

No. 3435

**UNITED STATES OF AMERICA
and
JAPAN**

Exchange of notes constituting an interim agreement relating to surplus agricultural commodities. Tokyo, 31 May 1955

Official texts: English and Japanese.

Registered by the United States of America on 22 May 1956.

**ÉTATS-UNIS D'AMÉRIQUE
et
JAPON**

Échange de notes constituant un accord provisoire relatif aux produits agricoles en surplus. Tokyo, 31 mai 1955

Textes officiels anglais et japonais.

Enregistré par les États-Unis d'Amérique le 22 mai 1956.

No. 3435. EXCHANGE OF NOTES CONSTITUTING AN
INTERIM AGREEMENT¹ BETWEEN THE UNITED
STATES OF AMERICA AND JAPAN RELATING TO
SURPLUS AGRICULTURAL COMMODITIES. TOKYO,
31 MAY 1955

昭和三十年五月三十一日

日本国外務大臣

重光葵



日本国駐在アメリカ合衆国特命全權大使
ジ・エム・アリソン閣下

¹ Came into force on 31 May 1955 by the exchange of the said notes.

[TRANSLATION — TRADUCTION]

Excellency,

[See note II]

DONE on the thirty-first day of the fifth month of the thirtieth year.

Mamoru SHIGEMITSU
Minister for Foreign Affairs

[SEAL]

Mr. John M. Allison
Ambassador Extraordinary and plenipotentiary
of the United States of America to Japan

II

*The American Ambassador to the Japanese Minister for Foreign Affairs*THE FOREIGN SERVICE OF THE UNITED STATES OF AMERICA
AMERICAN EMBASSY

No. 2125

Tokyo, May 31, 1955

Excellency :

I have the honor to refer to Your Excellency's Note of May 31, 1955, which reads in the English translation thereof as follows :

"I have the honour to refer to the Agreement on Agricultural Commodities between Japan and the United States of America signed today,¹ which provides, *inter alia*, that the Agreement shall enter into force on the date of receipt by the Government of the United States of America of a note from the Government of Japan stating that Japan has approved the Agreement in accordance with its legal procedures.

"In view of the desirability of entering into transactions for the purchase and sale of agricultural commodities under this Agreement as soon as possible, the Government of Japan, pending the entry into force of the Agreement, will take such interim measures as are within its power to implement the purposes of Article I and other related provisions of the said Agreement in accordance with the following understandings :

"1. Upon receipt of documentation showing dollar disbursements by United States banking institutions or by the Commodity Credit Corporation or upon receipt of notification of dollar reimbursements by the Commodity Credit Corporation

¹ See p. 197 of this volume.

for ocean transportation costs, the Government of Japan shall arrange for the deposit of an amount of yen, equivalent to such dollar disbursements or reimbursements, to a special trust account in the Bank of Japan in the name of the United States of America at the rate of exchange provided for in the Agreement. Withdrawals from the special trust account shall be made for the following purposes only :

- “a. Refunds provided for under the Title I Public Law 480 Regulations, purchase authorizations, and paragraph 2 of this procedure.
- “b. Transfers to the special account pursuant to paragraph 2 of this procedure.
- “c. Conversion to dollars for account of the Commodity Credit Corporation pursuant to paragraph 3b of this procedure.

“2. If the Agreement enters into force, the yen equivalent to the amount of ocean freight differential, if any, incurred on United States flag vessels required to be used, will be refunded to the Government of Japan and the balance in the special trust account will be transferred and deposited in the special account of the Government of the United States of America in the Bank of Japan in accordance with the provisions of the Agreement. Thereafter, yen accruing under the program will be deposited in accordance with such procedure.

“3. In the event the Agreement fails to enter into force prior to June 30, 1955, the following actions will be taken :

- “a. All authorizations will be revoked. However, the financing procedure prescribed herein shall apply to all sales contracts between importers and suppliers entered into pursuant to such authorizations prior to the effective date of such revocation.
- “b. The yen in the special trust account will be released to the Commodity Credit Corporation and will be converted into dollars for the account of Commodity Credit Corporation by the Japanese Government at the same rate of exchange at which they were deposited. It is understood that such conversion will be made without cost to the Commodity Credit Corporation.

“If the above meets with the approval of your Government, Your Excellency’s note of approval confirming the above will be appreciated.

“I avail myself of this opportunity to renew to Your Excellency, Monsieur l’Ambassadeur, the assurance of my highest consideration.”

I am pleased to confirm, on behalf of the Government of the United States of America, that the contents of Your Excellency’s Note under reference meets with the approval of my Government.

Accept, Excellency, the renewed assurances of my most distinguished consideration.

John M. ALLISON

His Excellency Mamoru Shigemitsu
Minister for Foreign Affairs of Japan