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تحتوي النسخة الإلكترونية على معلومات إضافية ونصوص وصور بدقة عالية تسمح بإمكانية تكبيرها ومطالعتها بسهولة.

"تأثير إلغاء الحكومة الفارسية لامتياز شركة النفط الأنجلو-فارسية على سوق النفط في البحرين (B/8 ملف 39/2 1)"

المكتبة البريطانية: أوراق خاصة وسجلات من مكتب الهند

IOR/R/15/2/873

٠٥ ديسمبر ١٩٣٢-١٥ مايو ١٩٣٣ (ميلادي)

الإنجليزية و الفرنسية في اللاتينية

ملف واحد (٣٨ ورقة)

غير معروف

المؤسسة المالكة

المرجع

التاريخ/ التواريخ

لغة الكتابة

الحجم والشكل

حق النشر



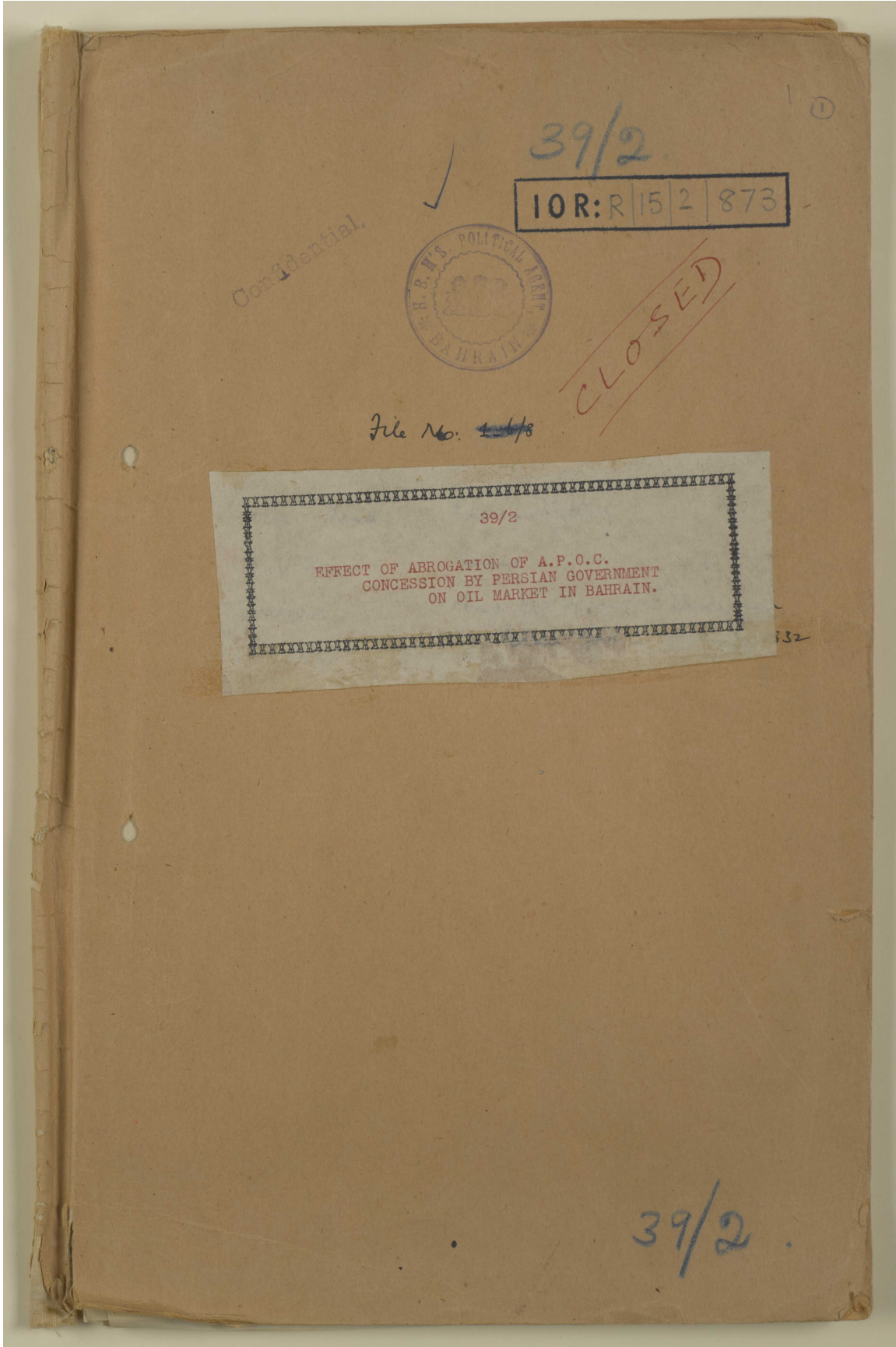
حول هذا السجل

يحتوي الملف على رسالة من مستشار حكومة البحرين ورسالة من شركة النفط الأنجلو-فارسية بشأن  
الوضع في البحرين بعد النزاع بين بريطانيا وبلاد فارس نتيجة إلغاء امتياز دارسي لسنة ١٩٠١  
(انظر IOR/R/15/1/636).

يتضمن الملف كذلك مقتطفات من مراسلات، تقارير، ونشرات سابقة من شركة النفط الأنجلو-فارسية،  
ونسخة عن اتفاقية ١٩٣٣ بين الحكومة الإمبراطورية لبلاد فارس وشركة النفط الأنجلو-فارسية،  
باللغتين الفرنسية والإنجليزية.

يتضمن الملف أيضاً نسخاً عن مقالات صحفية حول هذا الموضوع، من صحيفة ذي تايمز.

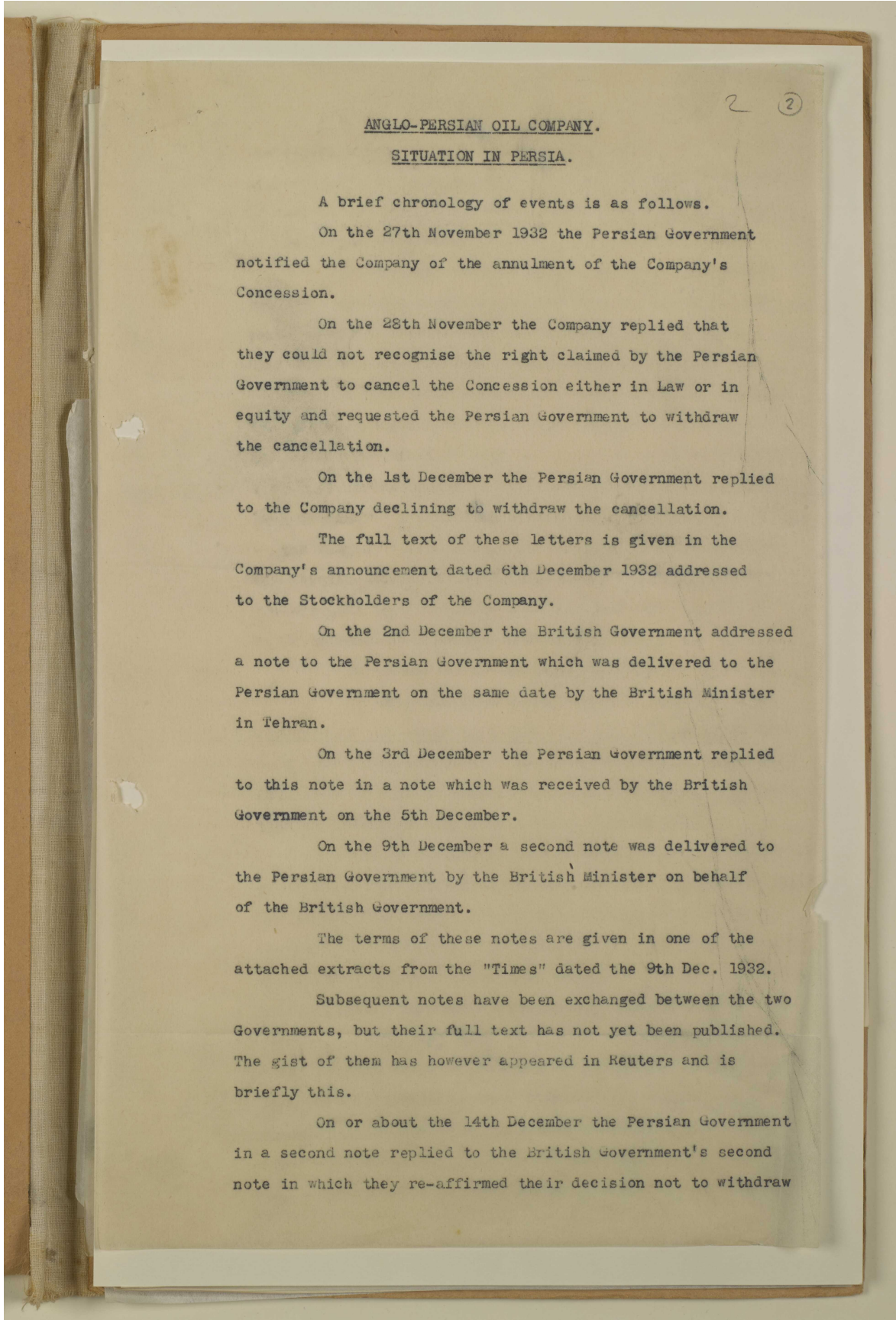
"ملف 39/2 (B/8 1) تأثير إلغاء الحكومة الفارسية لامتياز شركة النفط  
الأنجلو-فارسية على سوق النفط في البحرين" [أمامي] (٨٠/١)



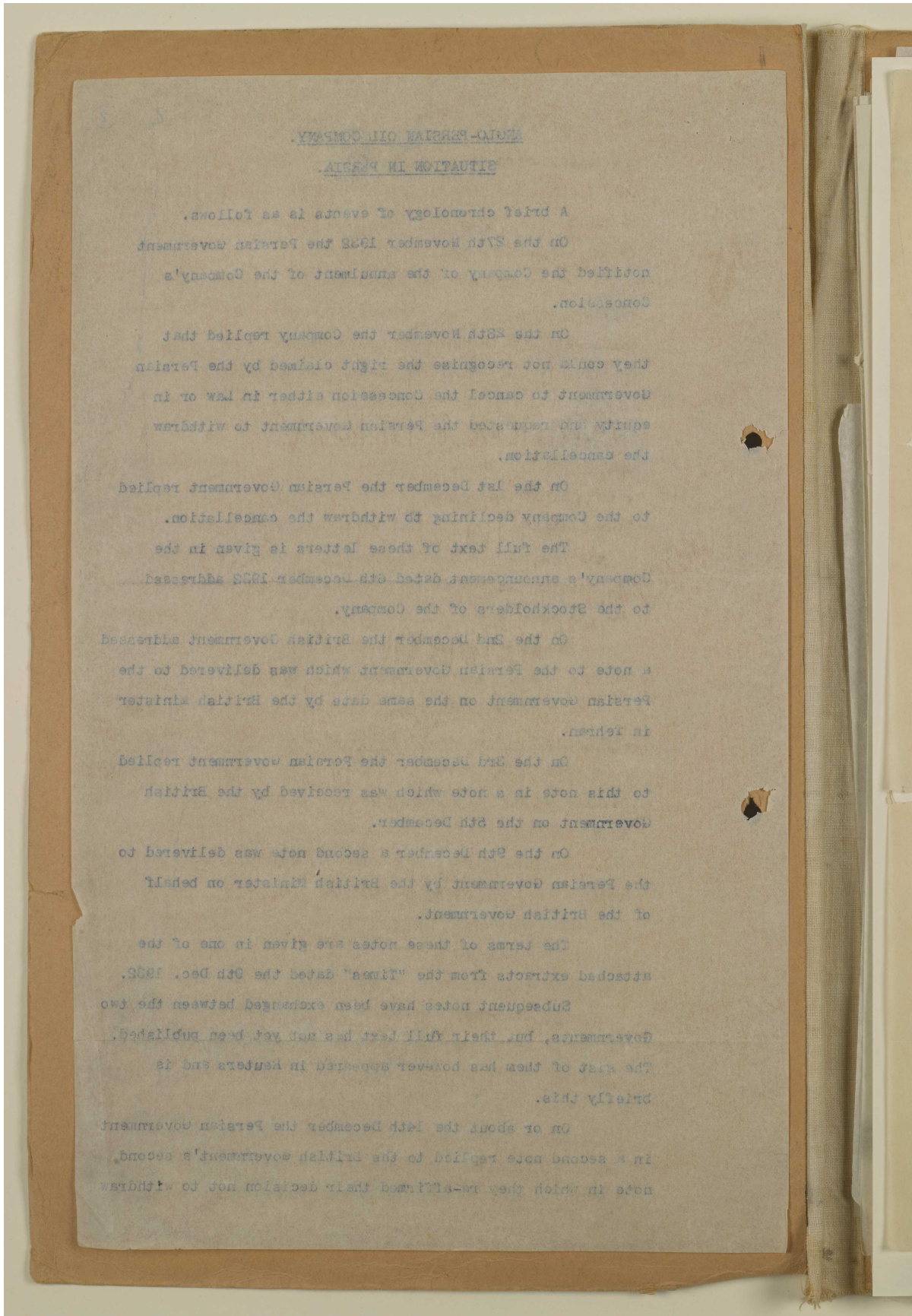
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"ملف 39/2 (B/8 1) تأثير إلغاء الحكومة الفارسية لامتياز شركة النفط  
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الأتجلو-فارسية على سوق النفط في البحرين" [ظ٢] (٨٠/٤)



"ملف 39/2 (B/8 1) تأثير إلغاء الحكومة الفارسية لامتياز شركة النفط  
الأتجلو-فارسية على سوق النفط في البحرين" [3] (80/5)

(2)

3

3

the cancellation of the Concession and stated that they did not consider the International Court at the Hague competent to examine the dispute. They declared their right to appeal to the League of Nations.

On or about the same date the British Government replied agreeing that the dispute between the two Governments should be referred to the Council of the League of Nations instead of to the International Court at the Hague.

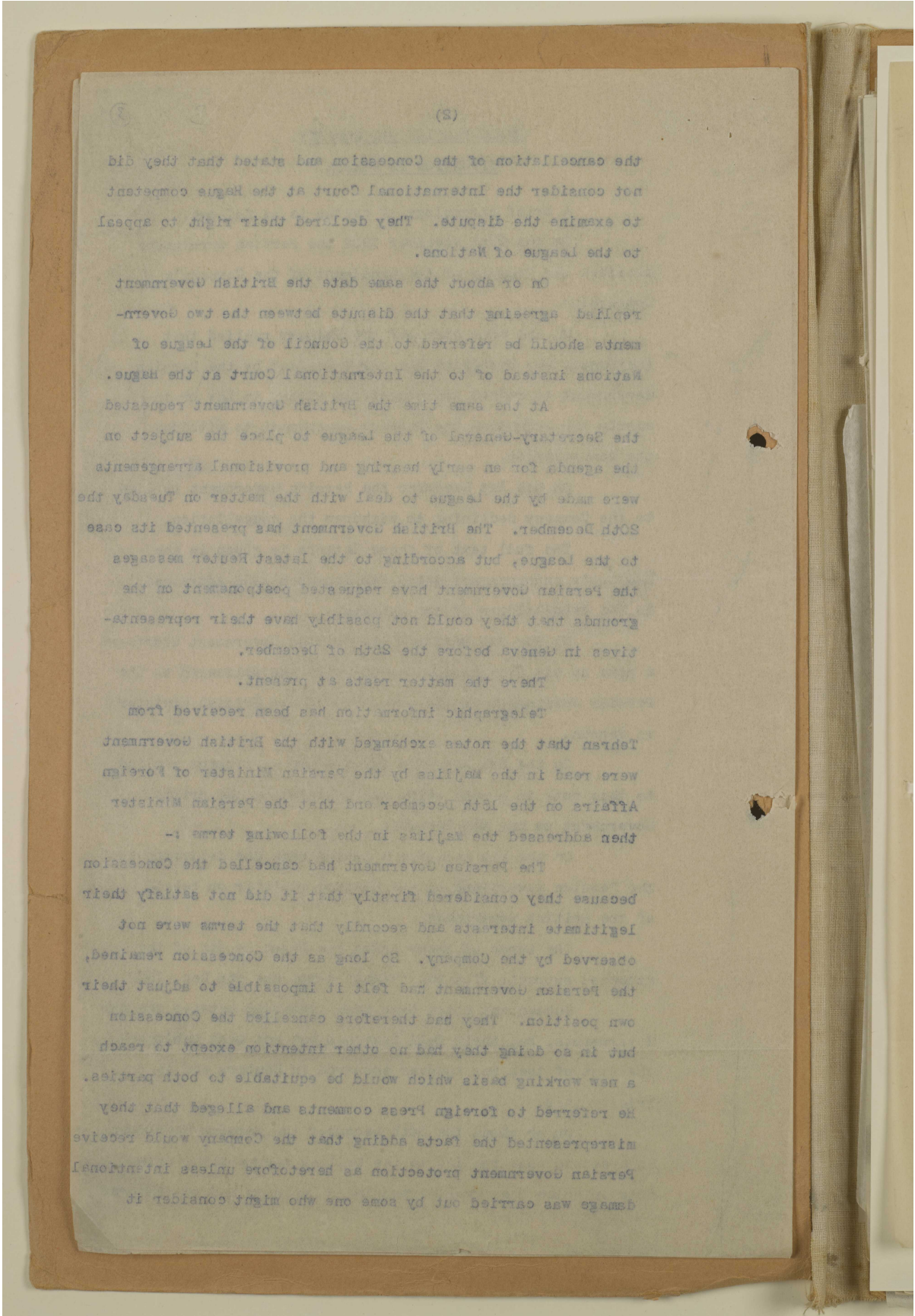
At the same time the British Government requested the Secretary-General of the League to place the subject on the agenda for an early hearing and provisional arrangements were made by the League to deal with the matter on Tuesday the 20th December. The British Government has presented its case to the League, but according to the latest Reuter messages the Persian Government have requested postponement on the grounds that they could not possibly have their representatives in Geneva before the 25th of December.

There the matter rests at present.

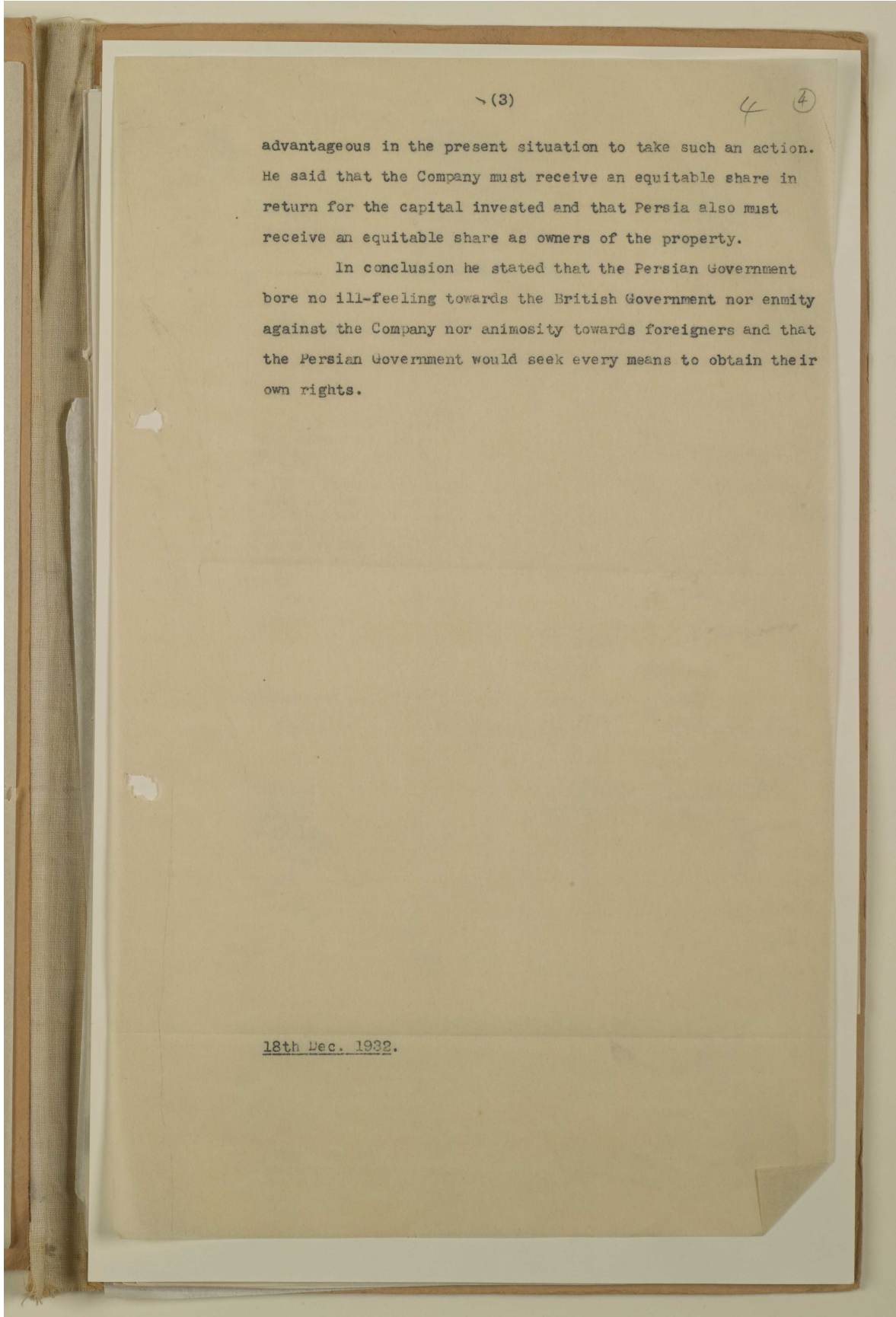
Telegraphic information has been received from Tehran that the notes exchanged with the British Government were read in the Majliss by the Persian Minister of Foreign Affairs on the 15th December and that the Persian Minister then addressed the Majliss in the following terms :-

The Persian Government had cancelled the Concession because they considered firstly that it did not satisfy their legitimate interests and secondly that the terms were not observed by the Company. So long as the Concession remained, the Persian Government had felt it impossible to adjust their own position. They had therefore cancelled the Concession but in so doing they had no other intention except to reach a new working basis which would be equitable to both parties. He referred to foreign Press comments and alleged that they misrepresented the facts adding that the Company would receive Persian Government protection as heretofore unless intentional damage was carried out by some one who might consider it

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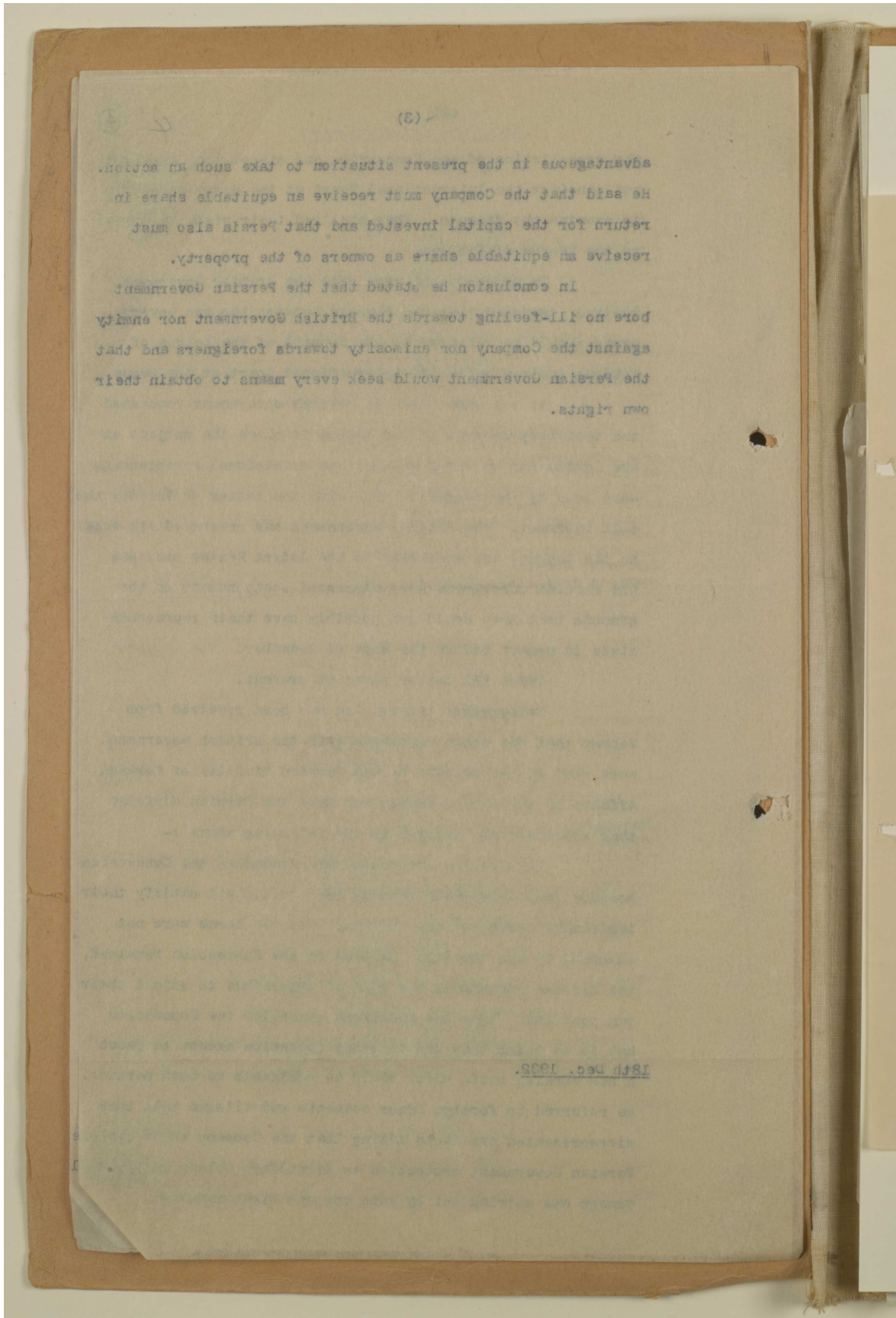


