

No. 2722

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**UNITED KINGDOM OF GREAT BRITAIN  
AND NORTHERN IRELAND  
(ACTING ON BEHALF OF THE RULER OF ABU DHABI  
AND HIS HIGHNESS THE SULTAN SAID BIN TAIMUR)  
and  
SAUDI ARABIA**

**Arbitration Agreement (with exchange of notes). Signed at  
Jedda, on 30 July 1954**

*Official texts: English and Arabic.*

*Registered by the United Kingdom of Great Britain and Northern Ireland on  
25 November 1954.*

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**ROYAUME-UNI DE GRANDE-BRETAGNE  
ET D'IRLANDE DU NORD  
(AGISSANT AU NOM DU SOUVERAIN D'ABOU-DEBI  
ET DE SON ALTESSE LE SULTAN SAÏD BEN TAÏMUR)  
et  
ARABIE SAOUDITE**

**Compromis d'arbitrage (avec échange de notes). Signé à  
Djeddah, le 30 juillet 1954**

*Textes officiels anglais et arabe.*

*Enregistré par le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord le  
25 novembre 1954.*

No. 2722. ARBITRATION AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM (ACTING ON BEHALF OF THE RULER OF ABU DHABI AND HIS HIGHNESS THE SULTAN SAID BIN TAIMUR) AND THE GOVERNMENT OF SAUDI ARABIA. SIGNED AT JEDDA, ON 30 JULY 1954

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The Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Kingdom of Saudi Arabia;

Considering that there is a dispute as to the location of the common frontier between Saudi Arabia and Abu Dhabi and as to the sovereignty in the Buraimi oasis; that Abu Dhabi is a State for the conduct of whose foreign relations the Government of the United Kingdom is responsible and that His Highness Sultan Said bin Taimur has appointed the Government of the United Kingdom to conduct all negotiations and proceedings on his behalf for the settlement of the dispute in so far as it relates to territory in the Buraimi oasis claimed by him to belong to Muscat and Oman;

Considering that it has proved impossible to settle the dispute by direct negotiations;

Desiring nevertheless to find a permanent solution by peaceful means in accordance with the Charter of the United Nations and with the tradition of friendship and goodwill that has long existed between them;

Have accordingly decided to submit the dispute to an independent and impartial Tribunal for arbitration; and, for this purpose,

Have agreed as follows :—

*Article I*

The Tribunal shall consist of five members selected as follows :—

- (a) Each of the two Parties to the present Agreement shall nominate one Member, provided that, if either Party fails to nominate its Member within 60 days from the date on which this Agreement comes into force, the other Party may ask the President of the International Court of Justice to make the nomination.

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<sup>1</sup> Came into force on 30 July 1954, as from the date of signature, in accordance with article XX.

- (b) The three remaining Members, none of whom shall be a national of either Party, shall be chosen by agreement between the two Members nominated under paragraph (a) of this article; of the three, one shall be designated by the selecting Members as President of the Tribunal. If within a period of 90 days from the date on which the appointment of the last-named Member under paragraph (a) is notified to the other Party, the membership of the Tribunal is still incomplete or the President has not been designated, either Party may request the President of the International Court of Justice to make the appointments or designation required.
- (c) If any Member of the Tribunal should die, resign, or become unable to act before the Award has been given, the vacancy shall be filled by the method laid down in this article for the original appointment.
- (d) If the President of the International Court of Justice is a national of either Party or is prevented from acting as requested in paragraphs (a) and (b) of this Article, the Vice-President of the Court may be requested to take the necessary action. Any nomination, appointment or designation made by the President or Vice-President of the Court under this Article shall be final and binding on both Parties.

#### *Article II*

The tribunal is requested to decide :—

- (a) The location of the common frontier between Saudi Arabia and Abu Dhabi, within the line claimed by the Saudi Arabian Government in 1949 and that claimed on behalf of Abu Dhabi at the Dammam Conference in 1952;
- (b) Sovereignty in the area comprised within a circle whose centre is in Buraimi village and whose circumference passes through the point of junction of latitude 24 degrees 25 minutes North and longitude 55 degrees 36 minutes East.

#### *Article III*

Each Party shall be represented before the Tribunal by an Agent, who shall be responsible for its part in the proceedings. Each Agent may be assisted by such advisers, counsel and staff as he deems necessary.

#### *Article IV*

In conducting its proceedings and in formulating its Award, the Tribunal shall have due regard to all relevant considerations of law, fact and equity brought to its attention by the Parties under articles V and VI or disclosed through the exercise of the powers conferred upon it by article VII. In partic-

ular, but without being limited thereto, it shall take into account the following factors in so far as it deems them relevant :—

- (a) Historical facts relating to the rights of His Majesty the King of Saudi Arabia and his forefathers and the rights of the other Rulers concerned and their forefathers;
- (b) The traditional loyalties of the inhabitants of the area concerned;
- (c) The tribal organisation and the way of life of the tribes inhabiting the area concerned;
- (d) The exercise of jurisdiction and other activities in the area concerned;
- (e) Any other considerations brought to its attention by either Party.

