



Treaty Series No. 10 (1951)

# Agreement

between the Government of the  
United Kingdom of Great Britain and Northern Ireland  
and the Government of India on the one hand  
and the Siamese Government on the other  
for the Termination of the State of War

Singapore, 1st January, 1946

[With Exchanges of Notes and Memoranda between  
1st January, 1946 and 8th May, 1947 concerning  
Property, Rights and Interests of Allied nationals in Siam]

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

LONDON  
HIS MAJESTY'S STATIONERY OFFICE  
NINEPENNY NET

**AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE GOVERNMENT OF INDIA ON THE ONE HAND AND THE SIAMESE GOVERNMENT ON THE OTHER FOR THE TERMINATION OF THE STATE OF WAR.**

*Singapore, 1st January, 1946*

(1)

*Mr. Dening to H.S.H. Prince Viwatchai Chaiyant*

Your Serene Highness,

*Singapore, 1st January, 1946.*

With reference to the oral discussions which have been taking place at Kandy and Singapore between the Siamese delegation, headed by Your Serene Highness, and myself, I am instructed by His Majesty's Government in the United Kingdom to place on record their attitude regarding the acquisition of territories by Siam as a result of Japanese action or intervention.

His Majesty's Government in the United Kingdom do not recognise the acquisition by Siam of any territories acquired later than 11th December, 1940. This non-recognition includes all the territory purported to have been ceded by the Vichy Government on 9th May, 1941.

I am to invite Your Serene Highness to take note, on behalf of the Siamese Government, of the attitude of His Majesty's Government in the United Kingdom.

I avail, &c.

(Sd.)

M. E. DENING.

(2)

*H.S.H. Prince Viwatchai Chaiyant to Mr. Dening*

Sir,

*Singapore, 1st January, 1946.*

I have the honour to acknowledge receipt of your letter of 1st January, 1946, in which you inform me that you have been instructed by His Majesty's Government in the United Kingdom to place on record their attitude regarding the acquisition of territories by Siam as a result of Japanese action or intervention.

You have further informed me that His Majesty's Government in the United Kingdom do not recognise the acquisition by Siam of any territories acquired later than 11th December, 1940, and that this non-recognition includes all the territory purported to have been ceded by the Vichy Government on 9th May, 1940.

I have been instructed by His Majesty's Government to inform you that they have taken note of the attitude of His Majesty's Government in the United Kingdom in respect of territories acquired by Siam later than 11th December, 1940.

I avail, &c.

(Sd.)

VIWAT.

(3)

*Mr. Dening to H.S.H. Prince Viwatchai Chaiyant*

Your Serene Highness,

*Singapore, 1st January, 1946.*

Following upon the satisfactory conclusion of our conversations, I have the honour to attach hereto a copy of the heads of agreement and annex.

69

which set out the terms on which the Government of the United Kingdom and the Government of India are prepared to liquidate the state of war with Siam. I shall be glad to learn from you that the Siamese Government are prepared to sign without delay a formal agreement, or agreements, embodying the provisions set out in the attached documents, and that pending such signature the Siamese Government will in all respects act in accordance with these provisions.

For your information I would add that the term "British" in the heads of agreement will, in the formal agreement or agreements, be so defined as to include all British subjects and protected persons, all territories under the sovereignty, suzerain protection or mandate of His Majesty The King-Emperor, and all undertakings duly constituted in accordance with the law of any such territory.

I avail, &c.  
(Sd.) M. E. DENING.

## Enclosure

### *Heads of Agreement*

The attitude of the Government of the United Kingdom and the Government of India towards Siam will depend on the degree of her co-operation in matters arising out of the termination of hostilities against Japan, and on her readiness (a) to make restitution to the United Kingdom and India and their Allies for the injury done to them in consequence of Siam's association with Japan, and (b) to ensure security and good-neighbourly relations for the future.

The particular steps which the Government of the United Kingdom and the Government of India would expect the Siamese Government to take as a condition of recognising it and of agreeing to terminate the state of war are as follows:—

#### *A.—Measures of Repudiation*

1. Repudiate the declaration of war made on 25th January, 1942 (which brought about a state of war between the United Kingdom and India, on the one hand, and Siam, on the other), together with all measures pursuant to that declaration which may operate to the prejudice of the United Kingdom, India and their Allies.

2. Repudiate the alliance entered into by Siam with Japan on 21st December, 1941, and all other treaties, pacts and agreements concluded between Siam and Japan.

3. Recognise as null and void all acquisitions of British territory made by Siam later than 7th December, 1941, and all titles, rights, properties and interests acquired in such territory since that date by the Siamese State or Siamese subjects.

#### *B.—Measures of Restitution and Readjustment.*

1. Take the necessary legislative and administrative measures to give effect to section A above, including, in particular:—

(a) Repeal all legislative and administrative measures relating to the purported annexation by, or incorporation in, Siam of British territories effected after 7th December, 1941.

- (b) Withdraw as may be required by the competent civil or military authorities all Siamese military personnel from all such territories; and all Siamese officials and nationals who entered these territories after their annexation by, or incorporation in, Siam.
  - (c) Restore all property taken away from these territories, including currency except to the extent to which it could be established that fair value had been given in exchange.
  - (d) Compensate loss or damage to property, rights and interests in these territories arising out of the occupation of these territories by Siam.
  - (e) Redeem in sterling, out of former sterling reserves, current Siamese notes collected by the British authorities in British territory occupied by Siam since 7th December, 1941.
- 2.—(a) Take all possible steps to ensure the prompt succour and relief of all British prisoners of war and internees held in Siam, or in any territories purported to have been annexed by or incorporated in Siam, and at Siamese expense provide them with adequate food, clothing, medical and hygienic services, and transportation, in consultation with the Allied military authorities.
- (b) Undertake to enter into an agreement with the Government of the United Kingdom and the Government of India for the mutual upkeep of war graves.
3. Assume responsibility for safeguarding, maintaining and restoring unimpaired, British property, rights and interests of all kinds in Siam, and for payment of compensation for losses or damage sustained. The term "property, rights and interests" to include, *inter alia*, the official property of the Government of the United Kingdom and the Government of India, property whose ownership has been transferred since the outbreak of war, pensions granted to British nationals, stocks of tin, teak and other commodities, shipping and wharves, and tin, teak and other leases and concessions granted to British firms and individuals prior to 7th December, 1941, and still valid at that date.
4. Desequestrate British banking and commercial concerns and permit them to resume business.
5. Accept liability, with the addition of interest at an appropriate percentage in respect of payment in arrears, for the service of the loans and for the payment of pensions in full since the date when regular payments ceased.
6. Undertake to conclude, as and when required, with the Supreme Allied Commander, South-East Asia Command, or in such other manner as may be satisfactory to His Majesty's Government, an agreement or agreements to cover all or any of the matters specified in the annex to this document.

