

## II. TREATIES RELATING TO AFRICAN RIVERS

### II. TRAITÉS SE RAPPORTANT AUX FLEUVES AFRICAINS

#### Belgium—Portugal

3. CONVENTION<sup>1</sup> ENTRE LA BELGIQUE ET LE PORTUGAL CONCERNANT DIVERSES QUESTIONS D'INTÉRÊT ÉCONOMIQUE DANS LES COLONIES DU CONGO BELGE ET DE L'ANGOLA, SIGNÉE À SAINT-PAUL DE LOANDA, LE 20 JUILLET 1927<sup>2</sup>

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*Article 2. Barrage de la M'Pozo.*

Le Gouvernement portugais donne au Gouvernement belge son consentement à ce que, par suite de la construction d'un barrage à établir sur le cours d'eau en territoire congolais, le niveau de la rivière M'Pozo soit relevé dans la partie de celle-ci située en territoire angolais.

Ce consentement est donné aux conditions suivantes acceptées par les deux gouvernements:

1. Le concessionnaire de l'utilisation dudit barrage aura l'obligation de tenir à la disposition du Gouvernement portugais, ou des ressortissants désignés par celui-ci en territoire angolais, une quantité d'énergie électrique égale à 15 p. c. de l'énergie totale produite par le barrage;

2. Lorsque la construction du barrage sera imminente, notification en sera donnée par le gouverneur général du Congo belge au Haut Commissaire de la République, Gouverneur général de l'Angola, qui indiquera la quantité de l'énergie électrique dont il entendra immédiatement disposer, dans les limites fixées ci-dessus;

A défaut de l'avoir fait avant le commencement des travaux, le haut commissaire pourra, à tout époque, adresser au Gouverneur général du Congo belge la même communication, mais celle-ci n'aura d'effet qu'après un délai de deux ans;

3. L'énergie électrique à fournir au Gouvernement portugais sera prise aux bornes de la centrale. Elle sera transportée à destination par des installations de raccordement qui, en territoire congolais, seront établies, aux frais des bénéficiaires, par les soins du concessionnaire de l'utilisation du barrage;

4. Dans les territoires traversés, l'établissement des lignes de transport et les installations destinées à assurer ce transport seront soumis aux dispositions des lois et des règlements locaux;

5. L'énergie électrique en question sera livrée au Gouvernement portugais au prix coûtant. Le prix coûtant comprendra tous les frais de production quelconques et la somme nécessaire à l'amortissement des installations.

Les comptes se régleront périodiquement.

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<sup>1</sup> L'échange des instruments de ratification a eu lieu à Lisbonne le 2 mars 1928.

<sup>2</sup> Société des Nations, *Recueil des Traités*, vol. 71, p. 432.

Il est entendu que le Gouvernement portugais ne pourra pas céder le courant en territoire belge, ni le céder en Angola à un prix inférieur à celui que le concessionnaire de l'exploitation du barrage fera à ses propres clients.

*Article 5* Toutes les contestations entre les Parties, dérivées de l'interprétation de cette convention, seront résolues par voie d'arbitrage.

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### Belgium—United Kingdom

4. AGREEMENT<sup>1</sup> BETWEEN THE BELGIAN GOVERNMENT AND THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND REGARDING WATER RIGHTS ON THE BOUNDARY BETWEEN TANGANYIKA AND RUANDA-URUNDI, SIGNED AT LONDON, 22 NOVEMBER 1934<sup>2</sup>

. . .

Desiring to define the water rights in respect of the use of the water of those rivers and streams which form a portion of that part of the boundary between the Tanganyika Territory and Ruanda-Urundi as defined in the Protocol concluded at Kigoma on the 5th August, 1924, and in the Treaty modifying the boundary between the Tanganyika Territory and Ruanda-Urundi signed at London on the 22nd November, 1934, or of any river or stream which flows from the Tanganyika Territory into Ruanda-Urundi and *vice versa*;

Have agreed as follows:

#### *Article 1*

Water diverted from a part of a river or stream wholly within the Tanganyika Territory or Ruanda-Urundi shall be returned without substantial reduction to its natural bed at some point before such river or stream flows into the other territory, or at some point before such river or stream forms the common boundary between the two territories.

#### *Article 2*

No operations of a mining or industrial nature shall be permitted by either of the Contracting Governments in Tanganyika or Ruandi-Urundi respectively which may in any way lessen or otherwise interfere with existing navigable waters in any other river or stream, part of which forms the common boundary, or with waters in any such river or stream which may become navigable after the completion of this Agreement.

#### *Article 3*

No operations of a mining or industrial nature shall be permitted by either of the Contracting Governments in Tanganyika or Ruanda-Urundi respec-

<sup>1</sup> Came into force May 19, 1938, date of the exchange of ratifications which took place at London.

<sup>2</sup> League of Nations, *Treaty Series*, vol. 190, p. 104.

tively which may pollute or cause the deposit of any poisonous, noxious or polluting substance in the waters of any river or stream forming part of the boundary, between the Tanganyika Territory and Ruanda-Urundi or any tributary river or stream thereof, or in any river or stream flowing from one territory into the other.