#### *Article V*

(a) Within a period of six months from a date to be fixed by the President of the Tribunal as soon as possible after the organisation of the Tribunal, each of the two Parties shall present simultaneously to the Tribunal a Memorial setting out its submissions regarding the territories and frontiers in dispute, and the considerations on which its submissions are founded.

(b) After the period fixed in paragraph (a) of this article, each of the two Parties shall have the right, within a further period of six months, to present to the Tribunal a Reply to the Memorial presented by the other Party.

(c) On the application of either Party, the Tribunal may, if it thinks fit, grant an extension of either or both of the periods fixed by paragraphs (a) and (b) of this article.

(d) The Tribunal shall be responsible for communicating the Memorial and the Reply of the one Party to the other Party and shall inform the Parties how many copies are required.

(e) After the submission of the Reply of each Party, there shall be no further written submissions, except as provided in Article VII (b) or Article X (b), unless the Tribunal otherwise directs, and then only within such limitations as the Tribunal may prescribe. If either Party is permitted to make further written submissions under this paragraph, the other Party shall have an opportunity of commenting upon them and of submitting documents in support of its comments.

#### *Article VI*

(a) Subsequent to the conclusion of the written proceedings called for in article V, the Tribunal shall sit for the purpose of hearing oral argument by the Parties. Subject to the provision that each Party shall have equal opportunity to be heard, both on principal argument and in rebuttal, the Tribunal shall prescribe the procedure and time-limits to be observed.

(b) With the consent of both Parties, the Tribunal may dispense with oral arguments.

#### *Article VII*

(a) In addition to considering the submissions of the Parties, the Tribunal shall have power on its own initiative to call witnesses (other than the Ruler of any of the territories concerned) to conduct enquiries, and to visit particular localities in the area in dispute whenever it deems such proceedings useful. Any such examination of witnesses, enquiry or visit may be delegated by the Tribunal to one or more of its Members or to one or more other impartial persons whom it may appoint for that purpose. The "area in dispute" means the area referred to in article II (b) of the present Agreement and all other land claimed both by Saudi Arabia and Abu Dhabi between the Saudi 1949 claim and the claim put forward on behalf of the Ruler of Abu Dhabi at the Dammam Conference in 1952.

(b) The Tribunal shall inform each Party whenever it resolves to exercise any of the powers specified in paragraph (a) of this article, and each Party shall have the right to appoint representatives (not exceeding four in number for visits to the area in dispute) to be present at the proceeding; to put questions to any witness, under the control of the Tribunal or person or persons conducting the enquiry; and to receive any reports of enquiries or visits and to comment thereon orally or in writing.

(c) Either Party may request the Tribunal to exercise, with respect to any particular witnesses, localities, or subjects of enquiry, any of the powers specified in paragraph (a) of this article, but the Tribunal may decline at its discretion to accede to such a request.

#### *Article VIII*

(a) Any written submission by either Party shall contain a statement certifying the authenticity of the documents quoted or referred to therein and copies of all such documents shall, where possible, be annexed to the submission.

(b) At the request of the Tribunal, either Party shall, if possible, produce the original or an authenticated copy of any document referred to in its written submissions or oral argument, and if unable to do so shall explain to the Tribunal the reasons for such inability. Inability to produce the original or an authenticated copy of any document shall not preclude its consideration by the Tribunal, but shall be taken into account by the Tribunal in determining the weight to be given to the document concerned.

(c) The Tribunal shall satisfy itself as to the authenticity of any documents disclosed in the course of any proceedings which it may conduct under the powers conferred on it by article VII.

*Article IX*

(a) The Parties shall present their written submissions and any documents annexed thereto in both English and Arabic, together with a translation into such other language or languages as the Tribunal may request.

(b) The parties shall present their oral arguments in either English or Arabic. The Tribunal shall make such arrangements for translation and interpretation as it deems necessary.

(c) The Tribunal shall provide for the keeping of a verbatim record of each of its sittings, other than its private deliberations. Copies shall be made available to the Parties as soon as possible.

*Article X*

(a) If the Tribunal considers it necessary, it shall have the right to arrange for an expert opinion to be given by any person or persons selected by it.

(b) Any expert opinion given under paragraph (a) of this article shall either be in writing and communicated to the Parties, or be given orally before the Tribunal in the presence of the Parties. In either case the Parties shall have the right to comment upon the opinion and, under the control of the Tribunal, to put questions to the person or persons responsible for it.

