

No. 21924

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

**Agreement concerning the Ilois from the Chagos Archipelago (with exchange of notes of 26 October 1982).
Signed at Port Louis on 7 July 1982**

Authentic text: English.

*Registered by the United Kingdom of Great Britain and Northern Ireland
on 31 May 1983.*

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

**Accord relatif aux Ilois de l'archipel des Chagos (avec
échange de notes du 26 octobre 1982). Signé à Port-
Louis le 7 juillet 1982**

Texte authentique : anglais.

*Enregistré par le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord
le 31 mai 1983.*

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE GOVERNMENT OF MAURITIUS

The Government of the United Kingdom of Great Britain and Northern Ireland (hereinafter referred to as the Government of the United Kingdom) and the Government of Mauritius,

Desiring to settle certain problems which have arisen concerning the Ilois who went to Mauritius on their departure or removal from the Chagos Archipelago after November 1965 (hereinafter referred to as "the Ilois");

Wishing to assist with the resettlement of the Ilois in Mauritius as viable members of the community;

Noting that the Government of Mauritius has undertaken to the Ilois to vest absolutely in the Board of Trustees established under Article 7 of this Agreement, and within one year from the date of the entry into force of this Agreement, land to the value of £1 million as at 31 March 1982, for the benefit of the Ilois and the Ilois community in Mauritius;

Have agreed as follows:

Article 1. The Government of the United Kingdom shall *ex gratia* with no admission of liability pay to the Government of Mauritius for and on behalf of the Ilois and the Ilois community in Mauritius in accordance with Article 7 of this Agreement the sum of £4 million which, taken together with the payment of £650,000 already made to the Government of Mauritius, shall be in full and final settlement of all claims whatsoever of the kind referred to in Article 2 of this Agreement against the Government of the United Kingdom by or on behalf of the Ilois.

Article 2. The claims referred to in Article 1 of this Agreement are solely claims by or on behalf of the Ilois arising out of:

- (a) All acts, matters and things done by or pursuant to the British Indian Ocean Territory Order 1965, including the closure of the plantations in the Chagos Archipelago, the departure or removal of those living or working there, the termination of their contracts, their transfer to and resettlement in Mauritius and their preclusion from returning to the Chagos Archipelago (hereinafter referred to as "the events"); and
- (b) Any incidents, facts or situations, whether past, present or future, occurring in the course of the events or arising out of the consequences of the events.

Article 3. The reference in Article 1 of this Agreement to claims against the Government of the United Kingdom includes claims against the Crown in right of the United Kingdom and the Crown in right of any British possession, together with claims against the servants, agents and contractors of the Government of the United Kingdom.

¹ Came into force on 28 October 1982, the date on which the Governments had informed each other of the completion of the required constitutional procedures, in accordance with the provisions of the exchange of notes of 26 October 1982.

Article 4. The Government of Mauritius shall use its best endeavours to procure from each member of the Ilois community in Mauritius a signed renunciation of the claims referred to in Article 2 of this Agreement, and shall hold such renunciations of claims at the disposal of the Government of the United Kingdom.

Article 5. (1) Should any claim against the Government of the United Kingdom (or other defendant referred to in Article 3 of this Agreement) be advanced or maintained by or on behalf of any of the Ilois, notwithstanding the provisions of Article 1 of this Agreement, the Government of the United Kingdom (or other defendant as aforesaid) shall be indemnified out of the Trust Fund established pursuant to Article 6 of this Agreement against all loss, costs, damages or expenses which the Government of the United Kingdom (or other defendant as aforesaid) may reasonably incur or be called upon to pay as a result of any such claim. For this purpose the Board of Trustees shall retain the sum of £250,000 in the Trust Fund until 31 December 1985 or until any claim presented before that date is concluded, whichever is the later. If any claim of the kind referred to in this Article is advanced, whether before or after 31 December 1985, and the Trust Fund does not have adequate funds to meet the indemnity provided in this Article, the Government of Mauritius shall, if the claim is successful, indemnify the Government of the United Kingdom as aforesaid.

(2) Notwithstanding the provisions of paragraph (1) of this Article, the Government of the United Kingdom may authorise the Board of Trustees to release all or part of the retained sum of £250,000 before the date specified if the Government of the United Kingdom is satisfied with the adequacy of the renunciations of claims procured pursuant to Article 4 of this Agreement.