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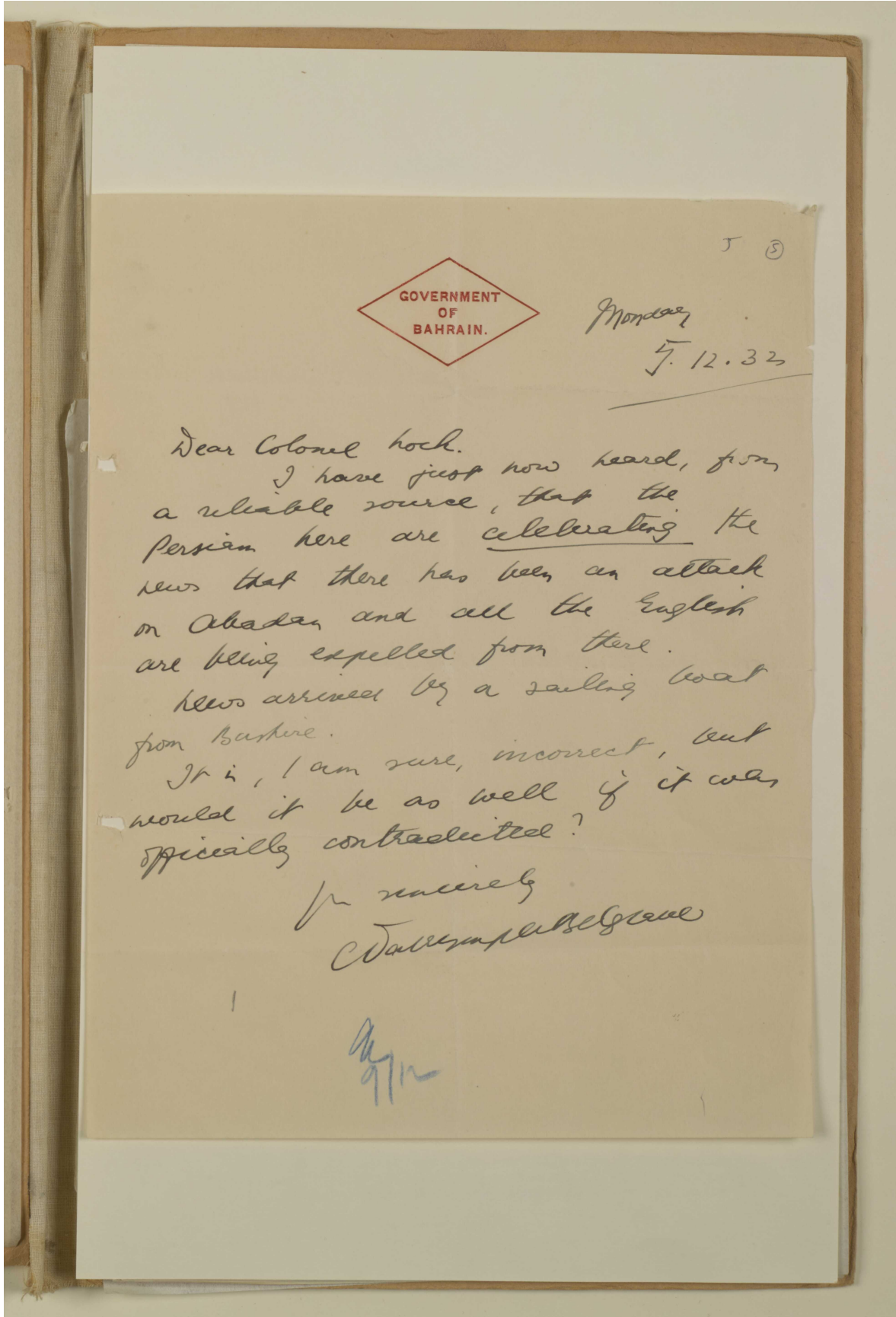




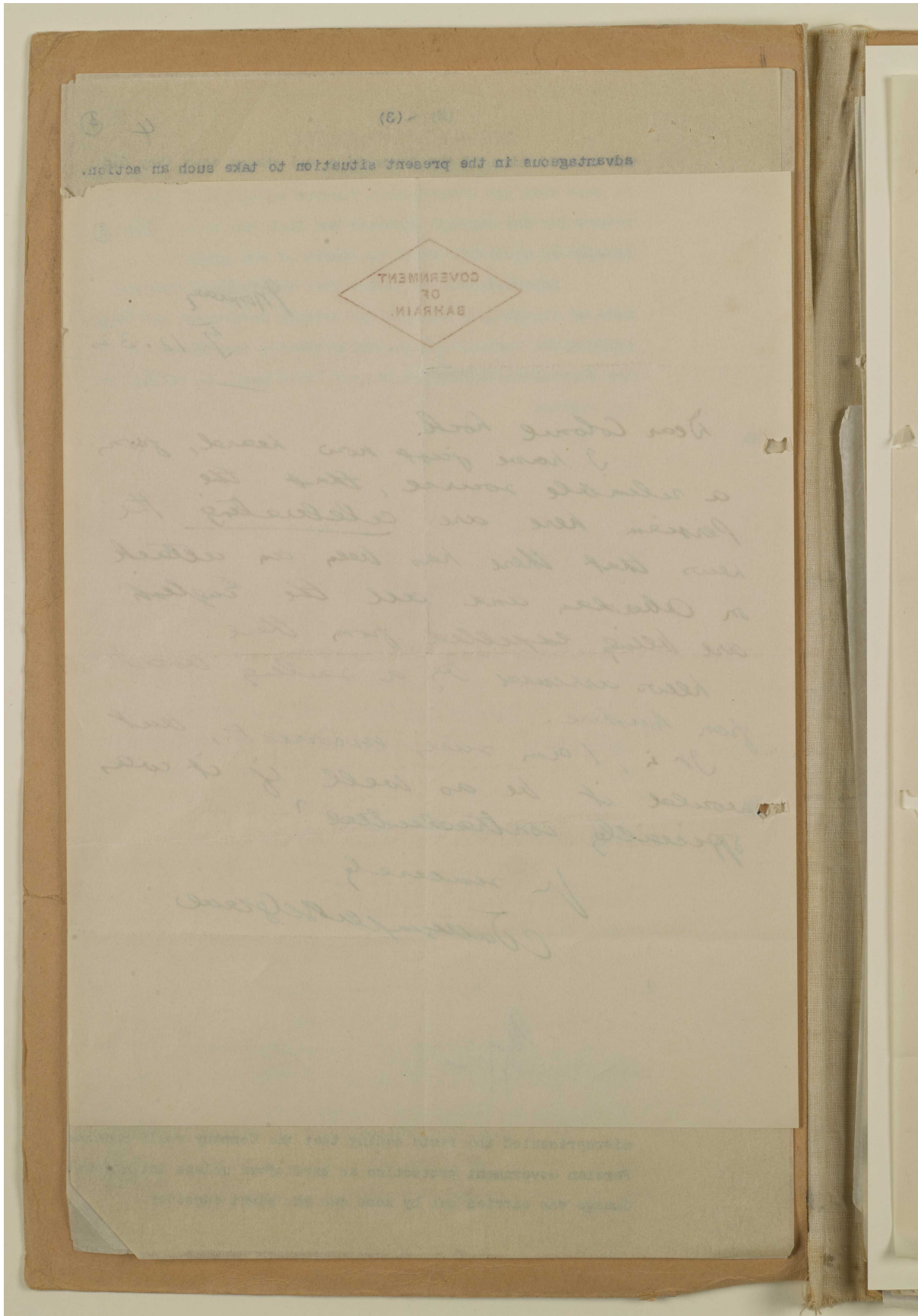
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الأتجلو-فارسية على سوق النفط في البحرين" [٤:ظ] (٨٠/٨)



"ملف 39/2 (B/8 1) تأثير إلغاء الحكومة الفارسية لامتياز شركة النفط  
الأتجولو-فارسية على سوق النفط في البحرين" [٥٥] (٨٠/٩)



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الأنجلو-فارسية على سوق النفط في البحرين" [٥ظ] (٨٠/١٠)



"ملف 39/2 (B/8 1) تأثير إلغاء الحكومة الفارسية لامتياز شركة النفط  
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EXTRACTS

29th Novr. 1932

Tehran. Persian Govt. officially notified Anglo-Persian Oil Co. of annulment of Darcy concession but were willing to consider fresh terms. Concession was granted for 60 years in 1901.

6th Decr. 1932

Action of Persian Government in cancelling Anglo-Persian Oil Company's concession on November twentyseventh was subject of several questions in Parliament. Undersecretary for Foreign Affairs Anthony Eden replying said British Government was fully aware of all circumstances including fact that concession was definitely granted for period of sixty years from 1901 and contains no provision for cancellation. On December second British Minister Tehran under instructions made strongest representations to Persian Government emphasising very serious view held by British Government and adding that while they still hoped matter might be amicably settled British Government would not hesitate in case of need to take all legitimate measures to protect their just and indisputable interests. Persian Government were at same time informed that British Government will not tolerate any damage to Company's interests or interference with their premises or business activities in Persia.

7th Decr. 1932

British Govt. have now received Persian reply to recent note protesting against cancellation of Anglo-Persian Oil Concession.

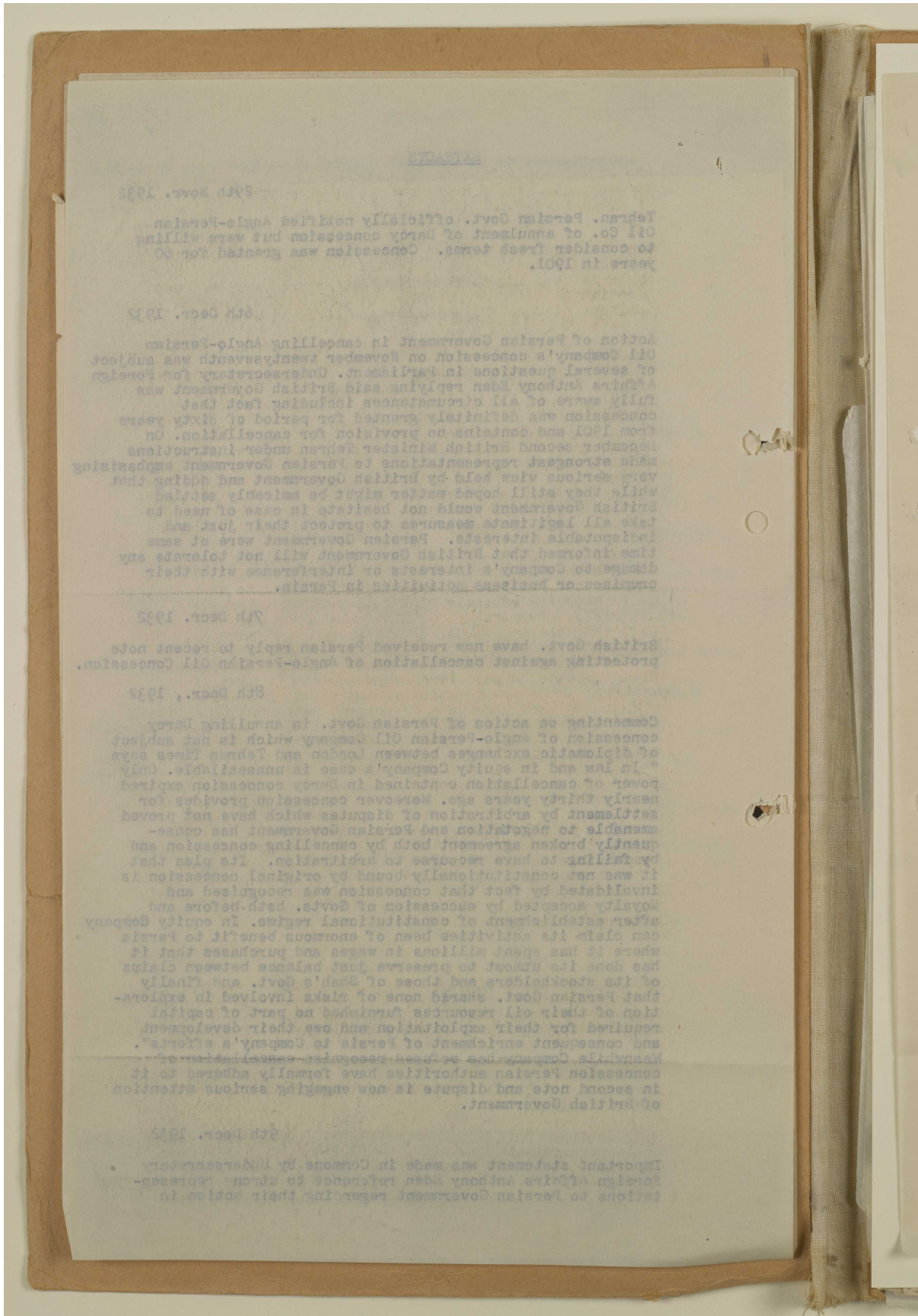
8th Decr., 1932

Commenting on action of Persian Govt. in annulling Darcy concession of Anglo-Persian Oil Company which is not subject of diplomatic exchanges between London and Tehran Times says " In law and in equity Company's case is unassailable. Only power of cancellation contained in Darcy concession expired nearly thirty years ago. Moreover concession provides for settlement by arbitration of disputes which have not proved amenable to negotiation and Persian Government has consequently broken agreement both by cancelling concession and by failing to have recourse to arbitration. Its plea that it was not constitutionally bound by original concession is invalidated by fact that concession was recognised and Royalty accepted by succession of Govts. both before and after establishment of constitutional regime. In equity Company can claim its activities been of enormous benefit to Persia where it has spent millions in wages and purchases that it has done its utmost to preserve just balance between claims of its stockholders and those of Shah's Govt. and finally that Persian Govt. shared none of risks involved in exploration of their oil resources furnished no part of capital required for their exploitation and owe their development and consequent enrichment of Persia to Company's efforts". Meanwhile Company has refused recognise cancellation of concession Persian authorities have formally adhered to it in second note and dispute is now engaging serious attention of British Government.

9th Decr. 1932

Important statement was made in Commons by Undersecretary Foreign Affairs Anthony Eden reference to strong representations to Persian Government regarding their action in

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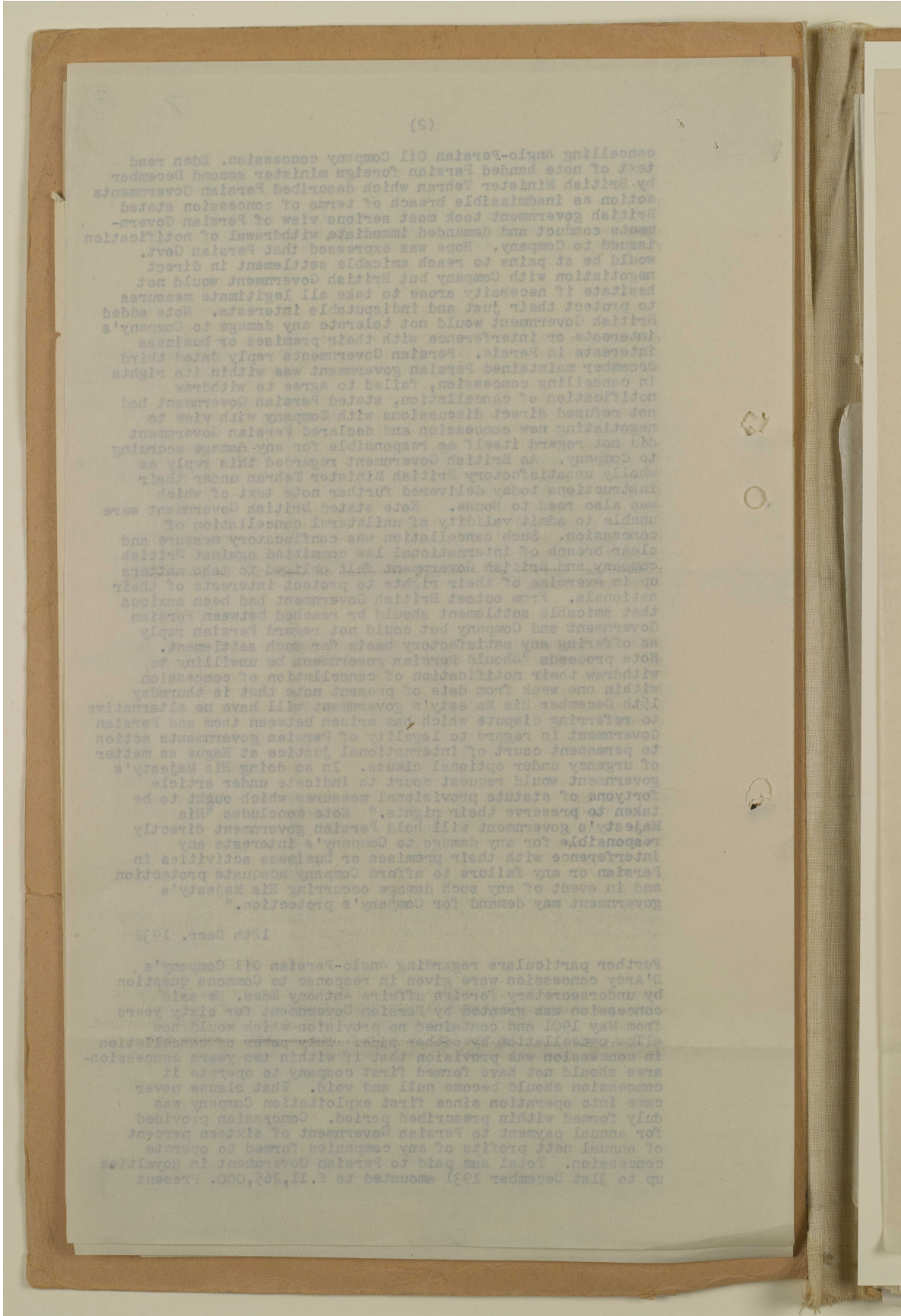
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cancelling Anglo-Persian Oil Company concession. Eden read text of note handed Persian foreign minister second December by British Minister Tehran which described Persian Governments action as inadmissible breach of terms of concession stated British government took most serious view of Persian Governments conduct and demanded immediate withdrawal of notification issued to Company. Hope was expressed that Persian Govt. would be at pains to reach amicable settlement in direct negotiation with Company but British Government would not hesitate if necessity arose to take all legitimate measures to protect their just and indisputable interests. Note added British Government would not tolerate any damage to Company's interests or interference with their premises or business interests in Persia. Persian Governments reply dated third December maintained Persian government was within its rights in cancelling concession, failed to agree to withdraw notification of cancellation, stated Persian Government had not refused direct discussions with Company with view to negotiating new concession and declared Persian Government did not regard itself as responsible for any damage accruing to Company. As British Government regarded this reply as wholly unsatisfactory British Minister Tehran under their instructions today delivered further note text of which was also read to House. Note stated British Government were unable to admit validity of unilateral cancellation of concession. Such cancellation was confiscatory measure and clear breach of international law committed against British company and British Government felt obliged to take matters up in exercise of their rights to protect interests of their nationals. From outset British Government had been anxious that amicable settlement should be reached between Persian Government and Company but could not regard Persian reply as offering any satisfactory basis for such settlement. Note proceeds "Should Persian government be unwilling to withdraw their notification of cancellation of concession within one week from date of present note that is thursday 15th December His Majesty's government will have no alternative to referring dispute which has arisen between them and Persian Government in regard to legality of Persian governments action to permanent court of international justice at Hague as matter of urgency under optional clause. In so doing His Majesty's government would request court to indicate under article fortyone of statute provisional measures which ought to be taken to preserve their rights." Note concludes "His Majesty's government will hold Persian government directly responsible for any damage to Company's interests any interference with their premises or business activities in Persian or any failure to afford Company adequate protection and in event of any such damage occurring His Majesty's government may demand for Company's protection."

12th Decr. 1932

Further particulars regarding Anglo-Persian Oil Company's D'Arcy concession were given in response to Commons question by undersecretary foreign affairs Anthony Eden. He said concession was granted by Persian Government for sixty years from May 1901 and contained no provision which would now allow cancellation by either side. Only power of cancellation in concession was provision that if within two years concession-aree should not have formed first company to operate it concession should become null and void. That clause never came into operation since first exploitation Company was duly formed within prescribed period. Concession provided for annual payment to Persian Government of sixteen percent of annual nett profits of any companies formed to operate concession. Total sum paid to Persian Government in Royalties up to 31st December 1931 amounted to £.11,265,000. Present

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الأنجلو-فارسية على سوق النفط في البحرين" [و٨] (٨٠/١٥)

(3)

8

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holdings of United Kingdom Government in Anglo-Persian Oil Company were 7½ million £.1 shares, one thousand £.1 preference shares and £.99,000 five percent debentures and total amount received by United Kingdom Government from Company in dividends and interest up to present time was £.9,977,344.

14th Decr. 1932

Tehran. Replying British Govts note Persian Government not withdrawing cancellation of Anglo-Persian Oil Company's concession and does not consider Court of International Justice competent to examine dispute and declares right appeal League of Nations view pressure British Government.

Under Secretary for Foreign Affairs Anthony Eden stated in Commons that in view of intimation contained in reply of Persian Government that they contemplated appeal to Council of League of Nations which would entitle Persian Government to require suspension of any proceedings instituted before permanent court of International Justice British Govt. had decided not to pursue their demand for reference of case to permanent court but instead to refer matter to Council of League under article 15 of covenant. Telegram accordingly been despatched to Secretary General of League submitting matter to Council. Geneva message states subject been placed on Agenda of present session of Council to be dealt with next week.

15th Decr., 1932

Foreign Secretary Sir John Simon left Geneva last night and arrived London by air this morning. Date of his return to Geneva not yet fixed. League Council on whose agenda Anglo-Persian dispute has been placed at instigation of British Government will it is expected meet on Tuesday to deal with case.

18th Decr., 1932

Geneva. British Govt. has presented its case to League re Anglo-Persian Oil dispute. It is understood it is thirty page document embracing whole dispute. This afternoon however persian Officials waited on new Secretary General Avenol to point out that Persia at this juncture could not possibly have her representatives in Geneva before Christmas. It is believed British Govt. is anxious to have formal meeting of council one day in next week in order that position may be clarified but up to present it is impossible to state whether there will be meeting or not.

19th Decr., 1932.

Geneva. Council of League of Nations is meeting on Monday to consider dispute between Britain and Persia regarding Anglo-Persian Oil Company. Britain today lodged thirty page document with League on dispute and Sir John Simon left London for Geneva to conduct Great Britain's case.





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الأنجلو-فارسية على سوق النفط في البحرين" [و٩] (٨٠/١٧)

Anglo-Persian Oil Company, Limited.

شركة سهامى نفت انگليس و ايران  
تبت شده در ايران به نمبر ٢



BRITANNIC HOUSE,  
FINSBURY CIRCUS,  
LONDON, E.C.2.

6th December, 1932.

To the Stockholders of  
ANGLO-PERSIAN OIL COMPANY, LIMITED.

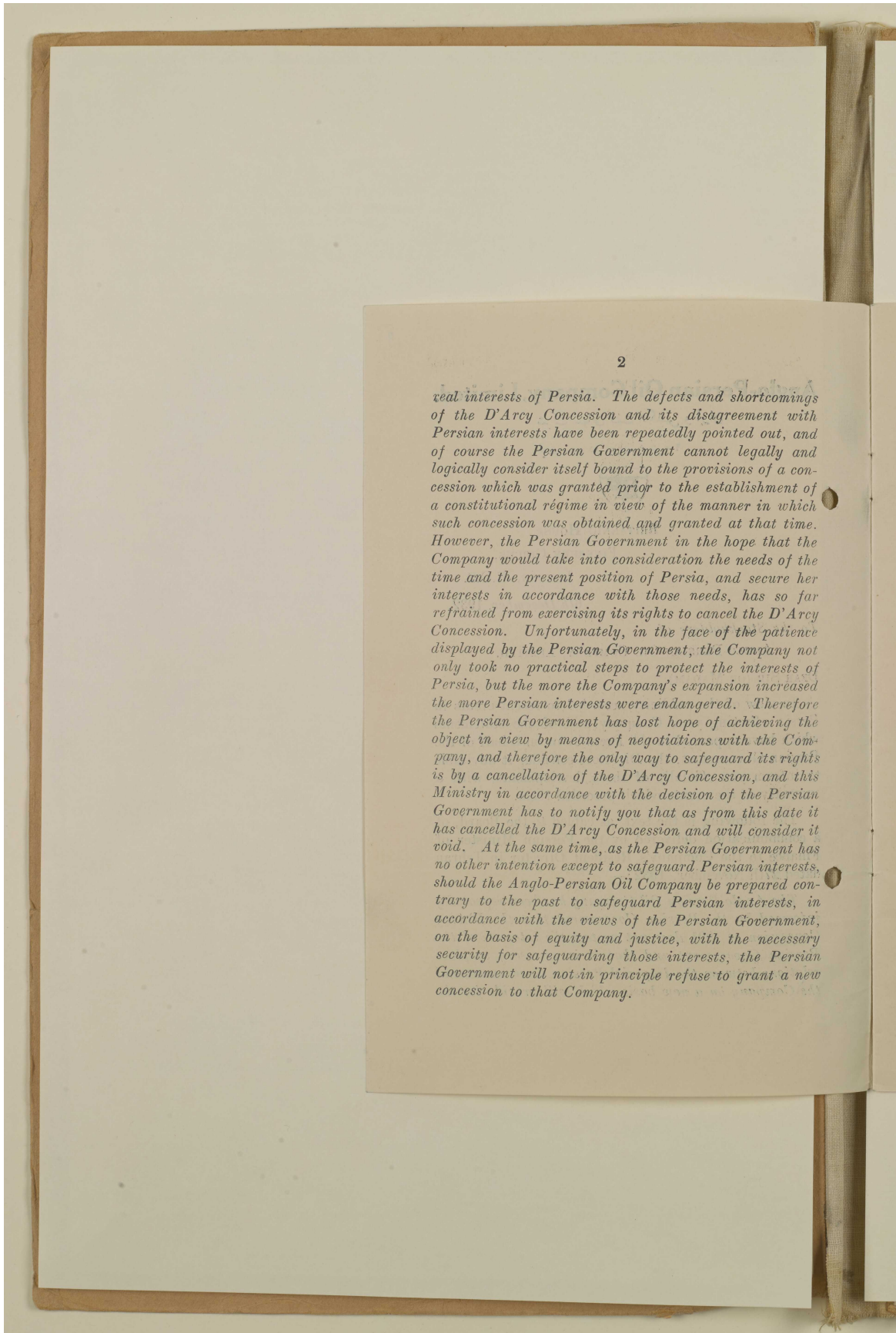
DEAR SIR (OR MADAM),

In view of the publicity accorded to recent events in Persia affecting your Company and of the statements which have appeared in the Press by or on behalf of the Persian Government, the Directors consider it advisable to inform you officially of those developments, with a summary of the events which preceded them.

