

ALLEMAGNE
ET GRANDE-BRETAGNE
ET IRLANDE DU NORD

Accord concernant la limitation des armements navals et l'échange de renseignements relatifs aux constructions navales, avec déclaration et protocole de signature, signés à Londres, le 17 juillet 1937, et échange de notes y relatif de la même date.

GERMANY
AND GREAT BRITAIN
AND NORTHERN IRELAND

Agreement providing for the Limitation of Naval Armament and the Exchange of Information concerning Naval Construction, with Declaration and Protocol of Signature, signed at London, July 17th, 1937, and Exchange of Notes relating thereto of the same Date.

No. 4332. — AGREEMENT¹ BETWEEN THE GERMAN GOVERNMENT AND HIS MAJESTY'S GOVERNMENT IN THE UNITED KINGDOM PROVIDING FOR THE LIMITATION OF NAVAL ARMAMENT AND THE EXCHANGE OF INFORMATION CONCERNING NAVAL CONSTRUCTION. SIGNED AT LONDON, JULY 17TH, 1937.

English and German official texts communicated by His Majesty's Secretary of State for Foreign Affairs in Great Britain. The registration of this Agreement took place April 14th, 1938.

THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND and THE GERMAN GOVERNMENT ;

Desiring to make provision for the limitation of naval armament and for the exchange of information concerning naval construction ;

Have agreed as follows :

PART I.

DEFINITIONS.

Article I.

For the purposes of the present Agreement, the following expressions are to be understood in the sense hereinafter defined.

A. — *Standard Displacement.*

1. The standard displacement of a surface vessel is the displacement of the vessel complete, fully manned, engined, and equipped ready for sea, including all armament and ammunition, equipment, outfit, provisions and fresh water for crew, miscellaneous stores and implements of every description that are intended to be carried in war, but without fuel or reserve feed water on board.

2. The standard displacement of a submarine is the surface displacement of the vessel complete (exclusive of the water in non-watertight structure), fully manned, engined, and equipped ready for sea, including all armament and ammunition, equipment, outfit, provisions for crew, miscellaneous stores and implements of every description that are intended to be carried in war, but without fuel, lubricating oil, fresh water or ballast water of any kind on board.

¹ The exchange of ratifications took place at London, November 4th, 1937.
Came into force November 4th, 1937.

3. The word "ton" except in the expression "metric tons" denotes the ton of 2,240 lb. (1,016 kilog.).

B. — Categories.

1. *Capital Ships* are surface vessels of war belonging to one of the two following sub-categories :

(a) Surface vessels of war, other than aircraft-carriers, auxiliary vessels, or capital ships of sub-category (b), the standard displacement of which exceeds 10,000 tons (10,160 metric tons) or which carry a gun with a calibre exceeding 8 in. (203 mm.).

(b) Surface vessels of war, other than aircraft-carriers, the standard displacement of which does not exceed 8,000 tons (8,128 metric tons) and which carry a gun with a calibre exceeding 8 in. (203 mm.).

2. *Aircraft-Carriers* are surface vessels of war, whatever their displacement, designed or adapted primarily for the purpose of carrying and operating aircraft at sea. The fitting of a landing-on or flying-off deck on any vessel of war, provided such vessel has not been designed or adapted primarily for the purpose of carrying and operating aircraft at sea, shall not cause any vessel so fitted to be classified in the category of aircraft-carriers.

The category of aircraft-carriers is divided into two sub-categories as follows :

(a) Vessels fitted with a flight deck, from which aircraft can take off, or on which aircraft can land from the air.

(b) Vessels not fitted with a flight deck as described in (a) above.

3. *Light Surface Vessels* are surface vessels of war other than aircraft-carriers, minor war vessels or auxiliary vessels, the standard displacement of which exceeds 100 tons (102 metric tons) and does not exceed 10,000 tons (10,160 metric tons), and which do not carry a gun with a calibre exceeding 8 in. (203 mm.).

The category of light surface vessels is divided into three sub-categories as follows :

(a) Vessels which carry a gun with a calibre exceeding 6.1 in. (155 mm.) ;

(b) Vessels which do not carry a gun with a calibre exceeding 6.1 in. (155 mm.) and the standard displacement of which exceeds 3,000 tons (3,048 metric tons) ;

(c) Vessels which do not carry a gun with a calibre exceeding 6.1 in. (155 mm.) and the standard displacement of which does not exceed 3,000 tons (3,048 metric tons).

4. *Submarines* are all vessels designed to operate below the surface of the sea.

5. *Minor War Vessels* are surface vessels of war, other than auxiliary vessels, the standard displacement of which exceeds 100 tons (102 metric tons) and does not exceed 2,000 tons (2,032 metric tons), provided they have none of the following characteristics :

(a) Mount a gun with a calibre exceeding 6.1 in. (155 mm.) ;

(b) Are designed or fitted to launch torpedoes ;

(c) Are designed for a speed greater than 20 knots.

