

**No. 8090**

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**IRELAND  
and  
UNITED KINGDOM OF GREAT BRITAIN  
AND NORTHERN IRELAND**

**Agreement for the purchase and sale of sugar. Signed at  
Dublin and London, on 27 June 1963**

**Revisional Agreement for the purchase and sale of sugar.  
Signed at Dublin and London, on 25 June 1964**

*Official text: English.*

*Registered by Ireland on 7 February 1966.*

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**IRLANDE  
et  
ROYAUME-UNI DE GRANDE-BRETAGNE  
ET D'IRLANDE DU NORD**

**Accord relatif à l'achat et à la vente de sucre. Signé à Dublin  
et à Londres, le 27 juin 1963**

**Avenant à l'Accord susmentionné. Signé à Dublin et à  
Londres, le 25 juin 1964**

*Texte officiel anglais.*

*Enregistré par l'Irlande le 7 février 1966.*

No. 8090. AGREEMENT<sup>1</sup> BETWEEN THE MINISTER FOR AGRICULTURE FOR IRELAND AND THE IRISH SUGAR COMPANY AND THE MINISTER OF AGRICULTURE, FISHERIES AND FOOD FOR THE UNITED KINGDOM FOR THE PURCHASE AND SALE OF SUGAR. SIGNED AT DUBLIN AND LONDON, ON 27 JUNE 1963

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An agreement made the twenty-seventh day of June 1963 between the Minister for Agriculture and Comhlucht Siuicre Eireann Teoranta (the Irish Sugar Company hereinafter called the "Company") of Ireland of the one part and the Minister of Agriculture, Fisheries and Food for the United Kingdom (hereinafter called the "Minister") of the other part whereby it is agreed as follows :

*Article 1*

In this Agreement, unless the context requires, the following words have the meanings hereby assigned to them respectively, that is to say

a ton shall mean 2,240 pounds avoirdupois and

a year shall mean a period of twelve calendar months ending on 30th June in any year.

*Article 2*

The Company shall sell and the Minister shall purchase in every year 10,000 tons of refined beet sugar produced and refined in Ireland and subject to the following terms and conditions.

*Article 3*

The price shall be £50 (fifty pounds) sterling per ton ex. factory.

*Article 4*

The sale and purchase of 10,000 tons of sugar aforesaid shall subject to the terms of Article 11 hereof be made before the 30th June in every year, the first such sale and purchase to be made before 30th June 1963.

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<sup>1</sup> Came into force on 27 June 1963, upon signature, in accordance with article 12.

*Article 5*

The Minister shall resell forthwith to the Company all sugar purchased pursuant to Article 2 of this Agreement at a price ex. factory exceeding by £10 (ten pounds) sterling per ton the average of the London Daily Price for raw sugar during the year.

*Article 6*

The Company shall resell all sugar purchased pursuant to Article 5 hereof only to manufacturers in Ireland of sugar-containing goods for use by such manufacturers as an ingredient of such goods for export to the United Kingdom.

*Article 7*

The Minister shall direct the Sugar Board to sell 5,000 tons of raw sugar during every year and the Company shall purchase the sugar sold by the Sugar Board pursuant to such direction, the first such purchase of 5,000 tons aforesaid to be made (subject to the terms of Article 11 hereof) before the 30th June 1963.

*Article 8*

Any sugar imported into Ireland in addition to the raw sugar mentioned in Article 7 hereof shall be sugar which has been sold by the Sugar Board unless the Sugar Board agree to the contrary.

Provided that the Company may purchase sugar which has not been sold by the Sugar Board, so however, that the quantity of sugar so purchased shall not exceed the quantity of sugar (including sugar used as an ingredient of manufactured goods) which is exported from Ireland to countries other than the United Kingdom.

*Article 9*

In consideration of the arrangements contained in this Agreement exports of refined sugar to the United Kingdom from Ireland shall not exceed 10,500 tons in every year for delivery to distributors and manufacturers in Northern Ireland. Any excess or deficiency in such exports in any year shall, up to a limit of 500 tons, be carried forward to the following year.

*Article 10*

The terms upon which sales and purchases of raw sugar between the Company and the Sugar Board pursuant to Articles 7 and 8 of this Agreement shall be made, including arrangements for payment for such sugar so sold and purchased, shall be settled by agreement between them.