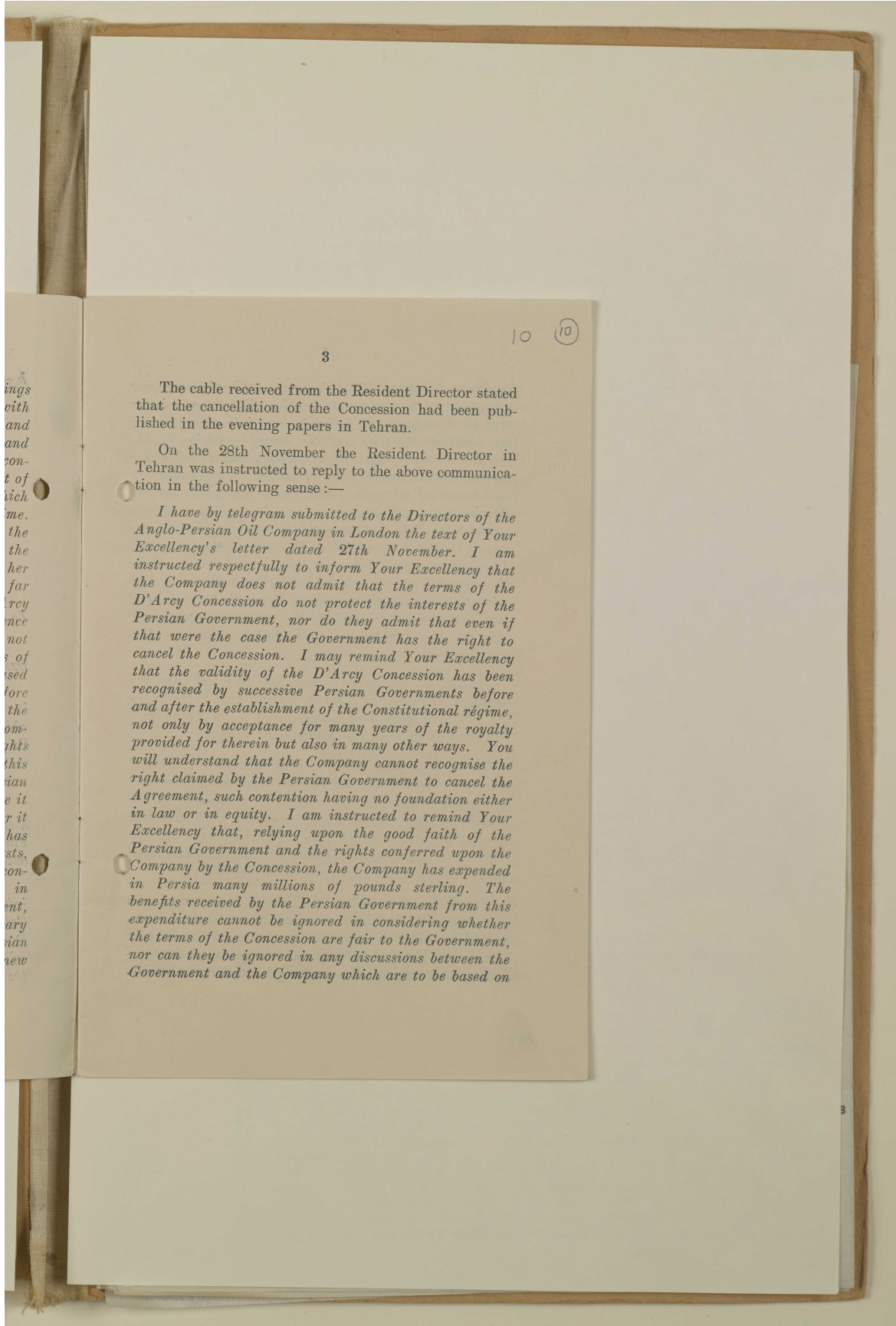
The following is the text, as cabled to the Board, of a communication delivered by the Persian Minister of Finance to the Company's Resident Director in Tehran dated 27th November, 1932:—

*The Anglo-Persian Oil Company has been repeatedly informed by the Persian Government that the D'Arcy Concession of 1901 does not protect the interests of the Persian Government and that it is necessary to place relations between the Imperial Persian Government and the Company on a new basis which will provide for the*

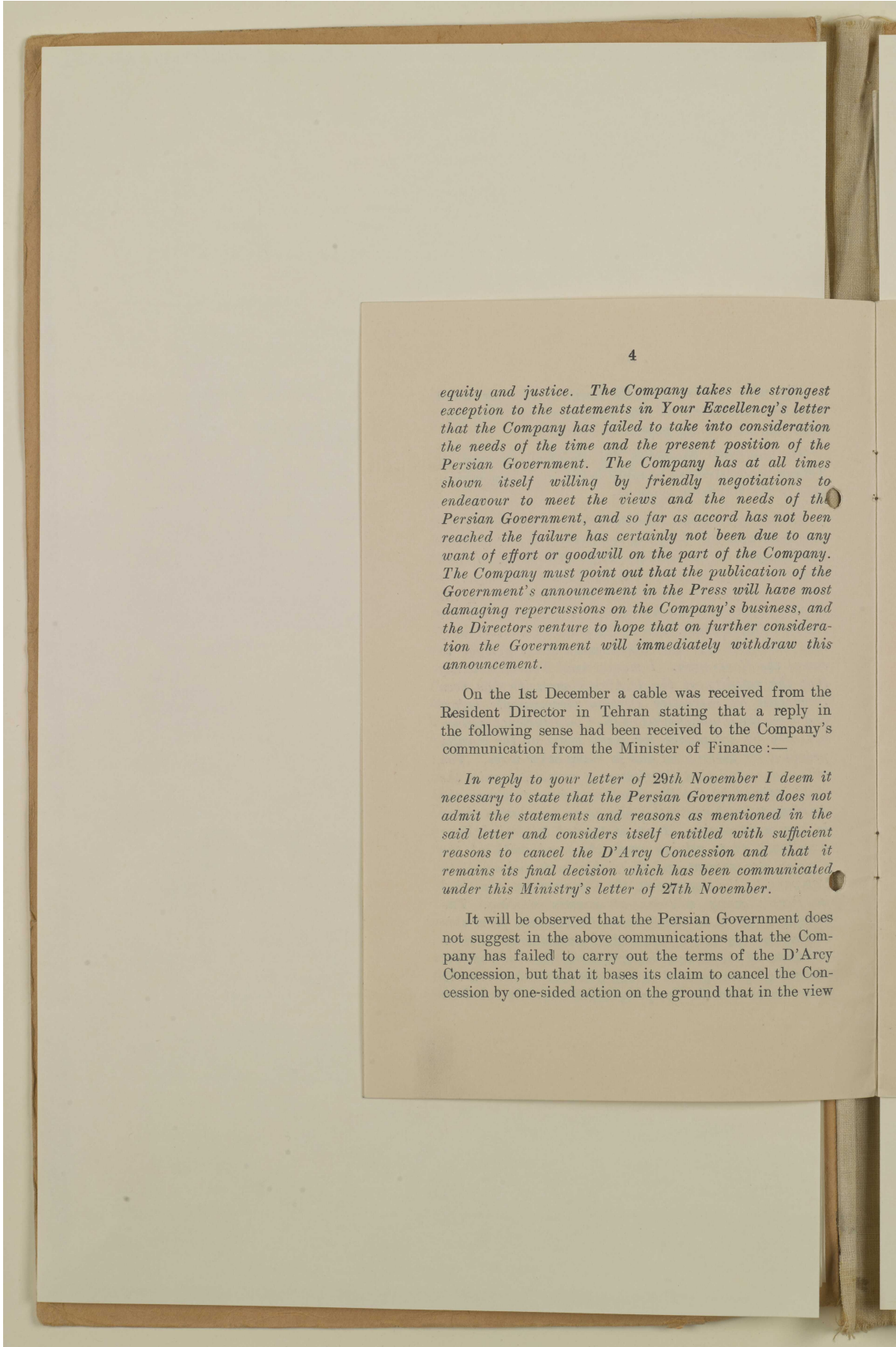
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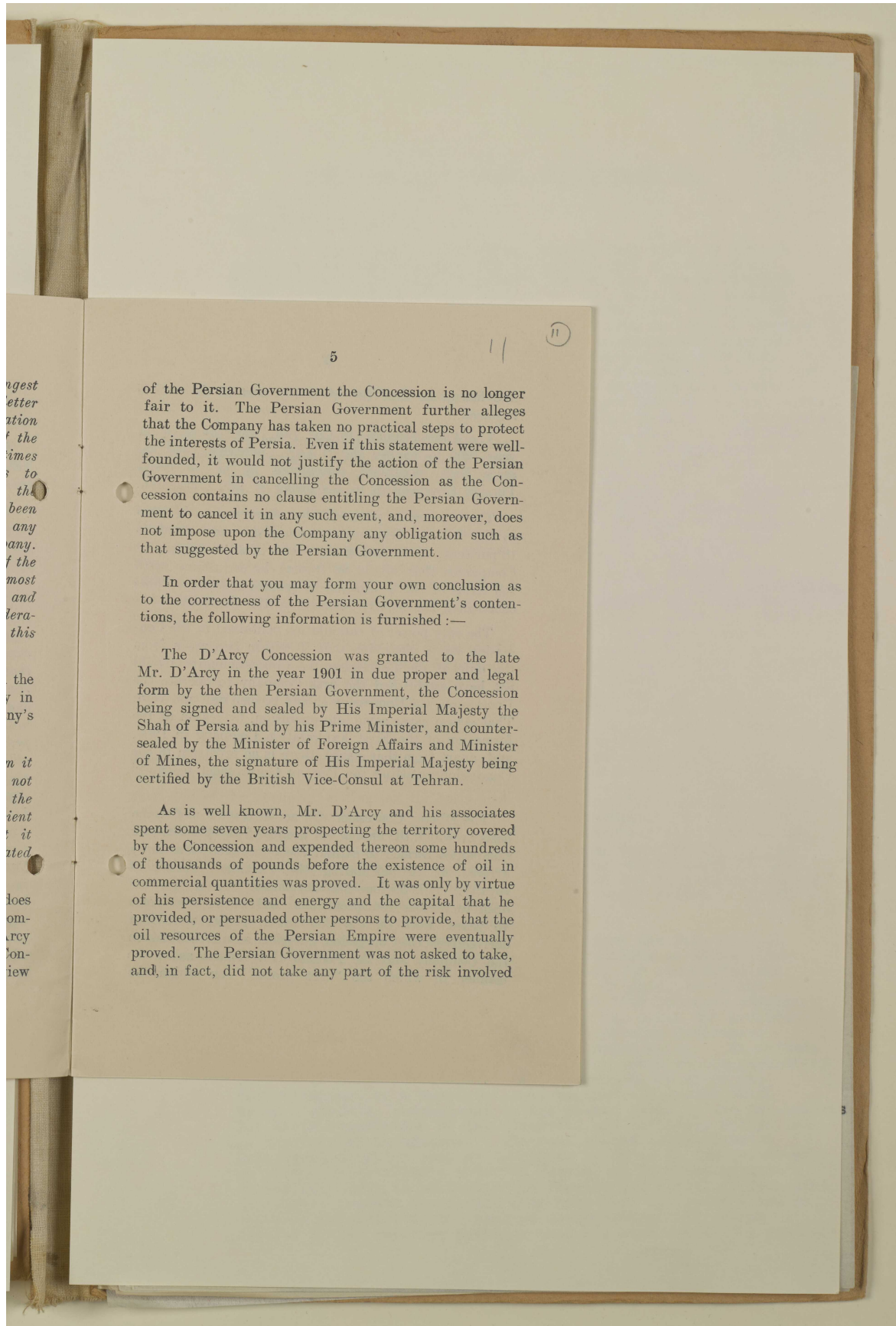
equity and justice. The Company takes the strongest exception to the statements in Your Excellency's letter that the Company has failed to take into consideration the needs of the time and the present position of the Persian Government. The Company has at all times shown itself willing by friendly negotiations to endeavour to meet the views and the needs of the Persian Government, and so far as accord has not been reached the failure has certainly not been due to any want of effort or goodwill on the part of the Company. The Company must point out that the publication of the Government's announcement in the Press will have most damaging repercussions on the Company's business, and the Directors venture to hope that on further consideration the Government will immediately withdraw this announcement.

On the 1st December a cable was received from the Resident Director in Tehran stating that a reply in the following sense had been received to the Company's communication from the Minister of Finance:—

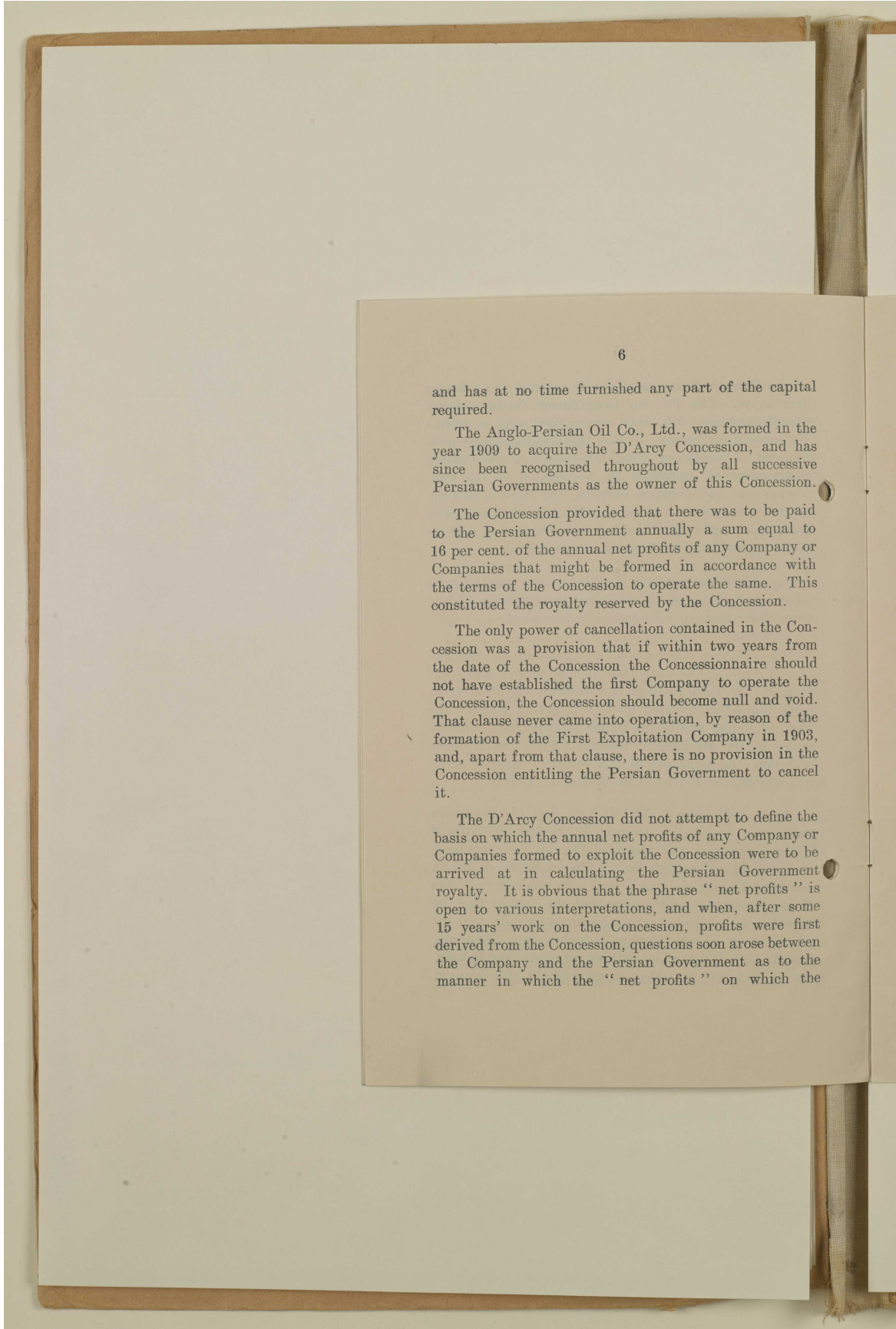
*In reply to your letter of 29th November I deem it necessary to state that the Persian Government does not admit the statements and reasons as mentioned in the said letter and considers itself entitled with sufficient reasons to cancel the D'Arcy Concession and that it remains its final decision which has been communicated under this Ministry's letter of 27th November.*

It will be observed that the Persian Government does not suggest in the above communications that the Company has failed to carry out the terms of the D'Arcy Concession, but that it bases its claim to cancel the Concession by one-sided action on the ground that in the view

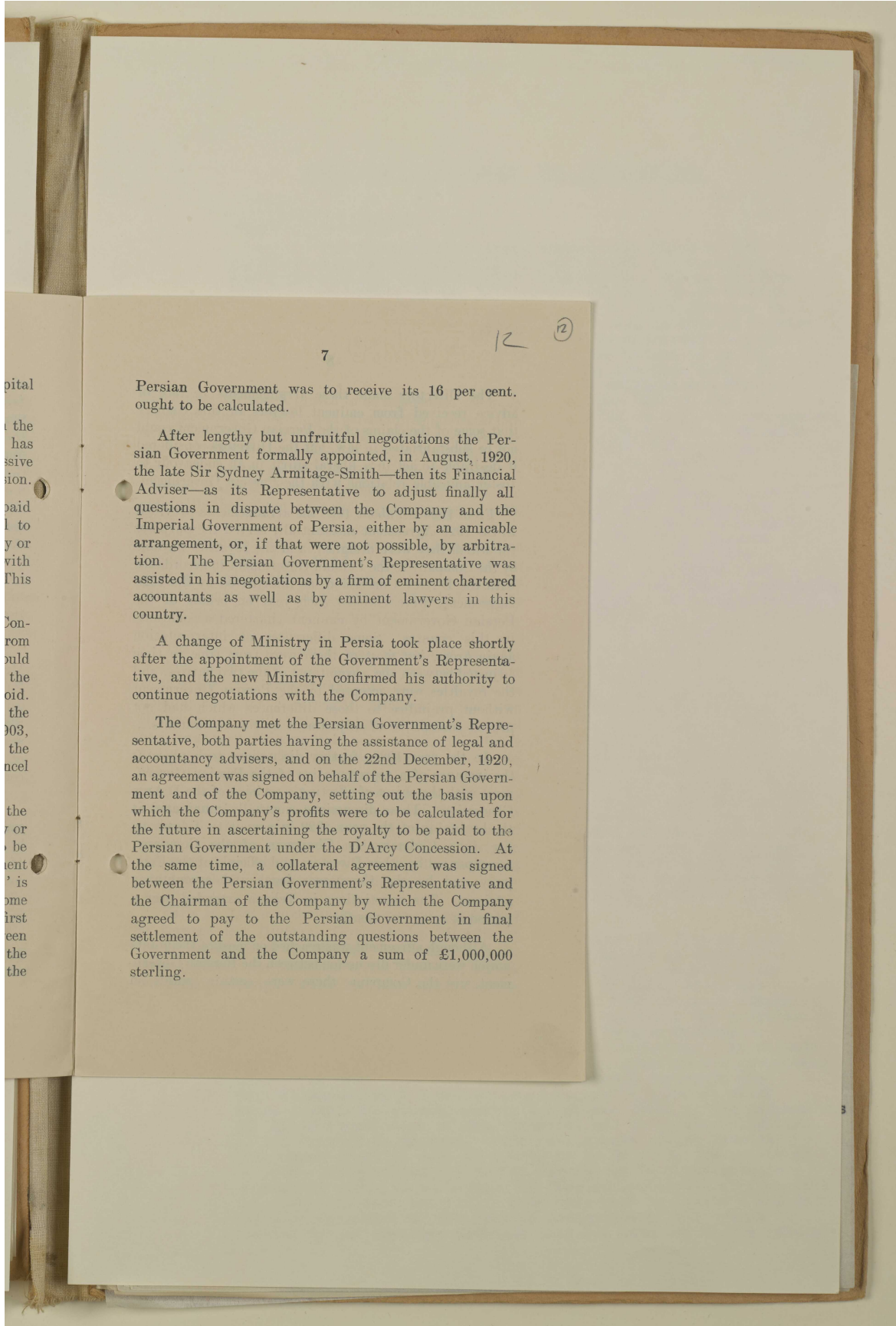
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الأنجلو-فارسية على سوق النفط في البحرين" [١٦ ظ] (٨٠/٢٢)

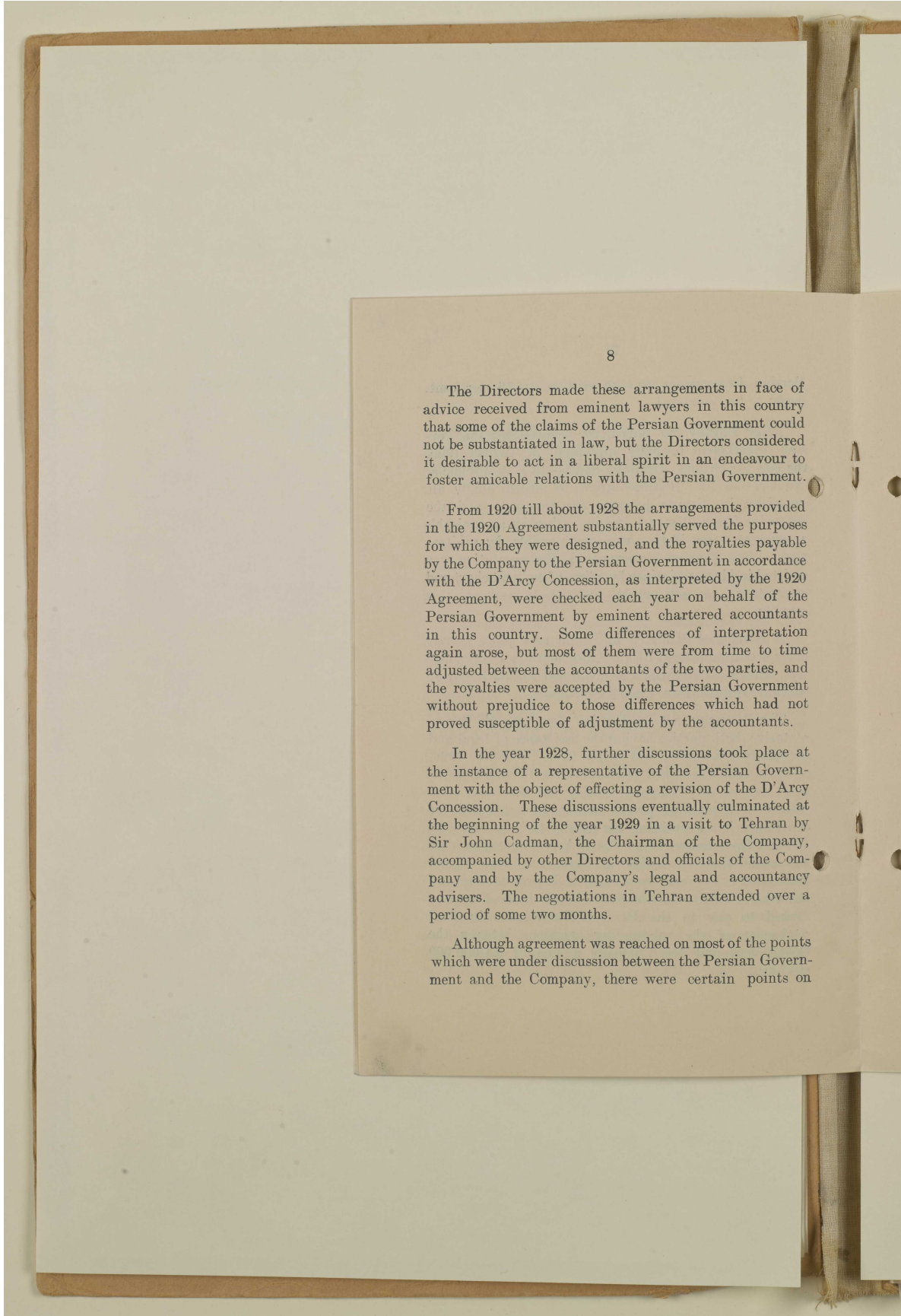


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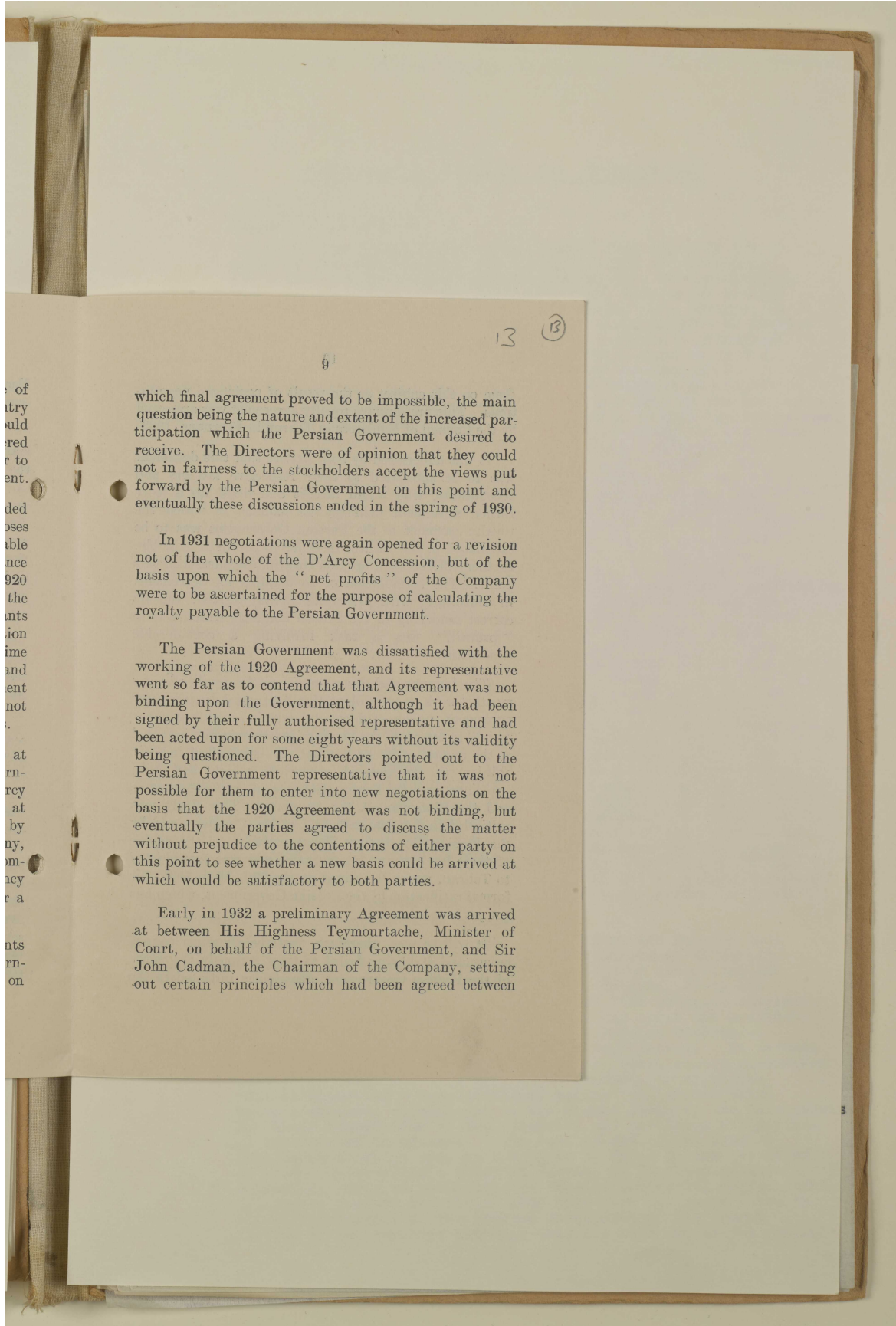




