

547



Treaty Series No. 15 (1931)

TREATY OF ALLIANCE

Between His Majesty in respect of the United Kingdom and His Majesty the King of 'Iraq,
with an Exchange of Notes
Baghdad, 30th June, 1930

together with

Notes Exchanged embodying a separate
Financial Agreement

London, 19th August, 1930

[Ratifications exchanged at Baghdad, 26th January 1931]

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

LONDON:

PRINTED AND PUBLISHED BY HIS MAJESTY'S STATIONERY OFFICE.

To be purchased directly from H.M. STATIONERY OFFICE at the following addresses:
Astrakhan House, Kingsway, London, W.C.2; 120, George Street, Edinburgh;
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1931

Price 3d. Net.

Cmd. 3797

Treaty of Alliance between His Majesty in respect of the United Kingdom and His Majesty the King of 'Iraq.

Baghdad, June 30, 1930.

[Ratifications exchanged at Baghdad, January 26, 1931.]

His Majesty the King of Great Britain, Ireland and the British Dominions beyond the Seas, Emperor of India,

And His Majesty the King of 'Iraq,

Whereas they desire to consolidate the friendship and to maintain and perpetuate the relations of good understanding between their respective countries; and

Whereas His Britannic Majesty undertook in the Treaty of Alliance signed at Baghdad on the thirteenth day of January, One thousand nine hundred and twenty-six of the Christian Era, corresponding to the twenty-eighth day of Jamadi-al-Ukhra, One thousand three hundred and forty-four, Hijrah, that he would take into active consideration at successive intervals of four years the question whether it was possible for him to press for the admission of 'Iraq into the League of Nations; and

Whereas His Majesty's Government in the United Kingdom of Great Britain and Northern Ireland informed the 'Iraq Government without qualification or proviso on the fourteenth day of September, One thousand nine hundred and twenty-nine that they were prepared to support the candidature of 'Iraq for admission to the League of Nations in the year One thousand nine hundred and thirty-two and announced to the Council of the League on the fourth day of November, One thousand nine hundred and twenty-nine, that this was their intention; and

Whereas the mandatory responsibilities accepted by His Britannic Majesty in respect of 'Iraq will automatically terminate upon the admission of 'Iraq to the League of Nations; and

Whereas His Britannic Majesty and His Majesty the King of 'Iraq consider that the relations which will subsist between them as independent sovereigns should be defined by the conclusion of a Treaty of Alliance and Amity:

Have agreed to conclude a new Treaty for this purpose on terms of complete freedom, equality and independence which will become operative upon the entry of 'Iraq into the League of Nations, and have appointed as their Plenipotentiaries:

His Majesty the King of Great Britain, Ireland and the British Dominions beyond the Seas, Emperor of India,

For Great Britain and Northern Ireland :

Lieutenant-Colonel Sir Francis Henry Humphrys, Knight Grand Cross of the Royal Victorian Order, Knight Commander of the Most Distinguished Order of Saint Michael and Saint George, Knight Commander of the Most Excellent Order of the British Empire, Companion of the Most Eminent Order of the Indian Empire, High Commissioner of His Britannic Majesty in 'Iraq; and

His Majesty the King of 'Iraq :

General Nuri Pasha al Sa'id, Order of the Nadha, Second Class, Order of the Istiqlal, Second Class, Companion of the Most Distinguished Order of Saint Michael and Saint George, Companion of the Distinguished Service Order, Prime Minister of the 'Iraq Government and Minister for Foreign Affairs ;

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

Article 1.

There shall be perpetual peace and friendship between His Britannic Majesty and His Majesty the King of 'Iraq.

There shall be established between the High Contracting Parties a close alliance in consecration of their friendship, their cordial understanding and their good relations, and there shall be full and frank consultation between them in all matters of foreign policy which may affect their common interests.

Each of the High Contracting Parties undertakes not to adopt in foreign countries an attitude which is inconsistent with the alliance or might create difficulties for the other party thereto.