*Article XI*

The Tribunal may, if it thinks fit, determine the location of the frontier in dispute section by section and may give its award in respect of each section when it is ready to do so without waiting until it is in a position to give its Award in respect of the whole frontier in dispute.

*Article XII*

■ The Tribunal shall have power to determine all questions of procedure not regulated in the present Agreement, including the power to fix the dates and places of its sittings and to decide upon the public or private character of each.

*Article XIII*

■ (a) The Award of the Tribunal, and all decisions on questions of procedure, shall be given by majority vote.

(b) The Tribunal shall give the reasons for its Award.

(c) The Award shall be given in the language selected by the Tribunal and shall be printed and communicated to the Parties simultaneously. There shall be communicated to the Parties at the same time translations of the Award into English or Arabic or, if the Award be given in some other language, into both English and Arabic. The Tribunal shall state which text or texts are to be

regarded as authentic. The original of the Award and all official translations thereof shall bear the certification of the President of the Tribunal.

(d) The Award of the Tribunal shall be final, binding upon both Governments (including the Rulers on whose behalf the Government of the United Kingdom is acting), and without appeal.

#### *Article XIV*

(a) As part of its Award, the Tribunal shall appoint an expert commission, composed of one member nominated by each of the Parties and a neutral chairman nominated by the Tribunal, to direct the demarcation on the ground of the frontier line fixed by the Tribunal. If either Party fails to nominate its member of the commission with 90 days after the Tribunal has requested it to do so, the right to make the nomination shall pass to the Tribunal.

(b) The demarcation commission thus appointed shall erect such markers and take such other steps as it deems necessary to demarcate the frontier line adequately in relation to the needs of the various areas through which it may pass. The chairman of the commission shall have power to authorise slight deviations from the line defined by the Tribunal, not to exceed at any one place one kilometre to either side or five kilometres in length, where the nature of the terrain presents unusual difficulties to demarcation.

(c) The demarcation commission shall endeavour to complete its work within two solar years from the date of the Award of the Tribunal. On completion, it shall submit to both Parties a full report of its activities, including such maps, photographs and other data as will enable the frontier line to be accurately maintained thereafter.

(d) The members of the demarcation commission shall be remunerated at a rate to be fixed by the Tribunal at the time of their appointment. The remuneration and all expenses of the commission and its work shall be borne by the two Parties in equal shares, to be paid in such manner as may be arranged between the Parties and the commission.

(e) In the event of the death, disability or resignation of either the Saudi or the British member of the commission, his Government shall name a successor within 90 days after receiving notice thereof, and if it fails to do so the other Party may request the President of the International Court of Justice to make the nomination. In the event of the death, disability, or resignation of the neutral chairman, either Party may request the President of the International Court of Justice to appoint a successor. If the President of the International Court of Justice is a national of either Party or is unable to act for the purposes of this paragraph, the Vice-President may be requested to take the necessary action.

*Article XV*

After the Tribunal has given its award, either Party may publish any of the proceedings in the case.

*Article XVI*

(a) The Tribunal shall have the power to engage such staff, and at such remuneration, and to rent such premises and purchase such equipment, as it considers necessary, and to make all such arrangements as may be requisite for the holding of any oral hearings or for visits to any particular localities by the Tribunal or by any person or persons appointed by it under article VII (a).

(b) The records and papers of the Tribunal and the personal effects of its Members, as well as the records, papers and personal effects of each Agent, shall be considered inviolate, and shall be exempt from all dues, inspections or border formalities.

*Article XVII*

(a) The President and the other Members of the Tribunal shall be entitled to payment of their expenses and to remuneration on a scale to be agreed by the Parties.

(b) The remuneration of the President and Members of the Tribunal and the expenses of the Tribunal shall be borne by the Parties in equal shares, and shall be paid in such manner and at such times as may be arranged between the Parties and the Tribunal. The Tribunal shall, subsequent to its Award, deliver a final account of all the expenses incurred.

*Article XVIII*

Each Party shall pay the expenses of the presentation and conduct of its own case before the Tribunal.

*Article XIX*

The Tribunal shall have the power to decide any question that may arise as to the interpretation of any provision of the present Agreement.

*Article XX*

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

IN WITNESS WHEREOF the undersigned, being duly authorised by their respective Governments, have signed the present Agreement.

DONE in duplicate at Jedda this thirtieth day of July, 1954, corresponding to the twenty-ninth day of Dhu'al-qada, 1373, in the English and Arabic languages, both texts being equally authentic.

