



Treaty Series No. 34 (1947)

Exchange of Notes

between the Government of the United Kingdom
and the United States Government

regarding the Interpretation of Paragraph 6 of the
Agreement on Settlement of Intergovernmental
Claims of 27th March, 1946

Washington, 19th/28th February, 1947

*Presented by the Secretary of State for Foreign Affairs
to Parliament by Command of His Majesty*

LONDON
HIS MAJESTY'S STATIONERY OFFICE

ONE PENNY NET

EXCHANGE OF NOTES BETWEEN THE GOVERNMENT OF THE
UNITED KINGDOM AND THE UNITED STATES GOVERNMENT
REGARDING THE INTERPRETATION OF PARAGRAPH 6 OF THE
AGREEMENT ON SETTLEMENT OF INTERGOVERNMENTAL
CLAIMS OF 27th MARCH, 1946.

Washington, 19th/28th February, 1947

No. 1

Mr. Dean Acheson to Lord Inverchapel

Department of State, Washington,

Excellency,

19th February, 1947

I HAVE the honour to refer to the "Agreement on Settlement of Intergovernmental Claims," which was one of the specific Agreements between the British Government and the United States Government signed on 27th March, 1946⁽¹⁾, pursuant to the Joint Statement of 6th December, 1945⁽²⁾, regarding Settlement for Lend-Lease, Reciprocal Aid, Surplus War Property, and Claims. Paragraph 6 of the Agreement provides "that all financial claims whatsoever of one Government against the other which (a) arose out of lend-lease or reciprocal aid, or (b) otherwise arose on or after 3rd September, 1939, and prior to 2nd September, 1945, out of or incidental to the conduct of World War II, and which are not otherwise dealt with in the Agreements concluded this day, are hereby waived, and neither Government will hereafter raise or pursue any such claims against the other."

A question has been raised as to whether the expression "all financial claims whatsoever of one Government against the other which (a) arose out of lend-lease or reciprocal aid, or (b) otherwise arose on or after 3rd September, 1939, and prior to 2nd September, 1945, out of or incidental to the conduct of World War II" is properly interpreted as applying to claims submitted in accordance with the practice whereby one government espouses a claim of one of its nationals and presents it through diplomatic channels to another government. After consideration of the general purposes of the waiver of claims provision and of the discussions leading to the adoption of that provision, the Department has concluded that the proper interpretation of the Agreement is that such espoused claims are not properly included among the financial claims covered by the Agreement.

I would appreciate being advised whether your Government concurs in this interpretation.

Accept, &c.

For the Secretary of State:

(Sd.) DEAN ACHESON.

No. 2

Lord Inverchapel to Mr. George C. Marshall

British Embassy, Washington,

28th February, 1947

Sir,

I HAVE the honour to refer to Mr. Acheson's note of 19th February, in which he gave an interpretation of paragraph 6 of the "Agreement on Settlement of Intergovernmental Claims" which was signed by representatives of His Majesty's Government and the United States Government on 27th March, 1946.

I am pleased to inform you that His Majesty's Government concur in the interpretation presented in Mr. Acheson's note.

I have, &c.

(Sd.) INVERCHAPEL.

(1) "Treaty Series No. 13 (1946)," Cmd. 6813.

(2) Cmd. 6708.