

N° 3474

SUÈDE ET TURQUIE

Echange de notes comportant un accord pour la liquidation des créances résultant des échanges commerciaux entre les deux pays. Ankara, le 19 juin 1934.

SWEDEN AND TURKEY

Exchange of Notes constituting an Agreement for the Liquidation of Claims resulting from Commercial Exchanges between the Two Countries. Ankara, June 19th, 1934.

¹ TRADUCTION. — TRANSLATION.

No. 3474. — EXCHANGE OF NOTES² BETWEEN THE SWEDISH AND TURKISH GOVERNMENTS CONSTITUTING AN AGREEMENT FOR THE LIQUIDATION OF CLAIMS RESULTING FROM COMMERCIAL EXCHANGES BETWEEN THE TWO COUNTRIES. ANKARA, JUNE 19TH, 1934.

French official text communicated by the Swedish Minister for Foreign Affairs. The registration of this Exchange of Notes took place August 17th, 1934.

I.

SWEDISH LEGATION.

ANKARA, June 19th, 1934.

YOUR EXCELLENCY,

I have the honour to inform you, on my Government's instructions, that the Royal Swedish Government agrees with the Government of the Turkish Republic to submit claims arising out of commercial exchanges between the two countries to the following regime :

Article 1. — Payments resulting from exchanges of goods between Sweden and Turkey shall be made in accordance with the rules and procedure stipulated in the following Articles :

Article 2. — Any commercial claim arising out of purchases of goods of Turkish origin and provenance to be imported into Sweden shall be settled by the payment of the sum due to the " Sveriges Riksbank ", acting as cashier of the " Svenska Clearingkontoret ".

The " Clearingkontoret " shall credit the sums received to a non-interest-bearing pooled account in French francs, which it shall open in the name of the Central Bank of the Turkish Republic.

Article 3. — Any commercial claim arising out of purchases of Swedish goods to be imported into Turkey shall be settled by the payment of the sum due to the Central Bank of the Turkish Republic.

The Central Bank of the Turkish Republic shall credit the sums received to a non-interest-bearing pooled account in French francs, which it shall open in the name of the " Svenska Clearingkontoret ".

Article 4. — Should any transaction not be expressed in French francs, the sums due shall be paid after conversion of the currency in question into the above-mentioned currency at the last rate quoted on the Paris Bourse before the day of payment.

The parity of the French franc in relation to the Swedish crown shall be fixed according to the rate quoted by the banks at Stockholm on the date of payment, and the parity of the French franc in relation to the Turkish pound according to the official rate of the Central Bank of the Turkish Republic.

Article 5. — The Central Bank of the Turkish Republic and the " Svenska Clearingkontoret " shall notify each other of the payments made to them. Each notice

¹ Traduit par le Secrétariat de la Société des Nations, à titre d'information.

¹ Translated by the Secretariat of the League of Nations, for information.

² Came into force July 1st, 1934.

of receipt shall give the particulars regarding date and origin necessary to permit of payment to the seller concerned.

Payments to those entitled thereto shall be made, in the case of Swedish exporters, by the "Clearingkontoret", and in the case of Turkish exporters by the Central Bank of the Turkish Republic. They shall be made in the chronological order of the payments referred to in the previous paragraph and within the limits of the funds available in the above-mentioned pooled accounts.

Article 6. — Each Government shall take the necessary steps to oblige importers to employ the compensation system provided for in the present Agreement.

Article 7. — Out of the amounts paid to the "Sveriges Riksbank", the "Clearingkontoret" shall automatically keep 40 % in a special French franc account at the free disposal of the Central Bank of the Turkish Republic.

The 40 % placed at the free disposal of the Central Bank of the Turkish Republic must nevertheless reach a minimum amount of £T.300,000 per half-year according to the estimates of the Parties. Should this sum not be reached, Sweden shall consider means to make good the deficit.

Nevertheless, if the present Agreement is extended for six months, in pursuance of Article 9 below, this operation shall not be effected until the end of the second half-year on the basis of £T.600,000.

Article 8. — If in business relations between two contracting parties, one of which is established in Sweden and the other in Turkey, an opportunity should occur for direct compensation of debts arising out of purchases and sales of goods between the two countries, the Central Bank of the Turkish Republic and the "Svenska Clearingkontoret" shall be empowered to authorise such compensation.

