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## 'General agreement... [between] His Majesty's Government in the United Kingdom and Petroleum Development (Oman and Dhofar) Limited'

<b>Holding Institution</b>	British Library: India Office Records and Private Papers
<b>Reference</b>	IOR/L/PS/18/B470
<b>Date(s)</b>	27 Sep 1938 (CE, Gregorian)
<b>Written in</b>	English in Latin
<b>Extent and Format</b>	1 file (2 folios)
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### About this record

The file is concerned with an agreement between His Majesty's Government in the United Kingdom and Petroleum Development (Oman and Dhofar) Limited, which relates to the oil concession agreed between the company and the Sultan of Muscat and Oman, Sa'īd ibn Taymūr Āl Bū Sa'īd, in respect of the district of Dhofar. The agreement outlines the terms and conditions, laid down by the British Government, regulating the operation of the company in Dhofar.

The agreement is signed by Leonard Day Wakely, Deputy Under-Secretary of State for India, on behalf of His Majesty's Government, in the presence of Sir Alexander Colin Burlington Symon, the Assistant Principal for the Political Department in the India Office. It is also sealed by the petroleum company.

'General agreement... [between] His Majesty's Government in the United Kingdom and Petroleum Development (Oman and Dhofar) Limited' [1r] (1/4)

Memo B. 470

Stamp  
10/-

T H I S A G R E E M E N T dated the Twenty seventh day of September One thousand nine hundred and thirty eight is made B E T W E E N HIS MAJESTY'S GOVERNMENT IN THE UNITED KINGDOM (hereinafter called "His Majesty's Government") of the one part and PETROLEUM DEVELOPMENT (OMAN AND DHOFAR) LIMITED (hereinafter called "the Company" which expression shall where the context so admits be deemed to include its successors and/or assignees and shall also be deemed to include any subsidiary Company) of the other part

W H E R E A S by two Agreements both dated the Twenty fourth June, One thousand nine hundred and thirty seven, Petroleum Concessions Limited has obtained concessions from His Highness the Sultan of Muscat and Oman (hereinafter called "the Sultan") (A) in respect of the Sultanate of Muscat and Oman excluding Dhofar and Gwadur (B) in respect of the District called Dhofar, AND WHEREAS in accordance with Article 23 of the aforesaid Agreements the said concessions have been assigned by the said Petroleum Concessions Limited to the Company, the Company has agreed with His Majesty's Government as follows :-

1. THE Company shall be and remain a British Company registered in Great Britain and having its principal place of business in Great Britain, and its Chairman shall at all times be a British subject.
2. NEITHER of the aforesaid Concession Agreements shall be transferred by the Company to any other person or corporate body without the prior consent in writing of His Majesty's Government. It is understood that His Majesty's Government will not in any case give their consent to the transfer of the Concession Agreements to any person except on the condition that the transferee shall be and remain a British Company registered in Great Britain and having its principal place of business in Great Britain, and its Chairman shall at all times be a British subject.
3. IN exercising their rights under Article 16 (b) of their Concession Agreements to import skilled and technical employees the Company shall not employ persons of other than British Nationality without the consent of the Sultan and of His Majesty's Government (or the Political Resident in the Persian Gulf).
4. THE local employees of the Company shall deal with the Sultanate Authorities through a Chief Local Representative in Muscat, who shall be a British subject. The approval of the Sultan and of His Majesty's Government shall be required for the person so designated. He will be ordinarily resident in Muscat and will be responsible for the Company's local relations with the Sultanate authorities.
5. SUBJECT to the terms of the Concession Agreements between the Company and the Sultan the Company undertakes at all times to pay due deference to the wishes of the Sultan and to the advice of the Political Resident in the Persian Gulf.
6. ANY right given to the Company under its Concession Agreements with the Sultan to utilise means of transportation by air shall be subject to any general regulations for civil aircraft made by the Sultan which are binding on British subjects.
7. NOTWITHSTANDING anything contained in the Concession Agreements between the Company and the Sultan the Company shall not have the right to use or occupy, and shall not include in the areas to be acquired or utilised for the purposes of its operations, the surface of any sites which may have been selected by the Sultan or any person authorised by him for defence purposes, for aerodromes, aeroplane or seaplane bases or for wireless and telegraph installations or in connection with the development of harbours, provided that with the

(1)

PZ. 3179/38.



'General agreement... [between] His Majesty's Government in the United Kingdom  
and Petroleum Development (Oman and Dhofar) Limited' [1v] (2/4)

consent of the Sultan the Company shall have the right to use for the purposes of its operations such harbours aerodromes or seaplane bases as may be developed by the Sultan if there is not reasonable accommodation available elsewhere. Subject to the terms of the Concession Agreements between the Company and the Sultan harbours developed by the Company shall be under its complete and exclusive control.

8. TELEGRAPH, wireless and telephone installations, if any, maintained by the Company shall be for use only in its business and as provided in the Concession Agreements and shall be so constructed and operated that their operations shall not interfere with the operations of such wireless, telegraph or telephone installations as may be established by the Sultan or, with his permission, by His Majesty's Government, or their agent.

