

No. 9206

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

**Exchange of notes constituting an agreement concerning  
financial arrangements for the defence of Fiji.  
Wellington, 22 February 1968 and Suva, 2 April 1968**

*Official text : English.*

*Registered by New Zealand on 29 August 1968.*

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

**Échange de notes constituant un accord relatif à des  
arrangements financiers concernant la défense des Fidji.  
Wellington, 22 février 1968 et Suva, 2 avril 1968**

*Texte officiel anglais.*

*Enregistré par la Nouvelle-Zélande le 29 août 1968.*

No. 9206. 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, 22 FEBRUARY 1968 AND SUVA, 2 APRIL 1968

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I

*The Minister of External Affairs of New Zealand  
to the Governor of Fiji*

OFFICE OF THE MINISTER OF EXTERNAL AFFAIRS  
WELLINGTON

22 February 1968

Sir,

I have the honour to refer to the Exchange of Letters signed respectively at Wellington on 31 August 1959 and at Suva on 21 September 1959, <sup>2</sup> constituting an Agreement between the Government of New Zealand and the Government of Fiji concerning financial arrangements for the defence of Fiji. As you know, the 1959 Agreement was subsequently amended by the Agreement constituted by an Exchange of Letters signed respectively at Wellington on 24 March 1964 and at Suva on 4 April 1964. <sup>3</sup>

I now have the honour to make the following proposals for a new Agreement which would replace the 1959 Agreement as amended by the 1964 Agreement on this subject :

1. The Government of Fiji shall, from 1 January 1967, 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.

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<sup>1</sup> Came into force on 2 April 1968 with retroactive effect from 1 January 1967, in accordance with the provisions of the said notes.

<sup>2</sup> United Nations, *Treaty Series*, Vol. 401, p. 51.

<sup>3</sup> United Nations, *Treaty Series*, Vol. 521, p. 397.

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 than capital expenditure) incurred in maintaining the Fiji Military Forces.

4. The General Defence Account shall be credited with all receipts, and in particular moneys received from the following sources:

- (a) The sale of surplus equipment whether purchased before or after the entry into force of this Agreement.
- (b) The lease or sale of 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 earlier Agreements, including those Agreements preceding the 1959 Agreement.
- (c) Payments by the Government of New Zealand for the provision of guards by the Fiji Military Forces at RNZAF establishments in Fiji.

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 but such reimbursement shall not exceed a maximum of \$ N.Z. 20,000 per annum.

7. The Government of Fiji shall submit audited annual statements of Receipts and Expenditure to the Government of New Zealand.

8. The Certificates 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.

9. This Agreement shall be deemed to have come into force on 1 January 1967. It shall remain in force until 31 December 1969 and may be extended by agreement between the parties.

10. This Agreement supersedes the Agreement between the Government of New Zealand and the Government of Fiji constituted by the Exchange of Notes dated 31 August 1959 and 21 September 1959, 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 the honour to be, Sir, Your obedient servant,

Keith HOLYOAKE

## II

*The Governor of Fiji  
to the Minister of External Affairs of New Zealand*

GOVERNMENT HOUSE  
SUVA, FIJI

2 April 1968

Sir,

I have the honour to acknowledge receipt of your letter of 22nd February 1968, 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.

I have the honour to be Sir, Your obedient servant

F. D. JAKEWAY