

N° 3966.

SALVADOR ET SUÈDE

Echange de notes comportant un arrangement concernant les relations commerciales entre les deux pays. San-Salvador, le 23 juin 1936.

SALVADOR AND SWEDEN

Exchange of Notes constituting an Agreement regarding Commercial Relations between the Two Countries. San Salvador, June 23rd, 1936.

N° 3966. — ÉCHANGE DE NOTES ENTRE LES GOUVERNEMENTS DU SALVADOR ET DE LA SUÈDE COMPORTANT UN ARRANGEMENT CONCERNANT LES RELATIONS COMMERCIALES ENTRE LES DEUX PAYS. SAN-SALVADOR, LE 23 JUIN 1936.

N° 3966. — CANJE DE NOTAS ENTRE EL GOBIERNO DE EL SALVADOR Y EL GOBIERNO SUECO POR EL QUE SE CONCLUYE UN ACUERDO RELATIVO A LAS RELACIONES COMERCIALES ENTRE LOS DOS PAISES. SAN SALVADOR, 23 DE JUNIO DE 1936.

Textes officiels français et espagnol communiqués par le ministre des Affaires étrangères de Suède. L'enregistrement de cet échange de notes a eu lieu le 4 septembre 1936.

French and Spanish official texts communicated by the Swedish Minister for Foreign Affairs. The registration of this Exchange of Notes took place September 4th, 1936.

I.

LÉGATION DE SUÈDE.

SAN-SALVADOR, le 23 juin 1936.

MONSIEUR LE MINISTRE,

Me référant aux pourparlers engagés entre nous au sujet du règlement des relations commerciales entre la Suède et El Salvador j'ai l'honneur d'informer Votre Excellence que le Gouvernement suédois, à condition de réciprocité et en attendant la conclusion d'un traité de commerce définitif entre la Suède et El Salvador, s'engage vis-à-vis de El Salvador à appliquer les stipulations suivantes.

Les Hautes Parties contractantes conviennent de s'accorder réciproquement le traitement inconditionnel et illimité de la nation la plus favorisée pour tout ce qui concerne les droits de douane et tous droits accessoires, le mode de perception des droits, ainsi que pour les règles, formalités et charges auxquelles les opérations de dédouanement pourraient être soumises.

En conséquence, les produits naturels ou fabriqués, originaires de chacune des Parties contractantes ne seront en aucun cas assujettis, sous les rapports susvisés, à des droits, taxes ou charges autres ou plus élevés ni à des règles et formalités autres ou plus onéreuses que ceux auxquels sont ou seront assujettis les produits de même nature originaires d'un pays tiers quelconque.

De même, les produits naturels ou fabriqués exportés du territoire de chacune des Parties contractantes à destination du territoire de l'autre Partie ne seront en aucun cas assujettis, sous les mêmes rapports, à des droits, taxes ou charges autres ou plus élevés ni à des règles et formalités plus onéreuses que ceux auxquels sont ou seront assujettis les mêmes produits destinés au territoire d'un autre pays quelconque.

Les Parties contractantes conviennent aussi de s'accorder réciproquement le traitement de la nation la plus favorisée en ce qui concerne l'attribution et la répartition des contingents pour les marchandises dont l'importation est ou sera soumise à des restrictions quantitatives ainsi que pour les règles, formalités et charges relatives à l'application de telles restrictions quantitatives. Il est entendu en outre que si l'une des Parties contractantes maintient ou introduit des restrictions au commerce des devises l'autre Partie bénéficiera en cette matière du traitement de la nation la

¹ TRADUCTION. — TRANSLATION.

No. 3966. — EXCHANGE OF NOTES BETWEEN THE GOVERNMENTS OF SALVADOR AND SWEDEN CONSTITUTING AN AGREEMENT REGARDING COMMERCIAL RELATIONS BETWEEN THE TWO COUNTRIES. SAN SALVADOR, JUNE 23RD, 1936.

I.

SWEDISH LEGATION.

SAN SALVADOR, *June 23rd, 1936.*

MONSIEUR LE MINISTRE,

With reference to the negotiations instituted between us in regard to the settlement of commercial relations between Sweden and Salvador, I have the honour to inform you that, on condition of reciprocity and pending the conclusion of a definitive commercial treaty between Sweden and Salvador, the Swedish Government undertakes to apply the following stipulations in its relations with Salvador.

The High Contracting Parties agree to grant each other unconditional and unlimited most-favoured-nation treatment in all that concerns Customs duties and any accessory duties, the method of collection of the duties and the rules, formalities and charges to which Customs clearance operations may be subject.

Consequently, natural or manufactured products originating in the territory of either of the Contracting Parties shall in no case be subject, in the above respects, to any duties, taxes or charges other or higher, or to any rules or formalities other or more onerous, than those to which products of a like nature originating in any third country are or may hereafter be subject.