Article 2.

Each High Contracting Party will be represented at the Court of the other High Contracting Party by a diplomatic representative duly accredited.

Article 3.

Should any dispute between 'Iraq and a third State produce a situation which involves the risk of a rupture with that State, the High Contracting Parties will concert together with a view to the settlement of the said dispute by peaceful means in accordance with the provisions of the Covenant of the League of Nations and of any other international obligations which may be applicable to the case.

Article 4.

Should, notwithstanding the provisions of Article 3 above, either of the High Contracting Parties become engaged in war, the

other High Contracting Party will, subject always to the provisions of Article 9 below, immediately come to his aid in the capacity of an ally. In the event of an imminent menace of war the High Contracting Parties will immediately concert together the necessary measures of defence. The aid of His Majesty the King of 'Iraq in the event of war or the imminent menace of war will consist in furnishing to His Britannic Majesty on 'Iraq territory all facilities and assistance in his power including the use of railways, rivers, ports, aerodromes and means of communication.

Article 5.

It is understood between the High Contracting Parties that responsibility for the maintenance of internal order in 'Iraq and, subject to the provisions of Article 4 above, for the defence of 'Iraq from external aggression rests with His Majesty the King of 'Iraq. Nevertheless His Majesty the King of 'Iraq recognises that the permanent maintenance and protection in all circumstances of the essential communications of His Britannic Majesty is in the common interest of the High Contracting Parties. For this purpose and in order to facilitate the discharge of the obligations of His Britannic Majesty under Article 4 above His Majesty the King of 'Iraq undertakes to grant to His Britannic Majesty for the duration of the Alliance sites for air bases to be selected by His Britannic Majesty at or in the vicinity of Basra and for an air base to be selected by His Britannic Majesty to the west of the Euphrates. His Majesty the King of 'Iraq further authorises His Britannic Majesty to maintain forces upon 'Iraq territory at the above localities in accordance with the provisions of the Annexure of this Treaty on the understanding that the presence of those forces shall not constitute in any manner an occupation and will in no way prejudice the sovereign rights of 'Iraq.

Article 6.

The Annexure hereto shall be regarded as an integral part of the present Treaty.

Article 7.

This Treaty shall replace the Treaties of Alliance⁽¹⁾ signed at Baghdad on the tenth day of October, One thousand nine hundred and twenty-two of the Christian Era, corresponding to the nineteenth day of Safar, One thousand three hundred and forty-one, Hijrah, and on the thirteenth day of January, One thousand nine hundred and twenty-six, of the Christian Era, corresponding to the twenty-eighth day of Jamadi-al-Ukhra, One thousand three hundred and forty-four, Hijrah, and the subsidiary agreements thereto, which shall cease to have effect upon the entry into force

¹ Treaty Series No. 17 (1925), Cmd. 2370, and No. 10 (1926), Cmd. 2662.

of this Treaty. It shall be executed in duplicate, in the English and Arabic languages, of which the former shall be regarded as the authoritative version.

Article 8.

The High Contracting Parties recognise that, upon the entry into force of this Treaty, all responsibilities devolving under the Treaties and Agreements referred to in Article 7 hereof upon His Britannic Majesty in respect of 'Iraq will, in so far as His Britannic Majesty is concerned, then automatically and completely come to an end, and that such responsibilities, in so far as they continue at all, will devolve upon His Majesty the King of 'Iraq alone.

It is also recognised that all responsibilities devolving upon His Britannic Majesty in respect of 'Iraq under any other international instrument, in so far as they continue at all, should similarly devolve upon His Majesty the King of 'Iraq alone, and the High Contracting Parties shall immediately take such steps as may be necessary to secure the transference to His Majesty the King of 'Iraq of these responsibilities.

Article 9.