#### *C.—Measures for Post-War Strategic Co-operation*

1. Recognise that the course of events in the war with Japan demonstrates the importance of Siam to the defence of Malaya, Burma, India and Indo-China and the security of the Indian Ocean and South-West Pacific areas, and agree to collaborate fully in all international security arrangements approved by the United Nations Organisation, or its Security Council, which may be pertinent to Siam, and especially such international security arrangements as may relate to those countries or areas.
2. Undertake that no canal linking the Indian Ocean and the Gulf of Siam shall be cut across Siamese territory without the prior concurrence of the Government of the United Kingdom.

D.—Measures for Post-War Economic Co-operation

1. Agree to take all possible measures to re-establish import and export trade between Siam, on the one hand, and neighbouring British territories, on the other, and to adopt and maintain a good-neighbourly policy in regard to coastal shipping.

2. Undertake to negotiate with the Government of the United Kingdom as soon as practicable a new treaty of establishment, commerce and navigation and a consular convention, based on the reciprocal application of the principles in clause 4 below.

3. Undertake to negotiate with the Government of India as soon as practicable a new treaty of commerce and navigation, based on the reciprocal application of the principles in the following clause.

4. Pending the conclusion of the treaties and convention referred to in clauses 2 and 3 above, undertake to observe the provisions of the treaty of Commerce and Navigation signed at Bangkok on 23rd November, 1937,<sup>(1)</sup> and, except in regard to matters where the treaty specifically provides to the contrary (subject to such exceptions, if any, as may be agreed between the Government of the United Kingdom or the Government of India and the Siamese Government), not to enforce measures excluding British commercial or industrial interests or British professional men on grounds of nationality from participation in Siamese economy and trade, or requiring them to maintain stocks or reserves in excess of normal commercial, shipping, industrial or business practice, provided that if the treaties and convention have not been concluded within a period of three years this undertaking shall lapse unless it is prolonged by agreement. Nothing in this clause shall be deemed to preclude the grant of equally favourable treatment to nationals and enterprises of any or all of the United Nations.

5. Undertake to negotiate a Civil Aviation Agreement in respect of all British Commonwealth civil air services not less favourable than the Agreement of 1937<sup>(2)</sup> with respect to Imperial Airways.

6. Undertake to participate in any general international arrangement regarding tin and rubber which conforms with such principles regarding commodity arrangements as may be agreed by the United Nations Organisation or its Economic and Social Council.

E.—Regularisation of Siam's Position in relation to Bilateral and Multilateral Treaties and her Membership of International Organisations

1. Agree to regard as in force such bilateral treaties between the United Kingdom and Siam and India and Siam as may respectively be specified by the Government of the United Kingdom or the Government of India, subject to any modifications the Government of the United Kingdom or the Government of India may indicate, and to regard as abrogated any such treaties not so specified.

2. Agree to regard as in force between the United Kingdom and Siam and India and Siam any multilateral treaties, conventions or agreements concluded prior to 7th December, 1941, (a) to which Siam and the United Kingdom or India, as the case may be, were then parties, (b) to which Siam was not then a party and which may be specified in a list to be furnished to the Siamese Government. Agree also to accept any modifications thereto

<sup>(1)</sup> "Treaty Series No. 33 (1938)," Cmd. 5731.

<sup>(2)</sup> "Treaty Series No. 11 (1938)," Cmd. 5651.

which may have come into effect in accordance with the terms of such instruments since that date.

3. Pending admission to any international organisation set up since 7th December, 1941, being an organisation of which the United Kingdom or India is a member, agree to carry out any obligations arising out of, or in connexion with, any such organisation or the instrument constituting it, as may at any time be specified by the Government of the United Kingdom or the Government of India as the case may be.

#### Annex

*Points to be Covered in an Agreement or Agreements with the Supreme Allied Commander or in such other manner as may be satisfactory to the Government of the United Kingdom and the Government of India.*

THE Siamese Government shall agree:—

1. To assume responsibility for safeguarding, maintaining and restoring unimpaired Allied property, rights and interests of all kinds in Siam and for payment of compensation for losses or damage sustained.

2. To desequstrate Allied banking and commercial concerns and permit them to resume business.

3. To hold all Japanese and other enemy property at the disposal of the Allies.<sup>(3)</sup>

4. To co-operate in the apprehension and trial of persons accused of war crimes or notable for affording active assistance to Japan.<sup>(3)</sup>

5. To hand over to the Allied military authorities all alleged renegades of Allied nationality.<sup>(3)</sup>

6. For so long as may be necessary for the conclusion of all matters of military concern to the Allies arising out of the settlement of the war with Japan:—

(a) To place at the disposal of the Allied military authorities ports and free traffic facilities in and over Siamese territory, as required.<sup>(4)</sup>

(b) To provide free of cost all other supplies and services for use in Siam and all Siamese currency that may be required by the Allied military authorities.<sup>(4)</sup>

(c) To meet administrative requirements of Allied forces in Siam in respect of labour, use of industrial and transport enterprises, means of communication, power, fuel and other materials as requested by the competent Allied military authority in pursuance of his task.<sup>(4)</sup>

(d) To negotiate an agreement granting judicial and other immunities for Allied forces in Siam similar to such agreements as have already been concluded by the Allies with one another.<sup>(4)</sup>

7. To place Siamese merchant vessels primarily to meet the civil requirements of Siam under the direction of the competent Allied military authority until 2nd March, 1946, or until such earlier date as may be fixed for the cessation of the Allied pooling arrangements.<sup>(4)</sup>

<sup>(3)</sup> Items 3, 4 and 5 were not included in the Formal Agreement as signed but were dealt with in the Exchange of Notes of 8th May, 1947 (Documents Nos. 11 and 12, page 21).

<sup>(4)</sup> Not included in Formal Agreement.

<sup>(5)</sup> Not included in Formal Agreement but dealt with in Exchange of Notes of 8th May, 1947. (Documents Nos. 13 and 14, pages 22 and 23).

8. To control banks and businesses, foreign exchange and foreign commercial and financial transactions as required by the Allies for so long as may be necessary for the conclusion of matters of military, economic and financial concern to the Allies arising out of the settlement of the war with Japan.<sup>(4)</sup>

9. Until a date or dates not later than 1st September, 1947, to undertake to prohibit, except in accordance with the recommendations of the Combined Boards or any successor body, and in the case of rice under the direction of a special organisation to be set up for the purpose, any exports of rice, tin, rubber and teak, and to regulate trade in and stimulate production of these commodities.