*Article 4*

Each Contracting Government shall have the right to divert, for operations of a mining or industrial nature, at any point along any river or stream where such river or stream forms a common boundary between the two territories, up to a maximum of half the volume of water flowing at such point measured during the season of low water, provided that such water after use shall without substantial reduction be returned to its natural bed.

*Article 5*

In the event of the exercise of the right of diversion under Article 4, the method for the determination of the flow of water in any river or stream on the aforesaid boundary shall be by sounding and by the use of the current meter, and the point of determination in the said waters shall be the nearest point upstream to the proposed intake where conditions permit of determination by the aforesaid method.

*Article 6*

In the event of either Contracting Government desiring to utilise the waters of any river or stream on the aforesaid boundary or to permit any person to utilise such water for irrigation purposes, such Contracting Government shall give to the other Contracting Government notice of such desire six months before commencing operations for the utilisation of such waters, in order to permit of the consideration of any objections which the other Contracting Government may wish to raise.

*Article 7*

All grants of water rights on the aforesaid boundary by either Contracting Government shall be conditional on the grantees installing at or near the point of intake a standard measurement weir or gauge which shall be open to inspection by officials of both Contracting Governments appointed for the purpose of inspecting such weirs and gauges.

*Article 8*

The officials of either Contracting Government and any of the inhabitants of Tanganyika or Ruanda-Urundi shall be permitted to have access to any point on any river or stream forming the common boundary for any domestic or industrial purpose.

*Article 9*

Any of the inhabitants of the Tanganyika Territory or of Ruanda-Urundi shall be permitted to navigate any river or stream forming the common boundary and take therefrom fish and aquatic plants and water for domestic purposes and for any purposes conforming with their customary rights.

*Article 10*

In the event of any dispute arising between the Contracting Governments in respect of any matter covered by this Agreement, the Contracting Gov-

ernments shall refer such matter to such arbitrator or court of arbitration as may be mutually agreed upon.

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### **Congo (Independent State of the)—United Kingdom**

5. AGREEMENT BETWEEN GREAT BRITAIN AND THE INDEPENDENT STATE OF THE CONGO, MODIFYING THE AGREEMENT SIGNED AT BRUSSELS, MAY 12, 1894, RELATING TO THE SPHERES OF INFLUENCE OF GREAT BRITAIN AND THE INDEPENDENT STATE OF THE CONGO IN EAST AND CENTRAL AFRICA, SIGNED AT LONDON, MAY 9, 1906<sup>1</sup>

. . . .

*Article III.* The Government of the Independent State of the Congo undertake not to construct, or allow to be constructed, any work on or near the Semliki or Isango River, which would diminish the volume of water entering Lake Albert, except in agreement with the Soudanese Government.

. . . .

*Article VIII.* All disputes which may occur hereafter in connection with the limits of the frontiers of the Independent State of the Congo, including the boundary laid down in the first paragraph of Article II of the present Agreement shall, in the event of the Parties not being able to come to an amicable understanding, be submitted to the arbitration of the Hague Tribunal, whose decision shall be binding on both Parties. . . .

### **Egypt—Italy**

6. ACCORD<sup>2</sup> ENTRE L'ÉGYPTE ET L'ITALIE CONCERNANT L'ÉTABLISSEMENT DES FRONTIÈRES ENTRE LA CYRÉNAÏQUE ET L'ÉGYPTE, SIGNÉ AU CAIRE, LE 6 DÉCEMBRE 1925<sup>3</sup>

. . . .

*Article 5.* L'Italie, en vue de permettre l'approvisionnement d'eau potable aux populations de Sollum, cède à l'Égypte la propriété du puits de Ramla actuellement mis en activité par le Gouvernement italien, ainsi qu'une zone autour du dit puits et une bande de territoire qui, ayant pour direction l'axe de l'Uadi Ramla, suffise à relier ce puits à la frontière égyptienne. . . .

<sup>1</sup> *British and Foreign State Papers*, vol. 99, p. 173.

<sup>2</sup> Les instruments de ratification ont été échangés à Rome le 25 avril 1933.

<sup>3</sup> *British and Foreign State Papers*, vol. 133, p. 976.

*Article 6.* Il demeure entendu qu'en utilisant l'eau du puits de Ramla, le Gouvernement égyptien devra réserver une quantité d'eau suffisante pour les besoins des populations locales, ressortissantes italiennes, et qui sera déterminée par la commission mixte prévue à l'article 3.

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### Egypt—United Kingdom

7. EXCHANGE OF NOTES<sup>1</sup> BETWEEN HIS MAJESTY'S GOVERNMENT IN THE UNITED KINGDOM AND THE EGYPTIAN GOVERNMENT IN REGARD TO THE USE OF THE WATERS OF THE RIVER NILE FOR IRRIGATION PURPOSES. CAIRO, 7 MAY, 1929<sup>2</sup>

No. 1

MOHAMED MAHMOUD PASHA TO LORD LLOYD

PRÉSIDENCE  
DU CONSEIL DES MINISTRES

CAIRO, *May 7, 1929*

EXCELLENCY,

In confirmation of our recent conversations, I have the honour to communicate to your Excellency the views of the Egyptian Government in regard to those irrigation questions which have been the subject of our discussions.

