

No. 4803

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**UNITED STATES OF AMERICA**  
**and**  
**TURKEY**

**Exchange of notes (with annex) constituting an agreement concerning the loan of vessels to the Government of Turkey. Ankara, 14 October 1958**

*Official text: English.*

*Registered by the United States of America on 25 June 1959.*

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**ÉTATS-UNIS D'AMÉRIQUE**  
**et**  
**TURQUIE**

**Échange de notes (avec annexe) constituant un accord relatif au prêt de navires au Gouvernement turc. Ankara, 14 octobre 1958**

*Texte officiel anglais.*

*Enregistré par les États-Unis d'Amérique le 25 juin 1959.*

No. 4803. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT<sup>1</sup> BETWEEN THE UNITED STATES OF AMERICA AND TURKEY CONCERNING THE LOAN OF VESSELS TO THE GOVERNMENT OF TURKEY. ANKARA, 14 OCTOBER 1958

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I

*The American Chargé d'Affaires ad interim to the Turkish Minister for Foreign Affairs*

No. 762

Ankara, October 14, 1958

Excellency :

I have the honor to refer to the conversation between representatives of our two Governments concerning the loan of vessels by the Government of the United States to the Government of Turkey, and to confirm the following understandings reached between our Governments on this subject :

1. The Government of the United States will lend to the Government of Turkey, for the period set out below, the vessels identified in the annex<sup>2</sup> to this note.
2. The Government of Turkey will retain possession of, and will use, the vessels subject to the terms and conditions contained in this note, agreement on aid to Turkey between our two Governments signed July 12, 1947,<sup>3</sup> and an agreement between our two Governments effected by an exchange of notes signed January 7, 1952.<sup>4</sup>
3. Each loan shall remain in effect for a period of not more than five years from date of delivery of each vessel. The Government of the United States may, however, request the return of any or all of the vessels at an earlier date if such action is necessitated by its own defense requirements, in which event the Government of Turkey will promptly return such vessel or vessels in accordance with paragraph 7 of this note.
4. Each vessel, together with its available on-board spares and allowances, including consumable stores and fuel, will be delivered to the Government of Turkey at a place and time to be mutually agreed upon, each delivery to be evidenced by a delivery certificate. The Government of Turkey shall have the use of all outfittings, equipment, appliances, fuel, consumable stores, and spares and replacement parts on board each vessel at the time of its delivery.
5. While the Government of Turkey may place vessels under the Turkish Flag, title to the vessels, and appurtenances enumerated in paragraph 4 of this note, except fuel, consumable stores, spares and replacement parts, shall remain in the Government

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<sup>1</sup> Came into force on 14 October 1958 by the exchange of the said notes.

<sup>2</sup> See p. 148 of this volume.

<sup>3</sup> United Nations, *Treaty Series*, Vol. 7, p. 299.

<sup>4</sup> United Nations, *Treaty Series*, Vol. 179, p. 121.

of the United States. The Government of Turkey shall not, without the consent of the Government of the United States relinquish physical possession of the vessels or any such appurtenances.

6. The Government of Turkey renounces all claims which might arise against the Government of the United States in connection with the transfer, use, or operation of vessels, and will save the Government of the United States harmless from any claim asserted by third parties in such connection.

7. Upon expiration or termination of the loan, as provided in paragraph 3 of this note, each vessel, unless lost, shall be returned at the place and time to be specified by the Government of the United States in substantially the same condition, fair wear and tear excepted, as it was when transferred to the Government of Turkey. Any appurtenances of the type enumerated in paragraph 4 of this note on board the vessels at the time of return shall, if they are not already property of the Government of the United States, become property of the Government of the United States. Should any vessel sustain damage from any cause, such as to render it, in the opinion of the Government of Turkey, a total loss, the Government of Turkey shall consult with the Government of the United States before declaring it to be a total loss. If any vessel is lost, or if it is not substantially in the same condition upon return as it was when originally transferred, the Government of Turkey agrees to pay the Government of the United States fair and reasonable compensation as may be agreed upon, taking into consideration whether such loss or damage was caused through action by a hostile force.

If these understandings are acceptable to Your Excellency's Government, I have the honor to propose that this note, including the annex hereto, and Your Excellency's reply shall constitute an agreement between our two Governments, effective on the date of Your Excellency's reply.

Accept, Excellency, the renewed assurances of my highest consideration.

Carlos C. HALL  
Chargé d'Affaires a.i.

His Excellency Fatin Rüştü Zorlu  
Minister for Foreign Affairs  
Ankara

#### ANNEX 1

USS Bergall SS320  
USS Mapir SS376  
USS Mero SS378

## II

*The Turkish Minister for Foreign Affairs to the American Chargé d'Affaires  
ad interim*

TÜRKİYE CUMHURİYETİ  
HARİCİYE VEKÂLETİ<sup>1</sup>

6735

Oct. 14, 1958

Excellency :

I have the honor to acknowledge receipt of your Note dated October 14, 1958 and numbered 762, as follows :

[See note I]

I have the honor to inform you that my Government is in agreement with the foregoing.

I avail myself of this opportunity to renew to your Excellency the assurances of my highest consideration.

FATİN RÜŞTÜ ZORLU

His Excellency Carlos C. Hall  
Chargé d'Affaires a.i.  
Embassy of the United States of America  
Ankara

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<sup>1</sup> Republic of Turkey.  
Ministry of Foreign Affairs.