Nothing in the present Treaty is intended to or shall in any way prejudice the rights and obligations which devolve, or may devolve, upon either of the High Contracting Parties under the Covenant of the League of Nations or the Treaty for the Renunciation of War signed at Paris on the twenty-seventh day of August, One thousand nine hundred and twenty-eight.⁽²⁾

Article 10.

Should any difference arise relative to the application or the interpretation of this Treaty and should the High Contracting Parties fail to settle such difference by direct negotiation, then it shall be dealt with in accordance with the provisions of the Covenant of the League of Nations.

Article 11.

This Treaty shall be ratified and ratifications shall be exchanged as soon as possible. Thereafter it shall come into force as soon as 'Iraq has been admitted to membership of the League of Nations.

The present Treaty shall remain in force for a period of twenty-five years from the date of its coming into force. At any time after twenty years from the date of the coming into force of this Treaty, the High Contracting Parties will, at the request of either of them,

² Treaty Series No. 29 (1929), Cmd. 3410.

conclude a new Treaty which shall provide for the continued maintenance and protection in all circumstances of the essential communications of His Britannic Majesty. In case of disagreement in this matter the difference will be submitted to the Council of the League of Nations.

In faith whereof the respective Plenipotentiaries have signed the present Treaty and have affixed thereto their seals.

Done at Baghdad in duplicate this thirtieth day of June, One thousand nine hundred and thirty, of the Christian Era, corresponding to the fourth day of Safar, One thousand three hundred and forty-nine, Hijrah.

(L.S.)

F. H. HUMPHRYS.

(L.S.)

NOURY SAID.

ANNEXURE TO TREATY OF ALLIANCE.

1.

The strength of the forces maintained in 'Iraq by His Britannic Majesty in accordance with the terms of Article 5 of this Treaty shall be determined by His Britannic Majesty from time to time after consultation with His Majesty the King of 'Iraq.

His Britannic Majesty shall maintain forces at Hinaidi for a period of five years after the entry into force of this Treaty in order to enable His Majesty the King of 'Iraq to organise the necessary forces to replace them. By the expiration of that period the said forces of His Britannic Majesty shall have been withdrawn from Hinaidi. It shall be also open to His Britannic Majesty to maintain forces at Mosul for a maximum period of five years from the entry into force of this Treaty. Thereafter it shall be open to His Britannic Majesty to station his forces in the localities mentioned in Article 5 of this Treaty, and His Majesty the King of 'Iraq will grant to His Britannic Majesty for the duration of the Alliance leases of the necessary sites for the accommodation of the forces of His Britannic Majesty in those localities.

2.

Subject to any modifications which the two High Contracting Parties may agree to introduce in the future, the immunities and privileges in jurisdictional and fiscal matters, including freedom from taxation, enjoyed by the British forces in 'Iraq will continue to extend to the forces referred to in Clause 1 above and to such of His Britannic Majesty's forces of all arms as may be in 'Iraq in pursuance of the present Treaty and its annexure or otherwise by agreement between the High Contracting Parties, and the existing provisions of any local legislation affecting the armed forces of

His Britannic Majesty in 'Iraq shall also continue. The 'Iraq Government will take the necessary steps to ensure that the altered conditions will not render the position of the British forces as regards immunities and privileges in any way less favourable than that enjoyed by them at the date of the entry into force of this Treaty.

3.

His Majesty the King of 'Iraq agrees to provide all possible facilities for the movement, training and maintenance of the forces referred to in Clause 1 above and to accord to those forces the same facilities for the use of wireless telegraphy as those enjoyed by them at the date of the entry into force of the present Treaty.

4.

His Majesty the King of 'Iraq undertakes to provide at the request and at the expense of His Britannic Majesty and upon such conditions as may be agreed between the High Contracting Parties special guards from his own forces for the protection of such air bases as may, in accordance with the provisions of this Treaty, be occupied by the forces of His Britannic Majesty, and to secure the enactment of such legislation as may be necessary for the fulfilment of the conditions referred to above.

5.