The Egyptian Government agree that a settlement of these questions cannot be deferred until such time as it may be possible for the two Governments to come to an agreement on the status of the Sudan, but, in concluding the present arrangements, expressly reserve their full liberty on the occasion of any negotiations which may precede such an agreement.

2. It is realised that the development of the Sudan requires a quantity of the Nile water greater than that which has been so far utilised by the Sudan. As your Excellency is aware, the Egyptian Government has always been anxious to encourage such development, and will therefore continue that policy, and be willing to agree with His Majesty's Government upon such an increase of this quantity as does not infringe Egypt's natural and historical rights in the waters of the Nile and its requirements of agricultural extension, subject to satisfactory assurances as to the safeguarding of Egyptian interests as detailed in later paragraphs of this note.

3. The Egyptian Government therefore accept the findings of the 1925 Nile Commission, whose report is annexed hereto, and is considered an integral part of the present agreement. They propose, however, that, in view of the delay in the construction of the Gebel Aulia Dam, which, under paragraph 40 of the Nile Commission's Report, is regarded as a counterpart of the Gezira scheme, the dates and quantities of gradual with-

<sup>1</sup> Came into force on 7 May 1929, by exchange of notes.

<sup>2</sup> League of Nations, *Treaty Series*, vol. 93, p. 44.

drawals of water from the Nile by the Sudan in flood months as given in article 57 of the Commission's Report be modified in such a manner that the Sudan should not withdraw more than 126 cubic metres per second before 1936, it being understood that the schedule contained in the above-mentioned article will remain unaltered until the discharge of 126 cubic metres per second is reached. These quantities are based on the Nile Commission's Report, and are therefore subject to revision as foreseen therein.

4. It is further understood that the following arrangements will be observed in respect of irrigation works on the Nile:

(a) The Inspector-General of the Egyptian Irrigation Service in the Sudan, his staff, or any other officials whom the Minister of Public Works may nominate, shall have the full liberty to co-operate with the Resident Engineer of the Sennar Dam in the measurement of discharges and records to satisfy the Egyptian Government that the distribution of water and the regulation of the dam are carried out in accordance with the agreement reached. Detailed working arrangements agreed upon between the Minister of Public Works and the Irrigation Adviser to the Sudan Government will take effect as from the date of the confirmation of this note.

(b) Save with the previous agreement of the Egyptian Government, no irrigation or power works or measures are to be constructed or taken on the River Nile and its branches, or on the lakes from which it flows, so far as all these are in the Sudan or in countries under British administration, which would, in such a manner as to entail any prejudice to the interests of Egypt, either reduce the quantity of water arriving in Egypt, or modify the date of its arrival, or lower its level.

(c) The Egyptian Government, in carrying out all the necessary measures required for the complete study and record of the hydrology of the River Nile in the Sudan, will have all the necessary facilities for so doing.

(d) In case the Egyptian Government decide to construct in the Sudan any works on the river and its branches, or to take any measures with a view to increasing the water supply for the benefit of Egypt, they will agree beforehand with the local authorities on the measures to be taken for safeguarding local interests. The construction, maintenance and administration of the above-mentioned works shall be under the direct control of the Egyptian Government.

(e) His Britannic Majesty's Government in the United Kingdom of Great Britain and Northern Ireland shall use their good offices so that the carrying out of surveys, measurements, studies and works of the nature mentioned in the two preceding paragraphs is facilitated by the Governments of those regions under British influence.

(f) It is recognised that in the course of the operations here contemplated uncertainty may still arise from time to time either as to the correct interpretation of a question of principle or as to technical or administrative details. Every question of this kind will be approached in a spirit of mutual good faith.

In case of any difference of opinion arising as to the interpretation or execution of any of the preceding provisions, or as to any contravention thereof, which the two Governments find themselves unable to settle, the matter shall be referred to an independent body with a view to arbitration.

5. The present agreement can in no way be considered as affecting the

control of the river, which is reserved for free discussion between the two Governments in the negotiations on the question of the Sudan.

ENCLOSURE IN NO. 1

REPORT OF THE NILE COMMISSION, 1925

. . . .

The appointment of the Commission arose from an exchange of notes dated the 26th January, 1925, between His Britannic Majesty's High Commissioner for Egypt and the President of the Egyptian Council of Ministers, in which it was agreed that a Commission should be appointed "for the purpose of examining and proposing the basis on which irrigation can be carried out with full consideration of the interests of Egypt and without detriment to her natural and historic rights."<sup>1</sup>

. . . .

10. The greater part of the culturable land of the Sudan either possesses an adequate rainfall or is inaccessible by canals. The only considerable area suitable for canal irrigation is the triangular tract between the Blue and White Niles with its apex at Khartum and extending as far south as the Sennar-Kosti Railway. From 1905 onwards the possibility of irrigating some portion of this area had been under consideration; and in 1913 a scheme was prepared for the irrigation of 100,000 feddans by means of a canal fed from the natural flow of the Blue Nile, the required levels being given by a barrage at Makwar. It was then believed that such a scheme would permit of the cotton crop being matured without detriment to Egyptian interests. Further experience of agricultural conditions, however, and the occurrence of the exceptionally low river of 1913-14, showed that this was impossible, and that the scheme should comprise a storage dam, and not merely a diversion barrage. With the addition of a reservoir for the storage of water abstracted from the natural flow during the flood season, it was calculated that the area could be increased to 300,000 feddans without the need for taking water from the river at low stage, and that such an increase of area was necessary to off-set the extra cost of the dam. The scheme was recast on these lines, but progress was interrupted by the war.