6. *Auxiliary Vessels* are naval surface vessels the standard displacement of which exceeds 100 tons (102 metric tons), which are normally employed on fleet duties or as troop transports,

or in some other way than as fighting ships, and which are not specifically built as fighting ships, provided they have none of the following characteristics :

- (a) Mount a gun with a calibre exceeding 6.1 in. (155 mm.);
- (b) Mount more than eight guns with a calibre exceeding 3 in. (76 mm.);
- (c) Are designed or fitted to launch torpedoes;
- (d) Are designed for protection by armour plate;
- (e) Are designed for a speed greater than 28 knots;
- (f) Are designed or adapted primarily for operating aircraft at sea;
- (g) Mount more than two aircraft-launching apparatus.

7. *Small Craft* are naval surface vessels the standard displacement of which does not exceed 100 tons (102 metric tons).

C. — *Over Age.*

Vessels of the following categories and sub-categories shall be deemed to be "over-age" when the undermentioned number of years have elapsed since completion :

	Years
(a) Capital ships	26
(b) Aircraft-carriers	20
(c) Light surface vessels, sub-categories (a) and (b) :	
(i) If laid down before the 1st January, 1920	16
(ii) If laid down after the 31st December, 1919	20
(d) Light surface vessels, sub-category (c)	16
(e) Submarines	13

D. — *Month.*

The word "month" in the present Agreement with reference to a period of time denotes the month of thirty days.

PART II.

LIMITATION.

Article 2.

After the date of the coming into force of the present Agreement, no vessel exceeding the limitations as to displacement or armament prescribed by this Part of the present Agreement shall be acquired by either Contracting Government or constructed by, for or within the jurisdiction of either Contracting Government.

Article 3.

No vessel which at the date of the coming into force of the present Agreement carries guns with a calibre exceeding the limits prescribed by this Part of the present Agreement shall, if reconstructed or modernised, be rearmed with guns of a greater calibre than those previously carried by her.

Article 4.

1. No capital ship shall exceed 35,000 tons (35,560 metric tons) standard displacement.
2. No capital ship shall carry a gun with a calibre exceeding 16 in. (406 mm.).
3. No capital ship of sub-category (*a*), the standard displacement of which is less than 17,500 tons (17,780 metric tons), shall be laid down or acquired prior to the 1st January, 1943.
4. No capital ship, the main armament of which consists of guns of less than 10 in. (254 mm.) calibre, shall be laid down or acquired prior to the 1st January, 1943.

Article 5.

1. No aircraft-carrier shall exceed 23,000 tons (23,368 metric tons) standard displacement or carry a gun with a calibre exceeding 6.1 in. (155 mm.).
2. If the armament of any aircraft-carrier includes guns exceeding 5.25 in. (134 mm.) in calibre, the total number of guns carried which exceed that calibre shall not be more than ten.

Article 6.

1. It is agreed in principle, and subject to the provisions of paragraph 2 below, that no light surface vessel of sub-category (*b*) exceeding 8,000 tons (8,128 metric tons) standard displacement, and no light surface vessel of sub-category (*a*) shall be laid down or acquired prior to the 1st January, 1943.

2. Notwithstanding the provisions of paragraph 1 above, either Contracting Government shall, upon notifying the other Contracting Government of its intentions, have the right to lay down or acquire light surface vessels of sub-category (*a*) ; or to acquire such vessels by converting light surface vessels of sub-category (*b*). The other Contracting Government shall thereupon be entitled to exercise the same right. In the event of the German Government making a notification as contemplated above, the Government of the United Kingdom is authorised to transmit this decision confidentially to any Power with which it is in treaty relations similar to those of the present Agreement.

3. The provisions of Part III of the present Agreement shall be observed in respect of any vessels constructed as a result of a notification given in accordance with the provisions of the preceding paragraph ; except that the Government making the notification shall, during the year in which it is made, have the right to depart from its Annual Programmes of construction and declarations of acquisition, and to alter, for the purposes of paragraph 2 above, the characteristics of any vessels building or which have already appeared in the programmes or declarations. In the event of such departure, no delay in the acquisition, the laying of the keel, or the altering of any vessel shall be necessary by reason of any of the provisions of Part III of the present Agreement. The particulars mentioned in Article 12 (*b*) shall, however, be communicated to the other Contracting Government before the keels of any vessels are laid. In the case of acquisition, information relating to the vessel shall be given under the provisions of Article 14.

Article 7.

No submarine shall exceed 2,000 tons (2,032 metric tons) standard displacement or carry a gun exceeding 5.1 in. (130 mm.) in calibre.

Article 8.

Every vessel shall be rated at its standard displacement, as defined in Article 1 A of the present Agreement.

Article 9.