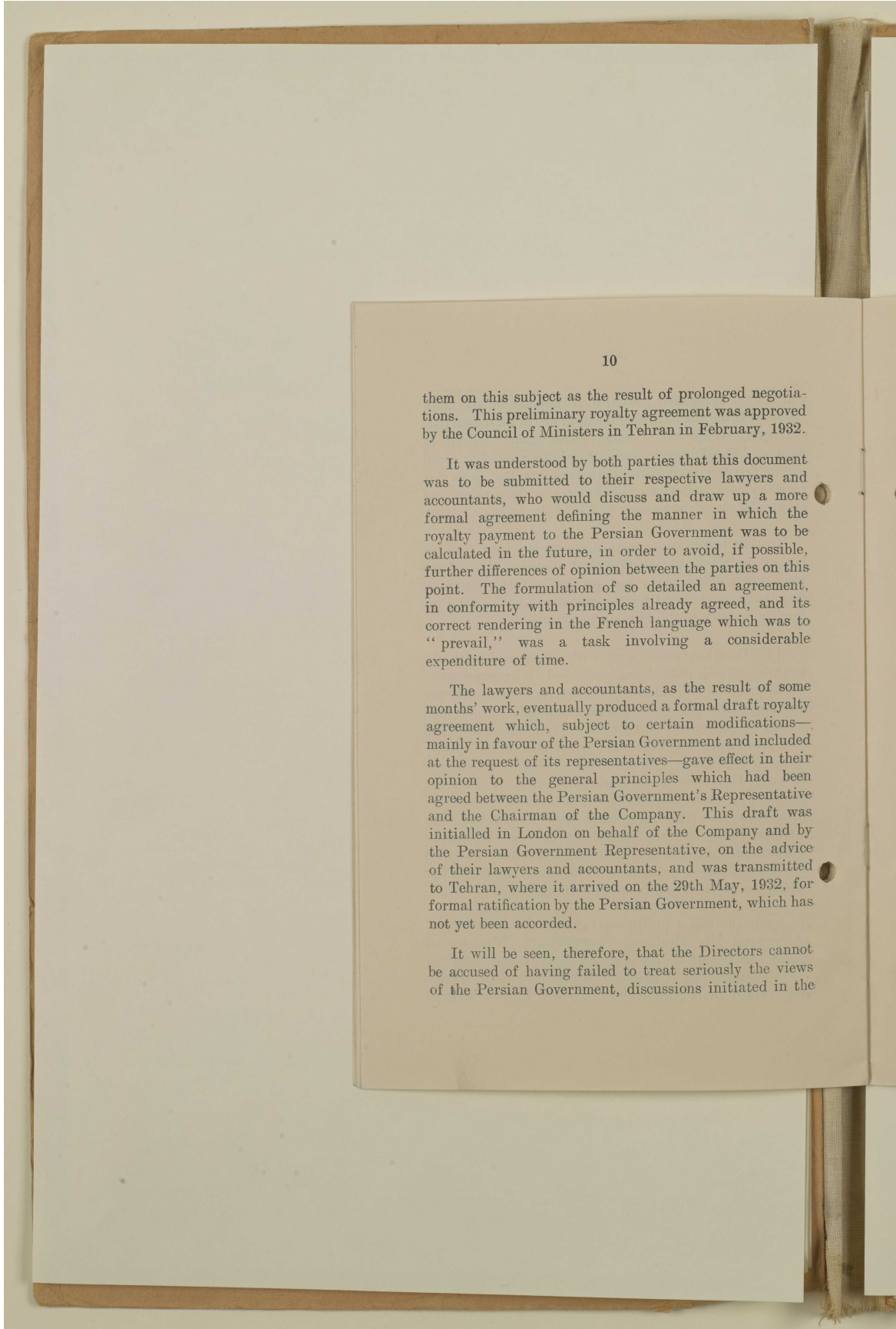
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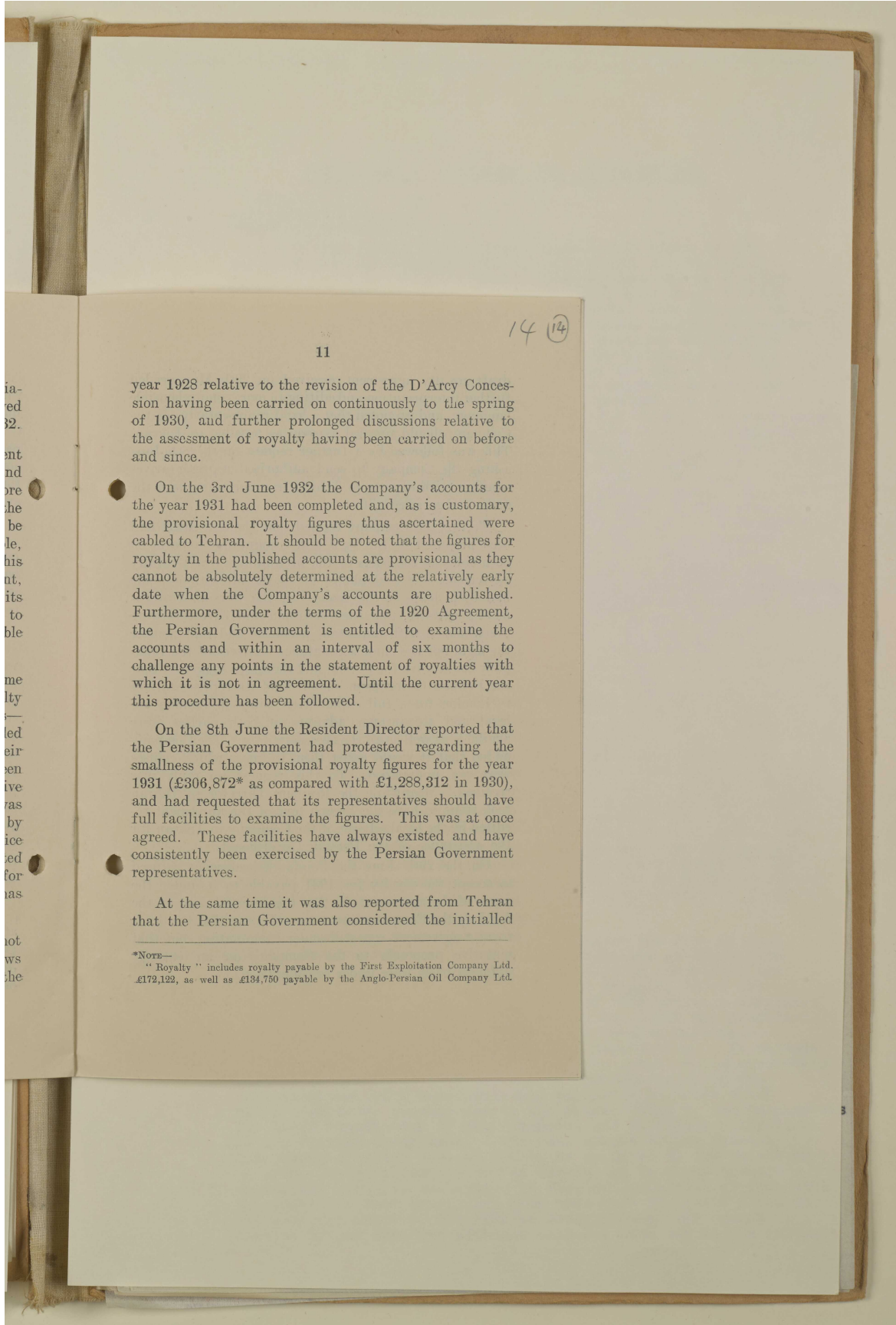
them on this subject as the result of prolonged negotiations. This preliminary royalty agreement was approved by the Council of Ministers in Tehran in February, 1932.

It was understood by both parties that this document was to be submitted to their respective lawyers and accountants, who would discuss and draw up a more formal agreement defining the manner in which the royalty payment to the Persian Government was to be calculated in the future, in order to avoid, if possible, further differences of opinion between the parties on this point. The formulation of so detailed an agreement, in conformity with principles already agreed, and its correct rendering in the French language which was to "prevail," was a task involving a considerable expenditure of time.

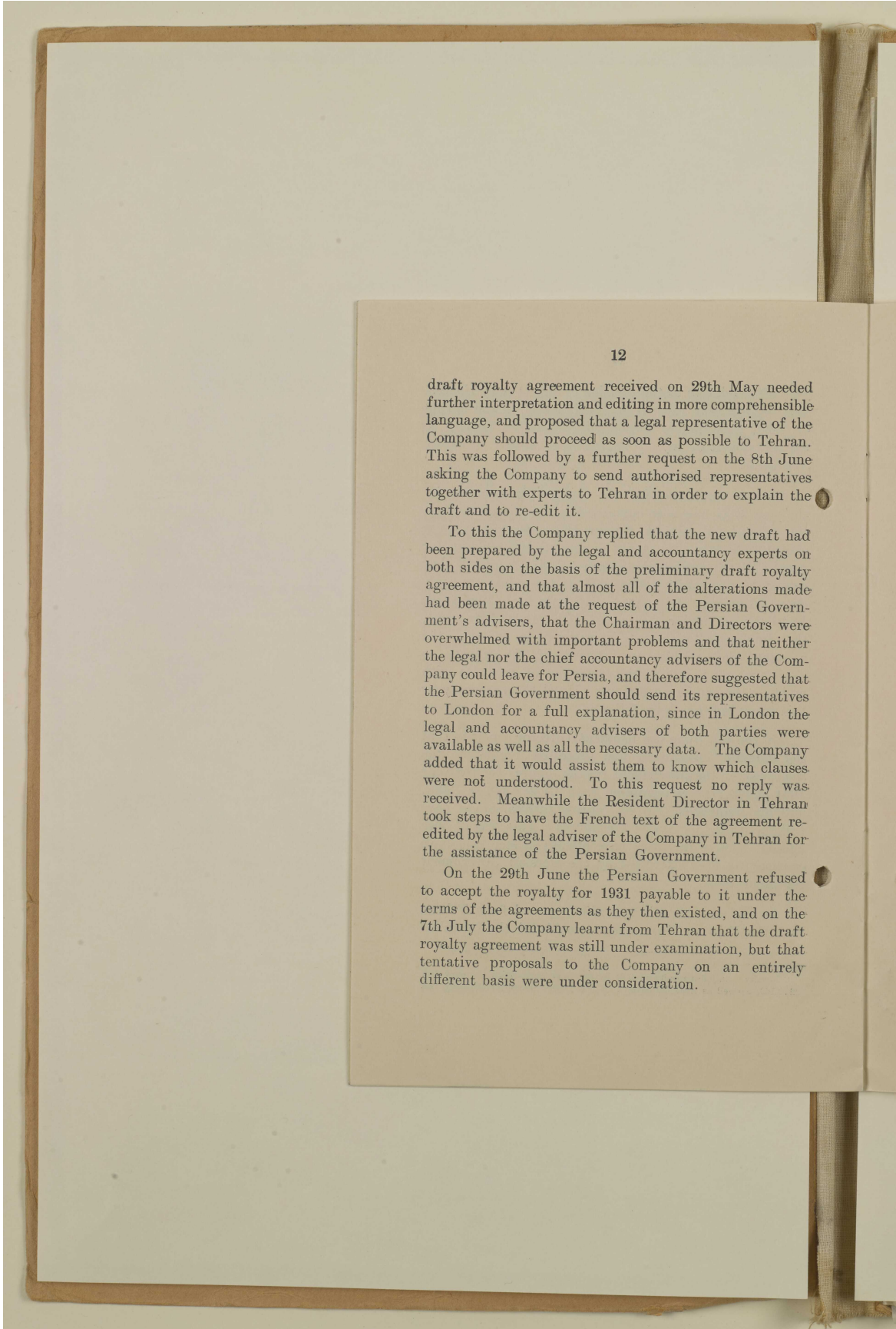
The lawyers and accountants, as the result of some months' work, eventually produced a formal draft royalty agreement which, subject to certain modifications—mainly in favour of the Persian Government and included at the request of its representatives—gave effect in their opinion to the general principles which had been agreed between the Persian Government's Representative and the Chairman of the Company. This draft was initialled in London on behalf of the Company and by the Persian Government Representative, on the advice of their lawyers and accountants, and was transmitted to Tehran, where it arrived on the 29th May, 1932, for formal ratification by the Persian Government, which has not yet been accorded.

It will be seen, therefore, that the Directors cannot be accused of having failed to treat seriously the views of the Persian Government, discussions initiated in the

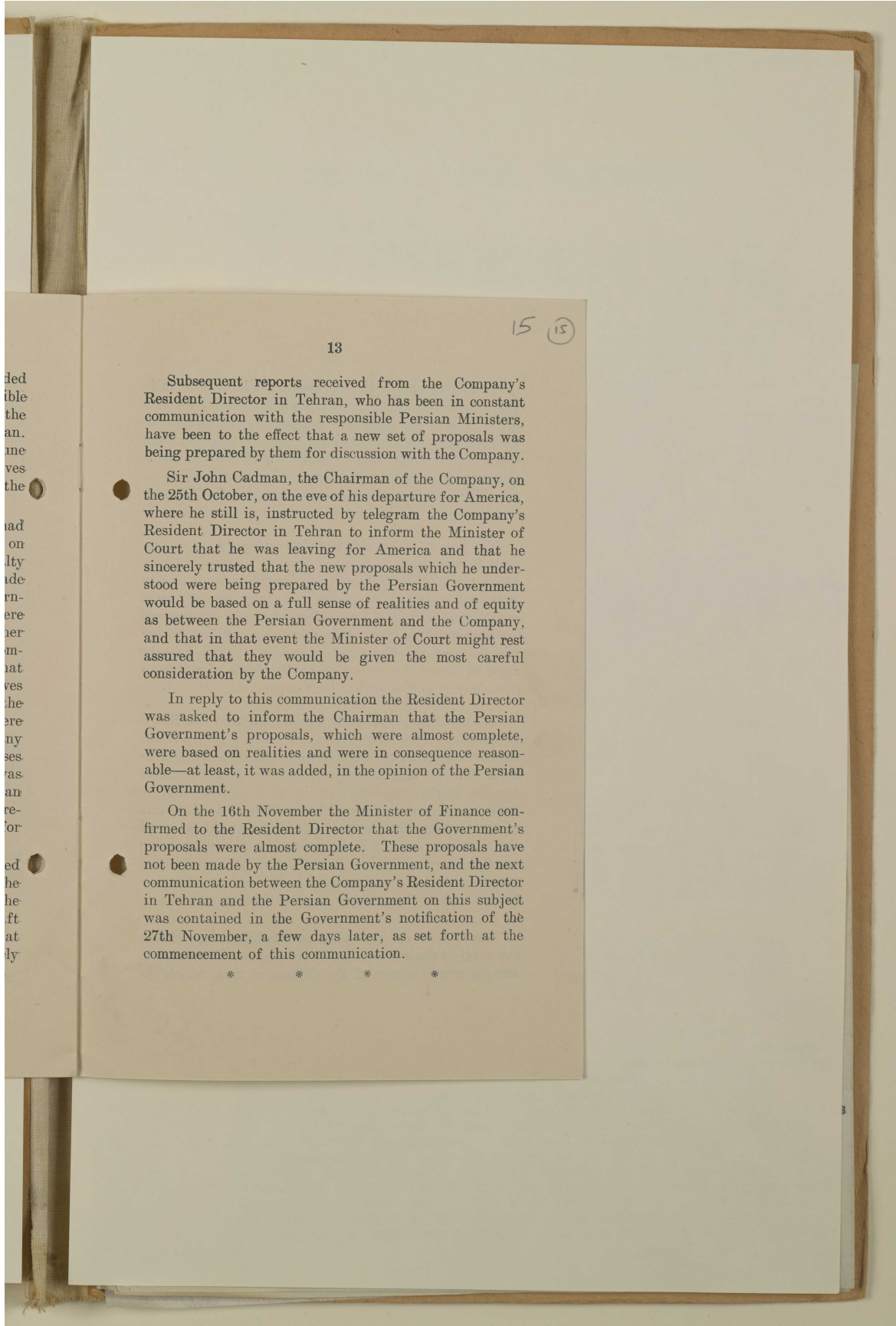
"ملف 39/2 (B/8 1) تأثير إلغاء الحكومة الفارسية لامتياز شركة النفط  
الأنجلو-فارسية على سوق النفط في البحرين" [٤ و١] (٨٠/٢٧)



"ملف 39/2 (B/8 1) تأثير إلغاء الحكومة الفارسية لامتياز شركة النفط  
الأنجلو-فارسية على سوق النفط في البحرين" [٤١ ظ] (٨٠/٢٨)



"ملف 39/2 (B/8 1) تأثير إلغاء الحكومة الفارسية لامتياز شركة النفط  
الأنجلو-فارسية على سوق النفط في البحرين" [١٥] (٨٠/٢٩)



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15 (15)

Subsequent reports received from the Company's Resident Director in Tehran, who has been in constant communication with the responsible Persian Ministers, have been to the effect that a new set of proposals was being prepared by them for discussion with the Company.

Sir John Cadman, the Chairman of the Company, on the 25th October, on the eve of his departure for America, where he still is, instructed by telegram the Company's Resident Director in Tehran to inform the Minister of Court that he was leaving for America and that he sincerely trusted that the new proposals which he understood were being prepared by the Persian Government would be based on a full sense of realities and of equity as between the Persian Government and the Company, and that in that event the Minister of Court might rest assured that they would be given the most careful consideration by the Company.

In reply to this communication the Resident Director was asked to inform the Chairman that the Persian Government's proposals, which were almost complete, were based on realities and were in consequence reasonable—at least, it was added, in the opinion of the Persian Government.

On the 16th November the Minister of Finance confirmed to the Resident Director that the Government's proposals were almost complete. These proposals have not been made by the Persian Government, and the next communication between the Company's Resident Director in Tehran and the Persian Government on this subject was contained in the Government's notification of the 27th November, a few days later, as set forth at the commencement of this communication.

\* \* \* \*

"ملف 39/2 (B/8 1) تأثير إلغاء الحكومة الفارسية لامتياز شركة النفط  
الأنجلو-فارسية على سوق النفط في البحرين" [٥١ ظ] (٨٠/٣٠)

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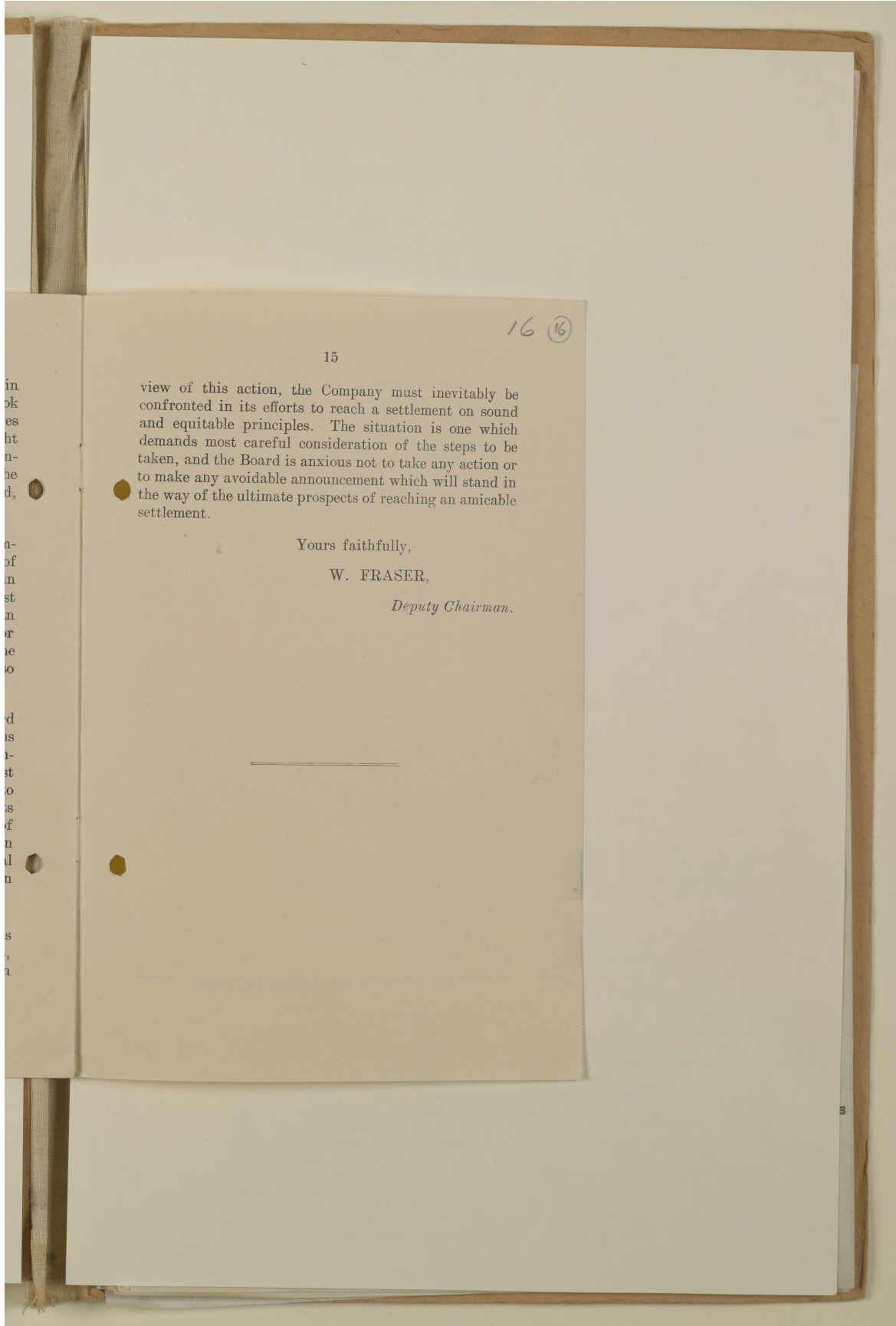
The Chairman of the Company, while in Tehran in 1929, in the course of the negotiations which then took place, warned the Persian Government's representatives that he foresaw that conditions in the oil industry might change for the worse, but at that time the Persian Government's representatives were unwilling to visualise the possibility of the profits of the Company being reduced, and therewith the Persian Government's royalties.

The heavy fall in profits in 1931 suffered by the Company in common with all other large oil undertakings, of which the Persian Government's representatives had in 1931 and in 1932 been forewarned, was certainly most unfortunate, but it did not affect adversely the Persian Government alone, nor does it afford any justification for the claim of the Persian Government that it has the right to cancel the concession on the faith of which so much money and work has been expended.

It cannot be too strongly emphasised that the Board is and always has been desirous of settling all questions that arise between the Company and the Persian Government in a fair and friendly manner and in the broadest possible spirit consistent with its duty to endeavour to preserve a fair and just equilibrium between the interests of the Persian Government and of the Stockholders of the Company, and it is believed that the information which has been given above would satisfy any impartial person that the suggestions made by the Persian Government to the contrary have no foundation.

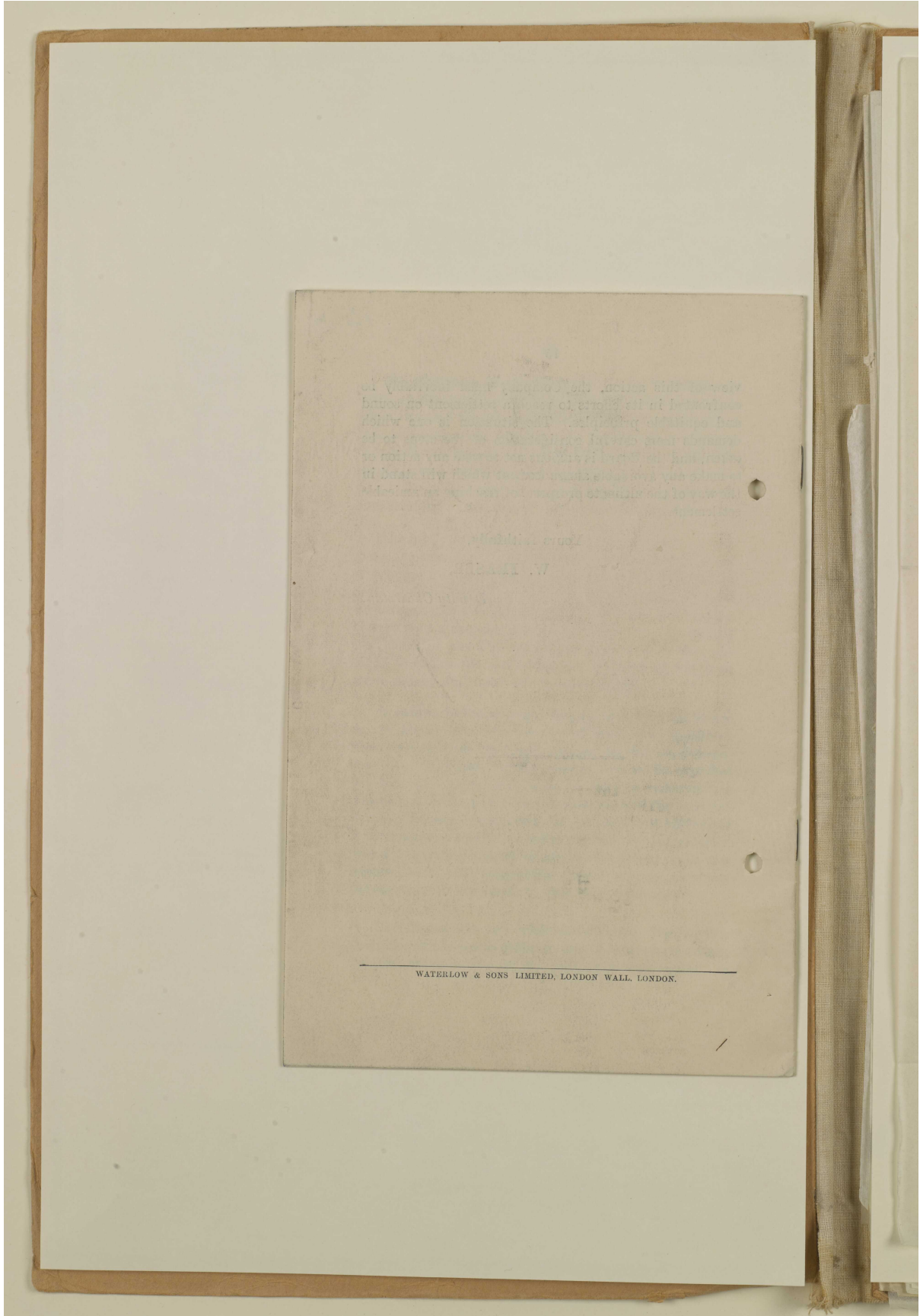
The Board do not wish to minimise the serious character of the action taken by the Persian Government, nor the grave nature of the difficulties with which, in

"ملف 39/2 (B/8 1) تأثير إلغاء الحكومة الفارسية لامتياز شركة النفط  
الأنجلو-فارسية على سوق النفط في البحرين" [٦١ و] (٨٠/٣١)





"ملف 39/2 (B/8 1) تأثير إلغاء الحكومة الفارسية لامتياز شركة النفط  
الأنجلو-فارسية على سوق النفط في البحرين" [٦١ ظ] (٨٠/٣٢)



"ملف 39/2 (B/8 1) تأثير إلغاء الحكومة الفارسية لامتياز شركة النفط  
الأنجلو-فارسية على سوق النفط في البحرين" [١٧و] (٨٠/٣٣)

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الأنجلو-فارسية على سوق النفط في البحرين" [١٨ و] (٨٠/٣٥)

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الأنجلو-فارسية على سوق النفط في البحرين" [٩١ و] (٨٠/٣٧)

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الأنجلو-فارسية على سوق النفط في البحرين" [٩١ظ] (٨٠/٣٨)

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الأنجلو-فارسية على سوق النفط في البحرين" [٢٠] [٨٠/٣٩]

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ANGLO-PERSIAN OIL.  
THE ROYALTIES DISPUTE.  
COMPANY'S EFFORTS FOR SETTLEMENT.

The Persian Government's reply to the British Government's protest against the annulment of the Anglo-Persian Oil Company's D'Arcy Concession was delivered on Monday. It is understood to maintain that the Persian Government was fully justified in the annulment.

In a communication to its stockholders (printed in full on page 9) the Anglo-Persian Oil Company gives the text of correspondence between itself and the Persian Government about the annulment of the Concession; recounts attempts it has made on different occasions since 1920 to settle questions outstanding between the Persian Government and itself by negotiation; and expresses its determination "to take no action which will stand in the way of the ultimate prospects of reaching an amicable settlement".

Recalling the early history of the Concession, the Company points out that Mr. D'Arcy and his associates spent some seven years in prospecting, at heavy cost, before the existence of oil in commercial quantities was proved, and that the Persian Government took no part of the risk involved and at no time provided any of the capital.

Successive Recognitions.