10.—(a) To make available free of cost at Bangkok, to an organisation to be indicated by the Government of the United Kingdom and as quickly as may be compatible with the retention of supplies adequate for Siamese internal needs, a quantity of rice equal to the accumulated surplus of rice at present existing in Siam, subject to a maximum of 1½ million tons, the exact amount to be determined by the authorities appointed for the purpose of taking delivery of the rice. The rice should conform to the agreed standards of quality to be determined by the authorities appointed for the purpose of taking delivery of the rice. Equivalent quantities of paddy and loonzain may be accepted, if so agreed, in lieu of milled rice.

(b) Until a date not later than 1st September, 1947, to make available to the rice organisations mentioned in clauses 9 and 10 (a) all rice surplus to the internal needs of Siam, such rice, with the exception of rice delivered free in accordance with clause 10 (a), to be supplied in such a manner as the special organisation mentioned in clause 9 shall indicate and at prices fixed in agreement with it having regard to the controlled prices of rice in other Asiatic rice-exporting areas.

(4)

*H.S.H. Prince Viwatchai Chaiyant to Mr. Dening*

Sir, Singapore, 1st January, 1946.

I have the honour to acknowledge your communication of to-day's date enclosing a copy of the heads of agreement and annex which set out the terms on which the Government of the United Kingdom and the Government of India are prepared to liquidate the state of war with Siam.

In reply I have the honour to state, under instructions from His Majesty's Government, that they are prepared to sign without delay a formal agreement or agreements as indicated in your communication, and that, pending such signature, His Majesty's Government will in all respect act in accordance with these provisions.

They also take note that the term "British" in the heads of agreement will, in the formal agreement or agreements, be so defined as to include all British subjects and protected persons, all territories under the sovereignty, suzerain protection or mandate of His Britannic Majesty The King-Emperor, and all undertakings duly constituted in accordance with the laws of any such territory.

I avail, &c.  
(Sd.) VIWAT.

<sup>(4)</sup> Not included in Formal Agreement.

TEXT OF THE AGREEMENT FOR THE TERMINATION OF  
THE STATE OF WAR AS SIGNED AT SINGAPORE ON  
1ST JANUARY, 1946

Whereas by a proclamation made in Bangkok on 16th August, 1945, the Regent of Siam did, in the name of His Majesty the King of Siam, proclaim the declaration of war made by Siam on 25th January, 1942, against the United Kingdom to be null and void in that it was made contrary to the will of the Siamese people and in violation of the Constitution and laws of Siam, and

Whereas the proclamation of 16th August, 1945, aforesaid was the same day unanimously approved by the National Assembly of Siam, and

Whereas the Siamese Government have repudiated the alliance entered into by Siam with Japan on 21st December, 1941, together with all other treaties, pacts or agreements concluded between Siam and Japan, and

Whereas the Siamese Government are anxious to play their full part in mitigating the effects of the war, particularly in such measures as may be designed to assist in the restoration of international security and general economic welfare, and

Whereas the Government of the United Kingdom and the Government of India, in consideration of the acts of repudiation already carried out by the Siamese Government, and not unmindful of the services rendered by the resistance movement in Siam during the war with Japan, desire to bring the state of war to an immediate end,

Now, therefore, the Government of the United Kingdom and the Government of India on the one hand and the Siamese Government on the other, being desirous of renewing the relations of close friendship which existed before the war, have resolved to conclude an agreement for these purposes and have accordingly appointed as their plenipotentiaries:

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

Mr. M. E. Dening, C.M.G., O.B.E.;

Government of India:

Mr. M. S. Aney;

Siamese Government:

His Serene Highness Prince Viwatchai Chaiyant,  
Lieutenant-General Phya Abhai Songgram,  
Nai Serm Vinicchayakul;

who, having communicated their full powers, found in good and due form, have agreed as follows:—

*Restitution and Readjustment*

ARTICLE 1

The Siamese Government agree to repudiate all measures pursuant to the above-mentioned declaration of war made on 25th January, 1942, and to take the necessary legislative and administrative measures to give effect to that repudiation.

75

ARTICLE 2

The Siamese Government declare as null and void all purported acquisitions of British territory made by Siam later than 7th December, 1941, as well as all titles, rights, properties and interests acquired in such territory since that date either by the Siamese State or by Siamese subjects. The Siamese Government agree to take the necessary legislative measures to give effect to the foregoing declaration and in particular—

- (a) To repeal and declare null and void, *ab initio*, all legislative and administrative measures relating to the purported annexation by, or incorporation in, Siam of British territories affected after 7th December, 1941.
- (b) To withdraw as may be required by the competent civil or military authority all Siamese military personnel from all such British territories and all Siamese officials and nationals who entered these territories after their purported annexation by, or incorporation in, Siam.
- (c) To restore all property taken away from these territories, including currency, except to the extent to which it can be established that fair value has been given in exchange.
- (d) To compensate loss or damage to property, rights and interests in these territories arising out of the occupation of these territories by Siam.
- (e) To redeem in sterling out of former sterling reserves current Siamese notes collected by the British authorities in British territory occupied by Siam since 7th December, 1941.

ARTICLE 3

The Siamese Government agree to assume responsibility for safeguarding, maintaining and restoring unimpaired, British property, rights and interests of all kinds in Siam and for payment of compensation for losses or damage sustained. The term "property, rights and interests" shall include, *inter alia*, the official property of the Government of the United Kingdom and of the Government of India, property whose ownership has been transferred since the outbreak of war, pensions granted to British nationals, stocks of tin, teak and other commodities, shipping and wharves, and tin, teak and other leases and concessions granted to British firms and individuals prior to 7th December, 1941, and still valid at that date.

ARTICLE 4

The Siamese Government agree to desecurate British banking and commercial concerns and permit them to resume business.

ARTICLE 5

The Siamese Government agree to accept liability, with the addition of interest, at an appropriate percentage, in respect of payments in arrears, for the service of loans and for payment of pensions in full since the date when regular payments ceased.

*Security*

ARTICLE 6

The Siamese Government recognise that the course of events in the war with Japan demonstrates the importance of Siam to the defence of Malaya, Burma, India and Indo-China and the security of the Indian Ocean and South-West Pacific areas and the Siamese Government agree to collaborate

fully in all international security arrangements approved by the United Nations Organisation or its Security Council which may be pertinent to Siam and especially such international security arrangements as may relate to those countries or areas.

#### ARTICLE 7

The Siamese Government undertake that no canal linking the Indian Ocean and the Gulf of Siam shall be cut across Siamese territory without the prior concurrence of the Government of the United Kingdom.