11. Simultaneously, the Egyptian Government had been considering the construction of a dam on the White Nile at Gebel Aulia, near Khartum, for the dual purpose of controlling high floods which threatened damage to Egypt, and of storing water for use during the summer season in Egypt. This scheme was also delayed by the war, though some work was actually executed during the years 1917-20.

12. The resumption of progress on both of these projects after the war was accompanied by vigorous public discussion and criticism in Egypt, directed chiefly against the accuracy of the data on which they were based. As a result of this the Egyptian Government in January 1920 appointed a Commission of Enquiry, known as the Nile Projects Commission, composed of three members, nominated by the Government of India, the University of Cambridge and the Government of the United States. The terms of reference to the Commission were as follows:

The Commission is requested to give to the Egyptian Government its opinion of the projects prepared by the Ministry of Public Works with a view to the further regulation of the Nile supply for the benefit of Egypt and the Sudan. . .

The projects were those described in a publication of the Egyptian Government entitled "Nile Control", and comprised the two dams already mentioned, a barrage in Upper Egypt, conservation works in the "Sadd" region and storage reservoirs in the Great Lakes.

13. The report of the Nile Projects Commission, which was published in 1921, found that the projects were based on reliable data, and advocated their execution. In view, however, of the estimated heavy cost of the Gebel Aulia Dam and its complementary works, the Egyptian Government decided in May 1921 to suspend all operations in connexion with this project. The Sudan Government, on the other hand, in view of the favourable report, decided to continue work on the Gezira Irrigation Scheme.

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16. The immediate programme of works outlined in "Nile Control" consisted of the following items:

- (a) The Gebel Aulia Dam to provide additional water for Egypt.
- (b) The Makwar Dam, or, as it is now called, the Sennar Dam, with a canal system to irrigate 600,000 feddans in the Sudan Gezira.
- (c) A barrage at Nag-Hamadi in Upper Egypt.

For various reasons, first the war, and then financial and other difficulties, no progress has been made with items (a) and (c). On the other hand, item (b) has been carried to completion, and came into operation in July 1925. The cost of this work has greatly exceeded the original estimates, and the Sudan Government, who are responsible for its financial results, desire to extend the area so as to reduce the risk of financial failure, and generally to develop still further the resources of the country.

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19. The Nile Projects Commission of 1920 had been requested to examine and to give its opinion on certain projects then under construction or under consideration by the Ministry of Public Works. A less specific charge has been laid upon the present Commission, which has been asked only to propose a basis for irrigation in which full consideration should be given to the rights and interests of Egypt. The Commission was thus left free to choose its own ground, to decide how far and in what direction its investigations should be carried, and the form which its proposals should take.

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21. Precedents in this matter of water allocation are rare and practice varied; and the Commission is aware of no generally adopted code or standard practice upon which the settlement of a question of inter-communal water allocation might be based. Moreover, there are in the present case special factors, historical, political and technical, which might render inappropriate too strict an application of principles adopted elsewhere.



The Commission, having regard to the previous history of the question, the present position as regards development, and the circumstances attending its own appointment, decided to approach its task with the object of devising a practical working arrangement which would respect the needs of established irrigation, while permitting such programme of extension as might be feasible under present conditions and those of the near future, without at the same time compromising in any way the possibilities of the more distant future.

22. The arrangement contemplated aims at interpreting in definite and technical terms the intentions of the note quoted in the opening paragraph of this Report, wherein it was explained that in authorising extensions of irrigation in the Sudan "the British Government, however solicitous for the prosperity of the Sudan, have no intention of trespassing upon the natural and historic rights of Egypt in the waters of the Nile, which they recognise to-day no less than in the past." The Commission has every hope that its proposals, framed in this spirit, and after full study of the technical aspects of the problem, may form an acceptable basis upon which, by harmonious and co-operative effort, the irrigation development of the future may be founded, and by which all existing rights may be perpetually safeguarded.

37. There is another matter which the Commission had to consider in connexion with the method of handling the problem submitted to it. The greater part of Upper Egypt is under basin irrigation, largely dependent on natural flood levels in the river, and only partially protected by barrages. Any abstraction of water in flood time in the Sudan must affect these levels to the detriment of the basin irrigation, and therefore to admit that the lands in question have an absolute right to undiminished natural levels must preclude any abstraction of water by the Sudan.

38. The Commission felt that in the circumstances it was impossible either, on the one hand, to postpone indefinitely all progress in the Sudan, or, on the other, to damage seriously, by precipitate action or by excessive abstraction, the basins of Upper Egypt. It was accordingly decided to take the line that consideration of levels could not be carried to the point of precluding development in the Sudan, but only to the point of setting a limit to the extent and rate of this development.

