



Treaty Series No. 38 (1989)

Exchange of Notes

between the Government of the
United Kingdom of Great Britain and Northern Ireland
and the Federal Executive Council of the Assembly
of the Socialist Federal Republic of Yugoslavia,
the Government of Yugoslavia,

concerning Certain Commercial Debts

(The United Kingdom/Yugoslavia Debt Agreement No. 4 (1988))

Belgrade, 11 January 1989

[The Agreement entered into force on 16 June 1989]

*Presented to Parliament
by the Secretary of State for Foreign and Commonwealth Affairs
by Command of Her Majesty
September 1989*

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EXCHANGE OF NOTES
BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT
BRITAIN AND NORTHERN IRELAND AND THE FEDERAL EXECUTIVE
COUNCIL OF THE ASSEMBLY OF THE SOCIALIST FEDERAL REPUBLIC OF
YUGOSLAVIA, THE GOVERNMENT OF YUGOSLAVIA, CONCERNING
CERTAIN COMMERCIAL DEBTS
(THE UNITED KINGDOM/YUGOSLAVIA DEBT AGREEMENT NO. 4 (1988))

No. 1

*Her Majesty's Ambassador at Belgrade to the Director in the Federal Secretariat for Finance
of the Socialist Federal Republic of Yugoslavia*

*British Embassy
Belgrade
11 January 1989*

Sir,

I have the honour to refer to the Agreed Minute on the Consolidation of the Debt of the Socialist Federal Republic of Yugoslavia which was signed in Paris on 13 July 1988 and to inform you that the Government of the United Kingdom of Great Britain and Northern Ireland are prepared to provide debt relief to the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia, the Government of Yugoslavia, on the terms and conditions set out in the attached Annex.

If these terms and conditions are acceptable to the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia, I have the honour to propose that this Note together with its Annex and your reply to that effect, shall constitute an Agreement between the two Governments in this matter which shall be known as "The United Kingdom/Yugoslavia Debt Agreement No. 4 (1988)" and which shall apply provisionally from the date of your reply and shall enter into force definitively on ratification, in accordance with the laws in force in Yugoslavia; it shall remain in force until all amounts due under the attached Annex have been paid.

I have the honour to convey to you the assurance of my highest consideration.

A. M. WOOD

ANNEX

SECTION 1

Definitions and Interpretation

- (1) In this Annex, unless the contrary intention appears:
 - (a) "Agreed Minute" means the Agreed Minute on the Consolidation of the Debt of the Socialist Federal Republic of Yugoslavia which was signed in Paris on 13 July 1988;
 - (b) "the Bank" means Udruzena Beogradska Banka of 2-4 Knez Mihajlova 11000 Beograd, Yugoslavia which has been nominated by the Federal Executive Council to act as its agent and also acts on behalf of the Debtors;
 - (c) "the Consolidation Period" means the period from 1 April 1988 to 30 June 1989 inclusive;
 - (d) "Contract" means a contract, or any agreement supplemental thereto, entered into before 2 December 1982, the parties to which include a Debtor and a Creditor and which is either for the sale of goods and/or services from outside Yugoslavia to a buyer in Yugoslavia, or is in respect of the financing of such a sale, and which in either case granted or allowed credit to the Debtor for a period exceeding one year;
 - (e) "Creditor" means a person or body of persons or corporation resident or carrying on business in the United Kingdom, or any successor in title thereto;