Article 9. — The present Agreement shall enter into force on July 1st, 1934, and shall be valid for six months. It may be prolonged by tacit consent for further periods of six months, unless 30 days' notice is given to the contrary before the expiration of the current period.

On the conclusion of the present Agreement, the importers of one of the two countries, in favour of which a balance remains in the other country, must continue to pay the equivalent of their imports according to the provisions of the present Agreement until all the claims corresponding to this balance have been paid off. Similarly, the value of goods imported on credit while the present Agreement is in force and previous to its expiration shall continue to be paid to the clearing account.

I have the honour to be, etc.

His Excellency
Tevfik Rüstü Bey,
Minister for Foreign Affairs, etc., etc.,
Local.

(Signed) E. C. BOHEMAN.

II.

TÜRKİYE GÜMHURİYETİ

HARİCİYE VEKÂLETİ.

*Turkish Republic.**Ministry of Foreign Affairs.*ANKARA, *June 19th, 1934.*

MONSIEUR LE MINISTRE,

I have the honour to inform you that the Government of the Republic agrees with the Royal Swedish Government to submit claims arising out of commercial exchanges between the two countries to the following regime :

Article 1. — Payments resulting from exchanges of goods between Sweden and Turkey shall be made in accordance with the rules and procedure stipulated in the following Articles :

Article 2. — Any commercial claim arising out of purchases of goods of Turkish origin and provenance to be imported into Sweden shall be settled by the payment of the sum due to the " Sveriges Riksbank ", acting as cashier of the " Svenska Clearingkontoret ".

The " Clearingkontoret " shall credit the sums received to a non-interest-bearing pooled account in French francs, which it shall open in the name of the Central Bank of the Turkish Republic.

Article 3. — Any commercial claim arising out of purchases of Swedish goods to be imported into Turkey shall be settled by the payment of the sum due to the Central Bank of the Turkish Republic.

The Central Bank of the Turkish Republic shall credit the sums received to a non-interest-bearing pooled account in French francs, which it shall open in the name of the " Svenska Clearingkontoret ".

Article 4. — Should any transaction not be expressed in French francs, the sums due shall be paid after conversion of the currency in question into the above-mentioned currency at the last rate quoted on the Paris Bourse before the day of payment.

The parity of the French franc in relation to the Swedish crown shall be fixed according to the rate quoted by the banks at Stockholm on the date of payment, and the parity of the French franc in relation to the Turkish pound according to the official rate of the Central Bank of the Turkish Republic.

Article 5. — The Central Bank of the Turkish Republic and the " Svenska Clearingkontoret " shall notify each other of the payments made to them. Each notice of receipt shall give the particulars regarding date and origin necessary to permit of payment to the seller concerned.

Payments to those entitled thereto shall be made, in the case of Swedish exporters, by the " Clearingkontoret ", and in the case of Turkish exporters by the Central Bank of the Turkish Republic. They shall be made in the chronological order of the payments referred to in the previous paragraph and within the limits of the funds available in the above-mentioned pooled accounts.

Article 6. — Each Government shall take the necessary steps to oblige importers to employ the compensation system provided for in the present Agreement.

Article 7. — Out of the amounts paid to the " Sveriges Riksbank ", the " Clearingkontoret " shall automatically keep 40 % in a special French franc account at the free disposal of the Central Bank of the Turkish Republic.

The 40 % placed at the free disposal of the Central Bank of the Turkish Republic must nevertheless reach a minimum amount of £T.300,000 per half-year according to the

estimates of the Parties. Should this sum not be reached, Sweden shall consider means to make good the deficit.

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Article 8. — If in business relations between two contracting parties, one of which is established in Sweden and the other in Turkey, an opportunity should occur for direct compensation of debts arising out of purchases and sales of goods between the two countries, the Central Bank of the Turkish Republic and the " Svenska Clearingkontoret " shall be empowered to authorise such compensation.

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On the conclusion of the present Agreement, the importers of one of the two countries, in favour of which a balance remains in the other country, must continue to pay the equivalent of their imports according to the provisions of the present Agreement until all the claims corresponding to this balance have been paid off.

Similarly, the value of goods imported on credit while the present Agreement is in force and previous to its expiration shall continue to be paid to the clearing account.

I have the honour to be, etc.

(Signed) W. NUMAN.

His Excellency
Monsieur E. C. Boheman,
Swedish Minister,
Local.