41. Finally, the Commission considered whether it must regard the completed Gezira Scheme as having an irrevocable right to take water to the extent and under the conditions provided for in "Nile Control". There was the possibility that the Commission's examination of the statistics, including those of the years which had elapsed since the scheme was initiated, might lead to conclusions other than those of "Nile Control". At the same time, the scheme had been undertaken and practically completed after full examination of the question, not only by the Egyptian authorities, but by the Nile Projects Commission; and the Sudan Government had entered into certain commitments on the basis of the original water allotment. The Commission felt that in these circumstances any reduction in the volumes available for this scheme would raise issues with which, as a

technical body, it would not be concerned. The detailed investigation of the basis of the original scheme by the methods adopted by the Commission has, however, shown, as will be seen later, that no serious divergence exists between the results of the present investigations and those previously arrived at.

. . .

56. It has always been recognised that a lowering of levels in Upper Egypt, with consequent increased difficulty of filling the basins, must result from the working of the Gebel Aulia and Gezira schemes. The basins in the Sudan will be similarly affected. The present Commission is not disposed to enter into an argument on general principles as to how far the maintenance of levels can be regarded as an established right.

Approaching the matter as a body of engineers invited to advise on a practical question, the Commission considers that development or conservation works in the upper part of the river should not be indefinitely restricted by considerations of the natural levels lower down, but that the Sudan should accept a limited rate of progress, so as to afford Egypt the opportunity to overtake the effect of development in the Sudan by construction of the works which formed her part of the original programme.

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#### *Summary*

88. The Commission's main findings may be summarised as follows:

(a) The natural flow of the river should be reserved for the benefit of Egypt from the 19th January to the 15th July (at Sennar), subject to the pumping in the Sudan as defined below.

(b) The Gezira Canal may begin to draw on the natural flow of the river on the 16th July, the canal being gradually raised to full supply level by the 31st July, according to the scale fixed in "Nile Control", contained in Appendix D, provided that a mean total discharge of 160 million cubic metres a day must have been reached at Sennar and Malakal during the preceding five days, allowing for ten days' lag in the case of the latter.

(c) From the 1st August to the 31st December the Gezira Canal may, subject to the progressive scale laid down in paragraph 57 of this Report, draw the following volumes from the river:

The 1st August to 30th November, 168 cubic metres a second;

The 1st to 31st December, 160 cubic metres a second, provided that, in any year in which the total flow of the natural river in December as at Aswan is less than 4,700 million cubic metres, 80 cubic metres a second shall be taken from the natural river during the whole of December, and the balance shall be taken from the natural river up to a date preceding the end of the month by three days for every 400 million cubic metres by which the actual total December natural river in that year falls short of 4,700 million cubic metres.

(d) The Gezira Canal may not draw during the month of January more than the volumes provided in "Nile Control", i.e., 80 cubic metres a second from the 1st to 15th, and 52 cubic metres a second from the 16th to 18th, a total of 117 million cubic metres.

(e) The final filling of the Sennar Reservoir from the level required to give full supply in the canal to the full storage level of the reservoir should be carried out in November, as provided in " Nile Control ".

(f) Any further flood pumping carried out in the Sudan up to the end of February should be considered as drawing its supply from the Sennar Reservoir after the 31st December. In other words, a volume equal to that consumed on these areas after the 31st December, according to ascertained data, should be discharged from the reservoir as compensation to Egypt, and the Sennar Reservoir should be worked so as to provide the additional storage required to cover the compensation volumes as above.

(g) After the end of February only perennial pumping, as referred to in paragraph 81, should be carried out in the Sudan.

#### *Conclusion*

89. The Commission foresees that it will be necessary from time to time to review the questions discussed in this Report. It regards it as essential that all established irrigation should be respected in any future review of the question. In particular, the Sudan should only take from the natural river in January, exclusive of pumping rights as now existing, the " Nile Control " volume of 117 million cubic metres. All other requirements till July should be provided by the Sudan from storage or other conservation works.

90. The Commission has been impressed by the fact that future development in Egypt may require the construction of works in the Sudan and neighbouring territories, such as Uganda, Kenya and Tanganyika, and it feels that Egypt should be able to count on receiving all assistance from the administrative authorities in the Sudan in respect of schemes undertaken in the Sudan, as well as from the British Government in any questions concerning the neighbouring territories.

91. The Commission has endeavoured to find a practical and workable basis for irrigation, and to foresee, and, as far as possible, to provide for, any difficulties that may arise in the future. But it is aware that doubtful points may well arise in the interpretation of any document, and that differences of opinion as to fact cannot fail to occur from time to time in such matters as the volumes of water flowing in a river or canal, discharged through sluices, or lost by evaporation or seepage. It does not feel called upon to make proposals with regard to special arrangements for dealing with such doubts and differences, which seem to be outside the sphere of a technical commission. It does, however, desire to record emphatically the view that neither the elaborate drafting of an agreement nor the provision of special machinery for adjudication should be allowed to obscure the importance of mutual confidence and co-operation in all matters concerning the river and its waters.

