

No. 5762

---

**NEW ZEALAND  
and  
UNITED KINGDOM OF GREAT BRITAIN  
AND NORTHERN IRELAND  
(ACTING ON BEHALF OF FIJI)**

**Exchange of notes constituting an agreement concerning  
financial arrangements for the defence of Fiji. Wel-  
lington, 31 August 1959, and Suva, 21 September 1959**

*Official text: English.*

*Registered by New Zealand on 18 July 1961.*

---

**NOUVELLE-ZÉLANDE  
et  
ROYAUME-UNI DE GRANDE-BRETAGNE  
ET D'IRLANDE DU NORD  
(AGISSANT AU NOM DES ÎLES FIDJI)**

**Échange de notes constituant un accord relatif à des arran-  
gements financiers concernant la défense des îles Fidji.  
Wellington, 31 août 1959, et Suva, 21 septembre 1959**

*Texte officiel anglais.*

*Enregistré par la Nouvelle-Zélande le 18 juillet 1961.*

No. 5762. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF NEW ZEALAND AND THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND (ACTING ON BEHALF OF FIJI) CONCERNING FINANCIAL ARRANGEMENTS FOR THE DEFENCE OF FIJI. WELLINGTON, 31 AUGUST 1959, AND SUVA, 21 SEPTEMBER 1959

---

I

*The Right Honourable Walter Nash, C. H., Minister of External Affairs of New Zealand,  
to His Excellency Sir Kenneth Maddocks, K. C. M. G., Governor of Fiji*

OFFICE OF THE MINISTER OF EXTERNAL AFFAIRS

Wellington, 31 August 1959

Sir,

I have the honour to refer to the recent discussions between the New Zealand and Fijian Governments concerning financial arrangements for the defence of Fiji.

In the light of these discussions, I have the honour to make the following proposals for a new Agreement to replace the 1948 Agreement<sup>2</sup> on this subject:

1. The Government of Fiji shall, from 1 January 1959, meet all capital expenditure incurred for the purposes of the defence of Fiji. In this connection, "capital expenditure" means all expenditure on fixed assets, and includes expenditure on the purchase of any motor vehicles other than normal replacements.

2. For the purposes of internal security, the Government of Fiji undertakes to maintain the Fiji Military Forces at strengths to be determined by the Governor of Fiji after consultation with the New Zealand Chiefs of Staff.

3. The Government of Fiji shall maintain an account (in this Agreement referred to as "the general defence account") from which shall be met expenditure (other

---

<sup>1</sup> Came into force on 1 January 1959, in accordance with the provisions of the said notes.

<sup>2</sup> United Nations, *Treaty Series*, Vol. 162, p. 197, and Vol. 247, p. 428.

than capital expenditure) incurred in maintaining the Fiji Military Forces. This shall include:

(a) expenditure incurred in the refit of H.M.S. *Viti*;

(b) expenditure resulting from the run down of the Fiji defence forces commencing after the entry into force of this Agreement including any compensation and financial assistance paid to personnel whose service with the Fiji defence forces is terminated.

4. The general defence account shall be credited with all moneys received from the following sources :

(a) Payments by the Government of New Zealand for the provision of guards by the Fiji Military Forces at RNZAF establishments in Fiji.

(b) The sale of surplus equipment whether purchased before or after the entry into force of this Agreement.

(c) The lease of the buildings at Queen Elizabeth Barracks to private interests, and the lease or sale of the FRNVR Headquarters or other defence buildings including houses wherever situated if the cost of erecting or purchasing the buildings or the houses was expenditure to which the Government of New Zealand was liable to contribute under the terms of the 1948 Agreement.

5. The Government of Fiji shall not be bound to credit the general defence account with any amount in respect of the use of defence buildings for Fiji Government purposes.

6. If in any calendar year expenditure met from the general defence account, after crediting all receipts, exceeds £F.75,000 the New Zealand Government shall reimburse to the Government of Fiji half the amount by which the balance of the expenditure exceeds £F.75,000.

7. The certificate of the Director of Audit, Fiji, as to the amount payable in any calendar year by the Government of New Zealand shall be accepted as conclusive by the Government of New Zealand.

8. This Agreement shall be deemed to have come into force on 1 January 1959. It shall remain in force until 31 December 1963 and may be extended by agreement between the parties.

9. This Agreement supersedes the Agreement between the Government of New Zealand and the Government of Fiji constituted by an Exchange of Notes dated 28 October and 12 November 1948, as subsequently amended.

If these proposals are acceptable to the Government of Fiji, I suggest that this letter and your reply should be regarded as constituting an Agreement between our two Governments.

I have, etc.

W. NASH  
Minister of External Affairs

## II

*His Excellency Sir Kenneth Maddocks, K. C. M. G., Governor of Fiji to The Right Honourable Walter Nash, C. H., Minister of External Affairs of New Zealand*

## GOVERNMENT HOUSE

Suva, Fiji, 21 September 1959

Sir,

I have the honour to acknowledge the receipt of your letter of the 31st August, 1959, reading as follows:

[See note I]

2. I have the honour to inform you that, with the authority of Her Majesty's Government in Great Britain, the Government of Fiji accepts the proposals contained in your letter which, with the present reply, should be regarded as constituting an agreement in this matter.

3. I should like once more to express my appreciation of the generosity which has been shown by the Government of New Zealand towards this territory and of the ready assistance and co-operation which has for many years been given by New Zealand to Fiji.

I have etc.

K. P. MADDOCKS  
Governor, Fiji