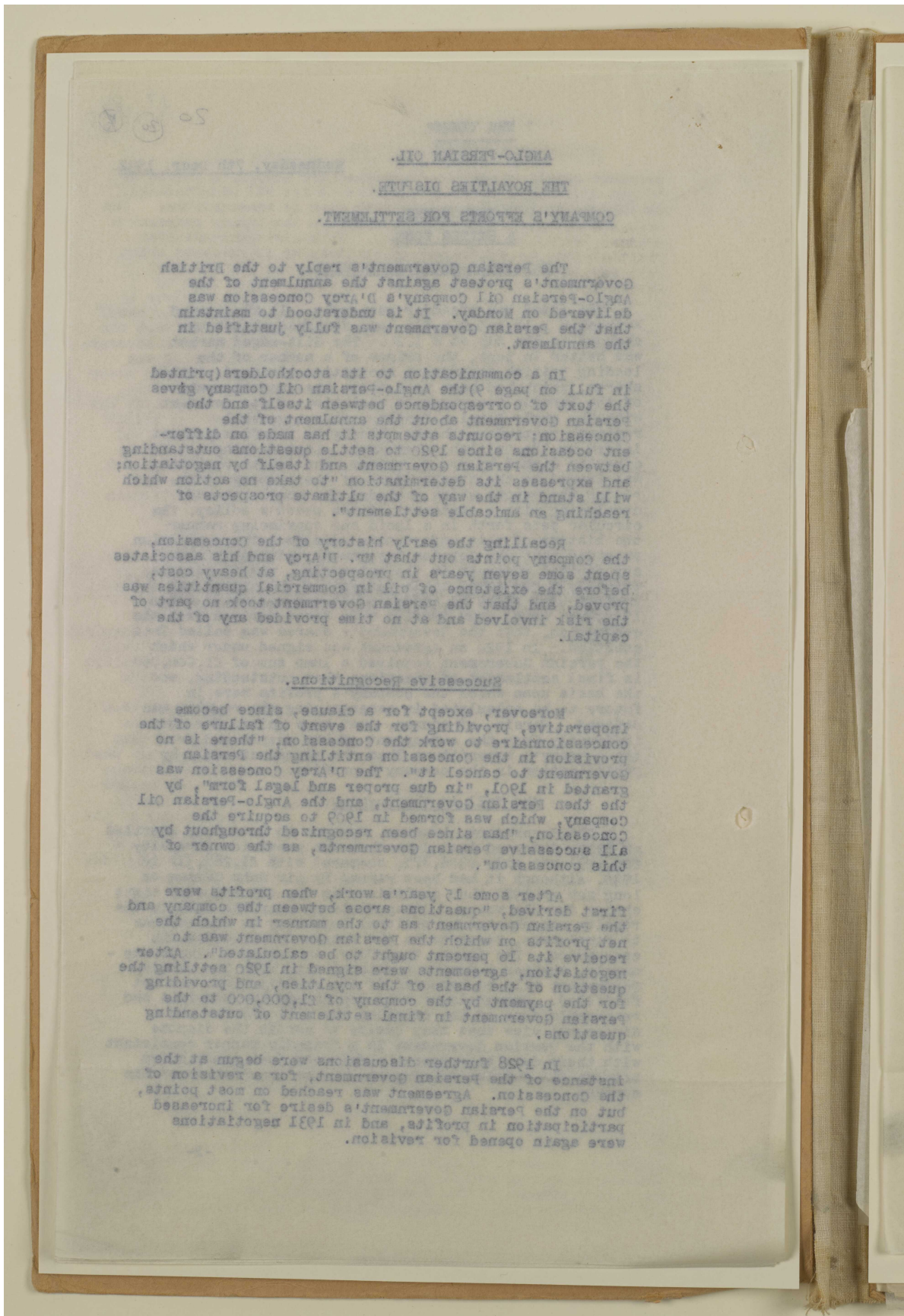
Moreover, except for a clause, since become inoperative, providing for the event of failure of the concessionaire to work the Concession, "there is no provision in the Concession entitling the Persian Government to cancel it". The D'Arcy Concession was granted in 1901, "in due proper and legal form", by the then Persian Government, and the Anglo-Persian Oil Company, which was formed in 1909 to acquire the Concession, "has since been recognized throughout by all successive Persian Governments, as the owner of this concession".

After some 15 year's work, when profits were first derived, "questions arose between the company and the Persian Government as to the manner in which the net profits on which the Persian Government was to receive its 16 percent ought to be calculated". After negotiation, agreements were signed in 1920 settling the question of the basis of the royalties, and providing for the payment by the company of £1,000,000 to the Persian Government in final settlement of outstanding questions.

In 1928 further discussions were begun at the instance of the Persian Government, for a revision of the Concession. Agreement was reached on most points, but on the Persian Government's desire for increased participation in profits, and in 1931 negotiations were again opened for revision.



"ملف 39/2 (B/8 1) تأثير إلغاء الحكومة الفارسية لامتياز شركة النفط  
الأنجلو-فارسية على سوق النفط في البحرين" [٢٠ ظ] (٨٠/٤٠)



"ملف 39/2 (B/8 1) تأثير إلغاء الحكومة الفارسية لامتياز شركة النفط  
الأنجلو-فارسية على سوق النفط في البحرين" [٢١ و] (١٠/٤١)

-2-

Preliminary Agreement.

Early in 1932 a preliminary royalty agreement was reached by the Persian Minister of the Court and Sir John Cadman, chairman of the Company. This agreement was drafted, initialed in London by representatives of the company and the Persian Government, and sent to Teheran. It arrived there in May, but has not yet been ratified.

"It will be seen, therefore", the company adds, "that the directors cannot be accused of having failed to treat seriously the view of the Persian Government, discussions initiated in the year 1928 relative to the revision of the D'Arcy Concession having been carried on continuously to the spring of 1930, and further prolonged discussions relative to the assessment of royalty having been carried on before and since".

Nevertheless in June last the Persian Government refused to accept the royalty for 1931 payable under the agreements then existing, and in July the company learned that tentative proposals on an entirely different basis from that of the draft royalty agreement were under the consideration of the Persian Government.

There was a heavy fall in profits in 1931 (of which the Persian Government had several times been forewarned), but this, the company says, "did not affect adversely the Persian Government alone, nor does it afford any justification for the claim of the Persian Government that it has the right to cancel the Concession on the faith of which so much money and work has been expended".

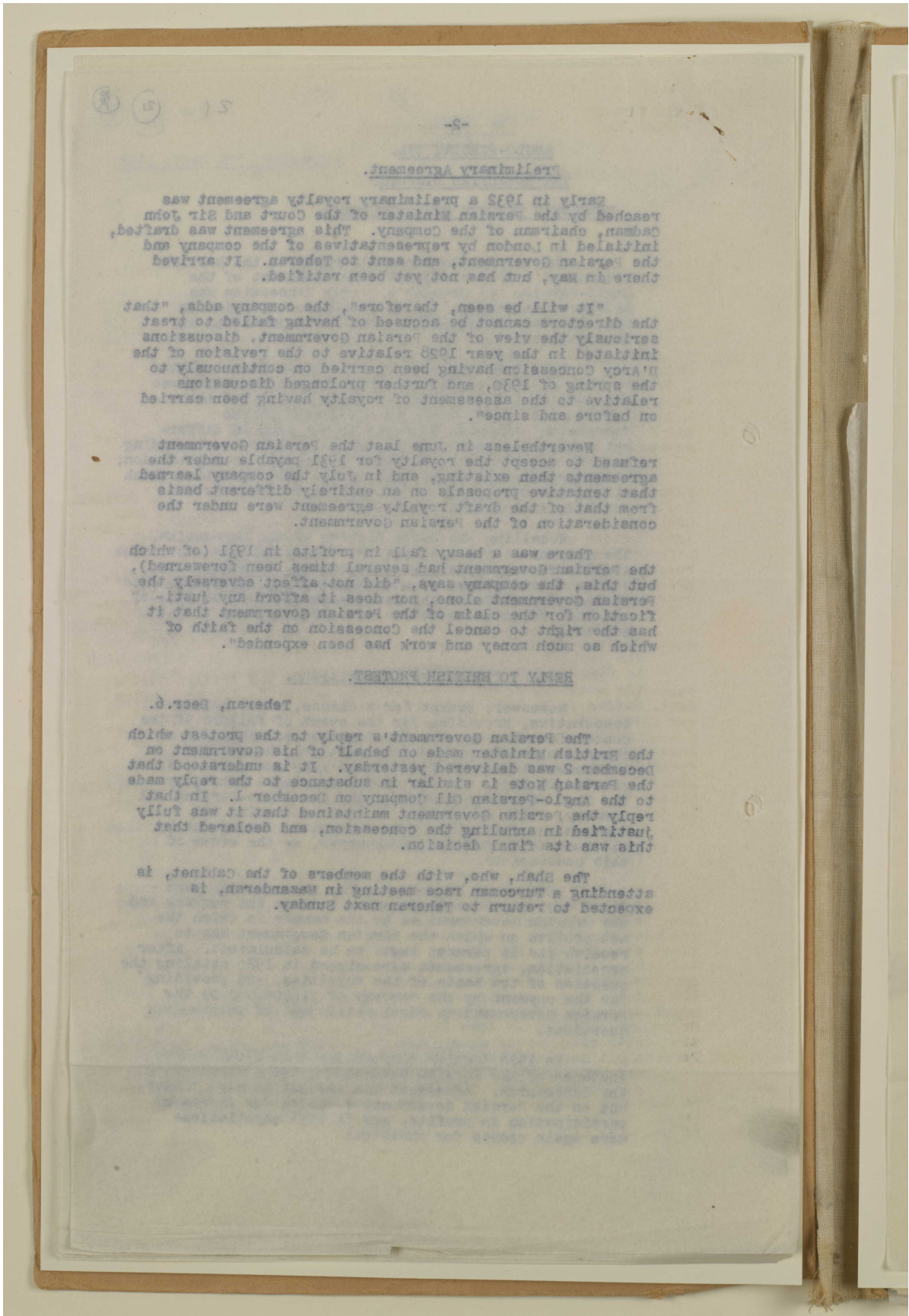
REPLY TO BRITISH PROTEST.

Teheran, Decr. 6.

The Persian Government's reply to the protest which the British Minister made on behalf of his government on December 2 was delivered yesterday. It is understood that the Persian Note is similar in substance to the reply made to the Anglo-Persian Oil Company on December 1. In that reply the Persian Government maintained that it was fully justified in annulling the concession, and declared that this was its final decision.

The Shah, who, with the members of the Cabinet, is attending a Turcoman race meeting in Mazanderan, is expected to return to Teheran next Sunday.

"ملف 39/2 (B/8 1) تأثير إلغاء الحكومة الفارسية لامتياز شركة النفط  
الأنجلو-فارسية على سوق النفط في البحرين" [٢١ ظ] (٨٠/٤٢)



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الأنجلو-فارسية على سوق النفط في البحرين" [٢٣ و] (٨٠/٤٥)

- 2 -

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RETURN OF MINISTERS TO TEHERAN

From our Correspondent

TEHERAN, Dec. 8.

The Cabinet Ministers who were due to return here from the Turcoman race meeting in Mazanderan, where they had been in attendance on the Shah, were delayed by a snowstorm in the Firuzkuh Pass and are now expected to arrive to-night.

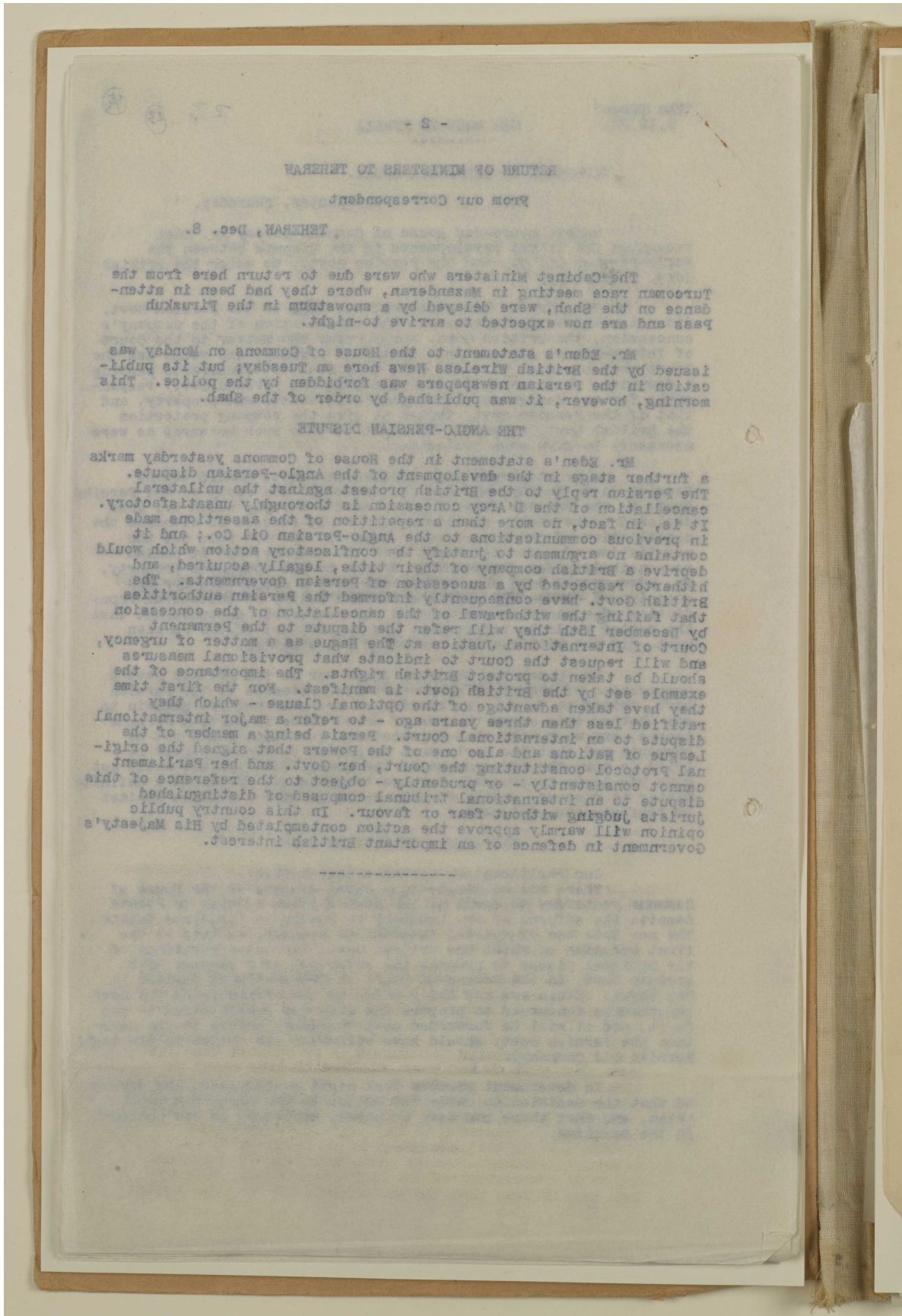
Mr. Eden's statement to the House of Commons on Monday was issued by the British Wireless News here on Tuesday; but its publication in the Persian newspapers was forbidden by the police. This morning, however, it was published by order of the Shah.

THE ANGLO-PERSIAN DISPUTE

Mr. Eden's statement in the House of Commons yesterday marks a further stage in the development of the Anglo-Persian dispute. The Persian reply to the British protest against the unilateral cancellation of the D'Arcy concession is thoroughly unsatisfactory. It is, in fact, no more than a repetition of the assertions made in previous communications to the Anglo-Persian Oil Co.; and it contains no argument to justify the confiscatory action which would deprive a British company of their title, legally acquired, and hitherto respected by a succession of Persian Governments. The British Govt. have consequently informed the Persian authorities that failing the withdrawal of the cancellation of the concession by December 15th they will refer the dispute to the Permanent Court of International Justice at The Hague as a matter of urgency, and will request the Court to indicate what provisional measures should be taken to protect British rights. The importance of the example set by the British Govt. is manifest. For the first time they have taken advantage of the Optional Clause - which they ratified less than three years ago - to refer a major international dispute to an international Court. Persia being a member of the League of Nations and also one of the Powers that signed the original Protocol constituting the Court, her Govt. and her Parliament cannot consistently - or prudently - object to the reference of this dispute to an international tribunal composed of distinguished jurists judging without fear or favour. In this country public opinion will warmly approve the action contemplated by His Majesty's Government in defence of an important British interest.

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"ملف 39/2 (B/8 1) تأثير إلغاء الحكومة الفارسية لامتياز شركة النفط  
الأنجلو-فارسية على سوق النفط في البحرين" [٢٣ ظ] (٨٠/٤٦)



"ملف 39/2 (B/8 1) تأثير إلغاء الحكومة الفارسية لامتياز شركة النفط  
الأنجلو-فارسية على سوق النفط في البحرين" [٢٤ و] (٨٠/٤٧)

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الأنجلو-فارسية على سوق النفط في البحرين" [٢٥ و] (٨٠/٤٩)

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الأنجلو-فارسية على سوق النفط في البحرين" [٢٥ظ] (٨٠/٥٠)

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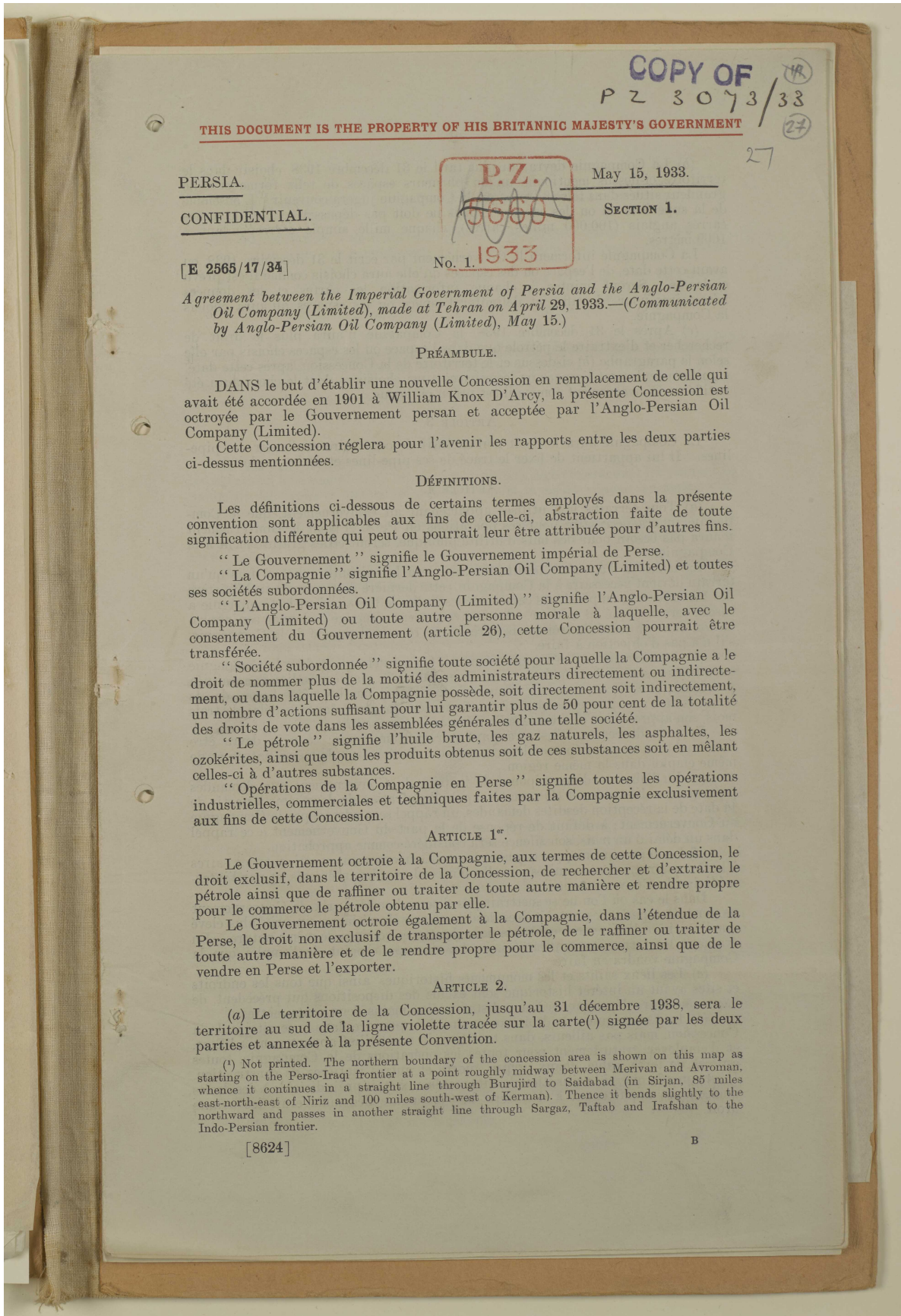
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الأنجلو-فارسية على سوق النفط في البحرين" [٢٦و] (٨٠/٥١)

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الأنجلو-فارسية على سوق النفط في البحرين" [٢٧ و] (٨٠/٥٣)



"ملف 39/2 (B/8 1) تأثير إلغاء الحكومة الفارسية لامتياز شركة النفط  
الأنجلو-فارسية على سوق النفط في البحرين" [٢٧ظ] (٨٠/٥٤)

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(b) La Compagnie devra, au plus tard le 31 décembre 1938, choisir dans le territoire ci-dessus mentionné un ou plusieurs espaces de telle forme et telle grandeur situés dans tels endroits que la Compagnie jugera convenir. L'ensemble de la superficie du ou des espaces choisis ne doit pas dépasser cent mille milles carrés anglais (100,000 milles carrés), chaque mille simple correspondant à 1609 mètres.

La Compagnie informera le Gouvernement par écrit le 31 décembre 1938, ou avant cette date, de l'espace ou des espaces qu'elle aura choisis comme il est prévu ci-dessus. Seront jointes à chaque information les cartes et les données nécessaires pour identifier et délimiter l'espace ou les espaces qu'aura choisis la Compagnie.

(c) Après le 31 décembre 1938, la Compagnie n'aura plus le droit de rechercher et d'extraire le pétrole que dans l'espace ou les espaces choisis par elle selon le paragraphe (b) ci-dessus et le territoire de la Concession, après cette date, signifiera seulement l'espace ou les espaces ainsi choisis et dont le choix aura été notifié au Gouvernement comme il est prévu ci-dessus.

ARTICLE 3.

La Compagnie aura le droit non exclusif de construire et d'avoir des pipe-lines. Il lui appartient de fixer le tracé de ses pipe-lines et de les exploiter.

ARTICLE 4.

(a) Tous terrains non utilisés appartenant au Gouvernement, que la Compagnie jugera nécessaire pour ses opérations en Perse et dont le Gouvernement n'aura pas besoin pour des buts d'utilité publique, seront cédés gratuitement à la Compagnie.

La manière d'acquérir lesdits terrains sera la suivante : chaque fois qu'un terrain devient nécessaire à la Compagnie, cette dernière doit envoyer au Ministère des Finances une ou plusieurs cartes sur lesquelles le terrain dont la Compagnie a besoin sera indiqué en couleur. Le Gouvernement s'engage à donner son approbation dans un délai de trois mois après avoir reçu la demande de la Compagnie, s'il n'a pas d'objection à faire.

(b) Les terrains utilisés appartenant au Gouvernement, et dont la Compagnie aura besoin, seront demandés au Gouvernement de la manière indiquée à l'alinéa précédent, et le Gouvernement, au cas où il n'aurait pas lui-même besoin de ces terrains et n'aurait aucune objection à formuler, donnera, dans un délai de trois mois, son approbation à la vente sollicitée par la Compagnie.

Le prix de ces terrains sera payé par la Compagnie; ce prix devra être raisonnable et ne pas dépasser le prix courant des terrains de même nature et de même emploi dans la même région.

(c) En l'absence d'une réponse de la part du Gouvernement aux demandes prévues aux alinéas (a) et (b) précités, après l'expiration de deux mois à partir de la date de la réception desdites demandes, un rappel sera adressé par la Compagnie au Gouvernement; à défaut de réponse de la part du Gouvernement à ce rappel dans un délai d'un mois, son silence sera considéré comme approbation.

(d) Les terres qui n'appartiennent pas au Gouvernement et qui sont nécessaires à la Compagnie seront acquises par elle, d'accord avec les intéressés, et par l'intermédiaire du Gouvernement.

Dans le cas où l'on ne se mettrait pas d'accord sur les prix, le Gouvernement ne permettra pas aux propriétaires desdites terres de réclamer un prix plus élevé que les prix ordinairement courants pour des terres voisines de même nature. En évaluant les terres susmentionnées, on ne s'occupera point de l'emploi que la Compagnie voudra en faire.

(e) Les lieux saints et les monuments historiques ainsi que tous les endroits et sites ayant un intérêt historique sont exclus des dispositions qui précèdent, de même que leurs dépendances à une distance d'au moins deux cents mètres.

(f) La Compagnie a le droit non exclusif de prendre dans le territoire de la Concession, mais pas ailleurs, dans tout terrain non utilisé appartenant à l'Etat, et d'employer gratuitement pour toutes les opérations de la Compagnie, toutes espèces de terre, sable, chaux, gypse, pierre et autres matières de construction. Il est entendu que, si l'utilisation desdits matériaux était préjudiciable à des droits quelconques appartenant à des tiers, la Compagnie dédommagerait les ayants droit.

"ملف 39/2 (B/8 1) تأثير إلغاء الحكومة الفارسية لامتياز شركة النفط  
الأنجلو-فارسية على سوق النفط في البحرين" [٢٨ و] (٨٠/٥٥)

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ARTICLE 5.

Les opérations de la Compagnie en Perse seront restreintes de la manière suivante :

- (1) La construction de toute nouvelle ligne de chemins de fer et de tout port nouveau sera subordonnée à un accord préalable entre le Gouvernement et la Compagnie.
- (2) Si la Compagnie désire augmenter son service actuel de téléphones, télégraphe, T.S.F. et aviation en Perse, elle ne pourra le faire que moyennant le consentement préalable du Gouvernement.

Si le Gouvernement a besoin d'utiliser les moyens de transport et de communication de la Compagnie pour la défense nationale ou dans d'autres circonstances critiques, il s'engage à entraver aussi peu que possible les opérations de la Compagnie, et à lui verser une légitime compensation pour tous les dommages causés par l'utilisation ci-dessus prévue.

ARTICLE 6.

(a) La Compagnie est autorisée de faire, sans licence spéciale, toutes les importations nécessaires pour les besoins exclusifs de son personnel moyennant le paiement des droits de douane et autres droits et taxes en vigueur au moment de l'importation.

La Compagnie prendra les mesures nécessaires pour empêcher la vente ou la cession des produits importés à des personnes ne faisant pas partie de son personnel.

(b) La Compagnie aura le droit d'importer, sans licence spéciale, l'équipement, le matériel, les instruments médicaux et chirurgicaux et les produits pharmaceutiques, nécessaires à ses dispensaires et hôpitaux en Perse, et sera exempté de ce chef de tous droits de douane et autres droits et taxes en vigueur au moment de l'importation, ou paiements de quelque nature que ce soit à l'Etat persan ou aux autorités locales.

(c) La Compagnie aura le droit d'importer, sans aucune licence et exempt de tous droits de douane et de toutes taxes ou paiements de quelque nature que ce soit à l'Etat persan ou aux autorités locales, tout ce qui sera nécessaire exclusivement pour les opérations de la Compagnie en Perse.

(d) Les exportations de pétrole jouiront de la franchise douanière, et seront exemptes de toutes taxes ou paiements de quelque nature que ce soit à l'Etat persan ou aux autorités locales.

ARTICLE 7.

(a) La Compagnie et ses employés jouiront de la protection légale du Gouvernement.

(b) Le Gouvernement donnera, dans les limites des lois et règlements du pays, toutes les facilités possibles pour les opérations de la Compagnie en Perse.

(c) Si le Gouvernement accorde à des tiers des concessions ayant pour objet l'exploitation d'autres mines dans le territoire de la Concession, il devra faire prendre les précautions nécessaires afin que ces exploitations ne produisent aucun dommage aux installations et travaux de la Compagnie.

(d) La Compagnie aura à sa charge de déterminer la zone dangereuse pour la construction des habitations, des boutiques et des autres constructions, afin que le Gouvernement puisse prévenir les habitants de ne pas s'y installer.

ARTICLE 8.

La Compagnie ne sera pas obligée de changer en monnaie persane une partie quelconque de ses fonds, notamment les produits de la vente de ses exportations de Perse.

ARTICLE 9.

La Compagnie prendra immédiatement ses dispositions pour procéder à ses opérations dans la province de Kermanschah au moyen d'une compagnie subsidiaire en vue d'y produire et d'y raffiner le pétrole.

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B 2



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ARTICLE 10.

