM OF THE NETHERLANDS:
 POUR LE ROYAUME DES PAYS-BAS:
 POR EL REINO DE HOLANDA:
 オランダ王国のために

FOR PAKISTAN:
 POUR LE PAKISTAN:
 POR PAKISTAN:
 パキスタンのために

FOR SAUDI ARABIA:
 POUR L'ARABIE SAOUDITE:
 POR ARABIA SAUDITA:
 サウディ・アラビアのために

FOR SYRIA:
 POUR LA SYRIE:
 POR SIRIA:
 シリアのために

FOR THE REPUBLIC OF TURKEY:
 POUR LA REPUBLIQUE DE TURQUIE:
 POR LA REPUBLICA DE TURQUIA:
 トルコ共和国のために



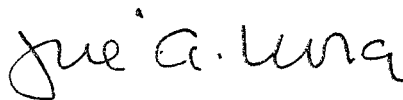
FOR THE UNITED KINGDOM OF GREAT BRITAIN AND
 NORTHERN IRELAND:
 POUR LE ROYAUME-UNI DE GRANDE-BRETAGNE ET
 D'IRLANDE DU NORD:
 POR EL REINO UNIDO DE LA GRAN BRETANA E
 IRLANDA DEL NORTE:

グレート・ブリテン及び北部アイルランド連合王国




Oliver Franks.

FOR URUGUAY:
 POUR L'URUGUAY:
 POR EL URUGUAY:
 ウルグアイのために



FOR VIET NAM:
 POUR LE VIET-NAM:
 POR VIET-NAM:
 ヴィエトナムのために

[Handwritten signatures for Viet Nam]
 J. P. ...
 J. ...
 J. ...
 P. ...

FOR JAPAN:
 POUR LE JAPON:
 POR EL JAPON:
 日本国のために

[Handwritten signatures for Japan]
 Shigeo Yoshida
 Hayato Ikeda
 Giyo Tomabechi
 Niro Harujima
 Munoyoshi Tokagawa
 Hiroshi Ichimaru

Note by the Secretariat : According to information supplied by the Government of the United States of America, the signatures reproduced in facsimile on the preceding pages are those of the following plenipotentiaries :

Note du Secrétariat. — D'après des renseignements fournis par le Gouvernement des États-Unis d'Amérique, les signatures dont les fac-similés paraissent sur les pages qui précèdent sont celles des plénipotentiaires dont les noms suivent :

For Australia :

Pour l'Australie :

Percy C. SPENDER

For Belgium :

Pour la Belgique :

Paul VAN ZEELAND
SILVERCRUYS

For Cambodia :

Pour le Cambodge :

PHLENG

For Canada :

Pour le Canada :

Lester B. PEARSON
R. W. MAYHEW

For Ceylon :

Pour Ceylan :

J. R. JAYEWARDENE
G. C. S. COREA
R. G. SENANAYAKE

For the Dominican Republic :

Pour la République Dominicaine :

V. ORDÓÑEZ
Luis F. THOMEN

For Egypt :

Pour l'Égypte :

Kamil A. RAHIM

For Ethiopia :

Pour l'Éthiopie :

Men YAYEHIRAD

For France :

Pour la France :

SCHUMAN
H. BONNET
Paul-Émile NAGGIAR

For Greece :

Pour la Grèce :

A. G. POLITIS

- For Haiti : Pour Haïti :
Jacques N. LÉGER
Gust. LARAQUE
- For Indonesia : Pour l'Indonésie :
Ahmad SUBARDJO
- For Iran : Pour l'Iran :
A. G. ARDALAN
- For Iraq : Pour l'Irak :
A. I. BAKR
- For Laos : Pour le Laos :
SAVANG
- For Lebanon : Pour le Liban :
Charles MALIK
- For Liberia : Pour le Libéria :
Gabriel L. DENNIS
James ANDERSON
Raymond HORACE
J. Rudolph GRIMES
- For the Grand Duchy of Luxembourg : Pour le Grand-Duché de Luxembourg :
Hugues LE GALLAIS
- For the Netherlands : Pour les Pays-Bas :
D. U. STIKKER
J. H. VAN ROIJEN
- For Pakistan : Pour le Pakistan :
ZAFRULLA KHAN
- For Saudi Arabia : Pour l'Arabie saoudite :
Asad AL-FAQIH
- For Syria : Pour la Syrie :
F. EL-KHOURI
- For Turkey : Pour la Turquie :
Feridun C. ERKIN

For the United Kingdom of Great Britain
and Northern Ireland :

Pour le Royaume-Uni de Grande-
Bretagne et d'Irlande du Nord :

Herbert MORRISON
Kenneth YOUNGER
Oliver FRANKS

For Uruguay :

Pour l'Uruguay :

José A. MORA

For Viet-Nam :

Pour le Viet-Nam :

T. V. HUU
T. VINH
D. THANH
Buu KINH

For Japan :

Pour le Japon :

Shigeru YOSHIDA
Hayato IKEDA
Gizo TOMABECHI
Niro HOSHIJIMA
Muneyoshi TOKUGAWA
Hisato ICHIMADA

*The following information is provided by
the United States of America. The protocol
was signed on behalf of New Zealand by
His Excellency Sir Carl Berendsen on
October 3, 1951.*

*Le renseignement suivant a été fourni par
les États-Unis d'Amérique : Le protocole a
été signé au nom de la Nouvelle-Zélande
par son Excellence Sir Carl Berendsen le
3 octobre 1951.*