G. C. PELHAM

FAISAL

Her Britannic Majesty's Ambassador Extraordinary and Plenipotentiary

Minister for Foreign Affairs of the Kingdom of Saudi Arabia



## EXCHANGE OF NOTES

## I

*Her Majesty's Ambassador at Jeddah to the Saudi Arabian Minister for Foreign Affairs*

BRITISH EMBASSY, JEDDAH

July 30, 1954

*(Dhu'al-qada 29, 1373)*

Your Royal Highness,

I have the honour to inform you that Her Majesty's Government, acting on behalf of the Ruler of Abu Dhabi and His Highness the Sultan Said bin Taimur, agree to submit the dispute on the common frontier between Saudi Arabia and Abu Dhabi and the question of sovereignty over the Buraimi zone to arbitration—without prejudice to the claims of any of the parties—on the following conditions:—

(i) Turki bin Ataishan and his party shall withdraw from the Buraimi zone to undisputed Saudi territory; the Trucial Oman Levies, other armed forces, and officials introduced into the zone after August 1952, shall withdraw therefrom to undisputed territory in the Trucial States; and local armed groups shall be disbanded. A small police force to which each side shall contribute a party of up to 15 men shall be substituted for the forces that are withdrawn for duty in the zone;

(ii) the police force referred to in (i) shall be stationed in the Buraimi zone in tents at any mutually agreeable place which is not inside the villages. The task of the group shall be to maintain peace and good order between the tribes in the Buraimi zone. It shall not interfere in any way in the internal affairs, administration or politics of any tribe and shall take action only in the event of an outbreak or disorder provided that the leaders of the two constituent parties agree;

(iii) the Trucial Oman Levies, other armed forces, and officials introduced into the other disputed areas after August 1952, shall be withdrawn from those areas, and local armed groups shall be disbanded;

(iv) neither side shall introduce additional officials or forces into the Buraimi zone or into the other disputed areas; both parties undertake to refrain from action which would prejudice the holding of a just and impartial arbitration; it is understood that restrictions on entry of additional officials shall not apply to Government officials engaged in the arbitration or to persons asked by the arbitral tribunal to attend it; it is also agreed that the tribunal shall have powers and jurisdiction to supervise the execution of this agreement and to adjudicate on matters arising out of its application and to issue such orders and take such action as it sees fit in this respect;

(v) for the purpose of oil operations only and without prejudice to the rights of the parties to the frontier dispute, the region lying between the Saudi 1949 claim and the claim put forward in 1952 on behalf of the Ruler of Abu Dhabi shall be divided in the following manner :—

- (a) in the area bounded on the west by longitude 51 degrees 35 minutes East, on the south by latitude 23 degrees 15 minutes North, and on the east by a straight line connecting the eastern termini of the Saudi 1949 line and the Abu Dhabi 1952 line, Petroleum Development (Trucial Coast), Limited, and D'Arcy Exploration, Limited, may conduct oil operations during the period of arbitration;
- (b) in the area bounded on the east and west by the same lines as in subparagraph (a), on the north by latitude 23 degrees 15 minutes North and on the south by latitude 23 degrees 00 minutes North, no oil operations shall be permitted during the period of arbitration;
- (c) in the area west of longitude 51 degrees 35 minutes East; and in the area bounded on the north by latitude 23 degrees 00 minutes North and on the east by the same line as in sub-paragraphs (a) and (b), the Arabian-American Oil Company may conduct oil operations during the period of arbitration.

It is understood that there shall be no oil operations in any case in the Buraimi zone during the period of arbitration.

(vi) these conditions shall take effect from the date on which the arbitration agreement comes into force and the withdrawals referred to in conditions (i) and (iii) shall be completed within one month from that date;

(vii) for the purpose of implementing the foregoing conditions, "Buraimi zone" means the area comprised within a circle whose centre is in Buraimi village and whose circumference passes through the point of junction of latitude 24 degrees 25 minutes North and longitude 55 degrees 36 minutes East; "disputed areas" means the Buraimi zone and all other land claimed by both Saudi Arabia and Abu Dhabi between the Saudi 1949 claim and the claim put forward on behalf of the Ruler of Abu Dhabi at the Dammam Conference in 1952.

If His Majesty's Government also agree to these conditions I am to suggest that this letter, together with Your Royal Highness's reply to that effect, shall constitute an agreement between our two Governments, which shall be binding on all the parties concerned.

Pray accept, &c.

G. C. PELHAM

[TRANSLATION<sup>1</sup> — TRADUCTION<sup>2</sup>]

Your Excellency,

Jiddah, 29 Dhu a'l-Qadah 1373

July 30, 1954

I am pleased to acknowledge receipt of your Excellency's letter of to-day's date which reads as follows :—

[*See note I*]

In accordance with the suggestion in your Excellency's letter, His Majesty's Government considers that letter and this reply thereto to constitute an agreement between our two Governments which shall be binding on all the parties concerned.

Accept, &c.

FAISAL

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<sup>1</sup> Translation by the Government of the United Kingdom.

<sup>2</sup> Traduction du Gouvernement du Royaume-Uni.