#### *Commercial and Economic Collaboration*

#### ARTICLE 8

The Siamese Government agree to take all possible measures to re-establish import and export trade between Siam on the one hand and neighbouring British territories on the other, and to adopt and maintain a good-neighbourly policy in regard to coastal shipping.

#### ARTICLE 9

The Siamese Government undertake to negotiate with the Government of the United Kingdom as soon as practicable a new Treaty of Establishment, Commerce and Navigation and a Consular Convention based on the reciprocal application of the principles in article 11 below.

#### ARTICLE 10

The Siamese Government undertake to negotiate with the Government of India as soon as practicable a new Treaty of Commerce and Navigation based on the reciprocal application of the principles in the following article.

#### ARTICLE 11

(1) Pending the conclusion of the treaties and convention referred to in articles 9 and 10 above and subject to paragraph (2) of this article, the Siamese Government undertake to observe the provisions of the Treaty of Commerce and Navigation signed at Bangkok on 23rd November, 1937,<sup>(1)</sup> and further undertake, except where the treaty specifically authorises such action, not to enforce any measures excluding British commercial or industrial interests or British professional men on grounds of nationality from participation in Siamese economy and trade, or any measures requiring them to maintain stocks or reserves in excess of normal commercial, shipping, industrial or business practice.

(2) The above-mentioned undertakings of the Siamese Government (a) shall be subject to such exceptions, if any, as may at any time be agreed to between the Government of the United Kingdom or the Government of India, as the case may be, and the Siamese Government; (b) shall, unless prolonged by agreement, lapse if the treaties and conventions referred to in articles 9 and 10 have not been concluded within a period of three years from the coming into force of this agreement.

(3) Nothing in this article shall be deemed to preclude the grant of equally favourable treatment to nationals and enterprises of any or all other United Nations.

(1) "Treaty Series No. 33 (1938)," Cmd. 5731.

ARTICLE 12

The Siamese Government undertake to participate in any general international arrangement regarding tin or rubber which conforms with such principles regarding commodity arrangements as may be agreed by the United Nations Organisation or its Economic and Social Council.

ARTICLE 13

Until a date or dates not later than 1st September, 1947, the Siamese Government undertake to prohibit, except in accordance with the recommendations of the Combined Boards in Washington, or any successor body, and in the case of rice, under the direction of a special organisation to be set up for the purpose, any exports of rice, tin, rubber and teak and to regulate trade in and stimulate production of these commodities.

ARTICLE 14

The Siamese Government undertake to make available free of cost at Bangkok to an organisation to be indicated by the Government of the United Kingdom, and as quickly as may be compatible with the retention of supplies adequate for Siamese internal needs, a quantity of rice equal to the accumulated surplus of rice at present existing in Siam, subject to a maximum of 1½ million tons, or, if so agreed, the equivalent quantity of paddy or loonzain. It is agreed that the exact amount of rice to be made available under this article shall be determined by the organisation above mentioned and that the rice, paddy or loonzain delivered under this article shall conform to the agreed standards of quality to be determined by the same authorities.

ARTICLE 15

Until a date not later than 1st September, 1947, the Siamese Government agree to make available to the rice organisation mentioned in article 13 and article 14 all rice surplus to the internal needs of Siam. Such rice, with the exception of rice delivered free in accordance with the undertaking given in article 14, will be supplied in such manner as the special organisation mentioned in article 13 and article 14 shall indicate, and at prices fixed in agreement with it, having regard to the controlled prices of rice in other Asiatic rice-exporting areas.

*Civil Aviation*

ARTICLE 16

The Siamese Government shall accord to the civil air services of the British Commonwealth of Nations, by means of agreements to be negotiated with the Governments of members of the British Commonwealth of Nations, treatment in regard to establishment, maintenance and operation of regular air services not less favourable than that accorded to Imperial Airways by the notes exchanged at Bangkok on 3rd December, 1937.<sup>(2)</sup>

*War Graves*

ARTICLE 17

The Siamese Government undertake to enter into an agreement with the Government of the United Kingdom and the Government of India for the

<sup>(2)</sup> "Treaty Series No. 11 (1938)," Cmd. 5651.

mutual upkeep of war graves, with a view to the permanent establishment and future care of British and Indian war graves and of Siamese war graves in their respective territories.

#### *Miscellaneous*

#### ARTICLE 18

The Siamese Government agree to regard as in force such bilateral treaties between the United Kingdom and Siam and India and Siam as may respectively be specified by the Government of the United Kingdom and the Government of India, subject to any modifications the Government of the United Kingdom or the Government of India may indicate, and to regard as abrogated any such treaties not so specified.

#### ARTICLE 19

The Siamese Government agree to regard as being in force between the United Kingdom and Siam and between India and Siam all multilateral treaties, conventions or agreements concluded prior to 7th December, 1941: (a) to which Siam and the United Kingdom or India, as the case may be, were then and still are parties; (b) to which the United Kingdom or India, as the case may be, was then and still is a party, but to which Siam has not become a party, and which shall be notified to the Siamese Government by the Government of the United Kingdom or the Government of India. On the receipt of such notification the Siamese Government shall immediately take the necessary steps, in accordance with the provisions of any such treaty, convention or agreement to which Siam is not a contracting party, to accede thereto, or, if accession is not possible, shall give effect to the provisions thereof in respect of the United Kingdom or India, as the case may be, by such legislative or administrative means as may be appropriate. The Siamese Government agree also to accept any modifications thereto which may have come into effect in accordance with the terms of such instruments since that date.

#### ARTICLE 20

Pending admission to any international organisation set up since 7th December, 1941, being an organisation of which the United Kingdom or India is a member, the Siamese Government agree to carry out any obligations arising out of, or in connexion with, any such organisation or the instruments constituting it, as may at any time be specified by the Government of the United Kingdom or the Government of India, as the case may be.

#### ARTICLE 21

In consideration of the above undertakings made by the Siamese Government, the Government of the United Kingdom and the Government of India agree to regard the state of war as terminated and to proceed at once to the resumption of friendly relations with Siam and to exchange diplomatic representatives.

#### ARTICLE 22

The Government of the United Kingdom and the Government of India also undertake to support Siam's candidature for membership of the United Nations.

Definitions and Date of Entry into Force of Agreement

ARTICLE 23

It is agreed by the contracting parties that the term "British" in this agreement—

- (1) when applied to physical persons shall mean all subjects of His Majesty The King of Great Britain, Ireland and the British Dominions beyond the seas, Emperor of India, and all persons under His Majesty's protection ;
- (2) when applied to territory shall mean any territory under His Majesty's sovereignty, suzerainty, protection or mandate, as the case may be ;
- (3) when applied to legal persons, shall mean all legal persons deriving their status as such from the law in force in any such territory ; and
- (4) when applied to property, rights or interests shall mean the property, rights or interests of persons specified under (1) or (3) above, as the case may be.