No preparations shall be made in merchant ships in time of peace for the installation of warlike armaments for the purpose of converting such ships into vessels of war, other than the necessary stiffening of decks for the mounting of guns not exceeding 6.1 in. (155 mm.) in calibre.

Article 10.

Vessels which were laid down before the date of the coming into force of the present Agreement, the standard displacement or armament of which exceeds the limitations or restrictions prescribed in this Part of the present Agreement for their category or sub-category, or vessels which before that date were converted to target use exclusively or retained exclusively for experimental or training purposes under the provisions of any previous international agreement, shall retain the category or designation which applied to them before the said date.

PART III.

ADVANCE NOTIFICATION AND EXCHANGE OF INFORMATION.

Article 11.

1. Each Contracting Government shall communicate every year to the other Contracting Government information, as hereinafter provided, regarding its annual programme for the construction and acquisition of all vessels of the categories and sub-categories mentioned in Article 12 (a), whether or not the vessels concerned are constructed within its own jurisdiction, and periodical information giving details of such vessels and of any alterations to vessels of the said categories or sub-categories already completed.

2. For the purposes of the present Agreement, information shall be deemed to have reached the Government of the United Kingdom on the date on which it is communicated to the British Representative in Berlin, and the German Government on the date on which it is communicated to the German Representative in London.

3. This information shall be treated as confidential until published by the Contracting Government supplying it.

Article 12.

The information to be furnished under the preceding Article in respect of vessels constructed by or for a Contracting Government shall be given as follows ; and so as to reach the other Contracting Government within the periods or at the times mentioned :

(a) Within the first four months of each calendar year, the Annual Programme of construction of all vessels of the following categories and sub-categories, stating the

number of vessels of each category or sub-category and, for each vessel, the calibre of the largest gun. The categories and sub-categories in question are :

Capital Ships :

Sub-category (a).

Sub-category (b).

Aircraft-Carriers :

Sub-category (a).

Sub-category (b).

Light Surface Vessels :

Sub-category (a).

Sub-category (b).

Sub-category (c).

Submarines.

(b) Not less than four months before the date of the laying of the keel, the following particulars in respect of each such vessel :

Name or designation ;

Category and sub-category ;

Standard displacement in tons and metric tons ;

Length at waterline at standard displacement ;

Extreme beam at or below waterline at standard displacement ;

Mean draught at standard displacement ;

Designed horse-power ;

Designed speed ;

Type of machinery ;

Type of fuel ;

Number and calibre of all guns of 3-in. (76 mm.) calibre and above ;

Approximate number of guns of less than 3-in. (76 mm.) calibre ;

Number of torpedo tubes ;

Whether designed to lay mines ;

Approximate number of aircraft for which provision is to be made.

(c) As soon as possible after the laying-down of the keel of each such vessel, the date on which it was laid.

(d) Within one month after the date of completion of each such vessel, the date of completion together with all the particulars specified in paragraph (b) above relating to the vessel on completion.

(e) Annually during the month of January, in respect of vessels belonging to the categories and sub-categories mentioned in paragraph (a) above :

(i) Information as to any important alterations which it may have proved necessary to make during the preceding year in vessels under construction, in so far as these alterations affect the particulars mentioned in paragraph (b) above.

(ii) Information as to any important alterations made during the preceding year in vessels previously completed, in so far as these alterations affect the particulars mentioned in paragraph (b) above.

(iii) Information concerning vessels which may have been scrapped or otherwise disposed of during the preceding year. If such vessels are not scrapped, sufficient information shall be given to enable their new status and condition to be determined.

(*f*) Not less than four months before undertaking such alterations as would cause a completed vessel to come within one of the categories or sub-categories mentioned in paragraph (*a*) above, or such alterations as would cause a vessel to change from one to another of the said categories or sub-categories : information as to her intended characteristics as specified in paragraph (*b*) above.

Article 13.

No vessel coming within the categories or sub-categories mentioned in Article 12 (*a*) shall be laid down by either Contracting Government until after the expiration of a period of four months both from the date on which the Annual Programme in which the vessel is included, and from the date on which the particulars in respect of that vessel prescribed by Article 12 (*b*), have reached the other Contracting Government.

Article 14.

If a Contracting Government intends to acquire a completed or partially completed vessel coming within the categories or sub-categories mentioned in Article 12 (*a*), that vessel shall be declared at the same time and in the same manner as the vessels included in the Annual Programme prescribed in the said Article. No such vessel shall be acquired until after the expiration of a period of four months from the date on which such declaration has reached the other Contracting Government. The particulars mentioned in Article 12 (*b*), together with the date on which the keel was laid, shall be furnished in respect of such vessel so as to reach the other Contracting Government within one month after the date on which the contract for the acquisition of the vessel was signed. The particulars mentioned in Article 12 (*d*), (*e*) and (*f*) shall be given as therein prescribed.

Article 15.