His Britannic Majesty undertakes to grant whenever they may be required by His Majesty the King of 'Iraq all possible facilities in the following matters, the cost of which will be met by His Majesty the King of 'Iraq.

1. Naval, military and aeronautical instruction of 'Iraqi officers in the United Kingdom.

2. The provision of arms, ammunition, equipment, ships and aeroplanes of the latest available pattern for the forces of His Majesty the King of 'Iraq.

3. The provision of British naval, military and air force officers to serve in an advisory capacity with the forces of His Majesty the King of 'Iraq.

6.

In view of the desirability of identity in training and methods between the 'Iraq and British armies, His Majesty the King of 'Iraq undertakes that, should he deem it necessary to have recourse to foreign military instructors, these shall be chosen from amongst British subjects.

He further undertakes that any personnel of his forces that may be sent abroad for military training will be sent to military schools, colleges and training centres in the territories of His Britannic

Majesty, provided that this shall not prevent him from sending to any other country such personnel as cannot be received in the said institutions and training centres.

He further undertakes that the armament and essential equipment of his forces shall not differ in type from those of the forces of His Britannic Majesty.

7.

His Majesty the King of 'Iraq agrees to afford, when requested to do so by His Britannic Majesty, all possible facilities for the movement of the forces of His Britannic Majesty of all arms in transit across 'Iraq and for the transport and storage of all supplies and equipment that may be required by these forces during their passage across 'Iraq. These facilities shall cover the use of the roads, railways, waterways, ports and aerodromes of 'Iraq, and His Britannic Majesty's ships shall have general permission to visit the Shatt-al-Arab on the understanding that His Majesty the King of 'Iraq is given prior notification of visits to 'Iraq ports.

(Initialled) F. H. H.
N. S.

NOTES EXCHANGED.

I.

The Residency,
Baghdad, dated the 30th June, 1930.

SIR,

I have the honour to inform you, with regard to Article 2 of the Treaty which we have signed to-day, that it is intended that His Britannic Majesty's diplomatic representative at the Court of His Majesty the King of 'Iraq shall have the status of Ambassador.

I have, etc.,

(Signed) F. H. HUMPHRYS

His Excellency Nuri Pasha al Sa'id, C.M.G., D.S.O.,
Prime Minister and Minister for Foreign Affairs, Baghdad.

Ministry of Foreign Affairs,
Baghdad, dated the 30th June, 1930.

SIR,

In reply to your Note of to-day's date I have the honour to inform you that the 'Iraq Government, anxious to mark the satisfaction which the appointment of His Britannic Majesty's representative as the first Ambassador in 'Iraq affords them, intend that his precedence in relation to the representatives of other Powers

shall extend to his successors. The 'Iraq Government also intend that the diplomatic representative of His Majesty the King of 'Iraq at the Court of St. James shall have the status of Minister Plenipotentiary during the currency of this Treaty.

I have, etc.,

(Signed) NOURY SAID.

His Excellency Sir F. H. Humphrys, G.C.V.O., K.C.M.G.,
K.B.E., C.I.E.,

His Britannic Majesty's High Commissioner in 'Iraq.

II.

The Residency,

Baghdad, the 30th June, 1930.

SIR,

In connection with the Treaty signed by us to-day I have the honour to place on record that it has been agreed that all outstanding financial questions, such as those relating to the 'Iraq Railways and the Port of Basra and those which it is necessary to settle for the purpose of the operation of the Treaty and of its Annexure, shall form the subject of a separate agreement⁽³⁾ which shall be concluded as soon as possible and which shall be deemed an integral part of the present Treaty and shall be ratified simultaneously therewith.

I have, etc.,

(Signed) F. H. HUMPHRYS.

His Excellency, Nuri Pasha al Sa'id, C.M.G., D.S.O.,

Prime Minister and Minister for Foreign Affairs, Baghdad.

Ministry of Foreign Affairs.

Baghdad, the 30th June, 1930.