Similarly, natural or manufactured products exported from the territory of either of the Contracting Parties to the territory of the other Party shall in no case be subject, in the said respects, to any duties, taxes or charges other or higher, or to any rules or formalities more onerous, than those to which the same products consigned to the territory of any other country are or may hereafter be subject.

The Contracting Parties also agree to accord to each other most-favoured-nation treatment in respect of the granting and allocation of quotas for goods, the importation of which is or may hereafter be subject to quantitative restrictions, and in respect of the rules, formalities and charges relating to the application of such quantitative restrictions. It is further understood that, should either of the Contracting Parties maintain or introduce restrictions on foreign exchange transactions, the other Party shall enjoy most-favoured-nation treatment in that matter, the restrictions being applied in such a way as to enable the payment of sums due in respect of the imports of the other Party to be made regularly.

All advantages, favours, privileges and exemptions which have been or may hereafter be accorded by either of the Contracting Parties in the above-mentioned matter to natural or manufactured products originating in or consigned to the territory of any other country shall be applied, immediately and without compensation, to products of a like nature originating in or consigned to the territory of the other Contracting Party.

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.

Favours which are at present accorded or may hereafter be accorded by Sweden to Scandinavian countries and by Salvador to Central American countries and Panama, and those designed to facilitate frontier traffic or resulting from a Customs union which has already been concluded or which may be concluded in the future by either of the Contracting Parties shall, however, be excluded from the undertakings set forth in the present Article.

This Agreement shall come into force on the date on which the notes are exchanged and may be denounced at three months' notice.

Awaiting the confirmation of the Salvadorian Government's acceptance of this Agreement, I have the honour to be, etc.

(Signed) C. G. G. ANDERBERG.

His Excellency Dr. Miguel Angel Araujo,
Minister for Foreign Affairs,
etc., etc., etc.

II.

MINISTRY OF FOREIGN AFFAIRS.
REPUBLIC OF SALVADOR, C.A.

SAN SALVADOR, *June 23rd*, 1936.

SIR,

I have had the honour of receiving your Note, dated this day, in which you refer to our conversations regarding the proposed settlement of commercial relations between Sweden and Salvador and are good enough to inform me that, on condition of reciprocity and pending the conclusion of a definitive commercial treaty between Sweden and Salvador, the Swedish Government undertakes to apply the following stipulations :

" The High Contracting Parties agree to grant each other unconditional and unlimited most-favoured-nation treatment in all that concerns Customs duties and any accessory duties, the method of collection of the duties and the rules, formalities and charges to which Customs clearance operations may be subject.

" Consequently, natural or manufactured products originating in the territory of either of the Contracting Parties shall in no case be subject, in the above respects, to any duties, taxes or charges other or higher, or to any rules or formalities other or more onerous, than those to which products of a like nature originating in any third country are or may hereafter be subject.

" Similarly, natural or manufactured products exported from the territory of either of the Contracting Parties to the territory of the other Party shall in no case be subject, in the said respects, to any duties, taxes or charges other or higher, or to any rules or formalities more onerous, than those to which the same products consigned to the territory of any other country are or may hereafter be subject.

" The Contracting Parties also agree to accord to each other most-favoured-nation treatment in respect of the granting and allocation of quotas for goods, the importation of which is or may hereafter be subject to quantitative restrictions, and in respect of the rules, formalities and charges relating to the application of such quantitative restrictions. It is further understood that, should either of the Contracting Parties maintain or introduce restrictions on foreign exchange transactions, the other Party shall enjoy most-favoured-nation treatment in that matter, the restrictions being applied in such a way as to enable the payment of sums due in respect of the imports of the other Party to be made regularly.

" All advantages, favours, privileges and exemptions which have been or may hereafter be accorded by either of the Contracting Parties in the above-mentioned matter to natural or manufactured products originating in or consigned to the territory of any

other country shall be applied, immediately and without compensation, to products of a like nature originating in or consigned to the territory of the other Contracting Party.

“ Favours which are at present accorded or may hereafter be accorded by Sweden to Scandinavian countries and by Salvador to Central American countries and Panama, and those designed to facilitate frontier traffic or resulting from a Customs union which has already been concluded or which may be concluded in the future by either of the Contracting Parties shall, however, be excluded from the undertakings set forth in the present Article.

“ This Agreement shall come into force on the date on which the notes are exchanged and may be denounced at three months' notice. ”

In reply, I beg to inform you that the Government of Salvador accepts the Commercial Agreement with Sweden on the conditions specified and regards it as valid, without further formalities other than the present confirmation, from the twenty-third day of June, one thousand nine hundred and thirty-six.

I have the honour to be, etc.

(Signed) Miguel Angel ARAUJO.

His Excellency Monsieur Carl Gotthard Gylfe Anderberg,
Envoy Extraordinary and Minister Plenipotentiary of Sweden,
San Salvador.