At the time of communicating the Annual Programme prescribed by Article 12 (*a*), each Contracting Government shall inform the other Contracting Government of all vessels included in its previous Annual Programmes and declarations that have not yet been laid down or acquired, but which it is the intention to lay down or acquire during the period covered by the first-mentioned Annual Programme.

Article 16.

If, before the keel of any vessel coming within the categories or sub-categories mentioned in Article 12 (*a*) is laid, any important modification is made in the particulars regarding her which have been communicated under Article 12 (*b*), information concerning this modification shall be given, and the laying of the keel shall be deferred until at least four months after this information has reached the other Contracting Government.

Article 17.

Neither Contracting Government shall lay down or acquire any vessel of the categories or sub-categories mentioned in Article 12 (*a*), which has not previously been included in its Annual Programme of construction or declaration of acquisition for the current year or in any earlier Annual Programme or declaration.

Article 18.

If the construction, modernisation or reconstruction of any vessel coming within the categories or sub-categories mentioned in Article 12 (*a*), which is for the order of a Government not a party to the present Agreement, is undertaken within the jurisdiction of either Contracting Government,

that Government shall promptly inform the other Contracting Government of the date of the signing of the contract and shall also give as soon as possible in respect of the vessel all the information mentioned in Article 12 (b), (c) and (d).

Article 19.

1. Each Contracting Government shall give lists of all its minor war vessels with their characteristics, as enumerated in Article 12 (b), and information as to the particular service for which they are intended, so as to reach the other Contracting Government within one month after the date of the coming into force of the present Agreement ; and, so as to reach the other Contracting Government within the month of January in each subsequent year, any amendments in the lists and changes in the information.

2. In the event of negotiations for the conclusion of a general multilateral treaty similar in character to the present Agreement, or of a general arrangement providing for the exchange of information between naval Powers, the Contracting Governments will, notwithstanding that the present Agreement does not provide for the exchange of information as regards auxiliary war vessels, be prepared, in conjunction with the other Powers concerned, to consider entering into an undertaking for the exchange of information in regard to these vessels with their characteristics as enumerated in Article 12 (b) of the present Agreement.

Article 20.

Each Contracting Government shall communicate to the other Contracting Government, so as to reach the latter within one month after the date of the coming into force of the present Agreement, particulars, as mentioned in Article 12 (b), of all vessels of the categories or sub-categories mentioned in Article 12 (a), which are then under construction for the first-named Contracting Government, whether or not such vessels are being constructed within its own jurisdiction, together with similar particulars relating to any such vessels then under construction within its own jurisdiction for a Government not a party to the present Agreement.

Article 21.

1. At the time of communicating the initial Annual Programme of construction and declaration of acquisition, each Contracting Government shall inform the other Contracting Government of any vessels of the categories or sub-categories mentioned in Article 12 (a), which have been previously authorised and which it is the intention to lay down or acquire during the period covered by the said Programme.

2. Nothing in this Part of the present Agreement shall prevent either Contracting Government from laying down or acquiring, at any time during the four months following the date of the coming into force of the Agreement, any vessel included, or to be included, in its initial Annual Programme of construction or declaration of acquisition, or previously authorised, provided that the information prescribed by Article 12 (b) concerning each vessel shall be communicated so as to reach the other Contracting Government within one month after the date of the coming into force of the present Agreement.

3. If the present Agreement should not come into force before the 1st May, 1937, the initial Annual Programme of construction and declaration of acquisition, to be communicated under Articles 12 (a) and 14 shall reach the other Contracting Government within one month after the date of the coming into force of the present Agreement.

PART IV.

GENERAL AND SAFEGUARDING CLAUSES.

Article 22.

Neither Contracting Government shall, by gift, sale or any mode of transfer, dispose of any of its surface vessels of war or submarines in such a manner that such vessel may become a surface vessel of war or a submarine in any foreign navy. This provision shall not apply to auxiliary vessels.

Article 23.

1. Nothing in the present Agreement shall prejudice the right of either Contracting Government, in the event of loss or accidental destruction of a vessel, before the vessel in question has become over-age, to replace such vessel by a vessel of the same category or sub-category as soon as the particulars of the new vessel mentioned in Article 12 (*b*) shall have reached the other Contracting Government.

2. The provisions of the preceding paragraph shall also govern the immediate replacement, in such circumstances, of a light surface vessel of sub-category (*b*) exceeding 8,000 tons (8,128 metric tons) standard displacement, or of a light surface vessel of sub-category (*a*), before the vessel in question has become over-age, by a light surface vessel of the same sub-category of any standard displacement up to 10,000 tons (10,160 metric tons).

Article 24.

1. If either Contracting Government should become engaged in war, such Contracting Government may, if it considers the naval requirements of its defence are materially affected, suspend, in so far as it is concerned, any or all of the obligations of the present Treaty, provided that such Contracting Government shall promptly notify the other Contracting Government that the circumstances require such suspension, and shall specify the obligations it is considered necessary to suspend.