SIR,

In connection with the Treaty signed by us to-day I have the honour to place on record that it has been agreed that all outstanding financial questions, such as those relating to the 'Iraq Railways and the Port of Basra and those which it is necessary to settle for the purpose of the operation of the Treaty and of its Annexure, shall form the subject of a separate agreement⁽³⁾ which shall be

³ See p. 13.

concluded as soon as possible and which shall be deemed an integral part of the present Treaty and shall be ratified simultaneously therewith.

I have, etc.,

(Signed) NOURY SAID.

His Excellency Sir F. H. Humphrys, G.C.V.O., K.C.M.G.,
K.B.E., C.I.E.,

His Britannic Majesty's High Commissioner in 'Iraq.

III.

Ministry of Foreign Affairs,
Baghdad, dated the 30th June, 1930.

SIR,

In connection with the Treaty signed by us to-day I have the honour to inform Your Excellency that in view of the close friendship and alliance between our two countries the 'Iraq Government will normally engage British subjects when in need of the services of foreign officials. Such officials will be selected after consultation between our two Governments. It is understood that this shall not prejudice the freedom of the 'Iraq Government to engage non-British foreign officials for posts for which suitable British subjects are not available.

I have also the honour to inform Your Excellency that nothing in the Treaty which we have signed to-day shall affect the validity of the contracts concluded and in existence between the 'Iraq Government and British officials.

I have, etc.,

(Signed) NOURY SAID.

His Excellency Sir F. H. Humphrys, G.C.V.O., K.C.M.G.,
K.B.E., C.I.E.,

His Britannic Majesty's High Commissioner in 'Iraq.

The Residency,
Baghdad, dated the 30th June, 1930.

SIR,

I have the honour to acknowledge the receipt of Your Excellency's Note of to-day's date regarding the engagement of foreign officials,

and to confirm the statement therein recorded of the understanding which we have reached.

I have, etc.,

(Signed) F. H. HUMPHRYS.

His Excellency, Nuri Pasha al Sa'id, C.M.G., D.S.O.,
Prime Minister and Minister for Foreign Affairs, Baghdad.

IV.

Ministry of Foreign Affairs,
Baghdad, 30th June, 1930.

SIR,

I have the honour to inform Your Excellency that it is the intention of the 'Iraq Government, in view of their desire to improve the efficiency of their land and air forces, to ask for a British Advisory Military Mission, the numbers of which shall be decided before the Treaty comes into force and the conditions of service of which shall be similar to those of the existing Military Mission.

I have, etc.,

(Signed) NOURY SAID.

His Excellency Sir F. H. Humphrys, G.C.V.O., K.C.M.G.,
K.B.E., C.I.E.,

His Britannic Majesty's High Commissioner in 'Iraq.

The Residency,
Baghdad, 30th June, 1930.

SIR,

I have the honour to acknowledge the receipt of your Note of to-day's date on the subject of the British Advisory Military Mission which the 'Iraq Government intend to invite to 'Iraq.

I have, etc.,

(Signed) F. H. HUMPHRYS.

His Excellency, Nuri Pasha al Sa'id, C.M.G., D.S.O.,
Prime Minister and Minister for Foreign Affairs, Baghdad.

Notes exchanged with the 'Iraq Prime Minister embodying the separate agreement on financial questions referred to in the second exchange of Notes appended to the Anglo-'Iraq Treaty of 30th June, 1930.

I.

London,

19th August, 1930.

SIR,

With reference to our conversations in London, I have the honour to propose that the following provisions shall be considered as embodying the separate agreement on all financial questions referred to in the second exchange of Notes between Your Excellency and myself at the time of the signature of the Treaty of Alliance on the 30th June, 1930.

It is understood that the agreement constituted by this note and by Your Excellency's reply thereto shall be included in the instruments of ratification of the Treaty of Alliance and shall become operative on the exchange of ratifications.