ARTICLE 24

This agreement shall enter into force as from to-day's date.

In witness whereof the undersigned have signed the present agreement and have fixed thereto their seals.

Done in triplicate at Singapore this first day of January, in the nineteen hundred and forty-sixth year of the Christian Era, corresponding to the two thousand four hundred and eighty-ninth year of the Buddhist Era, in the English language.

Great Britain and Northern Ireland :

(L.S.) M. E. DENING.

India :

(L.S.) M. S. ANEY.

(This signature is appended in agreement with His Majesty's representative for the exercise of the functions of the Crown in its relations with Indian States.)

Siam :

(L.S.) VIWAT.

(L.S.) PHYA ABHAI SONGGRAM,

*Lieut.-General.*

(L.S.) S. VINICCHAYAKUL.

(6)

*The Siamese Minister for Foreign Affairs to His Majesty's Minister at Bangkok*

*Ministry of Foreign Affairs,  
Saranrom Palace,*

M. le Ministre,

11th July, 1946.

I have the honour to acknowledge your note of to-day's date in which you refer to the proposal made by the Siamese delegation for the appointment by the contracting parties of a Joint Committee whose function would be the

adjudication of claims made on behalf of British persons and interests under the United Kingdom and India-Siam Agreement signed on 1st January, 1946.

I note your statement that, while the exact procedure for the presentation of claims by British persons and interests under Article II and Article III is still under consideration by the Government of the United Kingdom and the Government of India, your Governments agree in principle that an essential part of the machinery which will be required for the purpose in view will be a Joint Committee on which Siamese interests will be adequately represented.

I avail, &c.  
(Sd.) DIRECK JAYANAMA,  
*Minister for Foreign Affairs.*

(7)

*His Majesty's Minister at Bangkok to the Siamese Minister for  
Foreign Affairs*

*British Legation,*

Your Excellency,

*Bangkok, 11th July, 1946.*

In the course of the negotiations preliminary to the conclusion of the United Kingdom and India-Siam Agreement signed on 1st January, 1946, a proposal was made by the Siamese delegation for the appointment by the contracting parties of a Joint Committee consisting of an equal number of British and Siamese members whose function would be the adjudication of claims made on behalf of British persons and interests. In reply I have the honour to state that while the exact procedure for the presentation of claims by British persons and interests under Article II and Article III of the Agreement is still under consideration by the Government of the United Kingdom and the Government of India, the two Governments agree in principle that an essential part of the machinery which will be required for the purpose in view will be a Joint Committee on which Siamese interests will be adequately represented.

I avail, &c.  
(Sd.) G. H. THOMPSON.

(8)

## MEMORANDUM

### EXCHANGE OF NOTES ON ALLIED CLAIMS

The British Government are of the view that, as South-East Asia Command has ceased to exist as an Allied Command, the original proposal for an exchange of notes containing some assurance by the Siamese Government that claims of Allied nationals shall be treated in a similar way to those of British nationals, no longer meets the case. It is suggested, instead, that the text of the note should be converted into a memorandum to be issued unilaterally by the Siamese Government, and to be given due publicity in the *Siamese Government Gazette*.

The suggested text of this memorandum would be as follows:—

“The Siamese Government accepts responsibility for safeguarding and maintaining the property, rights and interests of all kinds in Siam of countries between which and Siam there was a state of war on or after 7th December, 1941, and of their nationals, with a view to their eventual

81

restitution or to payment of appropriate compensation for loss or damage on terms to be negotiated between the Siamese Government and each of the Governments concerned."

It is believed that the words underlined in the above draft remove objections made to previous formulæ.

3. The British Government wishes to make it quite clear that it attaches great importance to this matter, settlement of which was agreed in principle many months ago.

(Initialled) R. W.

*British Legation, Bangkok.*  
15th July, 1946.

(9)

*His Majesty's Minister at Bangkok to the Siamese Minister for Foreign Affairs*

*British Legation,*

Your Excellency,

*Bangkok, 6th January, 1947.*

On behalf of His Majesty's Government in the United Kingdom I have the honour to submit herewith the text of a Memorandum of Understanding designed, as indicated in its first paragraph, to provide means for the early settlement of certain claims by British subjects against the Government of Siam.

2. I should be grateful if your Excellency would be so good as to inform me, as well as the Consular representatives of Australia and India who are addressing you direct,\* that the text of the enclosed Memorandum is acceptable to the Siamese Government.

I avail, &c.

(Sd.) G. H. THOMPSON.

Enclosure

*Memorandum and Understanding*

*(British Commonwealth-Siamese Claims Committee)*

1. A British Commonwealth-Siamese Claims Committee shall be set up at Bangkok to carry out the relevant provisions of the formal agreement made by Siam with Great Britain and India on 1st January, 1946, and the final peace agreement with Australia on 3rd April, 1946. Its composition, function and procedure are set forth in paragraphs 2, 3, 4 and 5 below. There shall fall within the province of this Committee all claims which British nationals are entitled to make by virtue of the Provisions of the Agreements of 1st January, 1946, and 3rd April, 1946, in respect of loss or damage to British property, rights and interests or personal prejudice arising out of the war. References in the subsequent paragraphs of this agreement to British property, rights and interests or to personal prejudice suffered by British nationals shall be construed in conformity with the foregoing.

2. *Composition.*—The Committee shall consist of three members representing respectively United Kingdom, Australia and India, and three members representing Siam. The Chairman shall be one of the British Commonwealth members and shall have a casting vote in addition to his member vote. The United Kingdom member may be assisted by an assessor appointed by the

\* Not printed.

Government of any other British territory not directly represented on the Committee when the claimant belongs to such territory.

3. *Functions.*—(a) The Committee shall have the function of (1) formulating the detailed principles required to give effect to the broad policy agreed between the British Commonwealth Governments and the Siamese Government (see below) as a basis for the payment of compensation by the latter Government, the Siamese Government undertaking to apply those principles in settling the claims; and (2) operating in effect as a final Court of Appeal for claims either not settled within the appropriate prescribed period or otherwise in dispute.

(b) The Committee shall not be bound by strict legal rules of evidence and procedure, but shall be free to aim at equitable and rapid settlement and to establish its own rules to that end.

(c) The Committee shall not be called upon to examine claims in which a final settlement has been reached and agreed by direct negotiation between the Siamese Government and the claimant party or the appropriate British Commonwealth Government.