2. The other Contracting Government shall in such case promptly examine the situation thus presented with a view to deciding on the obligations of the present Agreement, if any, which that Contracting Government may deem it necessary to suspend; and may in consequence suspend, in so far as it is concerned, any or all of the obligations of the present Agreement, provided that notice is promptly given to the Contracting Government effecting the suspension under the preceding paragraph of the obligations which it is considered necessary to suspend.

3. On the cessation of hostilities, the Contracting Governments shall consult together with a view to fixing a date upon which the obligations of the Agreement which have been suspended shall again become operative, and to agreeing upon any amendments in the present Agreement which may be considered necessary.

Article 25.

1. In the event of any vessel not in conformity with the limitations and restrictions as to standard displacement and armament prescribed by Articles 4, 5, 6 (1) and 7 of the present Agreement being authorised, constructed or acquired by a Power not a party to the present Agreement, each Contracting Government reserves the right to depart if, and to the extent to

which, it considers such departures necessary in order to meet the requirements of its national security :

(a) During the remaining period of the Agreement, from the limitations and restrictions of Articles 3, 4, 5, 6, paragraph 1, and 7 ; and

(b) During the current year, from its Annual Programmes of construction and declarations of acquisition.

This right shall be exercised in accordance with the following provisions :

2. Either Contracting Government who considers it necessary that such right should be exercised, shall notify the other Contracting Government to that effect, stating precisely the nature and extent of the proposed departures and the reasons therefor.

3. The Contracting Governments shall thereupon consult together and endeavour to reach an agreement with a view to reducing to a minimum the extent of the departures which may be made.

4. On the expiration of a period of three months from the date of the first of any notifications which may have been given under paragraph 2 above, each of the Contracting Governments shall, subject to any agreement which may have been reached to the contrary, be entitled to depart during the remaining period of the present Agreement from the limitations and restrictions prescribed in Articles 3, 4, 5, 6, paragraph 1, and 7, thereof.

5. On the expiration of the period mentioned in the preceding paragraph, either Contracting Government shall be at liberty, subject to any agreement which may have been reached during the consultations provided for in paragraph 3 above, and on informing the other Contracting Government, to depart from its Annual Programmes of construction and declarations of acquisition and to alter the characteristics of any vessels building or which have already appeared in its Programmes or declarations.

6. In such event, no delay in the acquisition, the laying of the keel, or the altering of any vessel shall be necessary by reason of any of the provisions of Part III of the present Agreement. The particulars mentioned in Article 12 (b) shall, however, be communicated to the other Contracting Government before the keels of any vessels are laid. In the case of acquisition, information relating to the vessel shall be given under the provisions of Article 14.

Article 26.

1. If the requirements of the national security of either Contracting Government should, in the opinion of that Government, be materially affected by any change of circumstances, other than those provided for in Articles 24 and 25 of the present Agreement, such Contracting Government shall have the right to depart for the current year from its Annual Programmes of construction and declarations of acquisition. The amount of construction by either Contracting Government, within the limitations and restrictions thereof, shall not, however, constitute a change of circumstances for the purposes of the present Article. The above-mentioned right shall be exercised in accordance with the following provisions :

2. Such Contracting Government shall, if it desires to exercise the above-mentioned right, notify the other Contracting Government to that effect, stating in what respects it proposes to depart from its Annual Programmes of construction and declarations of acquisition, giving reasons for the proposed departure.

3. The Contracting Governments will thereupon consult together with a view to agreement as to whether any departures are necessary in order to meet the situation.

4. On the expiration of a period of three months from the date of the first of any notifications which may have been given under paragraph 2 above, each of the Contracting Governments shall, subject to any agreement which may have been reached to the contrary, be entitled to depart from its Annual Programmes of construction and declarations of acquisition, provided notice is promptly given to the other Contracting Government stating precisely in what respects it is proposed so to depart.

5. In such event, no delay in the acquisition, the laying of the keel, or the altering of any vessel shall be necessary by reason of any of the provisions of Part III of the present Agreement. The particulars mentioned in Article 12 (*b*) shall, however, be communicated to the other Contracting Government before the keels of any vessels are laid. In the case of acquisition, information relating to the vessel shall be given under the provisions of Article 14.

PART V.

FINAL CLAUSES.

Article 27.

The present Agreement shall remain in force until the 31st December, 1942.

Article 28.

1. The Contracting Governments will, during the last quarter of 1940, consult together with a view to entering into a new agreement for the reduction and limitation of naval armament.

2. In the course of the consultation referred to in the preceding paragraph, views shall be exchanged in order to determine whether, in the light of the circumstances then prevailing and the experience gained in the interval in the design and construction of capital ships, it may be possible to agree upon a reduction in the standard displacement or calibre of guns of capital ships to be constructed under future annual programmes, and thus, if possible, to bring about a reduction in the cost of capital ships.