1. The Government of the United Kingdom of Great Britain and Northern Ireland shall transfer to the 'Iraq Government, within the period stipulated in Clause 1 of the Annexure to the Treaty of Alliance signed on the 30th of June, 1930, the aerodromes and encampments at Hinaidi and Mosul at present occupied by the Forces of His Britannic Majesty, and the 'Iraq Government shall accept the transfer thereof (less two "A" type steel hangars and the ice plants at Hinaidi and Mosul to be removed by the Government of the United Kingdom) at one-third of the cost price certified as correct by the Air Ministry of the Government of the United Kingdom, of the permanent buildings, plant and structures thereon, no account being taken of the mud buildings which shall be transferred to the 'Iraq Government free of cost. The 'Iraq Government shall pay this sum to the Government of the United Kingdom not later than the date upon which the aforesaid transfer is completed.

During the maximum period stipulated in Clause 1 of the Annexure to the Treaty of Alliance the Forces of His Britannic Majesty shall remain in undisturbed occupation of their present stations of Hinaidi and Mosul and at Shaiba and in the use of their existing emergency landing grounds, and the Government of the United Kingdom shall not be called upon to pay higher rental charges in respect thereof than those at present paid.

2. If upon the withdrawal of the Forces of His Britannic Majesty from Hinaidi and Mosul in accordance with Clause 1 of the Annexure to the Treaty of Alliance, the Government of the United Kingdom should decide to establish a British air base in the neighbourhood of Habbaniya, then the 'Iraq Government shall take all possible steps, at no cost to either Government, to arrange for the construction of a railway to connect such air base with the railway system of 'Iraq.

3. The leases of the sites for air bases to be granted to His Britannic Majesty, in accordance with the provisions of Article 5 of the Treaty of Alliance, shall, in so far as such sites are on waste Government land, be free of all rental charges, and, in so far as they are on non-Government land, every facility shall be given for their acquisition on reasonable terms, such acquisition being effected by the 'Iraq Government at the request and at the cost of the Government of the United Kingdom. The leased lands shall be free of all taxes and rates and the leases shall continue so long as these bases remain in the occupation of the Forces of His Britannic Majesty in accordance with the provisions of the aforesaid Treaty of Alliance or of any extension thereof. On the final termination of the leases of the said sites, or of any one of them, the 'Iraq Government shall either themselves take over the buildings and permanent structures thereon at a fair valuation, having regard to the use to which they have been put, or shall afford such facilities as may reasonably be necessary to enable the Government of the United Kingdom to dispose thereof to the best advantage.

After the expiry of the maximum period stipulated in Clause 1 of the Annexure to the Treaty of Alliance and so long as the said Treaty of Alliance remains in force the Government of the United Kingdom shall not be called upon to pay any charges in respect of the use of any of the existing emergency landing grounds in 'Iraq

4. The following arrangements for the disposal and administration of the 'Iraq railway system shall be carried into effect as soon as possible and in any case within a maximum period of one year from the entry into force of the Treaty of Alliance :—

(a) Legal ownership of the railway system shall be transferred by the Government of the United Kingdom to the 'Iraq Government and registered in the name of the 'Iraq Government, and simultaneously with such transfer full beneficial ownership shall be vested, by lease or otherwise and at a nominal rent and on terms satisfactory to the Government of the United Kingdom, in a special body or corporation having legal personality, to be constituted by a special Statute of the 'Iraq Legislature, the terms of which shall have been agreed by both Governments

(b) The above-mentioned Corporation shall be wholly responsible for the administration and management of the 'Iraq railway system, and, subject to such limitations as may be imposed in the Statute referred to above, shall have sole and exclusive authority to raise new capital by public issue or private loan and to dispose of the revenues of that system.