(d) The Siamese Government shall recognise as binding the decisions taken by the Committee and shall undertake to give effect to them.

4. *Procedure.*—The procedure for submitting claims whether governmental or private under Article 2 (d) of the British-Siamese Agreement of 1st January shall be that claims shall first of all be collected and verified by the Governments of Burma and Malaya whose representatives will be given any facilities in Siam necessary for the identification of property removed from Burma and Malaya respectively. The Governments of Burma and Malaya shall present such claims through His Majesty's Legation to the Siamese Government who will be required to dispose of them expeditiously. These Governments shall have the right to appeal to the Committee through His Majesty's Minister, Bangkok, in the case of claims not settled within the periods as laid down for the settlement of claims under paragraph 5 (h) below.

5. The procedure for submitting other claims to the Siamese Government shall be as follows (in the case of Australian or Indian claims, substitute "Australian or Indian Consular Representative" for "British Legation" as appropriate):—

(a) The Siamese Government in agreement with the other signatories shall issue standard forms for the submission of claims in line with the principles agreed between the member Governments. Supporting documents shall not be submitted in original but officially certified true copies shall be furnished and shall be accepted by the Siamese Government as valid in place of original documents. Both claims and supporting documents shall be prepared in quadruplicate. The forms shall be in English and documents in English shall be accepted without translation; the proceedings of the Committee shall be conducted in the English language. Claims in respect of property shall be filed with the Siamese Government within eighteen months and those in respect of personal prejudice within twelve months of the public announcement inviting the submission of claims, but in very special cases fully justified by facts the Committee may decide to direct receipt and consideration of claims after the expiration of the times specified.

(b) Claims formulated in the United Kingdom shall, if in respect of property, be sent to the Board of Trade, London (Trading with the Enemy Department), and if in respect of personal prejudice to the Foreign Office, London; after screening three copies shall be passed to the British Legation at Bangkok.

- (c) Claims formulated in other parts of the Commonwealth shall be sent to the Governments concerned and after screening shall be similarly passed to the British Legation, Bangkok.
- (d) Claims formulated in Siam shall be sent to and screened at the British Legation, Bangkok.
- (e) The British Legation, Bangkok, shall then send one copy each of all screened claims to the competent department of the Siamese Government for action and to the Claims Committee for information; if the claim was originally formulated in Siam, copy shall be sent by the British Legation to the Government of the territory to which the claimant belonged; the last copy shall be retained at the Legation. (NOTE: The acceptance of a claim by a Government or the Legation for transmission to the Siamese Government shall not commit either of the two Governments or the Committee in any way. Screening shall amount to no more than the elimination of any claims which are clearly outside the obligations undertaken by the Siamese Government and to advising claimants if necessary on the procedure to be followed when formulating their claims.)
- (f) The Siamese authorities shall acknowledge receipt of the claims to the British Legation with copy to the Committee.
- (g) The Siamese Government shall in due course send a notification of each claim settled with particulars of settlement to the Legation (with duplicate for transmission to the Government concerned) and to the Committee.
- (h) Any claim rejected in whole or in part by the Siamese Government or any claim which the Siamese Government desires to refer to the Committee, shall be submitted forthwith to the Committee for adjudication. Should any claim remain unsettled in the case of property at the end of six months after presentation to the Siamese Government and in the case of personal prejudice at the end of three months, the Committee shall, in the absence of a request to the contrary from the claimant, proceed to adjudicate on the claim.

6. *Property, Rights and Interests.*—The prime object of the Governments of the British Commonwealth is to secure the restoration of British property, rights and interests in every case in which this can be reasonably achieved, but the owner may elect, subject to the consent of the Committee, to accept restoration of compensation in lieu. The following considerations govern such restoration:—

- (a) The expression “property” includes all movable and immovable property, together with any rents (which includes rents for premises in Siam not enjoyed) profits actually earned or accrued, interest, dividends, royalties, or, income of a like nature arising therefrom, and includes any estate or interest in such property, any negotiable instrument, security, debt or other chose in action and any other right or interest whether in possession or not, and industrial, literary and artistic property rights. The expression “rights and interests” includes the right to require compensation in respect of the cost of repatriation of persons forcibly removed from Burma or Malaya to Siam.
- (b) The property to be restored is that existing in Siam on 8th December, 1941, or arising therein after that date, or existing in British territory which Siam occupied or purported to acquire on the date of that occupation or purported acquisition, or arising therein during the period of occupation or purported acquisition.
- (c) The obligations undertaken by the Siamese Government for safeguarding, maintaining and restoring unimpaired the property in question

shall remain fully operative until restoration is accepted by the owner or his legal representative or declined by him in acknowledgment of the receipt of adequate compensation in lieu, so long as, in the opinion of the Committee, there is no undue or unreasonable delay in accepting or declining restoration.

- (d) The Siamese Government shall restore British property as it stands at the request of the owner and within one month of his request in the case of movable property and three months in the case of immovable property. Movable property shall be restored to the owner at the place from which it was removed or at any other place within reason designated by the owner.
- (e) The restoration of the property to the owner shall be at the cost of the Siamese Government and shall be made free of any encumbrances which have attached to the property while it has been out of the owner's control and shall be without prejudice to any claim or claims the owner may present for compensation in respect of damage to the property, or loss sustained by him through having been deprived of its possession. No liens or charges or expenses incurred in connexion with or charged against the property at the date of its restoration to the owner shall be enforceable unless the advances or expenses to which they relate have been agreed to by the respective Governments or by or on behalf of the owner. The British owner of property which has been expropriated, sold or transferred shall be entitled, on his demand, to secure the cancellation of the instrument under which the property was so dealt with. Where British property has been leased without the consent of the owner the lease may, at the owner's option, be terminated at the date of restoration or be permitted to continue in force under the terms of the lease. As regards bank accounts and other credits, "restoration" means restoration in the same type of account and in the same currency as existed when the account was removed from the control of the owner.
- (f) At the date of restoration of the property the Siamese Government shall furnish at its own expense a complete inventory of the extent and condition of the property restored, and an authorised representative of that Government shall, together with the owner or his representative, certify the correctness of the inventory.
- (g) Any partnership, association or incorporation in which there is a British majority holding (i.e., 50 per cent. or more) or controlling interest irrespective of the country in which incorporation took place and of whether the holding is direct or indirect, shall be deemed to be a British property, as shall be any property which under any special régime deriving from Siamese war-time legislation was regarded or treated as British.
- (h) The term "restoration of British property" is accepted by the Siamese Government as including the securing of the annulment of all periods of prescription and limitations of right of action operative since 7th December, 1941, in respect of property rights and interests acquired before, on or after that date, and as including the restoration in good order to its owners of all property within the jurisdiction of the Siamese Government which has been subjected to an act of dispossession.
- (i) Neither before nor after restoration to the owner shall British property be subject to any impost, taxation or levy, fee or charges imposed for the purpose of meeting losses or claims in respect of war damage or the cost and charges falling on the Siamese Government under the Agreements of 1st January, and 3rd April, 1946, and any monies which have been so paid in respect of such property shall be refunded.