Article 29.

None of the provisions of the present Agreement shall constitute a precedent for any future treaty.

Article 30.

The present Agreement shall be ratified and the instruments of ratification shall be exchanged in London as soon as possible. It shall come into force on or after the exchange of ratifications when the Naval Treaty¹ signed in London on the 25th March, 1936, is in force and simultaneously with the similar Naval Agreement² between the Government of the United Kingdom and the Government of the Union of Soviet Socialist Republics. The date on which the present Agreement thus comes into force shall be immediately notified to the German Government by the Government of the United Kingdom.

In witness whereof the undersigned, duly authorised to that effect, have signed the present Agreement and have affixed thereto their seals.

Done in duplicate in London, the 17th day of July, 1937, in English and German, both texts being equally authentic.

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

(*L. S.*) Anthony EDEN.

(*L. S.*) DUFF COOPER.

For the German Government :

(*L. S.*) Joachim v. RIBBENTROP.

¹ Vol. CLXXXIV, page 115, of this Series.

² Page 93 of this Volume.

DECLARATION.

The Undersigned, duly authorised to that effect by their respective Governments, have agreed on the following Declaration relative to certain matters arising out of the Agreement¹ regarding the Limitation of Naval Armament (hereinafter styled the Agreement of 1935) embodied in the Notes exchanged between the Government of the United Kingdom of Great Britain and Northern Ireland and the German Government on the 18th June, 1935.

Article 1.

In the present Declaration the following expressions have the meanings herein set out :

(i) The term 35 per cent. ratio when used with reference to the whole German fleet denotes the proportion of 35 : 100 which, under the Agreement of 1935, the total tonnage of the German fleet bears to the total tonnage of the aggregate naval forces of the members of the British Commonwealth of Nations. The term German fleet means that part of the German naval forces to which, in the aggregate, the 35 per cent. ratio applies.

When used with reference to a category of vessels of war, the term 35 per cent. ratio denotes a proportion of 35 : 100 between the total tonnage of any category of vessels in the German fleet to which, under the Agreement of 1935, this ratio applies, and the total tonnage of the corresponding category of vessels in the aggregate naval forces of the British Commonwealth of Nations.

(ii) The expression " maximum standard displacement permitted by treaty " for an individual vessel of any category denotes the standard displacement of the largest vessel of that category which it is permissible to build under the Agreement signed this day for the Limitation of Naval Armament and the Exchange of Information concerning Naval Construction (hereinafter styled the Agreement signed this day), or under any subsequent instrument by which the two Governments may both be bound.

(iii) A transfer of tonnage as contemplated by paragraph 2 (*d*) of the Agreement of 1935 takes place when the tonnage of a given category of vessels is increased so as to exceed the 35 per cent. ratio for that category, and such increase is at the same time set off by a corresponding reduction below the 35 per cent. ratio of the tonnage in another category.

(iv) An adjustment of tonnage takes place when tonnage is constructed or acquired so as to cause the 35 per cent. ratio for the whole German fleet to be exceeded, in the manner contemplated by paragraph 2 (*g*) of the Agreement of 1935.

(v) The term category with reference to cruisers and destroyers denotes one category inclusive of both types of vessel. This category does not, however, include vessels of the type defined in Article 8 of the Treaty² for the Limitation and Reduction of Naval Armament, signed in London on the 22nd April, 1930, which are not subject to the Agreement of 1935 or to the present Declaration.

(vi) Except as otherwise provided in the present Declaration, the terms and expressions defined in Part I of the Agreement signed this day bear the same meanings in the present Declaration.

¹ Vol. CLXI, page 9, of this Series.

² Vol. CXII, page 65 ; and Vol. CXVII, page 331, of this Series.

Article 2.

The present Declaration does not relate to submarines which are and remain regulated exclusively by paragraph 2 (*f*) of the Agreement of 1935. Nothing in the present Declaration shall affect the rights or obligations of either Government arising under that paragraph.

Article 3.

The transfers and adjustments of tonnage which may be made in pursuance of paragraphs 2 (*d*) and 2 (*g*) of the Agreement of 1935 shall be those set forth in the succeeding sub-paragraphs. In virtue of Article 2 of the present Declaration, however, these sub-paragraphs do not relate to submarines.

1. The German Government having stated in paragraph 2 (*d*) of the Agreement of 1935 that they favour the system of dividing vessels of war into categories, and that they are in consequence prepared in principle, and subject to paragraph 2 (*b*) of the said Agreement, to apply the 35 per cent. ratio to the tonnage of each category of vessel, and to make any variation of this ratio dependent on future arrangements to this end; it is hereby agreed that the manner and extent of any transfer of tonnage shall be regulated in each case by prior agreement between the two Governments.