- (f) "Currency of the Debt" means the currency specified in the relevant Contract or in the Previous Agreements as being the currency in which a Debt is to be paid;
 - (g) "Debt" means any debt to which, by virtue of the provisions of Section 2(1), the provisions of this Annex apply;
 - (h) "Debtor" means any organisation of associated labour or business bank carrying on business in Yugoslavia or any successor in title thereto;
 - (i) "the Department" means the Secretary of State of the Government of the United Kingdom acting through the Export Credits Guarantee Department or any other Department of the Government of the United Kingdom which that Government may subsequently nominate for the purpose hereof;
 - (j) "Federal Executive Council" means the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia, the Government of Yugoslavia;
 - (k) "the Government of the United Kingdom" means the Government of the United Kingdom of Great Britain and Northern Ireland;
 - (l) "Maturity" in relation to a Debt specified in Section 2(1)(a) means the due date for repayment under the relevant Previous Agreement, and in relation to a Debt specified in Section 2(1)(b), means the due date for the payment or repayment thereof under the relevant Contract, or on a promissory note or bill of exchange drawn up pursuant thereto;
 - (m) "Previous Agreements" means the Agreements between the Government of the United Kingdom and the Federal Executive Council on Certain Commercial Debts signed on 6 December 1984¹, 7 February 1986² and 29 July 1987³;
 - (n) "Reference Rate" means the arithmetic mean (rounded upwards where necessary to the nearest multiple of 1/16th (one sixteenth) of one per cent) of the rates quoted to the Department at its request by three banks to be agreed between the Department and the Bank at which six-month sterling deposits, in the case of Debts denominated in sterling, and six-month eurodollar deposits, in the case of Debts denominated in US dollars, are offered to those banks by prime banks in the London interbank market at 11am (London time) two business days before the commencement of the relevant interest period in each year;
 - (o) "United Kingdom" means the United Kingdom of Great Britain and Northern Ireland, and for the purposes of Section 1(1)(e) includes the Channel Islands and the Isle of Man.
- (2) All references to interest, excluding contractual interest, shall be to interest accruing from day to day and calculated on the basis of actual days elapsed and a year of 365 days in the case of Debts denominated in sterling and of 360 days in the case of Debts denominated in US dollars.
- (3) Where the context of this Annex so allows, words importing the singular include the plural and vice-versa.
- (4) Unless otherwise indicated, reference to a specified Section shall be construed as a reference to that specified Section of this Annex.
- (5) The headings to the Sections are for ease of reference only.

SECTION 2

The Debt

- (1) The provisions of this Annex shall, subject to the provisions of paragraph (2) of this Section, apply to:
 - (a) 100 per cent of principal or interest payable under any of the Previous Agreements which fell due or will fall due during the Consolidation Period and remains unpaid; and

¹ Treaty Series No. 13 (1985). Cmnd. 9463.

² Treaty Series No. 60 (1986). Cm 13.

³ Treaty Series No. 35 (1988). Cm 384.

- (b) 100 per cent of principal or contractual interest accruing up to Maturity, owed by a Debtor to a Creditor, and which:
- (i) arises under or in relation to a Contract;
 - (ii) fell due or will fall due for payment during the Consolidation Period and remains unpaid;
 - (iii) is guaranteed by the Department as to payment according to the terms of the Contract; and
 - (iv) is not expressed by the terms of the Contract to be payable in Yugoslav dinars.

(2) The Department and the Bank shall, as soon as possible, agree and draw up a list of Debts ("the Debt List") to which, by virtue of the provisions of this Section, this Annex applies. The Debt List may be reviewed from time to time at the request of the Department or of the Bank, but may not be added to or amended without the agreement of both the Department and the Bank. Delay in the completion of the Debt List shall neither prevent nor delay the implementation of the other provisions of this Annex.

(3) The provisions of this Annex shall not apply to any amount payable upon, or as a condition of, the formation of the Contract, or as a condition of the cancellation or termination of the Contract.

SECTION 3 Payments under the Previous Agreements

The provisions of the Previous Agreements in so far as they relate to the payment of any Debt shall cease to apply upon entry into force of this Annex.

SECTION 4 Transfer Scheme

The Bank shall pay to the Department, in accordance with the provisions of Section 6(1), 100 per cent of each Debt by eight equal and consecutive half-yearly instalments commencing on 15 May 1995.

SECTION 5 Interest

(1) Interest shall be deemed to have accrued and shall accrue on the unpaid portion of each Debt during, and shall be payable in respect of, the period from Maturity until the settlement of that Debt by payment to the Department in accordance with Section 4.

(2) The Bank shall pay to the Department in accordance with the provisions of Section 6(1) and of this Section interest on each Debt to the extent that it has not been settled by payment to the Department in the United Kingdom pursuant to Section 4. Such interest shall be payable to the Department half-yearly on 15 May and 15 November each year commencing on 15 November 1988.