(I) Les sommes à payer au Gouvernement par la Compagnie en vertu de cette Convention (outre celles prévues dans les autres articles) sont déterminées comme suit :

- (a) Redevance annuelle, commençant le 1<sup>er</sup> janvier 1933, de quatre shillings par tonne de pétrole vendu pour la consommation en Perse ou exporté de Perse;
- (b) Paiement d'une somme égale à vingt pour cent (20 pour cent) de la distribution aux actions ordinaires de l'Anglo-Persian Oil Company (Limited), excédant la somme de six cent soixante et onze mille deux cent cinquante livres sterling (£671,250), que la distribution soit faite comme dividendes pour une année quelconque ou qu'elle se rapporte aux réserves de la même Compagnie, excédant celles qui, d'après ses livres, existaient au 31 décembre 1932;
- (c) Le montant total à payer par la Compagnie pour chaque année calendaire (chrétienne) selon les alinéas (a) et (b) ne peut jamais être inférieur à sept cent cinquante mille livres sterling (£750,000).

(II) Les paiements de la Compagnie selon cet article seront faits comme suit :

- (a) Les 31 mars, 30 juin, 30 septembre et 31 décembre de chaque année, chaque fois cent quatre-vingt-sept mille cinq cents livres sterling (£187,500). (Le paiement relatif au 31 mars 1933 sera effectué immédiatement après la ratification de la présente Convention.)
- (b) Le 28 février 1934, et ensuite à la même date de chaque année, le montant de la redevance pour l'année précédente sur le tonnage prévu dans l'alinéa (I, a) après déduction de la somme de sept cent cinquante mille livres sterling (£750,000) déjà payée selon l'alinéa (II, a).
- (c) Toute somme due au Gouvernement selon l'alinéa (I, b) de cet article lui sera payée en même temps que s'effectuera la répartition aux actions ordinaires.

(III) A l'expiration de cette Concession, ainsi qu'en cas de renonciation par la Compagnie selon l'article 25 celle-ci paiera au Gouvernement une somme égale à vingt pour cent (20 pour cent) :

- (a) de la différence en plus entre le montant des réserves (general reserve) de l'Anglo-Persian Oil Company (Limited) à la date de l'expiration de la Concession ou de sa renonciation, et le montant des mêmes réserves à la date du 31 décembre 1932;
- (b) de la différence en plus entre le solde à nouveau reporté par l'Anglo-Persian Oil Company (Limited) à la date de l'expiration de la Concession ou de sa renonciation, et le solde à nouveau reporté par la même Compagnie le 31 décembre 1932. Tout paiement dû au Gouvernement d'après cet alinéa sera effectué dans le délai d'un mois après la date de l'assemblée générale de la Compagnie, subséquente à l'expiration ou à la renonciation de la Concession.

(IV) Le Gouvernement aura le droit de contrôler les décomptes se rapportant à l'alinéa (I, a) qui lui seront envoyés au plus tard le 28 février pour l'année précédente.

(V) Pour garantir le Gouvernement contre toute perte pouvant résulter des fluctuations de la valeur monétaire anglaise, les parties ont convenu ce qui suit :

- (a) Si, à un moment quelconque, le prix de l'or à Londres dépasse six livres sterling par once (ounce troy), les paiements à effectuer par la Compagnie en vertu de la présente Convention (à l'exception des sommes revenant au Gouvernement en vertu des alinéas (I, b) et (III, a et b) du présent article et de l'alinéa (I, a) de l'article 23) seront augmentés d'un mille quatre cent quarantième ( $\frac{1}{1440}$ ) pour chaque penny d'augmentation du prix de l'or au-dessus de six livres sterling (£6) par once (ounce troy) au jour de l'échéance des paiements.
- (b) Si, à un moment quelconque, le Gouvernement estime que l'or a cessé d'être la base générale des valeurs et que les paiements mentionnés

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ci-dessus ne lui donnent plus la garantie qui est dans les intentions des parties, celles-ci se mettront d'accord au sujet d'une modification de la nature de la garantie susmentionnée ou, à défaut d'un tel arrangement, soumettront la question au tribunal arbitral (article 22), qui déclarera si la garantie prévue à l'alinéa (a) ci-dessus doit être changée et, dans l'affirmative, déterminera les conditions qui y seront substituées et fixera la période à laquelle celles-ci s'appliqueront.

(VI) En cas d'un retard, au delà des dates fixées dans la présente Convention, éventuellement apporté par la Compagnie dans le versement des sommes dues par elle au Gouvernement, un intérêt de cinq pour cent (5 pour cent) par an sera payé pour la durée du retard.

ARTICLE 11.

(I) La Compagnie sera complètement exempte, pour ses opérations en Perse pendant les trente premières années, de toute imposition actuelle ou future au profit de l'Etat et des autorités locales; en échange, les versements suivants seront effectués au Gouvernement :

- (a) Pendant les quinze premières années de cette Concession, le 28 février de chaque année et pour la première fois le 28 février 1934, neuf pence pour chacune des premières six millions (6,000,000) tonnes de pétrole, pour lesquelles la redevance prévue à l'article 10 (I, a) est payable pour l'année calendaire chrétienne précédente, et six pence pour chaque tonne au-dessus du chiffre de six millions (6,000,000) tonnes indiqué ci-dessus.
- (b) La Compagnie garantit que le montant payé en vertu de l'alinéa précédent ne sera jamais inférieur à deux cent vingt cinq mille livres sterling (£225,000).
- (c) Pendant les quinze années suivantes, un shilling pour chacune des premières six millions (6,000,000) tonnes de pétrole, pour lesquelles la redevance prévue à l'article 10 (I, a) est payable pour l'année calendaire précédente, et neuf pence pour chaque tonne au-dessus du chiffre de 6,000,000 tonnes indiqué ci-dessus.
- (d) La Compagnie garantit que le montant payé en vertu de l'alinéa précédent (c) ne sera jamais inférieur à trois cent mille livres sterling (£300,000).

(II) Avant l'année 1963, les parties se mettront d'accord sur les montants des versements annuels à effectuer, en échange de l'exemption complète de la Compagnie pour ses opérations en Perse de toute imposition au profit de l'Etat et des autorités locales, pendant la seconde période de trente ans s'étendant jusqu'au 31 décembre 1993.

ARTICLE 12.

(a) La Compagnie, pour ses opérations en Perse en vertu de la présente Convention, se servira de tous les moyens qui sont d'usage et convenables, pour assurer l'économie et le bon rendement de ses opérations, pour conserver les gisements de pétrole et pour exploiter sa concession par les méthodes conformes aux progrès scientifiques du jour.

(b) Si, dans le territoire de la Concession, se trouvent d'autres substances minérales que le pétrole ou des bois et forêts appartenant au Gouvernement, la Compagnie ne pourra les exploiter en vertu de la présente Concession, ni s'opposer à leur exploitation par d'autres personnes (à condition de respecter les dispositions du littéra (c) de l'article 7); mais la Compagnie aura le droit d'utiliser lesdites substances ou les bois et forêts susvisés s'ils sont nécessaires à l'exploration ou à l'extraction du pétrole.

(c) Tous les sondages qui, n'ayant pas abouti à la découverte de pétrole, produisent des eaux ou des matières précieuses, doivent être réservés au Gouvernement qui sera immédiatement avisé de ces découvertes par la Compagnie, et le Gouvernement l'informerait aussitôt que possible s'il veut en prendre possession. Dans l'affirmative, il veillera à ce que les opérations de la Compagnie ne soient pas entravées.

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ARTICLE 13.

La Compagnie s'engage à remettre, à ses propres frais et dans un délai raisonnable, au Ministère des Finances, chaque fois que le représentant du Gouvernement le demandera, des copies exactes de tous les plans, cartes, profils et toutes autres données, soit topographiques, géologiques ou de sondage, se rapportant au territoire de la Concession, qui se trouvent en sa possession.

En outre, la Compagnie communiquera au Gouvernement pendant toute la durée de la Concession toutes les données importantes scientifiques et techniques résultant de ses travaux en Perse.

Tous ces documents seront considérés par le Gouvernement comme confidentiels.

ARTICLE 14.

(a) Le Gouvernement aura le droit de faire inspecter à son gré, à tout temps raisonnable, l'activité technique de la Compagnie en Perse, et de nommer à ce but des experts-spécialistes techniques.

(b) La Compagnie mettra à la disposition des experts-spécialistes nommés à cette fin par le Gouvernement, toute sa documentation relative aux données scientifiques et techniques, ainsi que toutes les installations et moyens de mesurage, et ces experts-spécialistes auront, en outre, le droit de demander toutes informations dans tous les bureaux de la Compagnie et sur tous les territoires en Perse.

ARTICLE 15.

Le Gouvernement aura le droit de nommer un représentant qui sera désigné "Délégué du Gouvernement impérial." Ce représentant aura le droit :

- (1) d'obtenir de la Compagnie toutes les informations auxquelles ont droit les actionnaires de la Compagnie;
- (2) d'assister à toutes les séances du Conseil d'Administration, de ses comités et à toutes les séances des Assemblées générales, convoquées pour délibérer sur toute question résultant des relations entre le Gouvernement et la Compagnie;
- (3) de présider *ea officio*, avec vote décisif, le Comité à créer par la Compagnie dans le but de distribuer l'allocation et de surveiller l'éducation professionnelle en Grande-Bretagne des ressortissants persans visés à l'article 16;
- (4) de demander que des réunions spéciales du Conseil d'Administration soient convoquées à un moment quelconque, pour délibérer sur toute proposition que le Gouvernement lui soumettra. Ces réunions seront convoquées avec un délai de quinze jours à dater de la réception par le secrétaire de la Compagnie d'une demande écrite à cette fin.

La Compagnie paiera au Gouvernement pour couvrir les dépenses incombant à celui-ci du chef de la rémunération et des dépenses du délégué susmentionné une somme annuelle de deux mille livres sterling (£2,000). Le Gouvernement avertira par écrit la Compagnie de la nomination de ce délégué et, éventuellement, de son remplacement.

ARTICLE 16.

(I) Les deux parties reconnaissent et acceptent comme principe directeur de l'exécution de cette convention la suprême nécessité, dans leur intérêt mutuel, de maintenir le plus haut degré d'efficacité et d'économie dans l'administration et les opérations de la Compagnie en Perse.

(II) Il est toutefois entendu que la Compagnie recrutera ses artisans ainsi que son personnel technique et commercial parmi les ressortissants persans pour autant qu'elle trouve en Perse des personnes possédant la compétence et l'expérience requises. Il est également entendu que le personnel non qualifié sera composé exclusivement de ressortissants persans.

(III) Les parties se déclarent d'accord pour étudier et préparer un plan général de réduction annuelle et progressive des employés non persans afin de leur substituer dans le plus bref délai possible et progressivement des ressortissants persans.

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(IV) La Compagnie fera une allocation annuelle de dix mille livres sterling pour donner en Grande-Bretagne, à des ressortissants persans, l'éducation professionnelle nécessaire à l'industrie pétrolière.  
La susdite allocation sera dépensée par un Comité qui sera constitué suivant l'article 15.

ARTICLE 17.

La Compagnie se chargera de l'organisation, et en supportera les frais d'installation, de contrôle et d'entretien, des mesures sanitaires et de santé publique, selon les exigences de l'hygiène la plus moderne pratiquée en Perse, sur tous les terrains de la Compagnie et dans tous les bâtiments et habitations, affectés par elle à l'usage de son personnel, y compris les ouvriers employés dans le territoire de la Concession.

ARTICLE 18.

Lorsque la Compagnie fera des émissions d'actions dans le public, les listes de souscription devront être ouvertes à Téhéran en même temps qu'ailleurs.

ARTICLE 19.

La Compagnie vendra pour la consommation intérieure en Perse, y compris les besoins du Gouvernement, l'essence (motor spirit), le lampant (kerosene) et le mazout (fuel oil), produits du pétrole persan, sur la base suivante :

- (a) Le premier juin de chaque année la Compagnie établira les moyennes des prix f.o.b. Roumanie pour l'essence, le lampant et le mazout et les moyennes des prix f.o.b. du golfe du Mexique pour chacun des mêmes produits pendant la période précédente de douze mois prenant fin le 30 avril. On choisira de ces moyennes celles qui ont été les plus basses. Celles-ci seront "les prix de base" pour une période d'une année commençant le 1<sup>er</sup> juin. "Les prix de base" seront considérés comme étant les prix à la raffinerie.
- (b) La Compagnie vendra : (1) au Gouvernement pour ses propres besoins, et non pas pour la revente, l'essence, le lampant et le mazout aux prix de base, prévus à l'alinéa (a) ci-dessus, avec déduction de vingt-cinq pour cent (25 pour cent); (2) aux autres consommateurs aux prix de base avec déduction de dix pour cent (10 pour cent).
- (c) La Compagnie aura le droit d'ajouter aux prix de base mentionnés à l'alinéa (a) tous les frais réels de transport et de distribution et de vente, ainsi que tous impôts et taxes sur lesdits produits.
- (d) Le Gouvernement interdira l'exportation des produits du pétrole vendus par la Compagnie sous le régime du présent article.

ARTICLE 20.

(I) (a) Pendant les dix dernières années de la Concession ou pendant les deux années du préavis précédant la renonciation à la Concession prévue par l'article 25, la Compagnie ne pourra vendre ou autrement aliéner, sauf à des sociétés subordonnées, un ou plusieurs de ses immeubles situés en Perse. Pendant la même période la Compagnie ne pourra aliéner ou exporter une quelconque de ses propriétés mobilières à l'exception de celles devenues inutilisables.

(b) Pendant toute la période précédant les dix dernières années de la Concession, la Compagnie ne pourra aliéner aucun terrain obtenu par elle gratuitement du Gouvernement; elle ne pourra non plus exporter de la Perse aucune propriété mobilière excepté dans le cas où celle-ci serait devenue inutilisable ou ne serait plus nécessaire pour les opérations de la Compagnie en Perse.

(II) A la fin de la Concession, soit par expiration ordinaire soit d'une autre manière, toute la propriété de la Compagnie en Perse deviendra propriété du Gouvernement dans un état convenable d'exploitation et libre de tous frais et de toutes charges.

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(III) L'expression "toute la propriété" comprend tous les terrains, bâtiments et usines, constructions, puits, jetées, routes, pipe-lines, ponts, systèmes d'égout et de distribution d'eau, machines, installations et équipements (y compris les outils) de toute sorte, tous les moyens de transport et de communication en Perse (y compris par exemple automobiles, voitures, avions), tous stocks et tous autres objets en Perse que la Compagnie utilise d'une manière quelconque pour les buts de la Concession.

ARTICLE 21.

Les parties contractantes déclarent baser l'exécution de la présente Convention sur les principes réciproques de bonne volonté et de bonne foi ainsi que sur une interprétation raisonnable de cette Convention.

La Compagnie s'engage formellement à avoir égard en tous temps et en tous lieux aux droits, privilèges et intérêts du Gouvernement et s'abstiendra de toute action ou omission préjudiciable à ceux-ci.

Cette Concession ne sera pas annulée par le Gouvernement et les dispositions y contenues ne seront altérées ni par une législation générale ou spéciale future, ni par des mesures administratives ou tous autres actes quelconques des autorités exécutives.

ARTICLE 22.

(a) Seront tranchés par la voie d'arbitrage tous différends de nature quelconque entre les parties et spécialement tous différends résultant de l'interprétation de cette Convention et des droits et obligations y contenus, ainsi que tous différends d'opinion pouvant naître à l'égard de questions pour la solution desquelles, d'après les dispositions de cette Convention, l'accord des deux parties est nécessaire.

(b) La partie qui demande l'arbitrage doit le notifier par écrit à l'autre. Chaque partie désignera un arbitre, et les deux arbitres, avant de procéder à l'arbitrage, désigneront un tiers arbitre. Si les deux arbitres ne peuvent pas, dans les deux mois, se mettre d'accord sur la personne du tiers arbitre, ce dernier sera nommé, à la demande d'une partie ou de l'autre, par le président de la Cour permanente de Justice internationale. Si le président de la Cour permanente de Justice internationale appartient à une nationalité ou à un pays qui n'a pas, en vertu de l'alinéa (c), qualité pour fournir le tiers arbitre, la nomination sera faite par le vice-président de ladite Cour.

(c) Le tiers arbitre sera d'une nationalité autre que persane ou britannique; en outre, il ne sera pas en étroite relation avec la Perse ou avec la Grande-Bretagne comme appartenant à un dominion, un protectorat, une colonie, un pays de mandat ou autre administré ou occupé par un des deux pays précités ou comme étant ou ayant été au service d'un de ces pays.

(d) Si l'une des parties ne désigne pas son arbitre ou n'en notifie pas la désignation à la partie adverse, dans les soixante jours après avoir reçu notification de la demande d'arbitrage, l'autre partie aura le droit de demander au président de la Cour permanente de Justice internationale (ou au vice-président dans le cas prévu à la finale de l'alinéa (b)) de nommer un seul arbitre, à choisir parmi des personnes qualifiées comme il est mentionné ci-dessus, et dans ce cas le différend sera tranché par ce seul arbitre.

(e) La procédure de l'arbitrage sera celle qui sera suivie au moment de l'arbitrage, par la Cour permanente de Justice internationale. Le lieu et le temps de l'arbitrage seront déterminés, selon le cas, par le tiers arbitre ou par l'arbitre unique visé à l'alinéa (d).

(f) La sentence se basera sur les principes juridiques contenus dans l'article 38 des Statuts de la Cour permanente de Justice internationale. La sentence sera sans appel.

(g) Les frais d'arbitrage seront supportés de la façon déterminée par la sentence.

ARTICLE 23.

(I) En entière liquidation de toutes les réclamations de toute nature du Gouvernement pour ce qui concerne le passé jusqu'à la date de l'entrée en vigueur

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de cette Convention (sauf en ce qui touche les impôts persans), la Compagnie :  
(a) paiera dans le délai de trente jours à compter de ladite date la somme d'un million de livres sterling (£1,000,000) et en outre (b) réglera les paiements dus au Gouvernement pour les exercices 1931 et 1932 sur la base de l'article 10 de cette Convention et non sur celle de l'ancienne Concession D'Arcy, après déduction de deux cent mille livres sterling (£200,000) payées en 1932 au Gouvernement comme avance sur les redevances et £113,403 3s. 10d. mises en dépôt à la disposition du Gouvernement.

(II) Dans le même délai, la Compagnie paiera au Gouvernement en entière liquidation de toutes ses réclamations en matière d'impôts pour la période du 21 mars 1930 jusqu'au 31 décembre 1932 une somme calculée sur la base de l'alinéa (a) du paragraphe 1 de l'article 11, mais sans la garantie prévue à l'alinéa (b) du même paragraphe.

ARTICLE 24.

Si en raison de l'annulation de la Concession D'Arcy il se produit des litiges entre la Compagnie et des particuliers au sujet de la durée des contrats de baux passés en Perse avant le 1<sup>er</sup> décembre 1932 dans les limites permises par la Concession D'Arcy, le litige sera tranché suivant les règles interprétatives suivantes :

- (a) Si le contrat doit finir, d'après ses propres termes, à la fin de la Concession D'Arcy, il gardera sa valeur jusqu'au 28 mai 1961, nonobstant l'annulation de ladite Concession.
- (b) Si on a prévu dans le contrat qu'il sera valable pour la durée de la Concession D'Arcy et dans l'éventualité de son renouvellement pour la durée de la Concession renouvelée, le contrat gardera sa valeur jusqu'au 31 décembre 1993.

ARTICLE 25.

La Compagnie aura le droit de renoncer à cette Concession à la fin de toute année calendaire chrétienne, moyennant notification écrite au Gouvernement par un préavis de deux ans.

A l'expiration du délai ci-dessus prévu, la totalité de la propriété de la Compagnie en Perse (définie à l'article 20, III) deviendra gratuitement et sans charge propriété du Gouvernement dans un état convenable d'exploitation et la Compagnie sera libérée de tout engagement pour l'avenir. Dans le cas où il y aurait des litiges entre les parties concernant leurs engagements avant l'expiration du délai ci-dessus prévu, le différend sera tranché par l'arbitrage prévu à l'article 22.

ARTICLE 26.

Cette Concession est octroyée à la Compagnie pour la période commençant le jour de son entrée en vigueur et expirant le 31 décembre 1993.

Avant la date du 31 décembre 1993 cette Concession ne pourra prendre fin que dans le cas où la Compagnie renoncerait à la Concession (article 25) ou dans le cas où le tribunal arbitral déclarerait annulée la Concession par suite de faute de la Compagnie dans l'exécution de la présente Convention.

Ne seront considérés comme fautes dans ce sens que les cas suivants :

- (a) si une somme quelconque allouée à la Perse par le tribunal arbitral n'a pas été payée dans le délai d'un mois à compter de la sentence;
- (b) si la liquidation volontaire ou forcée de la Compagnie est décidée.

En tous autres cas d'infraction à la présente Convention par l'une ou l'autre partie, le tribunal arbitral fixera les responsabilités et en déterminera les conséquences.

Tout transfert de la Concession sera subordonné à la ratification du Gouvernement.

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ARTICLE 27.

Cette Convention entrera en vigueur après avoir été ratifiée par le Medjlesse et promulguée par le décret de Sa Majesté impériale le Chah. Le Gouvernement s'engage à soumettre cette Convention, le plus tôt possible, à la ratification du Medjlesse.

Fait à Téhéran le vingt-neuf avril mil neuf cent trente-trois.

Pour le Gouvernement impérial de la Perse :

S. H. TAQIZADEH.

For and on behalf of the Anglo-Persian Oil

Company (Limited):

JOHN CADMAN, *Chairman.*

W. FRASER, *Deputy Chairman.*

(Translation.)

PREAMBLE.

FOR the purpose of establishing a new Concession to replace that which was granted in 1901 to William Knox D'Arcy, the present Concession is granted by the Persian Government and accepted by the Anglo-Persian Oil Company (Limited).

This Concession shall regulate in the future the relations between the two parties above mentioned.

DEFINITIONS.

The following definitions of certain terms used in the present Agreement are applicable for the purposes hereof without regard to any different meaning which may or might be attributed to those terms for other purposes:—

"The Government" means the Imperial Government of Persia.

"The Company" means the Anglo-Persian Oil Company (Limited) and all its subordinate companies.

"The Anglo-Persian Oil Company (Limited)" means the Anglo-Persian Oil Company (Limited) or any other body corporate to which, with the consent of "the Government" (article 26), this Concession might be transferred.

"Subordinate Company" means any company for which "the Company" has the right to nominate directly or indirectly more than one-half of the directors, or in which "the Company" holds, directly or indirectly, a number of shares sufficient to assure it more than 50 per cent. of all voting rights at the general meetings of such a company.

"Petroleum" means crude oil, natural gases, asphalt, ozokerite, as well as all products obtained either from these substances or by mixing these substances with other substances.

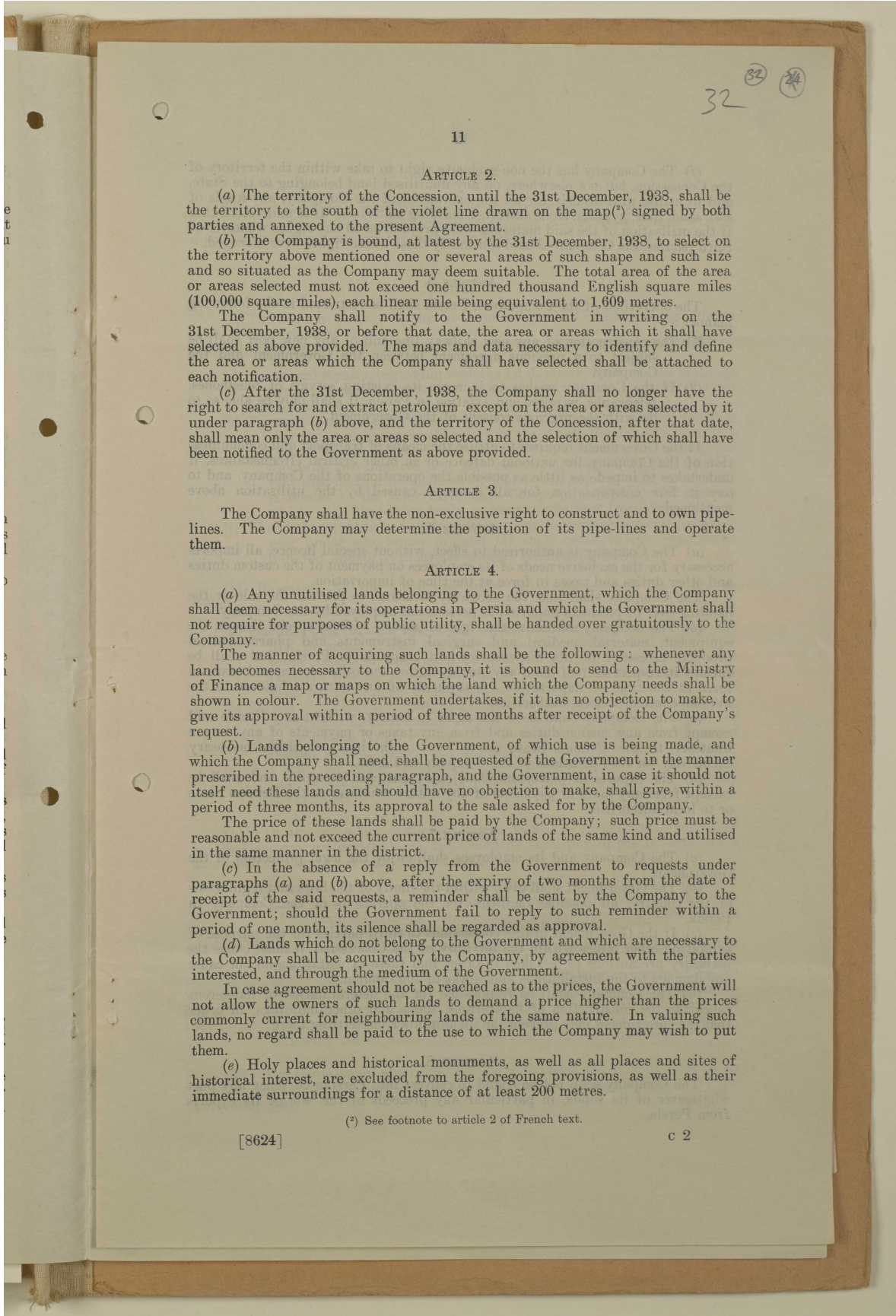
"Operations of the Company in Persia" means all industrial, commercial and technical operations carried on by "the Company" exclusively for the purposes of this Concession.

ARTICLE 1.

The Government grants to the Company, on the terms of this Concession, the exclusive right, within the territory of the Concession, to search for and extract petroleum, as well as to refine or treat in any other manner and render suitable for commerce the petroleum obtained by it.

The Government also grants to the Company, throughout Persia, the non-exclusive right to transport petroleum, to refine or treat it in any other manner and to render it suitable for commerce, as well as to sell it in Persia and to export it.

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ARTICLE 2.

(a) The territory of the Concession, until the 31st December, 1938, shall be the territory to the south of the violet line drawn on the map<sup>(\*)</sup> signed by both parties and annexed to the present Agreement.

(b) The Company is bound, at latest by the 31st December, 1938, to select on the territory above mentioned one or several areas of such shape and such size and so situated as the Company may deem suitable. The total area of the area or areas selected must not exceed one hundred thousand English square miles (100,000 square miles), each linear mile being equivalent to 1,609 metres.

The Company shall notify to the Government in writing on the 31st December, 1938, or before that date, the area or areas which it shall have selected as above provided. The maps and data necessary to identify and define the area or areas which the Company shall have selected shall be attached to each notification.

(c) After the 31st December, 1938, the Company shall no longer have the right to search for and extract petroleum except on the area or areas selected by it under paragraph (b) above, and the territory of the Concession, after that date, shall mean only the area or areas so selected and the selection of which shall have been notified to the Government as above provided.

ARTICLE 3.