2. If the German Government should at any time find that the total tonnage available in a given category on the basis of the 35 per cent. ratio is not exactly divisible by the figure of the maximum standard displacement permitted by treaty for individual vessels in that category, it shall, subject to the limitations and conditions set out below, have the right to effect an adjustment of tonnage; provided (i) that the German Government shall give prior notification to the Government of the United Kingdom of its intention to exercise this right, (ii) that the extent and duration of the proposed adjustment shall form the subject of discussion between the two Governments, (iii) that in no case shall the adjustment be such as to cause the German fleet to exceed the 35 per cent. ratio by more than half the maximum standard displacement permitted by treaty for an individual capital ship, and (iv) that the maximum duration of any particular adjustment shall be not more than ten years from the date of the notification mentioned under (i) above.

Article 4.

1. In view of the fact that a number of vessels in the present German fleet were constructed under the limitations imposed by the Treaty of Versailles, it is agreed that, notwithstanding anything to the contrary in the Agreement signed this day, vessels of the following classes shall be deemed to be over-age after the lapse of the periods of time indicated below from their completion:

	Years
“ Deutschland ” class of armoured ships	15
“ Emden,” “ Karlsruhe ” and “ Nürnberg ” class of cruisers	15
“ Wolf ” and “ Möwe ” class of destroyers	12

2. (*a*) Although the Agreement of 1935 allows the German fleet to be constituted, on the basis of the 35 per cent. ratio, entirely out of vessels all of which shall be under-age, the German Government agree in principle that the proportion of over-age to under-age vessels in the light surface vessel category of the German fleet should be approximately the same as may at any time exist in the corresponding category of vessel in the aggregate forces of the British Commonwealth of Nations; subject, however, to the right to depart from this principle in special circumstances (*e. g.*, heavier naval armament on the part of other European Powers). In this event prior notifi-

cation will be given to the Government of the United Kingdom, indicating the nature and extent of the departure involved.

(b) As the German Government will not for a considerable time possess sufficient over-age tonnage to replace with ships actually over-age the necessary percentage of over-age tonnage, it is agreed that after the lapse respectively of the periods indicated below from the date of completion, the following vessels may be replaced on the over-age list by newer vessels, which shall thereupon be deemed to be over-age for the purposes of the present Declaration and the Agreement of 1935 :

	Years
All destroyers of the " Wolf " and " Möwe " classes	16
" Emden ", " Karlsruhe " and " Nürnberg "	20
" Königsberg " and " Köln "	21
" Leipzig "	22

Article 5.

Notwithstanding the definition of over-age in respect of capital ships in the Agreement signed this day, it is agreed that neither of the two Governments will object if the other replaces at any age not less than twenty years any of its capital ships now building or projected, provided the Government effecting such replacement is able to show and shall represent to the other (a) that a third Power has laid down a capital ship before the date at which such vessel would normally require to be laid down if intended to replace an existing capital ship which had become over-age in accordance with the above-mentioned definition ; and (b) that it is in consequence necessary for the Government making the representations to effect replacement before the over-age date for the vessel or vessels in question is reached.

Article 6.

It is recognised that the definitions of vessels of war contained in Part I of the Agreement signed this day do not affect the scope of the Agreement of 1935. In consequence, the types of vessels to which the limitations of the Agreement of 1935 do not apply are those defined in Article 8 of the Treaty for the Limitation and Reduction of Naval Armament signed in London on the 22nd April, 1930.

In faith whereof the Undersigned have signed the present Declaration and have affixed thereto their seals.

Done in London, the 17th day of July, 1937, in the English and German languages, both texts being equally authentic.

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

(L. S.) Anthony EDEN.

(L. S.) DUFF COOPER.

For the German Government :

(L. S.) Joachim v. RIBBENTROP.

PROTOCOL OF SIGNATURE.

At the moment of signing the Agreement bearing this day's date, the undersigned, duly authorised to that effect by their respective Governments, have agreed as follows :

1. If, before the coming into force of the above-mentioned Agreement, the naval construction of any Power, or any change of circumstances, should appear likely to render undesirable the coming into force of the Agreement in its present form, the Contracting Governments will consult as to whether it is desirable to modify any of its terms to meet the situation thus presented.

2. The Contracting Governments will, as a temporary measure, promptly communicate to one another, after the laying down, acquisition or completion of any vessels in the categories or sub-categories mentioned in Article 12 (a) of the Agreement, the information detailed below concerning all such vessels laid down, acquired or completed between the 1st January, 1937, and the date of the coming into force of the Agreement, provided, however, that this obligation shall not continue after the 1st July, 1937 :

Name or designation ;
Classification of the vessel ;
Standard displacement in tons and metric tons ;
Principal dimensions at standard displacement, namely, length at waterline and extreme beam at or below waterline ;
Mean draught at standard displacement ;
Calibre of the largest gun.