92. Finally, the Commission desires to draw attention to the very great importance of continued study of the river and systematic record of the statistics. A very good hydrological organisation has been built up, and its continued efficiency is absolutely essential, not only to fresh development work, but also to the correct working of the arrangements proposed in this Report, or, indeed, of any other arrangements that could be devised.

CAIRO, *March 21, 1926.*

No. 2

LORD LLOYD TO MOHAMED MAHMOUD PASHA

THE RESIDENCY, CAIRO, *May 7, 1929*

SIR,

I have the honour to acknowledge receipt of the note which your Excellency has been good enough to address to me to-day.

2. In confirming the arrangements mutually agreed upon as recited in your Excellency's note, I am to express the gratification of His Britannic Majesty's Government in the United Kingdom of Great Britain and Northern Ireland that these discussions have led to a settlement which cannot fail to facilitate development and to promote prosperity in Egypt and the Sudan.

3. His Majesty's Government in the United Kingdom concur in your Excellency's view that this agreement is, and should be, essentially directed towards the regulation of irrigation arrangements on the basis of the Nile Commission Report, and has no bearing on the *status quo* in the Sudan.

4. In conclusion, I would remind your Excellency that His Majesty's Government in the United Kingdom have already acknowledged the natural and historical rights of Egypt in the waters of the Nile. I am to state that His Majesty's Government in the United Kingdom regard the safeguarding of those rights as a fundamental principle of British policy, and to convey to your Excellency the most positive assurances that this principle and the detailed provisions of this agreement will be observed at all times and under any conditions that may arise.

7. TREATY OF ALLIANCE<sup>1</sup> BETWEEN HIS MAJESTY, IN RESPECT OF THE UNITED KINGDOM, AND HIS MAJESTY THE KING OF EGYPT, SIGNED AT LONDON ON 26 AUGUST, 1936<sup>2</sup>

LETTER ATTACHED TO THE TREATY

Sir Miles Lampson to Moustapha El-Nahas Pacha

The Residency, Ramleh,  
August 12, 1936

SIR,

In the course of discussions on questions of detail, arising out of paragraph 2 of Article 11, the suggestion for the secondment of an Egyptian economic expert for service at Khartum, and the Governor-General's wish to appoint an Egyptian officer to his personal staff as military secretary, were noted and considered acceptable in principle. It was also considered

<sup>1</sup> Ratifications exchanged at Cairo, December 22, 1936.

<sup>2</sup> *American Journal of International Law*, Supplement, vol. 31, 1937, p. 77.

desirable and acceptable that the Inspector-General of the Egyptian Irrigation Service in the Sudan should be invited to attend the Governor-General's Council when matters relating to his departmental interests were before the Council.

I avail, etc.

Miles W. Lampson,  
*High Commissioner*

9. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT<sup>1</sup>  
BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM  
OF GREAT BRITAIN AND NORTHERN IRELAND AND THE  
GOVERNMENT OF EGYPT REGARDING THE CONSTRUCTION  
OF THE OWEN FALLS DAM, UGANDA, CAIRO, 30 AND  
31 MAY 1949<sup>2</sup>

I

*His Majesty's Ambassador at Cairo to the Egyptian Minister for Foreign Affairs  
ad interim*

BRITISH EMBASSY

Cairo, 30th May, 1949

Monsieur le Président du Conseil,

I have the honour to recapitulate below the points on which His Majesty's Government in the United Kingdom and the Royal Egyptian Government have reached agreement concerning the construction and administration of the dam to be erected at Owen Falls in Uganda:

"The Royal Egyptian Government and His Britannic Majesty's Government, in accordance with the spirit of the Nile Waters Agreement of 1929, have agreed to the construction of a dam at Owen Falls in Uganda for the production of hydro-electric power and for the control of the waters of the Nile.

"2. Plans and specifications for this work have been prepared in full consultation between and approved by the Egyptian Ministry of Public Works and Uganda authorities. The Royal Egyptian Government and His Britannic Majesty's Government have accordingly agreed to entrust to the Uganda Electricity Board the issue of an invitation for tenders and the placing of contracts in agreement with these plans and specifications.

"3. The contracts will be submitted to the two Governments who will examine them promptly and indicate their joint approval of them by formal Notes exchanged between each other and notify at once the Government of Uganda.

"4. The two Governments have also agreed that though the construction of the dam will be the responsibility of the Uganda Electricity

<sup>1</sup> Came into force on 31 May 1949, by the exchange of the said notes.

<sup>2</sup> United Nations, *Treaty Series*, vol. 226, p. 274.

Board, the interests of Egypt will, during the period of construction, be represented at the site by an Egyptian resident engineer of suitable rank and his staff stationed there for the purpose by the Royal Egyptian Government, to whom all facilities will be given for the accomplishment of their duties. Furthermore, the two Governments have agreed that although the dam when constructed will be administered and maintained by the Uganda Electricity Board, the latter will regulate the discharges to be passed through the dam on the instructions of the Egyptian resident engineer to be stationed with his staff at the dam by the Royal Egyptian Government for this purpose in accordance with arrangements to be agreed between the Egyptian Ministry of Public Works and the Uganda authorities pursuant to the provisions of agreements to be concluded between the two Governments.