The Company shall have the non-exclusive right to construct and to own pipe-lines. The Company may determine the position of its pipe-lines and operate them.

ARTICLE 4.

(a) Any unutilised lands belonging to the Government, which the Company shall deem necessary for its operations in Persia and which the Government shall not require for purposes of public utility, shall be handed over gratuitously to the Company.

The manner of acquiring such lands shall be the following: whenever any land becomes necessary to the Company, it is bound to send to the Ministry of Finance a map or maps on which the land which the Company needs shall be shown in colour. The Government undertakes, if it has no objection to make, to give its approval within a period of three months after receipt of the Company's request.

(b) Lands belonging to the Government, of which use is being made, and which the Company shall need, shall be requested of the Government in the manner prescribed in the preceding paragraph, and the Government, in case it should not itself need these lands and should have no objection to make, shall give, within a period of three months, its approval to the sale asked for by the Company.

The price of these lands shall be paid by the Company; such price must be reasonable and not exceed the current price of lands of the same kind and utilised in the same manner in the district.

(c) In the absence of a reply from the Government to requests under paragraphs (a) and (b) above, after the expiry of two months from the date of receipt of the said requests, a reminder shall be sent by the Company to the Government; should the Government fail to reply to such reminder within a period of one month, its silence shall be regarded as approval.

(d) Lands which do not belong to the Government and which are necessary to the Company shall be acquired by the Company, by agreement with the parties interested, and through the medium of the Government.

In case agreement should not be reached as to the prices, the Government will not allow the owners of such lands to demand a price higher than the prices commonly current for neighbouring lands of the same nature. In valuing such lands, no regard shall be paid to the use to which the Company may wish to put them.

(e) Holy places and historical monuments, as well as all places and sites of historical interest, are excluded from the foregoing provisions, as well as their immediate surroundings for a distance of at least 200 metres.

(\*) See footnote to article 2 of French text.

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(f) The Company has the non-exclusive right to take within the territory of the Concession, but not elsewhere, on any unutilised land belonging to the State, and to utilise gratuitously for all the operations of the Company, any kinds of soil, sand, lime, gypsum, stone and other building materials. It is understood that if the utilisation of the said materials were prejudicial to any rights whatever of third parties, the Company should indemnify those whose rights were infringed.

ARTICLE 5.

The operations of the Company in Persia shall be restricted in the following manner :—

- (1) The construction of any new railway line and of any new port shall be subject to a previous agreement between the Government and the Company.
- (2) If the Company wishes to increase its existing service of telephones, telegraphs, wireless and aviation in Persia, it shall only be able so to do with the previous consent of the Government.

If the Government requires to utilise the means of transport and communication of the Company for national defence or in other critical circumstances, it undertakes to impede as little as possible the operations of the Company, and to pay it fair compensation for all damages caused by the utilisation above mentioned.

ARTICLE 6.

(a) The Company is authorised to effect, without special licence, all imports necessary for the exclusive needs of its employees on payment of the custom duties and other duties and taxes in force at the time of importation.

The Company shall take the necessary measures to prevent the sale or the handing over of products imported to persons not employed by the Company.

(b) The Company shall have the right to import, without special licence, the equipment, material, medical and surgical instruments and pharmaceutical products necessary for its dispensaries and hospitals in Persia, and shall be exempt in respect thereof from any custom duties and other duties and taxes in force at the time of importation, or payments of any nature whatever to the Persian State or to local authorities.

(c) The Company shall have the right to import, without any licence and exempt from any custom duties and from any taxes or payments of any nature whatever to the Persian State or to local authorities, anything necessary exclusively for the operations of the Company in Persia.

(d) The exports of petroleum shall enjoy customs immunity and shall be exempt from any taxes or payments of any nature whatever to the Persian State or to local authorities.

ARTICLE 7.

(a) The Company and its employees shall enjoy the legal protection of the Government.

(b) The Government shall give, within the limits of the laws and regulations of the country, all possible facilities for the operations of the Company in Persia.

(c) If the Government grants concessions to third parties for the purpose of exploiting other mines within the territory of the Concession, it must cause the necessary precautions to be taken in order that these exploitations do not cause any damage to the installations and works of the Company.

(d) The Company shall be responsible for the determination of dangerous zones for the construction of habitations, shops and other buildings, in order that the Government may prevent the inhabitants from settling there.

ARTICLE 8.

The Company shall not be bound to convert into Persian currency any part whatsoever of its funds, in particular any proceeds of the sale of its exports from Persia.

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ARTICLE 9.

The Company shall immediately make its arrangements to proceed with its operations in the province of Kermanshah through a subsidiary company with a view to producing and refining petroleum there.

ARTICLE 10.

(I) The sums to be paid to the Government by the Company in accordance with this Agreement (besides those provided in other articles) are fixed as follows :—

- (a) An annual royalty, beginning with the 1st January, 1933, of four shillings per ton of petroleum sold for consumption in Persia or exported from Persia.
- (b) Payment of a sum equal to twenty per cent. (20 per cent.) of the distribution to the ordinary stockholders of the Anglo-Persian Oil Company (Limited), in excess of the sum of six hundred and seventy-one thousand two hundred and fifty pounds sterling (£671,250) whether that distribution be made as dividends for any one year or whether it relates to the reserves of that Company, exceeding the reserves which, according to its books, existed on the 31st December, 1932.
- (c) The total amount to be paid by the Company for each calendar (Christian) year under sub-clauses (a) and (b) shall never be less than seven hundred and fifty thousand pounds sterling (£750,000).

(II) Payments by the Company under this article shall be made as follows :—

- (a) On the 31st March, the 30th June, the 30th September and the 31st December of each year, on each occasion one hundred and eighty-seven thousand five hundred pounds sterling (£187,500). (The payment relating to the 31st March, 1933, shall be made immediately after the ratification of the present Agreement.)
- (b) On the 28th February, 1934, and thereafter on the same date in each year, the amount of the tonnage royalty for the previous year provided for in sub-clause (I) (a) less the sum of seven hundred and fifty thousand pounds sterling (£750,000), already paid under sub-clause (II) (a).
- (c) Any sums due to the Government under sub-clause (I) (b) of this article shall be paid simultaneously with any distributions to the ordinary stockholders.

(III) On the expiration of the Concession, as well as in the case of surrender by the Company under article 25, the Company shall pay to the Government a sum equal to twenty per cent. (20 per cent.) of—

- (a) The surplus difference between the amount of the reserves (General Reserve) of the Anglo-Persian Oil Company (Limited), at the date of the expiration of the Concession or of its surrender, and the amount of the same reserves at the 31st December, 1932.
- (b) The surplus difference between the balance carried forward by the Anglo-Persian Oil Company (Limited) at the date of the expiration of the Concession or of its surrender and the balance carried forward by that Company at the 31st December, 1932. Any payment due to the Government under this clause shall be made within a period of one month from the date of the general meeting of the Company, following the expiration or the surrender of the Concession.

(IV) The Government shall have the right to check the returns relating to sub-clause (I) (a) which shall be made to it at latest on the 28th February for the preceding year.

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(V) To secure the Government against any loss which might result from fluctuations in the value of English currency, the parties have agreed as follows :—

- (a) If, at any time, the price of gold in London exceeds six pounds sterling per ounce (ounce troy) the payments to be made by the Company in accordance with the present Agreement (with the exception of sums due to the Government under sub-clause (I) (b) and clause (III) (a) and (b) of this article and sub-clause (I) (a) of article 23) shall be increased by one thousand four hundred and fortieth part ( $\frac{1}{1440}$ ) for each penny of increase of the price of gold above six pounds sterling (£6) per ounce (ounce troy) on the date due of the payments.
- (b) If, at any time, the Government considers that gold has ceased to be the general basis of values and that the payments above mentioned no longer give it the security which is intended by the parties, the parties shall come to an agreement as to a modification of the nature of the security above mentioned or, in default of such an arrangement, shall submit the question to the Arbitration Court (article 22), which shall decide whether the security provided in sub-clause (a) above ought to be altered and, if so, shall settle the provisions to be substituted therefor and shall fix the period to which such provisions shall apply.

(VI) In case of a delay, beyond the dates fixed in the present Agreement, which might be made by the Company in the payment of sums due by it to the Government, interest at five per cent. (5 per cent.) per annum shall be paid for the period of delay.

ARTICLE 11.

(I) The Company shall be completely exempt, for its operations in Persia, for the first thirty years, from any taxation, present or future, of the State and of local authorities; in consideration therefor the following payments shall be made to the Government :—

- (a) During the first fifteen years of this Concession, on the 28th February of each year and for the first time on the 28th February, 1934, nine pence for each of the first six million (6,000,000) tons of petroleum, on which the royalty provided for in article 10 (I) (a) is payable for the preceding calendar (Christian) year, and six pence for each ton in excess of the figure of six million (6,000,000) tons above defined.
- (b) The Company guarantees that the amount paid under the preceding sub-clause shall never be less than two hundred and twenty-five thousand pounds sterling (£225,000).
- (c) During the fifteen years following, one shilling for each of the first six million (6,000,000) tons of petroleum, on which the royalty provided for in article 10 (I) (a) is payable for the preceding calendar year, and nine pence for each ton in excess of the figure of 6,000,000 tons above defined.
- (d) The Company guarantees that the amount paid under the preceding sub-clause (c) shall never be less than three hundred thousand pounds sterling (£300,000).

(II) Before the year 1963, the parties shall come to an agreement as to the amounts of the annual payments to be made, in consideration of the complete exemption of the Company for its operations in Persia from any taxation of the State and of local authorities, during the second period of thirty years extending until the 31st December, 1993.

ARTICLE 12.

(a) The Company, for its operations in Persia in accordance with the present Agreement, shall employ all means customary and proper, to ensure economy in and good returns from its operations, to preserve the deposits of petroleum and to exploit its Concession by methods in accordance with the latest scientific progress.

(b) If, within the territory of the Concession, there exist other mineral substances than petroleum or woods and forests belonging to the Government, the

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Company may not exploit them in accordance with the present Concession, nor object to their exploitation by other persons (subject to the due compliance with the terms of clause (c) of article 7); but the Company shall have the right to utilise the said substances or the woods and forests above mentioned if they are necessary for the exploration or the extraction of petroleum.

(c) All boreholes which, not having resulted in the discovery of petroleum, produce water or precious substances, should be reserved for the Government which shall immediately be informed of these discoveries by the Company, and the Government shall inform the Company as soon as possible if it wishes to take possession of them. If it should so wish, it shall watch that the operations of the Company be not impeded.

ARTICLE 13.

The Company undertakes to send, at its own expense and within a reasonable time, to the Ministry of Finance, whether the representative of the Government shall request it, accurate copies of all plans, maps, sections and any other data whether topographical, geological or of drilling, relating to the territory of the Concession, which are in its possession.

Furthermore, the Company shall communicate to the Government throughout the duration of the Concession all important scientific and technical data resulting from its work in Persia.

All these documents shall be considered by the Government as confidential.

ARTICLE 14.

(a) The Government shall have the right to cause to be inspected at its wish, at any reasonable time, the technical activity of the Company in Persia, and to nominate for this purpose technical specialist experts.

(b) The Company shall place at the disposal of the specialist experts nominated to this end by the Government, the whole of its records relative to scientific and technical data, as well as all measuring apparatus and means of measurement, and these specialist experts shall, further, have the right to ask for any information in all the offices of the Company and on all the territories in Persia.

ARTICLE 15.

The Government shall have the right to appoint a representative who shall be designated "Delegate of the Imperial Government." This representative shall have the right—

- (1) To obtain from the Company all the information to which the stockholders of the Company are entitled.
- (2) To be present at all the meetings of the Board of Directors, of its committees and at all the meetings of stockholders, which have been convened to consider any question arising out of the relations between the Government and the Company.
- (3) To preside *ex officio*, with a casting vote, over the Committee to be set up by the Company for the purpose of distributing the grant for and supervising the professional education in Great Britain of Persian nationals referred to in article 16.
- (4) To request that special meetings of the Board of Directors shall be convened at any time, to consider any proposal that the Government shall submit to it. These meetings shall be convened within fifteen days from the date of the receipt by the secretary of the Company of a request in writing to that end.

The Company shall pay to the Government to cover the expenses to be borne by it in respect of the salary and expenses of the above-mentioned delegate a yearly sum of two thousand pounds sterling (£2,000). The Government shall notify the Company in writing of the appointment of this delegate and of any changes in such appointment.

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ARTICLE 16.

(I) Both parties recognise and accept as the principle governing the performance of this Agreement the supreme necessity, in their mutual interest, of maintaining the highest degree of efficiency and of economy in the administration and the operations of the Company in Persia.

(II) It is, however, understood that the Company shall recruit its artisans as well as its technical and commercial staff from among Persian nationals to the extent that it shall find in Persia persons who possess the requisite competence and experience. It is further understood that the unskilled staff shall be composed exclusively of Persian nationals.

(III) The parties declare themselves in agreement to study and prepare a general plan of yearly and progressive reduction of the non-Persian employees with a view to replacing them in the shortest possible time and progressively by Persian nationals.

(IV) The Company shall make a yearly grant of ten thousand pounds sterling in order to give in Great Britain, to Persian nationals, the professional education necessary for the oil industry.

The said grant shall be expended by a committee which shall be constituted as provided in article 15.

ARTICLE 17.

The Company shall be responsible for organising and shall pay the cost of the provision, control and upkeep of, sanitary and public health services, according to the requirements of the most modern hygiene practised in Persia, on all the lands of the Company and in all buildings and dwellings, destined by the Company for the use of its employees, including the workmen employed within the territory of the Concession.

ARTICLE 18.

Whenever the Company shall make an issue of shares to the public, the subscription lists shall be opened at Tehran at the same time as elsewhere.

ARTICLE 19.

The Company shall sell for internal consumption in Persia, including the needs of the Government, motor spirit, kerosene and fuel oil, produced from Persian petroleum, on the following basis:—

- (a) On the 1st June in each year the Company shall ascertain the average Roumanian f.o.b. prices for motor spirit, kerosene and fuel oil and the average Gulf of Mexico f.o.b. prices for each of these products during the preceding period of twelve months ending on the 30th April. The lowest of these average prices shall be selected. Such prices shall be the "basic prices" for a period of one year beginning on the 1st June. The "basic prices" shall be regarded as being the prices at the refinery.
- (b) The Company shall sell: (1) to the Government for its own needs, and not for resale, motor spirit, kerosene and fuel oil at the basic prices provided in sub-clause (a) above with a deduction of twenty-five per cent. (25 per cent.); (2) to other consumers at the basic prices with a deduction of ten per cent. (10 per cent.).
- (c) The Company shall be entitled to add to the basic prices mentioned in sub-clause (a), all actual costs of transport and of distribution and of sale, as well as any imposts and taxes on the said products.
- (d) The Government shall forbid the export of the petroleum products sold by the Company under the provisions of this article.

ARTICLE 20.

(I) (a) During the last ten years of the Concession or during the two years from the notice preceding the surrender of the Concession provided in article 25, the Company shall not sell or otherwise alienate, except to subordinate companies, any of its immovable properties in Persia. During the same period the Company shall not alienate or export any of its movable property whatever except such as has become unutilisable.

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(b) During the whole of the period preceding the last ten years of the Concession, the Company shall not alienate any land obtained by it gratuitously from the Government; it shall not export from Persia any movable property except in the case when such property shall have become unutilisable or shall be no longer necessary for the operations of the Company in Persia.

(II) At the end of the Concession, whether by expiration of time or otherwise, all the property of the Company in Persia shall become the property of the Government in proper working order and free of any expenses and of any encumbrances.

(III) The expression "all the property" comprises all the lands, buildings and workshops, constructions, wells, jetties, roads, pipe-lines, bridges, drainage and water supply systems, engines, installations and equipments (including tools) of any sort, all means of transport and communication in Persia (including, for example, automobiles, carriages, aeroplanes), any stocks and any other objects in Persia which the Company is utilising in any manner whatsoever for the objects of the Concession.

ARTICLE 21.

The contracting parties declare that they base the performance of the present agreement on principles of mutual goodwill and good faith as well as on a reasonable interpretation of this Agreement.

The Company formally undertakes to have regard at all times and in all places to the rights, privileges and interests of the Government and shall abstain from any action or omission which might be prejudicial to them.

This Concession shall not be annulled by the Government and the terms therein contained shall not be altered either by general or special legislation in the future, or by administrative measures or any other acts whatever of the executive authorities.

ARTICLE 22.

(a) Any differences between the parties of any nature whatever and in particular any differences arising out of the interpretation of this Agreement and of the rights and obligations therein contained as well as any differences of opinion which may arise relative to questions for the settlement of which, by the terms of this Agreement, the agreement of both parties is necessary, shall be settled by arbitration.

(b) The party which requests arbitration shall so notify the other party in writing. Each of the parties shall designate an arbitrator, and the two arbitrators, before proceeding to arbitration, shall appoint an umpire. If the two arbitrators cannot, within two months, agree on the person of the umpire, the latter shall be nominated, at the request of either of the parties, by the President of the Permanent Court of International Justice. If the President of the Permanent Court of International Justice belongs to a nationality or a country which, in accordance with clause (c) is not qualified to furnish the umpire, the nomination shall be made by the Vice-President of the said Court.

(c) The umpire shall be of a nationality other than Persian or British; furthermore, he shall not be closely connected with Persia or with Great Britain as belonging to a dominion, a protectorate, a colony, a mandated country or other country administered or occupied by one of the two countries above mentioned or as being or having been in the service of one of these countries.

(d) If one of the parties does not appoint its arbitrator or does not advise the other party of its appointment within sixty days of having received notification of the request for arbitration, the other party shall have the right to request the President of the Permanent Court of International Justice (or the Vice-President in the case provided at the end of clause (b)) to nominate a sole arbitrator, to be chosen from among persons qualified as above mentioned, and in this case the difference shall be settled by this sole arbitrator.

(e) The procedure of arbitration shall be that followed, at the time of arbitration, by the Permanent Court of International Justice. The place and time of arbitration shall be fixed by the umpire or the sole arbitrator provided for in clause (d), as the case may be.

(f) The award shall be based on the juridical principles contained in article 38 of the Statutes of the Permanent Court of International Justice. There shall be no appeal against the award.

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(g) The expenses of arbitration shall be borne in the manner determined by the award.

ARTICLE 23.

(I) In full settlement of all the claims of the Government of any nature in respect of the past until the date of coming into force of this Agreement (except in regard to Persian taxation), the Company (a) shall pay within a period of thirty days from the said date the sum of one million pounds sterling (£1,000,000) and besides (b) shall settle the payments due to the Government for the financial years 1931 and 1932 on the basis of article 10 of this Agreement and not on that of the former D'Arcy Concession, after deduction of the sum of two hundred thousand pounds sterling (£200,000) paid in 1932 to the Government as an advance against the royalties and £113,403 3s. 10d. placed on deposit at the disposal of the Government.

(II) Within the same period, the Company shall pay to the Government in full settlement of all its claims in respect of taxation for the period from the 21st March, 1930, to the 31st December, 1932, a sum calculated on the basis of sub-clause (a) of clause I of article 11, but without the guarantee provided in sub-clause (b) of the same clause.

ARTICLE 24.

If, by reason of the annulment of the D'Arcy Concession, litigation should arise between the Company and private persons on the subject of the duration of leases made in Persia before the 1st December, 1932, within the limits allowed by the D'Arcy Concession, the litigation shall be decided according to the rules of interpretation following:—

- (a) If the lease is to determine, according to its terms, at the end of the D'Arcy Concession, it shall retain its validity until the 28th May, 1961, notwithstanding the annulment of the said Concession.
- (b) If it has been provided in the lease that it shall be valid for the duration of the D'Arcy Concession and in the event of its renewal the duration of the renewed Concession, the lease shall retain its validity until the 31st December, 1933.

ARTICLE 25.

The Company shall have the right to surrender this Concession at the end of any Christian calendar year on giving to the Government notice in writing two years previously.

On the expiry of the period above provided, the whole of the property of the Company in Persia (defined in article 20 (III)) shall become free of cost and without encumbrances the property of the Government in proper working order and the Company shall be released from any engagement for the future. In case there should be disputes between the parties concerning their engagements before the expiry of the period above provided, the differences shall be settled by arbitration as provided in article 22.

ARTICLE 26.

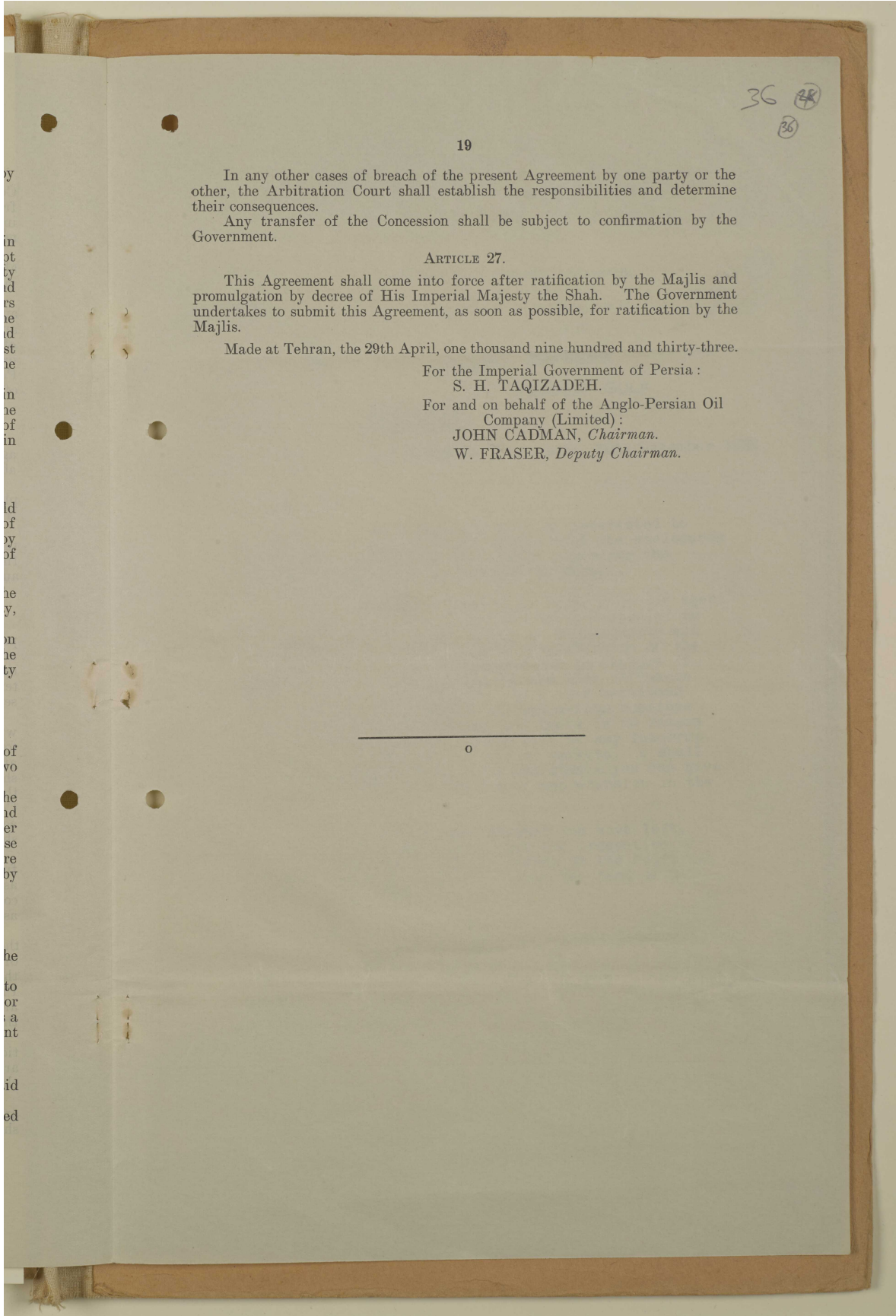
This Concession is granted to the Company for the period beginning on the date of its coming into force and ending on the 31st December, 1993.

Before the date of the 31st December, 1993, this Concession can only come to an end in the case that the Company shall surrender the Concession (article 25) or in the case that the Arbitration Court should declare the Concession annulled as a consequence of default of the Company in the performance of the present Agreement.

The following cases only shall be regarded as default in that sense:—

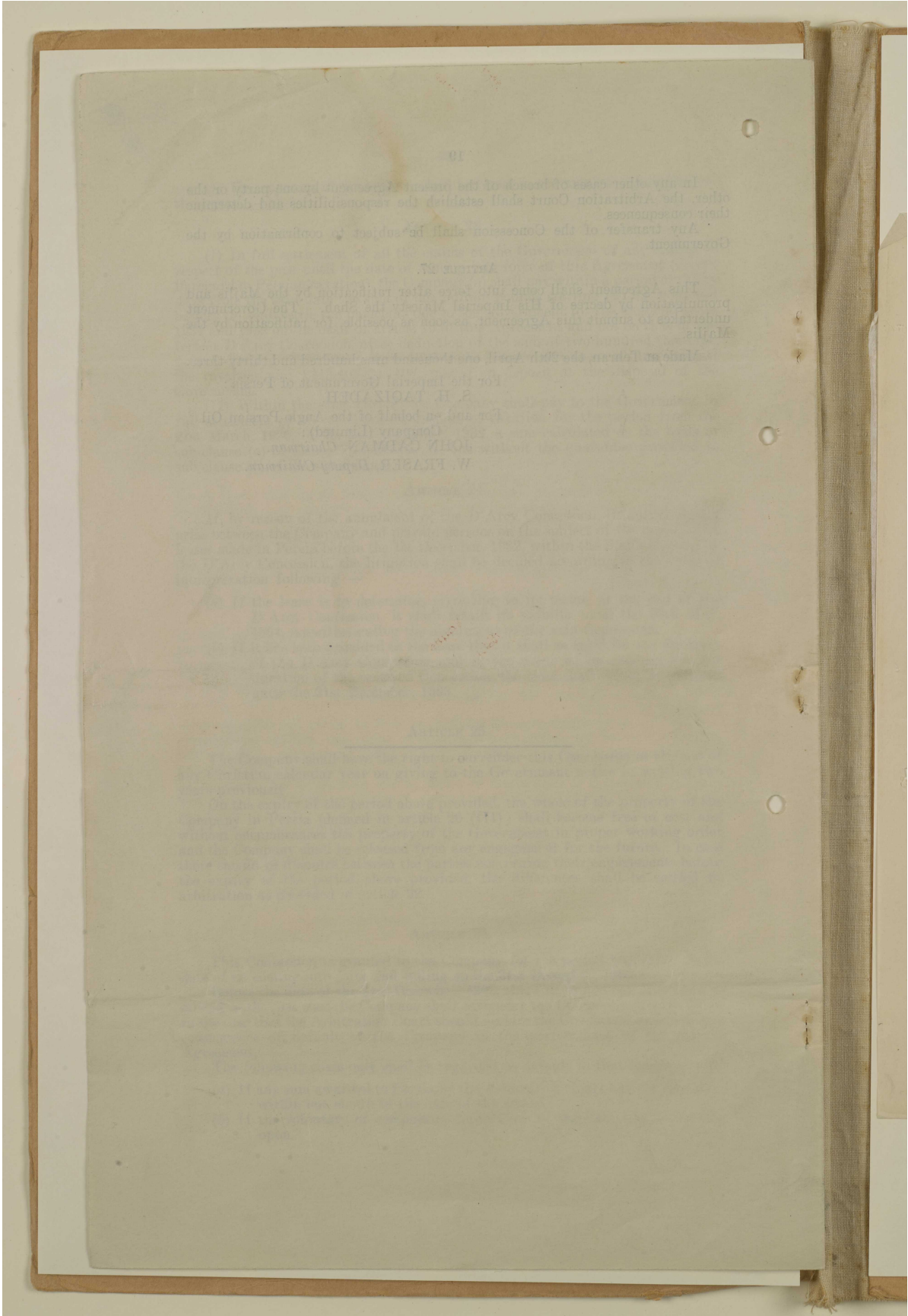
- (a) If any sum awarded to Persia by the Arbitration Court has not been paid within one month of the date of the award.
- (b) If the voluntary or compulsory liquidation of the Company be decided upon.