Article 6. The sum to be paid to the Government of Mauritius in accordance with the provisions of Article 1 of this Agreement shall immediately upon payment be paid by the Government of Mauritius into a Trust Fund to be established by Act of Parliament as soon as possible by the Government of Mauritius.

Article 7. (1) The Trust Fund referred to in Article 6 of this Agreement shall have the object of ensuring that the payments of capital (namely £4 million), and any income arising from the investment thereof, shall be disbursed expeditiously and solely in promoting the social and economic welfare of the Ilois and the Ilois community in Mauritius, and the Government of Mauritius shall ensure that such capital and income are devoted solely to that purpose.

(2) Full powers of administration and management of the Trust Fund shall be vested in a Board of Trustees, which shall be composed of representatives of the Government of Mauritius and of the Ilois in equal numbers and an independent chairman, the first members of the Board of Trustees to be named in the Act of Parliament. The Board of Trustees shall as soon as possible after the end of each year prepare and submit to the Government of Mauritius an annual report on the operation of the Fund, a copy of which shall immediately be passed by that Government to the Government of the United Kingdom.

Article 8¹. This Agreement shall enter into force on the twenty-eighth day after the date on which the two Governments have informed each other that the necessary internal procedures, including the enactment of the Act of Parliament and the establishment of the Board of Trustees pursuant to Articles 6 and 7 of this Agreement, have been completed.

¹ This article was amended by the exchange of notes dated 26 October 1982.

IN WITNESS WHEREOF the undersigned, duly authorised thereto by their respective Governments, have signed this Agreement.

DONE in duplicate in Port Louis this 7th day of July 1982.

For the Government of the United Kingdom of Great Britain and Northern Ireland:

J. ALLAN

For the Government of Mauritius:

JEAN CLAUDE DE L'ESTRAC

EXCHANGE OF NOTES BETWEEN THE GOVERNMENT OF THE
UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND
AND THE GOVERNMENT OF MAURITIUS AMENDING ARTICLE 8
OF THE AGREEMENT CONCERNING THE ILOIS

I

THE UNITED KINGDOM HIGH COMMISSIONER AT PORT LOUIS TO THE MINISTER
OF EXTERNAL AFFAIRS, TOURISM AND EMIGRATION OF MAURITIUS

British High Commission
Port Louis

26 October 1982

Your Excellency,

I have the honour to refer to the discussions which have taken place between us about the date of entry into force of the Agreement signed at Port Louis on 7 July 1982 concerning the Ilois. In the light of these discussions, I now have the honour to propose, on instructions from my Government, that Article 8 of the Agreement of 7 July 1982 be amended by deleting the words "the twenty-eighth day after", so that Article 8 would then read as follows:

"This Agreement shall enter into force on the date on which the two Governments have informed each other that the necessary internal procedures, including the enactment of the Act of Parliament and the establishment of the Board of Trustees pursuant to Articles 6 and 7 of this Agreement, have been completed."

If this proposal is acceptable to the Government of Mauritius, I have the honour to propose that this Note and Your Excellency's reply in that sense should constitute an Agreement between the Governments of Mauritius and the United Kingdom amending with effect from the date of Your Excellency's reply the Agreement of 7 July 1982.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

J. ALLAN

II

THE MINISTER OF EXTERNAL AFFAIRS, TOURISM, AND EMIGRATION OF MAURITIUS
TO THE UNITED KINGDOM HIGH COMMISSIONER AT PORT LOUIS

Ministry of External Affairs, Tourism and Emigration

26 October 1982

No. 1197/9/1

Excellency,

I have the honour to acknowledge receipt of Your Excellency's Note dated 26th October 1982 which reads as follows:

[See note I]

In reply, I have the honour to inform Your Excellency that the proposed amendment as set out in Your Excellency's Note is acceptable to the Government of Mauritius, who therefore agree that your Note, together with the present reply, constitutes an Agreement between our two Governments amending with effect from today's date the Agreement of 7 July 1982.

Please accept, Excellency, the assurance of my highest consideration.

JEAN CLAUDE DE L'ESTRAC