(c) The capital of the said Corporation shall comprise :—

(1) Rs. 275 Lakhs of Preferred Stock, bearing interest at 6 per cent., such interest being non-cumulative for a period of twenty years from the date of the transfer of the ownership of the system and thereafter cumulative, to be

allotted to the Government of the United Kingdom, of which Rs. 25 Lakhs represents the capitalized value of the debt of the railways to the Government of the United Kingdom on liquidation account ;

(2) Rs. 45.85 Lakhs of similar Preferred Stock, to be allotted to the 'Iraq Government, being an amount equal to the loans which the 'Iraq Government have made to the railways on which interest charges have been waived ; and

(3) Rs. 250 Lakhs of Deferred Stock also to be allotted to the 'Iraq Government.

The 'Iraq Government shall have the option to buy at any time at par the Stock allotted to the Government of the United Kingdom.

(d) The Board of the Corporation shall consist of five Directors of whom two shall be appointed by the Government of the United Kingdom and two by the 'Iraq Government, and the fifth, who shall be the Chairman, shall be appointed by both Governments in agreement. The first Chairman shall be the present Director of the 'Iraq Railways.

(e) The Corporation shall be responsible for raising loan capital required for the reconditioning and development of the 'Iraq railway system, and neither Government shall be under any obligation to guarantee such loan capital either in respect of interest or of capital.

(f) Any loan capital raised by the Corporation for the reconditioning or development of the 'Iraq railway system shall rank before the Stock allotted to the two Governments in accordance with Clause (c) above.

(g) The 'Iraq Government, as owners of the equity of the system, shall accept ultimate responsibility for any liabilities relating thereto, not devolving upon the Corporation, that may subsequently come to light and in consideration thereof the Government of the United Kingdom shall transfer to the 'Iraq Government an amount of Preferred Stock of a nominal value equal to the amount of any irrecoverable disbursements that the 'Iraq Government may have to make in the discharge of any of the aforesaid liabilities, the validity of which may have been established to the satisfaction of the Government of the United Kingdom.

(h) In anticipation of the transfer of the railway system and the establishment of the Corporation, the 'Iraq Government shall forthwith grant three-year contracts, on "Treaty" conditions, to such British railway officials as may be recommended therefor by the Director of the 'Iraq Railways, and shall not terminate any such contracts when granted except

with the agreement of the Government of the United Kingdom. The question of granting these officials contracts of longer duration shall be left for the decision of the corporation when constituted.

5. The property in the port of Basra at present held by the Government of the United Kingdom shall be transferred to the Iraq Government and the port shall be administered by a Port Trust. For this purpose legislation in terms agreed with the Government of the United Kingdom shall be enacted in Iraq for the establishment of a Port Trust having legal personality and such legislation shall not be amended, except by agreement with the Government of the United Kingdom, so long as any part of the debt owing to the Government of the United Kingdom in respect of the port is still outstanding.

Upon the enactment of the above legislation and the establishment of the Port Trust, the property in the port shall be transferred to the Iraq Government in whose name it will then be registered, and, simultaneously with such transfer, full beneficial ownership shall be conferred, by lease, concession or other appropriate instrument, the terms of which shall be subject to the approval of the Government of the United Kingdom, upon the Port Trust for the period during which any part of the debt owing to the Government of the United Kingdom in respect of the port remains outstanding.

I have, etc.,

(Signed) F. H. HUMPHRYS.

His Excellency, Nuri Pasha Al Sa'id, C.M.G., D.S.O.,
Prime Minister and Minister for Foreign Affairs, Iraq.

II.

London,
19th August, 1930.

SIR,

I have the honour to acknowledge the receipt of your note of to-day's date setting out the provisions to be considered as embodying the separate agreement on all financial questions referred to in the second exchange of Notes between Your Excellency and myself at the time of signature of the Treaty of Alliance on the 30th June, 1930, and to confirm that your Note accurately sets out the agreement at which we have arrived.

I have, etc.,

(Signed) NOURY SAID.

His Excellency, Sir F. H. Humphrys, G.C.V.O., K.C.M.G., K.B.E.,
C.I.E.,

His Britannic Majesty's High Commissioner in Iraq.