IN WITNESS whereof Sir Leonard Day Wakely K.C.I.E.,C.B. on behalf of His Majesty's Government has hereunto set his hand and seal and the Company has hereunto caused its Common Seal to be affixed the day and year first above written

SIGNED SEALED AND DELIVERED by the )  
said Leonard Day Wakely ) L. D. WAKELY (L.S)  
on behalf of His Majesty's )  
Government in the presence of:- )

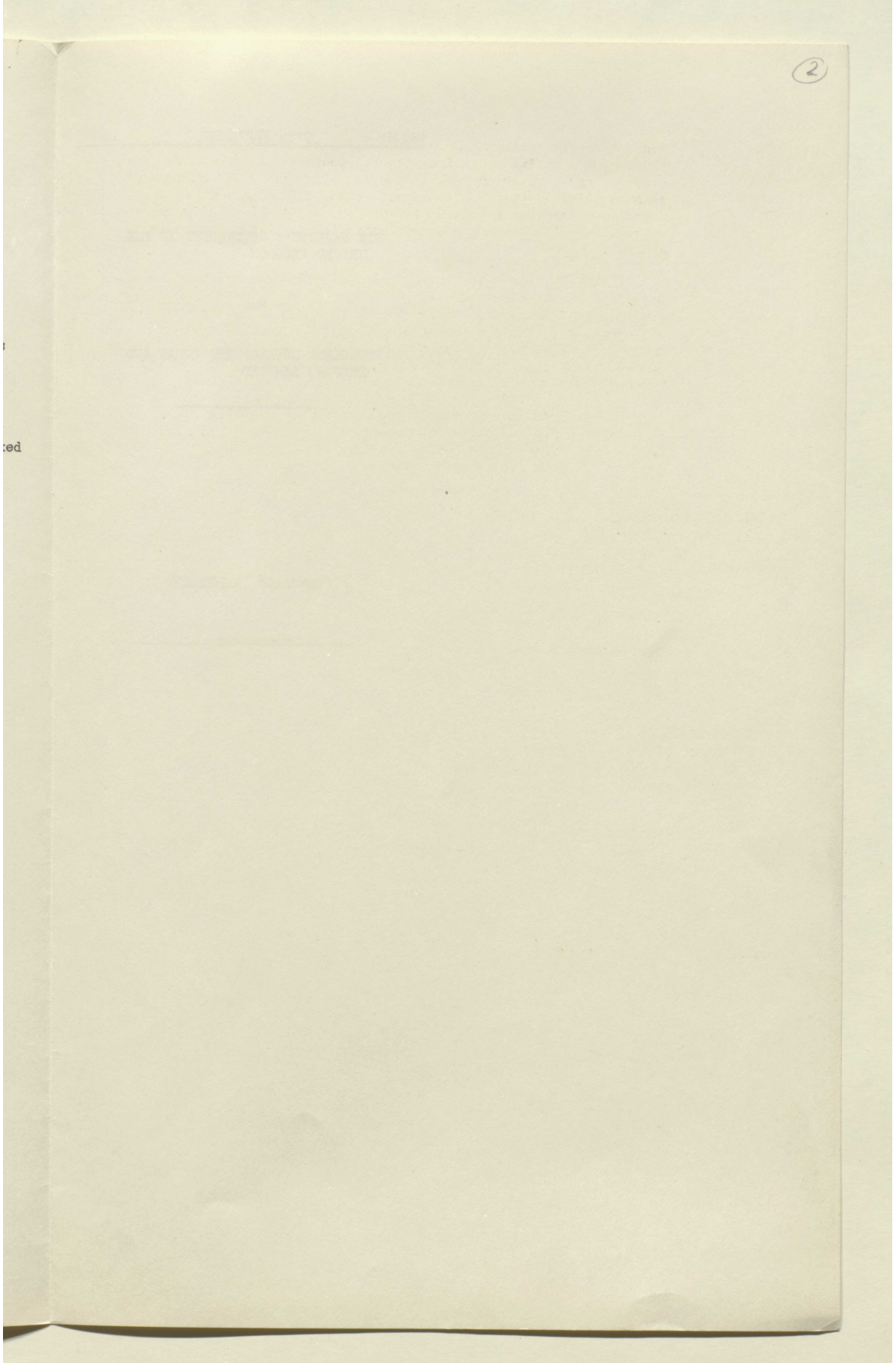
A.C.B. SYMON  
India Office.

THE COMMON SEAL of Petroleum )  
Development (Oman and Dhofar )  
Limited was hereunto affixed in the )  
presence of:- ) (SEAL)

W. FRASER  
Director.

E. J. BROWN  
Secretary.

'General agreement... [between] His Majesty's Government in the United Kingdom  
and Petroleum Development (Oman and Dhofar) Limited' [2r] (3/4)





'General agreement... [between] His Majesty's Government in the United Kingdom  
and Petroleum Development (Oman and Dhofar) Limited' [2v] (4/4)

DATED 27th SEPTEMBER 1938

HIS MAJESTY'S GOVERNMENT IN THE  
UNITED KINGDOM

- and -

PETROLEUM DEVELOPMENT (OMAN AND  
DHO FAR) LIMITED

"GENERAL" AGREEMENT