“ 5. The two Governments also recognise that during and after the construction of the dam, the Uganda Electricity Board may take any action at Owen Falls which it may consider desirable provided that this action does not entail any prejudice to the interests of Egypt in accordance with the Nile Waters Agreement of 1929 and does not adversely affect the discharges of water to be passed through the dam in accordance with the arrangements to be agreed between the two Governments. The Egyptian Ministry of Public Works and the Uganda Electricity Board will consult together on matters of mutual interest. Any difference of opinion which may arise, however, in connexion with the control of the water or with the generation of hydro-electric power will be a matter for discussion and settlement in a spirit of friendly co-operation between them. If these authorities find themselves unable to settle it, the matter will be referred to arbitration in accordance with arrangements to be agreed between the two Governments.”

I have the honour to propose that if the Royal Egyptian Government agrees, this Note and your Excellency's reply should constitute a formal agreement between our two Governments, regarding the dam at Owen Falls and the works connected therewith.

. . .

## II

*The Egyptian Minister for Foreign Affairs ad interim to His Majesty's Ambassador at Cairo*

MINISTRY OF FOREIGN AFFAIRS

Cairo, 31st May, 1949

Your Excellency,

I have the honour to acknowledge receipt of your Excellency's letter of the 30th of May, 1949, which recapitulates the points on which the Royal Egyptian Government and His Britannic Majesty's Government have agreed on the subject of the construction and administration of the dam to be built at the Owen Falls in Uganda. These points, in the English text, are as follows:

[See note I]

In reply, I have the honour to inform your Excellency that the Royal Egyptian Government agrees that the exchange of the two Notes, that under reference and the present one, constitute a formal agreement between our two Governments on the subject of the Owen Falls dam.

. . .

10. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT<sup>1</sup>  
BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM  
OF GREAT BRITAIN AND NORTHERN IRELAND AND THE  
GOVERNMENT OF EGYPT REGARDING THE CONSTRUCTION  
OF THE OWEN FALLS DAM, UGANDA. CAIRO,  
5 DECEMBER 1949<sup>2</sup>

I

*His Majesty's Ambassador at Cairo to the Egyptian Minister for Foreign Affairs  
ad interim*

BRITISH EMBASSY

Cairo, 5th December, 1949

Monsieur le Ministre,

I have the honour to refer to my Note of the 30th May, and to the reply of the then Minister for Foreign Affairs *ad interim* of the 31st May which Notes constituted a formal agreement between our two Governments regarding the proposed dam at Owen Falls and the works connected therewith.

The third point of this agreement provided that the Royal Egyptian Government and His Majesty's Government in the United Kingdom would examine promptly contracts placed by the Uganda Electricity Board and would indicate their joint approval of them by formal Notes exchanged between each other.

As your Excellency is aware, the Uganda Electricity Board has now awarded the contract for the construction of the dam and hydro-electric power station at Owen Falls to a group headed by Christiani and Nielsen, Limited, comprising:

Dorman, Long and Company, Limited;  
Edmund Nuttall, Sons and Company (London), Limited;  
Hollandsche Beton Maatschappij, N/V;  
Internationale Gewapendbeton Bouw, N/V;  
K. L. Kier and Company (London), Limited;  
Nederlandsche Aanneming Maatschappij, N/V, late firm, H. F. Boersma;  
Nederlandsche Beton Maatschappij, "Bato," N/V.

The amount of the contract is £3,639,540 5s. 0d.

As your Excellency is also aware, the Uganda Electricity Board has

<sup>1</sup> Came into force on 5 December 1949, by the exchange of the said notes.

<sup>2</sup> United Nations, *Treaty Series*, vol. 226, p. 280.

further awarded a contract for ironwork to Messrs. Glenfield and Kennedy, to the amount of £124,866.

On instructions from His Majesty's Principal Secretary of State for Foreign Affairs, I now have the honour to inform your Excellency that His Majesty's Government in the United Kingdom approve these contracts. If the Royal Egyptian Government also approve them, your Excellency's reply in that sense and this Note will constitute the exchange of formal Notes referred to in paragraph 2 above. I should be happy to arrange for the Government of Uganda to be notified accordingly.

II

*The Egyptian Minister for Foreign Affairs ad interim to His Majesty's Ambassador at Cairo*

MINISTRY OF FOREIGN AFFAIRS

Cairo, 5th December, 1949

Your Excellency,

I have the honour to acknowledge receipt of your Excellency's Note of the 5th of December, in which you inform me that His Majesty's Government has approved the award of two contracts, viz:—

(1) The first concerns the building of the dam and the hydro-electric power station at the Owen Falls which the Uganda Electricity Board has awarded to the group led by Christiani & Nielsen, Limited, to the amount of £3,639,540 5s. 0d. This group comprises:

Dorman, Long and Company, Limited;  
 Edmund Nuttall, Sons & Company (London), Limited;  
 Hollandsche Beton Maatschappij, N/V;  
 Internationale Gewapendbeton Bouw, N/V;  
 K. L. Kier & Company (London), Limited;  
 Nederlandsche Aanneming Maatschappij, N/V, late firm N. F. Boersma;  
 Nederlandsche Beton Maatschappij, "Bato," N/V.