(3) If any amount of interest payable in accordance with the provisions of paragraph (2) of this Section is not paid on the due date for payment thereof, the Bank shall pay to the Department interest on such amount of overdue interest. Such additional interest shall accrue from day to day from the due date for payment thereof in accordance with the provisions of paragraph (2) of this Section to the date of receipt of the payment by the Department, and shall be due and payable without further notice or demand of any kind.

(4) All interest payable in accordance with the provisions of this Section shall be paid at the rate of 0.5 per cent above the Reference Rate applicable to each six-monthly interest period commencing from the Maturity of the Debt concerned.

SECTION 6

Payments to the Department

(1) As and when payments become due under the terms of Sections 4 and 5, the Bank shall arrange for the necessary amounts, without deduction for taxes, fees, other public charges or any other costs accruing inside Yugoslavia, to be paid in the Currency of the Debt to the Department in the United Kingdom to an account details of which shall be notified by the Department to the Bank. In this respect the Department shall be regarded as acting as agent for each Creditor concerned.

(2) The Bank shall give the Department full particulars of the Debts and/or interest to which the transfers relate.

SECTION 7

Exchange of Information

The Department and the Bank shall exchange all information required for the implementation of this Annex.

SECTION 8

Other Debt Settlements

(1) The Federal Executive Council undertakes to comply with the conditions of Article III, paragraphs 1, 2, 3 and 7, of the Agreed Minute and agrees to accord to the Government of the United Kingdom terms no less favourable than those agreed with any other creditor country, notwithstanding any provision of this Annex to the contrary.

(2) The provisions of paragraph (1) of this Section shall not apply to matters relating to the payment of interest determined by Section 5.

SECTION 9

Preservation of Rights and Obligations

This Annex and its implementation shall not affect the rights and obligations of any Creditor or Debtor under a Contract, other than those rights and obligations in respect of which the Government of the United Kingdom and the Federal Executive Council are authorised to act respectively on behalf of, and to bind, such Creditor and Debtor.

SECTION 10

Goodwill Clause

The Government of the United Kingdom acknowledges its commitment to Article IV, paragraph 5, of the Agreed Minute.

The Director in the Federal Secretariat for Finance of the Socialist Federal Republic of Yugoslavia to Her Majesty's Ambassador at Belgrade

*Belgrade
11 January 1989*

Vaša Ekselencijo,

Imam čast da potvrdim prijem Note Vaše Ekselencije od 11. januara 1989. godine koja glasi kako sledi:

“Gospodine,

Čast mi je da se pozovem na Usaglašeni zapisnik o konsolidaciji duga Socijalističke Federativne Republike Jugoslavije koji je potpisana u Parizu 13. jula 1988. godine i da Vas obavestim da je Vlada Ujedinjenog Kraljevstva Velike Britanije i Severne Irske spremna da obezbedi Saveznom izvršnom veću Skupštine Socijalističke Federativne Republike Jugoslavije, Vladi Jugoslavije, olakšanje tereta dugova u otplati duga prema uslovima i rokovima navedenim u priloženom Aneksu.

Ukoliko su ti uslovi i rokovi prihvatljivi za Savezno izvršno veće Skupštine Socijalističke Federativne Republike Jugoslavije, čast mi je da predložim da ova Nota zajedno sa njenim Aneksom i vašim odgovorom na istu predstavlja Sporazum izmedju dve vlade o ovom pitanju, a koji će se zvati “Sporazum o dugu Velika Britanija/Jugoslavija br. 4 (1988)” i koji će se provizorno primenjivati od dana vašeg odgovora, a koji će konačno stupiti na snagu po ratifikaciji shodno važećim zakonima u Jugoslaviji; ostaće na snazi dok se ne otplate svi prispevi iznosni prema priloženom Aneksu.

Čast mi je da Vam uputim izraze mog najdubljeg poštovanja.