7. The settlement of claims for compensation shall be governed by the following considerations:—

- (a) Within the broad headings of claims in respect of property and claims in respect of personal prejudice (see paragraph 8 below), the scope of the compensation payable by the Siamese Government shall include compensation for loss or damage resulting from negligence, improper acts or omissions of sequestrators, administrators, managers or persons acting under the authority of the Siamese Government or appointed by or responsible to it, and shall include damage suffered by British property or nationals as a result of Siamese judicial decisions made after 7th December, 1941.
- (b) The value of British property of whatever kind shall be accepted for the purposes of calculating the compensation due to be paid in respect of it, as the sterling value of that property, if in Siam, as at 8th December, 1941, or at the date of its arising therein, if later, or, if in territory which Siam occupied or purported to acquire, as at the date of that occupation or purported acquisition or at the date, if later, on which the property arose therein.

The compensation to be paid shall be the sum required, at the date of payment of the compensation, to restore that value in its entirety or to purchase similar property in Siam, without any cost whatever to the owner.

Compensation for claims under Article 2 (d) shall be payable in sterling; that for other claims in sterling or local currency, as shall be necessary to secure the full restoration of the value of the property or the purchase of similar property in Siam; claimants now permanently resident outside Siam may demand payment in sterling of compensation in respect of loss or damage to their personal property.

- (c) The British Commonwealth Governments reserve their rights to look to the Siamese Government for the settlement of such claims as may properly be made by British owners in respect of loss or damage suffered by their property during the Siamese occupation of territories which were on 8th May, 1941, under the sovereignty of France.

8. *Personal Prejudice.*—Acting in accordance with paragraph 3 (a) above the Committee shall define the classes of claim in respect of personal prejudice which shall be admitted, the tests to be applied to individual claims and, as far as may be practicable in advance, indicate the rates at which compensation in certain classes of prejudice of frequent occurrence shall be awarded. The following among others are considered *prima facie* valid grounds for claims:—

- (i)—(a) Unlawful arrest and detention before 25th January, 1942, detention or internment after that date and loss of salary or income resulting from such arrest, detention or internment.
- (b) Ill-treatment during detention or internment before or after the outbreak of war; ill-treatment may be defined as acts of omission or commission contravening the principles laid down by the Geneva and The Hague Conventions with regard to Prisoners of War, and which directly or indirectly involve unnecessary suffering to the individual or result in disfigurement.
- (c) Injury to health which may be defined as physical disability or mental impairment resulting from detention, internment, the acts of the Siamese or their Allies whereby the sufferer's ability after release to earn his living or enjoy the normal amenities of life is impaired.

- (d) Bereavement resulting from causes covered by (a), (b) and (c) immediately above. Compensation shall be assessed either on the flat rate established by the Committee for all cases, or based on the pecuniary benefit which dependents might reasonably have expected to enjoy had the deceased remained alive, such compensation to be paid in a lump sum and not as pension or annuity.
- (e) Prejudice suffered from inability to meet fixed charges and periodical payments (a) arising in Siam, (b) arising elsewhere.
- (ii) Compensation awarded under the head of personal prejudice shall be payable in sterling or local currency at the claimant's option, provided that in the case of individuals who have retained continuous residence in Siam for at least ten years immediately preceding the filing of the claim, the Committee's consent must be obtained for payment in sterling. Where the validity of certain parts of the claim is contested payment for the uncontested parts shall not be delayed.

9. Income tax shall not be charged on any sums paid as compensation in respect of loss of or damage to property or in respect of personal prejudice. When accumulated arrears on account of any income are paid, income tax shall be deducted only by reference to the individual amounts as they would have fallen due in each year and not by reference to the total sum in the year in which that sum is actually paid or charged to tax. The tax in respect of any one year shall not be assessed except in accordance with the laws and regulations and rates in force on 7th December, 1941.

10. *Establishment.*—The salaries of the members of the British Commonwealth-Siamese Claims Committee shall be paid by their respective Governments. Salaries of locally engaged staff and office expenditure shall be borne by the Siamese Government.

11. The word "British" used in the above paragraphs shall have the meanings set forth in Article 23 of the Agreement between the Governments of Great Britain and India on the one hand and the Siamese Government on the other dated 1st January, 1946, for the Termination of the State of War, except as provided in 6 (g) above.

(10)

*The Siamese Minister for Foreign Affairs to His Majesty's  
Minister at Bangkok*

*Ministry of Foreign Affairs,  
Saranrom Palace,*

M. le Ministre,

6th January, 1947.

I have the honour to acknowledge the receipt of your Excellency's Note of to-day's date with which you submit the text of a Memorandum of Understanding designed, as indicated in its first paragraph, to provide means for the early settlement of certain claims by British subjects against the Government of Siam, at the same time enquiring whether the text of the Memorandum in question is acceptable to His Majesty's Government.

In reply, I have the honour to inform your Excellency that the above-mentioned text of a Memorandum of Understanding is acceptable to His Majesty's Government, and that I have, at the same time, addressed similar information to the Acting Consul-General for Australia and the Consul for India\* who have separately approached me on the subject.

I avail, &c.

(Sd.)

DIRECK JAYANĀMA,  
*Minister for Foreign Affairs.*

\* Not printed

(11)

*The Siamese Minister for Foreign Affairs to His Majesty's  
Ambassador at Bangkok*

*Ministry for Foreign Affairs,  
Saranrom Palace,*

M. l'Ambassadeur, 8th May, 1947.

I have the honour to inform your Excellency that, normal relations having been restored, the Siamese Government has desequestrated Allied banking and commercial concerns and permitted them to resume business.

Furthermore, in view of the policy of the Siamese Government to give every possible co-operation and assistance to the Allies, I have the honour to inform you that the Siamese Government:

- I. Will continue to hold all Japanese and other enemy property at the disposal of the Allies after the deduction of reasonable expenses properly vouched for incurred in control and management of such property to be accounted for under agreed arrangements:
- II. Has agreed to—
  - (a) the apprehension and trial of persons accused of war crimes or notable for affording active assistance to Japan;
  - (b) the handing over to the Allied Military authorities of all alleged renegades of Allied nationality.

