

No. 4885

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**UNITED STATES OF AMERICA  
and  
REPUBLIC OF CHINA**

**Exchange of notes (with annex) constituting an agreement relating to the loan of a vessel to China. Taipei, 7 February 1959**

*Official texts: English and Chinese.*

*Registered by the United States of America on 16 September 1959.*

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**ÉTATS-UNIS D'AMÉRIQUE  
et  
RÉPUBLIQUE DE CHINE**

**Échange de notes (avec annexe) constituant un accord relatif au prêt d'une unité navale à la Chine. Taïpeh, 7 février 1959**

*Textes officiels anglais et chinois.*

*Enregistré par les États-Unis d'Amérique le 16 septembre 1959.*

No. 4885. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT<sup>1</sup> BETWEEN THE UNITED STATES OF AMERICA AND THE REPUBLIC OF CHINA RELATING TO THE LOAN OF A VESSEL TO CHINA. TAIPEI, 7 FEBRUARY 1959

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I

*The American Ambassador to the Chinese Minister of Foreign Affairs*

EMBASSY OF THE UNITED STATES OF AMERICA

No. 13

Taipei, February 7, 1959

Excellency :

I have the honor to refer to the conversations between the representatives of our two Governments concerning the loan of a vessel by the Government of the United States to the Government of the Republic of China 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 the Republic of China for the period set out below, the vessel identified in the annex<sup>2</sup> to this note.

2. The Government of the Republic of China will retain possession of and will use the vessel subject to the terms and conditions contained in this note and in the agreement between our two Governments concerning military assistance effected by the exchange of notes on January 30 and February 9, 1951<sup>3</sup> as amended by agreement effected by the exchange of notes on December 29, 1951 and January 2, 1952<sup>4</sup> and as further amended by the agreement effected by the exchange of notes on October 23 and November 1, 1952.<sup>5</sup>

3. The period of the loan for the vessel shall be not more than five years from the date of its delivery to the Government of the Republic of China. The Government of the United States may, however, request the return of the vessel at an earlier date if such action is necessitated by its own defense requirements. In this event, the Government of the Republic of China will promptly return the vessel to the Government of the United States.

4. The vessel, together with its available on-board spares and allowances, including consumable stores and fuel, will be delivered to the Government of the Republic of China at such place and time as may be mutually agreed upon. Delivery shall be evidenced by a delivery certificate. The Government of the Republic of China shall have use of all

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<sup>1</sup> Came into force on 7 February 1959 by the exchange of the said notes.

<sup>2</sup> See p. 227 of this volume.

<sup>3</sup> United Nations, *Treaty Series*, Vol. 132, p. 273.

<sup>4</sup> United Nations, *Treaty Series*, Vol. 181, p. 161.

<sup>5</sup> United Nations, *Treaty Series*, Vol. 184, p. 348.

outfitting equipment, appliances, fuel, consumable stores, spares, and replacement parts on board the vessel at the time of its delivery.

5. The title to the vessel and the items and appurtenances referred to in paragraph four of this note, except fuel, consumable stores, spares, and replacement parts, shall remain in the Government of the United States. The Government of the Republic of China may, however, place the vessel under its flag. The Government of the Republic of China shall not, without the consent of the Government of the United States, relinquish physical possession of the vessel or any such items and appurtenances.

6. The Government of the Republic of China renounces all claims against the Government of the United States arising from the transfer, use, or operation of the vessel and will save the Government of the United States harmless from any such claims asserted by third parties.

7. Upon the expiration or termination of the loan as provided in paragraph three of this note, the vessel together with its outfitting equipment, appliances, and available on-board spares and allowances, including consumable stores, replacement parts and fuel, will be returned to the Government of the United States, in substantially the same condition, reasonable wear and tear excepted, as when transferred to the Government of the Republic of China. Any items and appurtenances on board the vessel at the time of its return shall, if they are not already the property of the Government of the United States, become the property of the Government of the United States without compensation.

8. The Government of the Republic of China will pay the Government of the United States just and reasonable compensation for damages to or loss of the vessel. The Government of the Republic of China shall not, however, be liable for damages to or loss of the vessel arising out of enemy action sustained while in use in accordance with the provisions of paragraph two of this note. Should the vessel sustain damage from any cause, such as in the opinion of the Government of the Republic of China renders it a total loss, the Government of the Republic of China shall consult with the Government of the United States before declaring said vessel a total loss.

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 concurring therein shall constitute an agreement between our two Governments which shall enter into force on the date of Your Excellency's reply.

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

Everett F. DRUMRIGHT

Enclosure :

Annex.

His Excellency Huang Shao-ku  
Minister of Foreign Affairs  
Republic of China  
Taipei

A N N E X  
U.S.S. Plunkett, DD 431

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

NOTE

MINISTRY OF FOREIGN AFFAIRS  
REPUBLIC OF CHINA

No. Wai-48-Mei-1-001817

Taipei, February 7, 1959

Excellency :

I have the honor to acknowledge receipt of Your Excellency's note No. 13 of today's date reading as follows :

[*See note I*]

In reply, I have the honor, on behalf of the Government of the Republic of China, to accept the above understandings and your proposal that your note including the annex thereto and this reply shall constitute an agreement between our two Governments, effective from the day of this note.

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

HUANG Shao-ku  
[SEAL]

His Excellency Everett F. Drumright  
Ambassador of the United States of America  
Taipei

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

<sup>2</sup> Traduction du Gouvernement des États-Unis d'Amérique.