A. M. WOOD

Aneks

ODELJAK 1

Definicije i tumačenje

- (1) U ovom Aneksu sem u slučaju suprotne namere:
 - (a) “Usaglašeni zapisnik” znači Usaglašeni zapisnik o konsolidaciji duga Socijalističke Federativne Republike Jugoslavije koji je potpisana u Parizu, 13. jula 1988.;
 - (b) “Banka” znači Udružena beogradska banka, 2-4 Knez Mihajlova, 11000 Beograd, Jugoslavija koju je Savezno izvršno veće imenovalo kao svog zastupnika i kao zastupnika dužnika;
 - (c) Period konsolidacije znači period od 1. aprila 1988. do 30. juna 1989. zaključno;
 - (d) “Ugovor” znači ugovor ili bilo koji sporazum kojim se isti dopunjaje, a koji je sklopljen pre 2. decembra 1982., a medju cijim su učesnicima Dužnik i Poverilac i koji se odnosi bilo na prodaju robe i/ili usluga koje potiču izvan Jugoslavije kupcu u Jugoslaviji bilo na finansiranje takve prodaje i kojim se u oba slučaja odobrava ili omogućava kredit Dužniku za period duži od godinu dana;
 - (e) “Poverilac” znači lice ili grupa lica ili korporacija sa stalnim sedištem ili mestom poslovanja u Ujedinjenom Kraljevstvu, ili naslednicima tih titula;
 - (f) “Valuta duga” znači vrstu valute koja je navedena u odnosnom Ugovoru ili u Prethodnim sporazumima kao valuta u kojoj će se dug platiti;
 - (g) “Dug” znači svaki dug na koji se, prema odredbama Odeljka 2(1), odnose odredbe ovog Aneksa;
 - (h) “Dužnik” znači svaka organizacija udruženog rada ili poslovna banka koja postoji u Jugoslaviji ili svaki naslednik te titule;
 - (i) “Agencija” znači Državni sekretar Vlade Ujedinjenog Kraljevstva koji deluje preko Agencija za garantovanje izvoznih kredita ili neke druge Agenciju Vlade Ujedinjenog Kraljevstva koga Vlada može naknadno da imenuje u tu svrhu;

- (j) "Savezno izvršno veće" znači Savezno isvršno veće Skupštine Socijalističke Federativne Republike Jugoslavije, Vlada Jugoslavije;
 - (k) "Vlada Ujedinjenog Kraljevstva" znači Vlada Ujedinjenog Kraljevstva Velike Britanije i Severne Irske;
 - (l) "Dospeće" u odnosu na dug koji je konkretno naveden u Odeljku 2(1)(a) znači datum kada dug dospeva za otplatu prema odnosnom prethodnom Sporazumu, a u odnosu na dug koji je konkretno naveden u Odeljku 2(1)(b) znači datum kada dug dospeva za plaćanje ili otplatu prema relevantnom Ugovoru ili na solo menici ili vučenoj menici sastavljenoj na toj osnovi;
 - (m) "Prethodni sporazumi" znači Sporazumi izmedju Vlade Ujedinjenog Kraljevstva i Saveznog izvršnog veća o odredjenim komercijalnim dugovima koji su potpisani 6. decembra 1984, 7. februara 1986. i 29. jula 1987.;
 - (n) "Referentna stopa" znači aritmetička sredina (zaokružena naviše ako je potrebno do najbliže 1/16 (jedne šesnaestine od jedan posto) stopa navedenih Agenciji na njen zahtev od strane tri banke o kojima se dogovore Agencija i Banka i to stopa po kojima se šestomesečni depoziti u funtama sterling u slučaju Dugova izraženih u sterlingu i šestomesečni depoziti u evrodolarima u slučaju Dugova izraženih u US dolarima, nude tim bankama od strane primarnih banaka na londonskom medjubankarskom tržištu u 11 sati (londonско vreme) dva radna dana pre početka relevantnog kamatnog perioda svake godine;
 - (o) "Ujedinjeno Kraljevstvo" znači Ujedinjeno Kraljevstvo Velike Britanije i Severne Irske i za potrebe Odeljka 1(1)(e) uključuje Ostrva Čanel i Ostrvo Men.
- (2) Svako pominjanje kamate osim ugovorne kamate, odnosiće se na kamatu koja kumulira svakodnevno, a koja se računa na osnovu stvarno proteklih dana i godina od 365 dana u slučaju dugova izraženih u sterlingu i od 360 dana u slučaju dugova izraženih u US dolarima.
- (3) Kada to kontekst ovog Aneksa dozvoljava, reči u jednini obuhvataju množinu i obrnuto.
- (4) Sem ukoliko nije drugačije naznačeno, pozivanje na odredjeni Odeljak tumačiće se pozivanjem na odredjeni Odeljak ovog Aneksa.
- (5) Naslovi Odeljka služe samo radi lakšeg snalaženja.