"ملف 39/2 (B/8 1) تأثير إلغاء الحكومة الفارسية لامتياز شركة النفط  
الأنجلو-فارسية على سوق النفط في البحرين" [و٣٦] (٨٠/٧١)

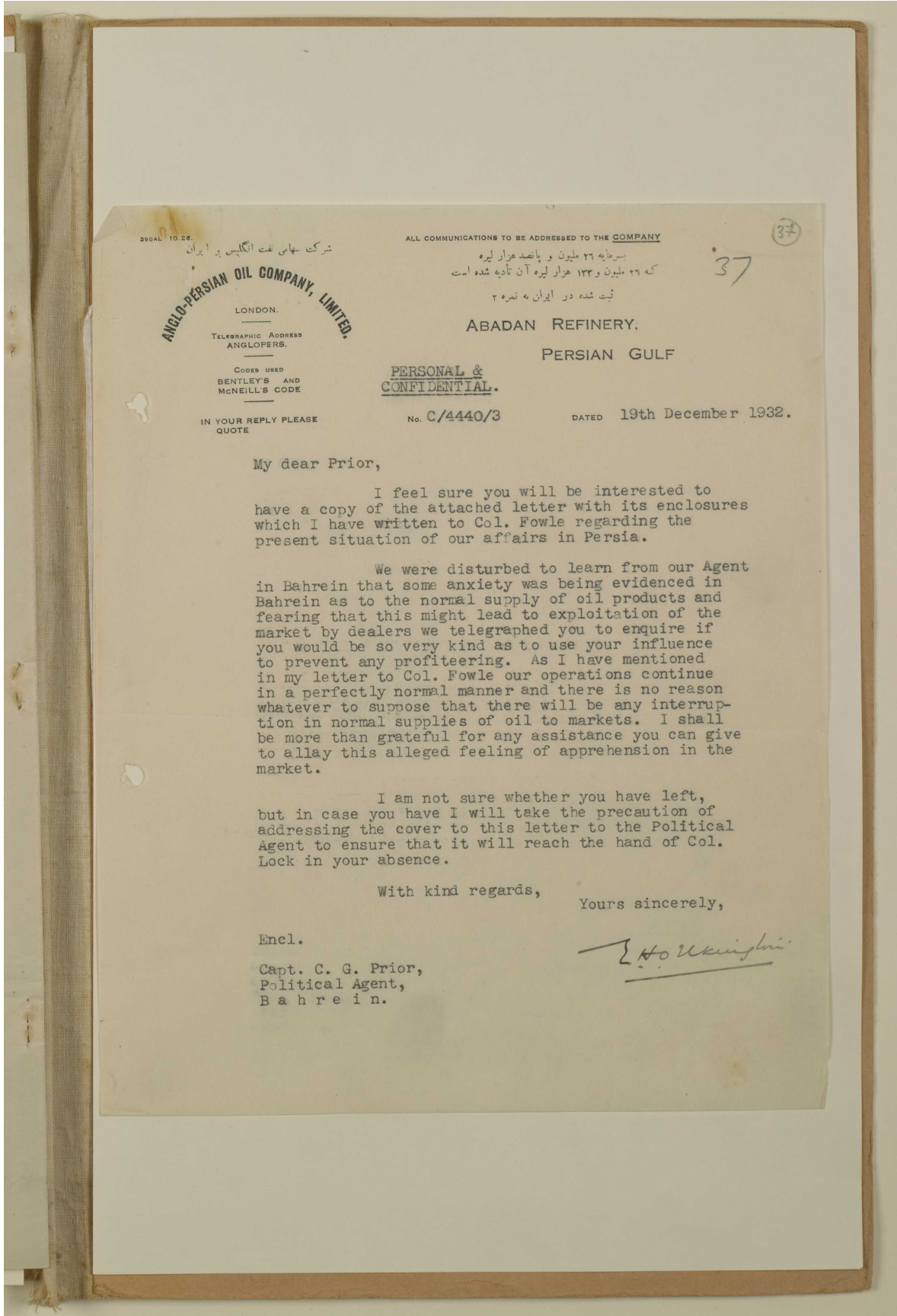




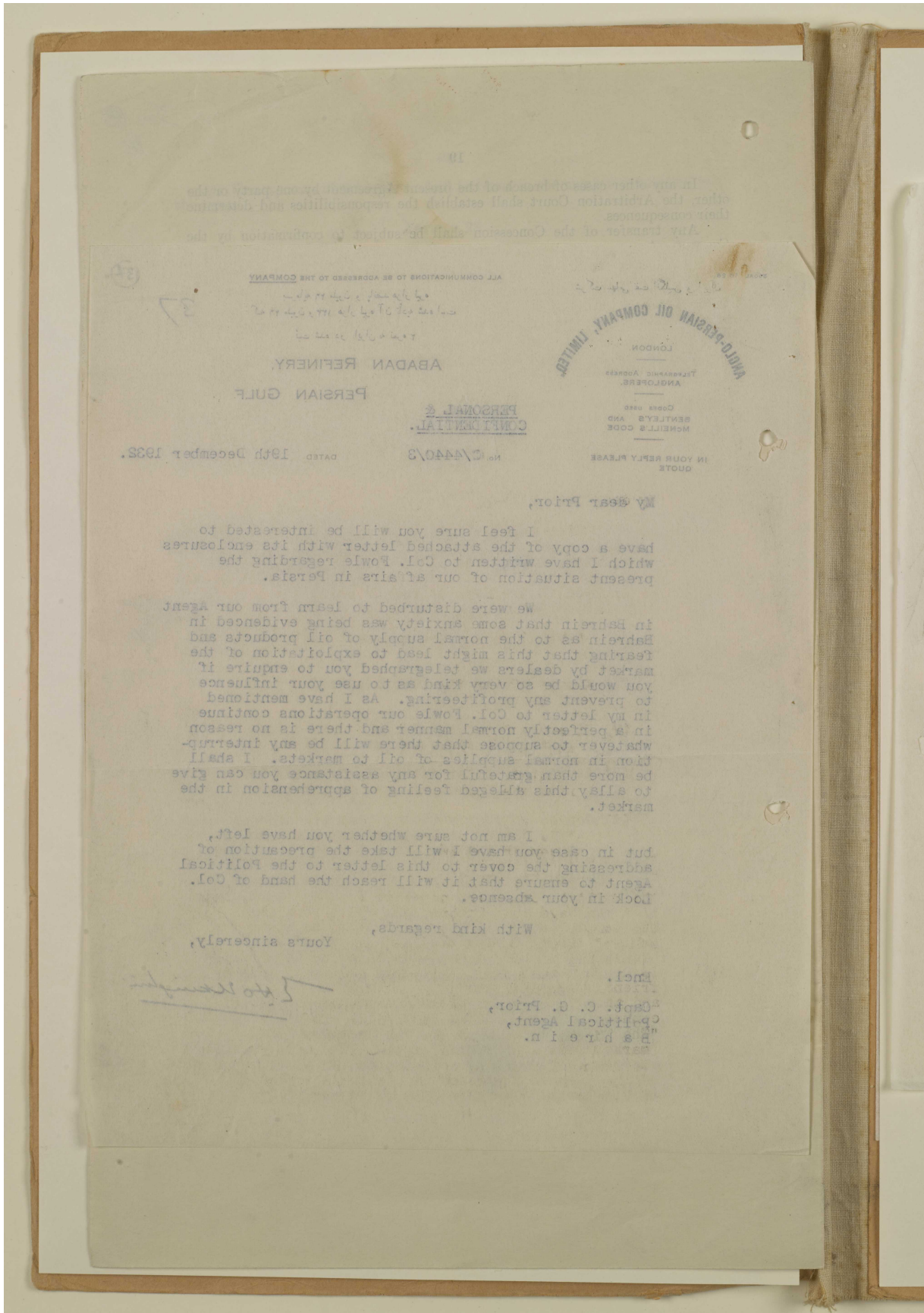
"ملف 39/2 (B/8 1) تأثير إلغاء الحكومة الفارسية لامتياز شركة النفط  
الأنجلو-فارسية على سوق النفط في البحرين" [٣٦ظ] (٨٠/٧٢)



"ملف 39/2 (B/8 1) تأثير إلغاء الحكومة الفارسية لامتياز شركة النفط  
الأنجلو-فارسية على سوق النفط في البحرين" [٣٧و] (٨٠/٧٣)



"ملف 39/2 (B/8 1) تأثير إلغاء الحكومة الفارسية لامتياز شركة النفط  
الأنجلو-فارسية على سوق النفط في البحرين" [٣٧ظ] (٨٠/٧٤)

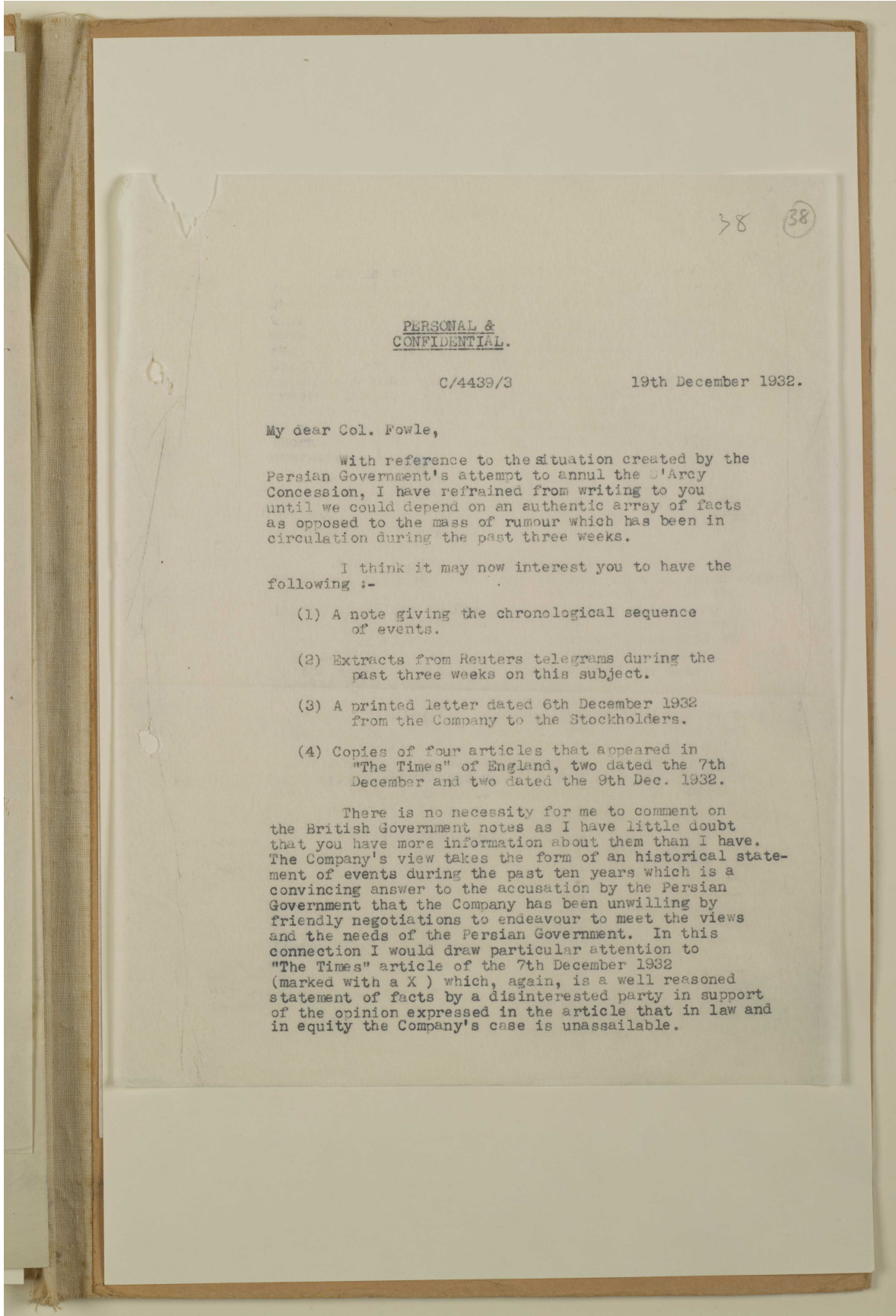


ALL COMMUNICATIONS TO BE ADDRESSED TO THE COMPANY  
ABADAN REFINERY,  
PERSIAN GULF.  
PERSONAL &  
CONFIDENTIAL.  
No. 4444/3 DATED 19th December 1932.  
ANGLO-PERSIAN OIL COMPANY LIMITED  
LONDON  
TELEGRAPHIC ADDRESS  
ANGLOPERS  
CODES USED  
SENTLEY'S AND  
MOSLEY'S CODE  
IN YOUR REPLY PLEASE  
QUOTE

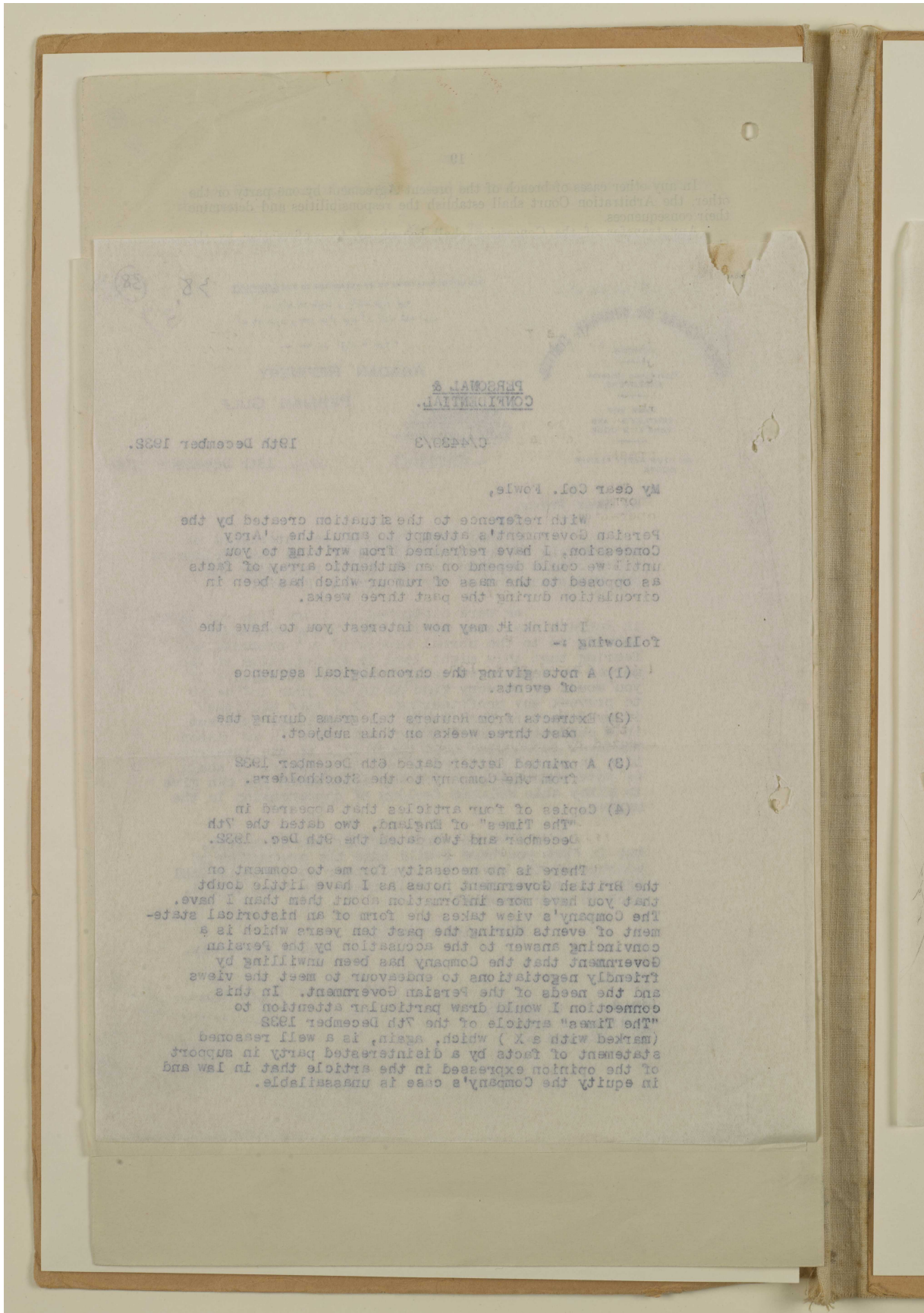
My dear Prior,  
I feel sure you will be interested to have a copy of the attached letter with its enclosures which I have written to Col. Lowe regarding the present situation of our affairs in Persia.  
We were disturbed to learn from our Agent in Bahrain that some anxiety was being evidenced in Bahrain as to the normal supply of oil products and fearing that this might lead to exploitation of the market by dealers we telegraphed you to enquire if you would be so very kind as to use your influence to prevent any profiteering. As I have mentioned in my letter to Col. Lowe our operations continue in a perfectly normal manner and there is no reason whatever to suppose that there will be any interruption in normal supplies of oil to markets. I shall be more than grateful for any assistance you can give to allay this alleged feeling of apprehension in the market.  
I am not sure whether you have left, but in case you have I will take the precaution of addressing the cover to this letter to the Political Agent to ensure that it will reach the hand of Col. Lowe in your absence.

With kind regards,  
Yours sincerely,  
Encl.  
Capt. C. G. Prior,  
Political Agent,  
Bahrain.

"ملف 39/2 (B/8 1) تأثير إلغاء الحكومة الفارسية لامتياز شركة النفط  
الأنجلو-فارسية على سوق النفط في البحرين" [٣٨ و] (٨٠/٧٥)



"ملف 39/2 (B/8 1) تأثير إلغاء الحكومة الفارسية لامتياز شركة النفط  
الأنجلو-فارسية على سوق النفط في البحرين" [٣٨ظ] (٨٠/٧٦)



"ملف 39/2 (B/8 1) تأثير إلغاء الحكومة الفارسية لامتياز شركة النفط  
الأنجلو-فارسية على سوق النفط في البحرين" [٣٩] [٨٠/٧٧]

(2)

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It is gratifying to note from the Persian Foreign Minister's statement to the Majliss (see the chronological note) that there is a definite indication that the Persian Government are now adopting a more conciliatory tone and have no other intention than to reach an equitable working basis with the Company. There is therefore every reason to be optimistic that the Company will emerge from the present impasse, so inconsiderately thrust upon them, with enhanced prestige and with a satisfactory basis of working which will take full cognisance of the enormous benefits derived by Persia from the Company's operations.

I am taking the liberty of sending a copy of this letter with the enclosures to the Political Agent, Bahrein, as I am sure that he also will be interested to have this information.

We have also sent the same docket to our representative in Kuwait with the request that he would show it to Col. Dickson and, with the concurrence of the latter translate to His Excellency the Shaikh and other notables in Kuwait the items of main interest, as you will appreciate we are somewhat disturbed at the possibility of propaganda against the Company by the opposition in Kuwait which may have been created by the present situation.

Our operations here throughout this period have continued in a perfectly normal manner and there has been no interference of any kind with our work nor any incident of an untoward nature. The Provincial Officials have treated us with every courtesy and our contact with them has been as cordial as it always has been in the past.

With kind regards,

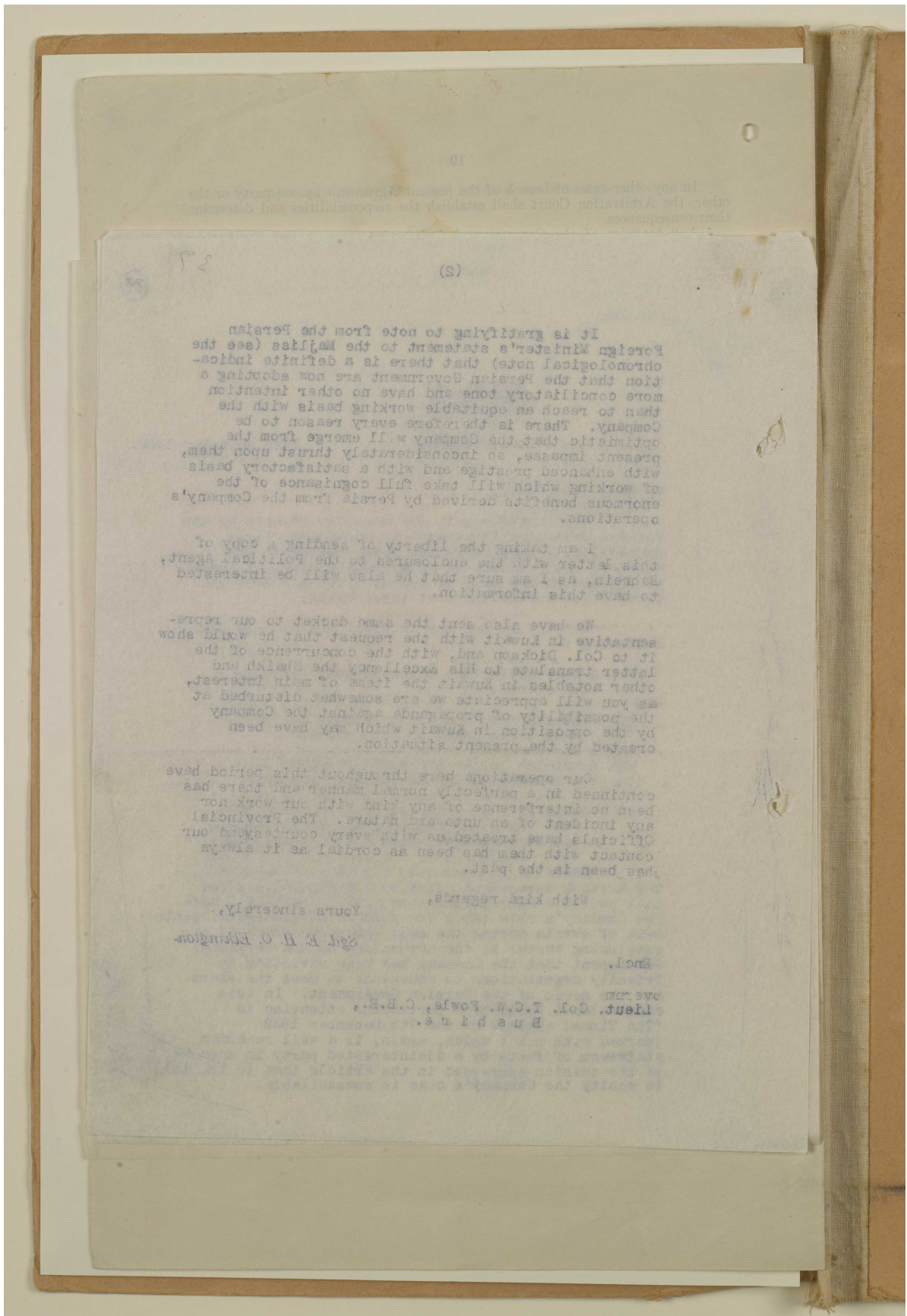
Yours sincerely,

Sgd. E. H. O. Elkington.

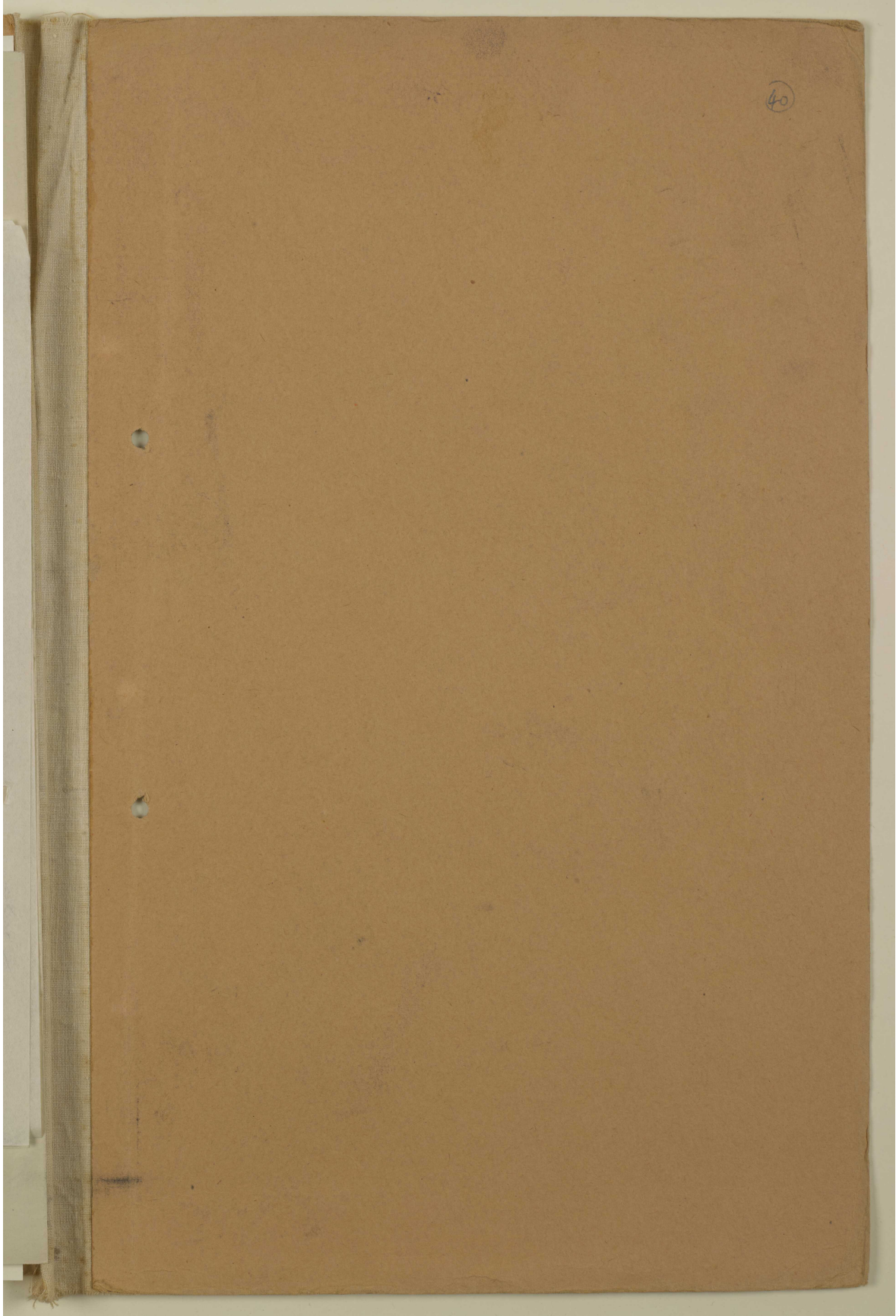
Encl.

Lieut. Col. T.C.W. Fowle, C.B.E.,  
B u s h i r e.

"ملف 39/2 (B/8 1) تأثير إلغاء الحكومة الفارسية لامتياز شركة النفط  
الأنجلو-فارسية على سوق النفط في البحرين" [٣٩ظ] (٨٠/٧٨)



"ملف 39/2 (B/8 1) تأثير إلغاء الحكومة الفارسية لامتياز شركة النفط  
الأنجلو-فارسية على سوق النفط في البحرين" [خلفي-داخلي] (٨٠/٧٩)





"ملف 39/2 (B/8 1) تأثير إلغاء الحكومة الفارسية لامتياز شركة النفط  
الأنجلو-فارسية على سوق النفط في البحرين" [خلفي] (٨٠/٨٠)