3. The present Protocol, of which the English and German texts shall both be equally authentic, shall come into force on this day's date.

In faith whereof the undersigned have signed the present Protocol and have affixed thereto their seals.

Done in London the 17th day of July, 1937.

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

(L. S.) Anthony EDEN.

(L. S.) DUFF COOPER.

For the German Government :

(L. S.) Joachim v. RIBBENTROP.

EXCHANGE OF NOTES.

I.

MR. EDEN TO HERR VON RIBBENTROP.

FOREIGN OFFICE.

LONDON, *July 17th*, 1937.

YOUR EXCELLENCY,

I have the honour, with reference to Article 6, paragraph 1, of the Agreement for the Limitation of Naval Armament and the Exchange of Information concerning Naval Construction signed this day between the Government of the United Kingdom and the German Government, to state my understanding of this matter as follows :

2. In accordance with the provisions of the Agreement regarding the Limitation of Naval Armament embodied in the Notes exchanged between the Government of the United Kingdom and the German Government on the 18th June, 1935, Germany was entitled in view of the existing strength of the aggregate forces of the British Commonwealth of Nations in that sub-category to construct five cruisers in sub-category (*a*) *i. e.*, cruisers with a maximum displacement of 10,000 tons and a maximum gun calibre of 8 inches. In the course of the discussions which took place between the representatives of the German and United Kingdom Governments in June 1935, the German Government agreed, as their contribution to the limitation in the construction of large cruisers, to forgo their right to construct the fourth and fifth sub-category (*a*) cruisers, provided that no further vessels in this sub-category were laid down by any other Power. The Government of the United Kingdom having subsequently informed the German Government of the intention of the U.S.S.R. to construct 7 vessels in sub-category (*a*) with a displacement of 8,000 tons and a gun calibre of 7.1 inches, the German Government informed the Government of the United Kingdom that they could no longer maintain their intention not to construct the fourth and fifth (*a*) cruisers, and the Government of the United Kingdom recognised that the German Government were entitled to regard the previous Anglo-German understanding on this point as having lapsed. It was therefore recognised by both Governments that the German Government had the right to lay down these two vessels at any time, or to acquire them by converting sub-category (*b*) into sub-category (*a*) cruisers. Nevertheless, in their earnest desire to prevent the loss of the building holiday for (*a*) cruisers which was agreed to in the London Naval Treaty, the German Government have stated that they are prepared not to avail themselves of their freedom of action unless special circumstances arise which may compel them to do so. Should they decide to exercise their rights in this respect they would before the work of construction or conversion is commenced notify the decision to the Government of the United Kingdom who would be authorised to transmit it confidentially to the other naval Powers with whom they are in similar treaty relations.

3. I have the honour to request your Excellency to confirm the above statement as correctly representing the position concerning this matter.

I have, etc.

Anthony EDEN

II.

HERR VON RIBBENTROP AN MR. EDEN.

TEXTE ALLEMAND. — GERMAN TEXT.

DEUTSCHE BOTSCHAFT.

LONDON, *den 17. Juli* 1937.

EUERE EXZELLENZ!

Ich beehre mich den Empfang der Note Euerer Exzellenz vom heutigen Tage zu bestätigen, in der Euer Exzellenz Ihre Auffassung der Sachlage hinsichtlich des Artikels 6 (1) des heute unterzeichneten Abkommens über die Begrenzung der Seerüstungen und den Nachrichtenaustausch über Flottenbaupläne zwischen der Deutschen Regierung und der Regierung des Vereinigten Königreichs darlegen und eine Bestätigung dieser Erklärung erbeten haben.

2. Darauf beehre ich mich, Euerer Exzellenz zu versichern, dass die in Betracht kommende Erklärung mit den Ansichten der Deutschen Regierung übereinstimmt, und dass diese die Erklärung als eine richtige Wiedergabe der Sachlage ansieht.

Mit der ausgezeichnetsten Hochachtung habe ich, etc.

V. RIBBENTROP.

II.

HERR VON RIBBENTROP TO MR. EDEN.

¹ TRADUCTION. — TRANSLATION.

GERMAN EMBASSY.

LONDON, *July 17th*, 1937.

YOUR EXCELLENCY,

I have the honour to acknowledge the receipt of your Excellency's Note of this day's date in which your Excellency stated your understanding of the position regarding Article 6 (1) of the Agreement for the Limitation of Naval Armament and the Exchange of Information concerning Naval Construction signed this day between the German Government and the Government of the United Kingdom, and in which your Excellency requested confirmation of this statement.

2. In reply, I have the honour to assure your Excellency that the statement in question is in accordance with the views of the German Government and is regarded by them as correctly representing the position concerning this matter.

I have, etc.

V. RIBBENTROP.

¹ Traduction du Foreign Office de Sa Majesté britannique.

¹ Translation of His Britannic Majesty's Foreign Office.