ODELJAK 2

Dug

- (1) Odredbe ovog Aneksa, shodno odredbama stava (2) ovog Odeljka odnosiće se na:
 - (a) 100% glavnice ili kamate koji je dospeo ili će dospeti, po sonovu bilo kog prethodnog Sporazuma, za vreme Perioda konsolidacije i koji je neotplaćen; i
 - (b) 100% glavnice ili ugovorene kamate, koja je narasla do dana dospeća, a koju Dužnik duguje Poveriocu i koja:
 - (i) nastaje prema ili u odnosu na neki Ugovor;
 - (ii) je dospela ili će dospeti za plaćanje za vreme Perioda konsolidacije, a i dalje je neotplaćena;
 - (iii) koju garantuje Agencija da će biti plaćena prema uslovima Ugovora; i
 - (iv) za koju nije rečeno u uslovima Ugovora da je plativa u jugoslovenskim dinarima.
- (2) Agencija i Banka će se, što je moguće pre, dogоворити i sastaviti Spisak dugova ("Spisak dugova") na koje se prema odredbama ovog Odeljka, ovaj Aneks odnosi. Spisak dugova se može s vremena na vreme revidirati na zahtev Agencije ili Banke ali na njemu se ne mogu vršiti izmene bez saglasnosti i Agencije i Banke. Zatoj u dovršenju Spiska dugova neće ni sprečiti ni odložiti sprovodenje ostalih odredbi ovog Aneksa.
- (3) Odredbe ovog Aneksa neće se odnositi na bilo koji iznos koji je plativ po sastavljanju ili uslovljen sastavljanjem Ugovora ili otkazivanjem ili okončanjem Ugovora.

ODELJAK 3

Plaćanje prema ranijim Sporazumima

Odredbe ranijih Sporazuma koje se odnose na plaćanje bilo kog duga prestaće da važe po stupanju na snagu ovog Aneksa.

ODELJAK 4

Plan Transfera

Banka će platiti Agenciji, shodno odredbama Odeljka 6(1), 100% svakog duga u osam jednakih i uzastopnih polugodišnjih rata, počev od 15. maja 1995.

ODELJAK 5

Kamata

(1) Smatraće se da je kamata narasla i da će narasti na neplaćeni deo svakog duga u toku perioda od dospeća do izmirenja tog duga plaćanjem Agenciji u skladu sa Odeljkom 4. i biće plativa u odnosu na taj period.

(2) Banka će plaćati Agenciji, u skladu sa odredbama Odeljka 6(1) i ovog Odeljka kamatu na svaki dug u meri u kojoj nije bilo izmiren plaćanjem Agenciji u Ujedinjenom Kraljevstvu u skladu sa Odeljkom 4. Takva kamata plaćaće se Agenciji polugodišnje 15. maja i 15. novembra svake godine počev od 15. novembra 1988.

(3) Ako bilo koji iznos kamate plative shodno odredbama paragrafa (2) ovog Odeljka ne bude plaćen na datum dospeća plaćanja istog, banka će platiti Agenciji kamatu na takav iznos zadocnle kamate. Takva dodatna kamata će teći od dana do dana od datuma dospeća plaćanja iste u skladu sa odredbama paragrafa (2) ovog Odeljka do datuma kada Agencija primi uplatu, a dospevaće i biće plativa bez daljeg obaveštenja ili zahteva bilo koje vrste.