I avail, &c.  
(Sd.) T. THAMRONG NAWASAWAT,  
*Minister for Foreign Affairs.*

(12)

*His Majesty's Minister at Bangkok to the Siamese Minister for  
Foreign Affairs*

*British Embassy,  
Bangkok, 8th May, 1947.*

Excellency,  
I have the honour to acknowledge receipt of your Excellency's Note of to-day's date informing me that, normal relations having been restored, the Siamese Government has desequestrated Allied banking and commercial concerns and permitted them to resume business.

2. I note further that, in view of their policy to give every possible co-operation and assistance to the Allies, the Siamese Government—

- I. Will continue to hold all Japanese and other enemy property at the disposal of the Allies after the deduction of reasonable expenses properly vouched for incurred in control and management of such property to be accounted for under agreed arrangements:
- II. Has agreed to—
  - (a) the apprehension and trial of persons accused of war crimes or notable for affording active assistance to Japan;
  - (b) the handing over to the Allied Military authorities of all alleged renegades of Allied nationality.

I avail, &c.  
(Sd.) G. H. THOMPSON.

*Aide-Mémoire*

His Britannic Majesty's Embassy at Bangkok presents its compliments to the Royal Siamese Ministry for Foreign Affairs and has the honour to communicate the following information with respect to the provision by the Siamese Government free of cost of Siamese currency which may be required by the Allied Military authorities.

2. It is suggested that the memorandum on this subject to be issued by His Excellency the Prime Minister of Siam should be in the terms of the draft enclosed herein. His Majesty's Government, in taking into account the use of such currency, is willing to concede that the baht receipts from the Field Post Office, Navy, Army and Air Force Institute, &c., attached to the British troops in Siam should be used in mitigation of the liability of the Siamese Government to provide free currency, and wishes it to be understood that settlement will, of course, be made in respect of free currency which may have been used for non-military purposes. This settlement shall be made by means of credits paid to the Siamese Government in pounds sterling, the conversion rate being the Allied Military rate for baht at the time of drawing.

3. His Britannic Majesty's Embassy has the honour to state that the requirements of Siamese currency for the purpose in question, are expected not to exceed 80 million baht, inclusive of amounts already made available.

4. In respect of receipts and non-military expenditure, as described in paragraph 2 above, credits due to the Siamese Government up to 31st January, 1947, amounted approximately to 13 million baht. Of these credits His Majesty's Government has already made payment in sterling in London to the amount of £154,483 6s. 8d. and the actual amount of the balance of such credits shall be paid to the Siamese Government in pounds sterling in due course, the conversion rate being the Allied Military rate for baht at the time of drawing.

*British Embassy, Bangkok,  
8th May, 1947.*

## Enclosure

*Draft Memorandum by His Excellency the Prime Minister*

In view of their co-operation in the task of the Allied Military authorities in disarming and interning the Japanese forces in Siam, the Siamese Government undertake to provide free of cost Siamese currency that may be required by the Allied Military authorities in the pursuance of their task.

*The Siamese Ministry for Foreign Affairs to His Majesty's  
Embassy at Bangkok*

The Ministry for Foreign Affairs presents its compliments to His Britannic Majesty's Embassy at Bangkok and, in compliance with the suggestion contained in the Embassy aide-mémoire of to-day with respect to the

89

provision by the Siamese Government free of cost of Siamese currency to the Allied Military authorities, has the honour to communicate to the Embassy the Memorandum of the Office of the Presidency of the Council of Ministers herewith attached.

8th May, 1947.

Enclosure

*Memorandum*

In view of their co-operation in the task of the Allied Military authorities in disarming and interning the Japanese forces in Siam, the Siamese Government undertake to provide free of cost Siamese currency that may be required by the Allied Military authorities in the pursuance of their task.

*Office of the Presidency of the Council of Ministers,  
8th May, 1947.*

---

(15)

*The Siamese Minister for Foreign Affairs to His Majesty's  
Ambassador at Bangkok*

*Ministry for Foreign Affairs,  
Saranrom Palace,*

M. l'Ambassadeur,

8th May, 1947.

With reference to your Excellency's memorandum dated 15th July, 1946, concerning claims of the countries between which and Siam there was a state of war on or after 7th December, 1941, and their nationals, and to subsequent conversations between officials of your Embassy and this Ministry on the same subject, I have the honour to inform your Excellency that His Majesty's Government will make a statement in Parliament in the terms of the draft herewith attached when the formal agreement for the termination of the state of war between Siam and Great Britain and India, signed at Singapore on 1st January, 1946, is submitted to the coming session of the National Assembly.

I avail, &c.

(Sd.) T. THRAMRONG-NAWASAWAT,  
*Minister for Foreign Affairs.*

Enclosure

*Draft of Statement to be made in Siamese Parliament*

In connexion with the fulfilment of obligations undertaken in agreement with the Allies, the Siamese Government accepts responsibility for safeguarding and maintaining the property, rights and interests of all kinds in Siam of countries between which and Siam there was a state of war on or after 7th December, 1941, and of their nationals, with a view to their eventual restitution or to payment of appropriate compensation for loss or damage on terms to be negotiated between the Siamese Government and each of the Governments concerned.

*His Majesty's Ambassador at Bangkok to the Siamese Prime Minister  
and Minister for Foreign Affairs*

*British Embassy,*

Your Excellency,

*Bangkok, 8th May, 1947.*

With reference to the Notes which we have exchanged to-day and to your Memoranda concerning the provision of free currency for British troops during their stay in Siam, and concerning the property rights and interests of all kinds in Siam of countries between which and Siam there was a state of war on or after 7th December, 1941, I have the honour to confirm that there are no post-war obligations laid upon Siam by His Majesty's Government in the United Kingdom or by the Government of India other than those contained in the Formal Agreement of 1st January, 1946, terminating the state of war and in the Exchange of Notes and the Memoranda to which reference has been made above.

I avail, &c.  
(Sd.) G. H. THOMPSON.

PRINTED AND PUBLISHED BY HIS MAJESTY'S STATIONERY OFFICE

To be purchased from

York House, Kingsway, LONDON, W.C.2    429 Oxford Street, LONDON, W.1

P.O. Box 569, LONDON, S.E.1

13a Castle Street, EDINBURGH, 2    1 St. Andrew's Crescent, CARDIFF

39 King Street, MANCHESTER, 2    Tower Lane, BRISTOL, 1

2 Edmund Street, BIRMINGHAM, 3    80 Chichester Street, BELFAST

or from any Bookseller

1951

Price 9d. net

PRINTED IN GREAT BRITAIN