*Article 11*

If in any year the amount of sugar sold and purchased pursuant to Articles 2, 4 and 7 hereof is less than the amount specified in those Articles an amount of sugar representing the difference between the amount sold and purchased and the amount so specified may be agreement between the parties hereto be sold and purchased at the price for sugar for such year during the next following year in addition to the amount specified to be sold during that year.

*Article 12*

This Agreement shall commence on the date hereof and shall expire on 30th June 1967 subject to the right of either of the parties hereto to request a review of the provisions of this Agreement, and to give to the other not later than 31st March in any year notice in writing of intention to terminate this Agreement on the 30th June next following the date of such notice.

*Article 13*

Any renewal of this Agreement shall be discussed between the parties hereto before 30th June 1966.

SIGNED for and on behalf of the parties hereto the day and year first above written.

For and on behalf of the Minister for Agriculture  
of Ireland :

Michael J. BARRY

For and on behalf of Comhlucht Siuicre Eireann  
Teoranta :

J. E. MACELLIN

For and on behalf of the Minister of Agriculture,  
Fisheries and Food for the United Kingdom :

John LOCKE

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REVISIONAL AGREEMENT<sup>1</sup> BETWEEN THE MINISTER FOR AGRICULTURE OF IRELAND AND THE IRISH SUGAR COMPANY AND THE MINISTER OF AGRICULTURE, FISHERIES AND FOOD FOR THE UNITED KINGDOM FOR THE PURCHASE AND SALE OF SUGAR. SIGNED AT DUBLIN AND LONDON, ON 25 JUNE 1964

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An Agreement made the twenty-fifth day of June 1964 between the Minister for Agriculture and Comhlucht Siuicre Eireann Teoranta (the Irish Sugar Company hereinafter called the "Company") of Ireland of the one part and the Minister of Agriculture, Fisheries and Food for the United Kingdom of the other part whereby it is agreed as follows :

*Article 1*

This Agreement revises the Agreement (hereinafter called the Principal Agreement) made the twenty-seventh day of June 1963<sup>2</sup> between the same parties as are parties to this Agreement, and in the same order; and this Agreement shall be read as one with the Principal Agreement.

*Article 2*

The Principal Agreement shall be revised as follows :

(a) by substituting for Article 3 thereof the following article :

" Article 3

" The price ex. factory in Ireland shall be a price equivalent to the price being paid to exporting territories under the Commonwealth Sugar Agreement for raw sugar basis 96 degrees polarisation at the beginning of each year plus £12 (twelve pounds) sterling per ton. "

(b) by adding at the end of Article 5 thereof the following words :

" or at such other price as may have been agreed between the Sugar Board and the Company. "

(c) by substituting for Article 8 thereof the following article :

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<sup>1</sup> Deemed to have come into force on 1 July 1963, with the exception of articles 2 (c) and 3 which were deemed effective from 1 January 1963, in accordance with the provisions of article 3.

<sup>2</sup> See p. 222 of this volume.

## “ Article 8

“ Any sugar imported into Ireland in addition to the raw sugar mentioned in Article 7 hereof shall be sugar which has been sold by the Sugar Board :

“ Provided that :

- “ (a) the Sugar Board may agree to the importation into Ireland of sugar sold otherwise than by them; or
- “ (b) there may be imported into Ireland a quantity of sugar in any calendar year not exceeding the quantity of sugar (including sugar used as an ingredient of manufactured goods) which is exported in that year from Ireland to countries other than the United Kingdom. ”

*Article 3*

This Agreement shall have effect as follows :

- (a) this article and article 2 (c) hereof shall be deemed to have commenced on 1st January 1963;
- (b) in all other respects, this Agreement shall be deemed to have commenced on 1st July 1963, and shall expire on 30th June 1967 subject to the provisions of Articles 12 and 13 of the Principal Agreement.

SIGNED for and on behalf of the parties hereto the day and year first above written.

For and on behalf of the Minister for Agriculture  
of Ireland :

Michael J. BARRY

For and on behalf of Comhlucht Siuicre Eireann  
Teoranta :

J. E. MACÉLLIN

For and on behalf of the Minister of Agriculture,  
Fisheries and Food for the United Kingdom :

John LOCKE

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