(4) Sva kamata plativa shodno odredbama ovog Odeljka plaćaće se po stopi od 0,5% iznad referentne stope primenljive na svaki šestomesečni kamatni period počev od dospeća duga u pitanju.

ODELJAK 6

Plaćanje Agenciji

(1) Kako i kada budu dospevala plaćanja shodno uslovima Odeljka 4 i 5. Banka će urediti da potrebni iznosi bez odbijanja poreza, provizija, drugih javnih dažbina ili bilo kojih drugih troškova koji nastaju u Jugoslaviji budu plaćeni u valuti duga Agenciji u Ujedinjenom Kraljevstvu na račun o čijim pojedinostima će Agencija obavestiti Banku. U ovom smislu smatraće se da Agencija deluje kao zastupnik za svakog poverioca u pitanju.

(2) Banka će dati Agenciji sve pojedinosti o dugovima odnosno kamati na koje se transferi odnose.

ODELJAK 7

Razmena Informacija

Agencija i Banka će razmeniti sve informacije potrebne za sprovodjenje ovog Aneksa.

ODELJAK 8

Izmirenje Drugih Dugova

(1) Savezno izvršno veće se obavezuje da poštije uslove člana III paragrafa 1, 2, 3. i 7. Usaglašenog zapisnika i saglasno je da pruži Vladi Ujedinjenog Kraljevstva uslove ne manje povoljne od onih dogovorenih sa bilo kojom drugom zemljom poveriocem, bez obzira na bilo koju odredbu ovog Aneksa koja je s tim u suprotnosti.

(2) Odredbe paragrafa (1) ovog Odeljka neće se primenjivati na pitanja vezana za plaćanje kamate utvrđjene Odeljkom 5.

ODELJAK 9

Zaštita Prava I Obaveza

Ovaj Aneks i njegovo sprovodjenje neće uticati na prava i obaveze bilo kog poverioca ili dužnika shodno odgovarajućem ugovoru, osim onih prava i obaveza takvih poverilaca i dužnika u čije ime su Vlada Ujedinjenog Kraljevstva i Savezno izvršno veće ovlašćeni da deluju i da ih obavezuju.

ODELJAK 10

Klaузula O Dobroj Volji

Vlada Ujedinjenog Kraljevstva priznaje da ovim prihvata uslove Člana IV. paragraf 5, Usaglašenog zapisnika.

Imam čast da potvrdim da su uslovi izloženi u Aneksu Vaše Note prihvatljivi za Savezno izvršno veće Skupštine Socijalističke Federativne Republike Jugoslavije, Vladu Jugoslavije, i da će Vaša Nota sa njenim Aneksem i ovim odgovorom predstavljati Sporazum između naše dve vlade po ovom pitanju koji će biti poznat kao "Sporazum o dugu br. 4 (1988) između Ujedinjenog Kraljevstva/Jugoslavije" i koji će se primenjivati privremeno od danas, a stupiti na snagu definitivno po ratifikaciji u skladu sa zakonima na snazi u Jugoslaviji; ostaće na snazi dok svi iznosi koji dospevaju shodno Aneksu na Vašu Notu ne budu plaćeni.

Imam čast da Vašoj Ekselenciji izrazim svoje najdublje poštovanje.

NIKOLA JELIĆ
NACELNIK U SAVEZNOM
SEKRETARIJATU ZA
FINANSIJE

[Translation of No. 2]

Your Excellency,

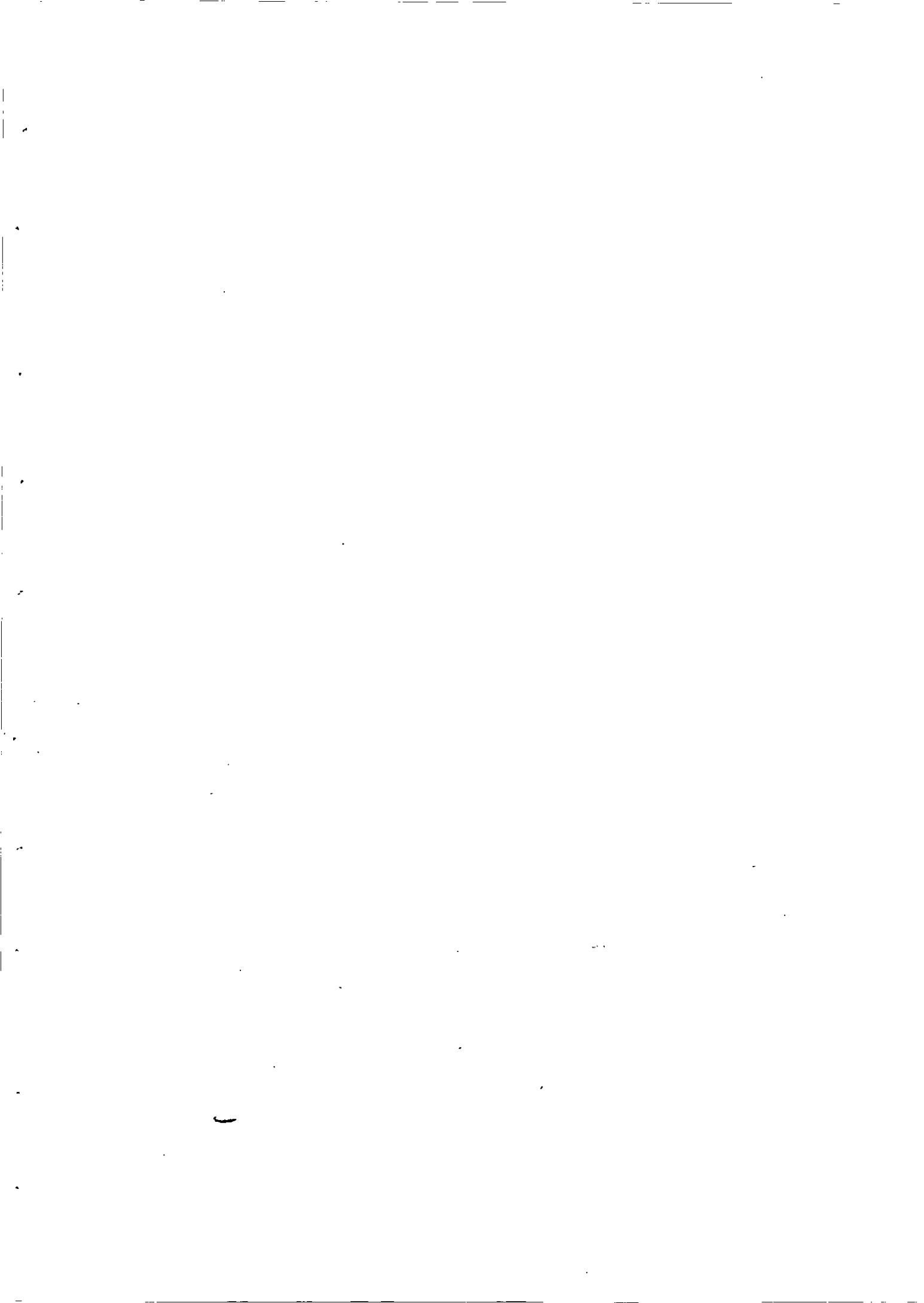
I have the honour to acknowledge receipt of Your Excellency's Note of 11 January 1989 which reads as follows:

[As in No. 1]

I have the honour to confirm that the terms and conditions set out in the Annex to your Note are acceptable to the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia, the Government of Yugoslavia, and that your Note together with its Annex and this reply, shall constitute an Agreement between our two Governments in this matter which shall be known as 'The United Kingdom/Yugoslavia Debt Agreement No. 4 (1988)' and which shall apply provisionally from today and shall enter into force definitively on ratification, in accordance with the laws in force in Yugoslavia; it shall remain in force until all amounts due under the Annex to your Note have been paid.

I have the honour to convey to Your excellency the assurance of my highest consideration.

N JELIC
DIRECTOR IN THE
FEDERAL SECRETARIAT
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