(2) The other concerns the iron-work for the sluices of the said dam awarded to Glenfield & Kennedy to the amount of £124,866.

In accordance with the terms of the third clause in the formal Agreement between our two Governments, constituted by the Exchange of Notes, that of your Excellency of the 30th of May 1949, and that of his Excellency the Egyptian Minister for Foreign Affairs *ad interim* of the 31st May, 1949, I have the honour to inform your Excellency that the Royal Egyptian Government approve the above mentioned award of these two contracts and I therefore request you to be kind enough to consider the exchange of my present Note and yours under reference as constituting on the part of our two Governments the necessary formal approval. I also note that your Excellency will be good enough to notify the Government of Uganda of this agreement.



11. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND (ON BEHALF OF THE GOVERNMENT OF UGANDA) AND OF THE GOVERNMENT OF EGYPT REGARDING CO-OPERATION IN METEOROLOGICAL AND HYDROLOGICAL SURVEYS IN CERTAIN AREAS OF THE NILE BASIN. CAIRO, 19 JANUARY, 28 FEBRUARY AND 20 MARCH 1950<sup>2</sup>

## I

*The Egyptian Minister for Foreign Affairs to His Majesty's Ambassador at Cairo*

MINISTRY OF FOREIGN AFFAIRS

Cairo, 19th January, 1950

Your Excellency,

I have the honour to inform your Excellency that during last November official discussions took place in Uganda between the representatives of the Egyptian Ministry of Public Works and the appropriate departments of the Uganda Government with a view to organising the recording of meteorological and hydrological information about the Equatorial Lakes.

In view of the importance and the ever-growing need for Egypt to collate all possible data about the Lakes the Ministry of Public Works intends to take urgent measures to draw up a plan for research, observation, and meteorological and hydrological recording on a much more comprehensive scale than has been undertaken so far.

As a result of these discussions the Government of Uganda, which has already set up a special Department to collect and record hydrological data in Uganda, intends to extend this work and to include both the collection of hydrological data from all the areas of the basin which feeds the Nile, whether in the East African territories or in the Belgian Congo and which are marked on the attached map and the gathering of certain additional data concerning Lake Victoria which are not at present collected by any other organisation.

In addition, the Royal Egyptian Government will be pleased to co-operate in this field with the Government of Uganda in accordance with the following conditions:—

1. The Egyptian Government agree that the Government of Uganda should take on the services of M. Winny, as well as make use of the equipment at present in Uganda.

2. All the meteorological and hydrological data and information collected by the Hydrological Department of Uganda for the observation posts marked on the attached map will be supplied to the Egyptian Government.

<sup>1</sup> Came into force on 20 March 1950, with effect from 1 March 1950, in accordance with the terms of the said notes.

<sup>2</sup> United Nations, *Treaty Series*, vol. 226, p. 288.

Moreover, these posts may be changed and their number increased or reduced from time to time after consultation with the Ministry of Public Works.

3. The Resident Egyptian Engineer at the Owen Falls Dam and his assistants, who will be established at Jinja, shall have access to all the posts which are in Uganda in order to undertake periodical inspections to assure themselves that the posts are being satisfactorily maintained and the observations regularly collected.

4. The Royal Egyptian Government agree to contribute to the expenses incurred in obtaining and calculating the meteorological and hydrological data and information mentioned above an annual sum of £E.4,200 which, if the circumstances warrant it, shall be subject to a revision to be mutually agreed and may be increased to a maximum figure of £E.4,500.

5. In due course an evaluating station will be established similar to that existing by the Delta Barrage.

Until this can be done, the measurements of the current will continue to be sent to Egypt, preferably by air courier, for purposes of evaluation.

6. The 1st of March, 1950, is proposed as a suitable date for the entry into force of the new arrangement.

7. The official Exchange of Notes to this effect shall constitute an Agreement between the two Governments.

. . . .

## II

*His Majesty's Ambassador at Cairo to the Egyptian Minister for Foreign Affairs*

BRITISH EMBASSY

Cairo, 28th February, 1950

Monsieur le Ministre,

I have the honour to refer to your Excellency's Note of 19th January in which you requested me to advise the Government of Uganda that the Royal Egyptian Government would be prepared to co-operate with that Government in meteorological and hydrological surveys in certain specified areas of the Nile Basin on the following conditions:

[See note I]

At the request of the Governor of Uganda, and on instructions from His Majesty's Principal Secretary of State for Foreign Affairs, I now have the honour to inform your Excellency that the Government of Uganda agree to co-operate in this matter with the Royal Egyptian Government on the conditions as set out above. If the Royal Egyptian Government confirm that they are also in agreement, your Excellency's reply in that sense and this Note will constitute the exchange of formal notes referred to in subparagraph 7 of your Excellency's Note under reference.

. . . .

## III

*The Egyptian Minister for Foreign Affairs to His Majesty's Ambassador at Cairo*

MINISTRY OF FOREIGN AFFAIRS

Cairo, March 20, 1950

Your Excellency,

I have the honour to acknowledge receipt of your Excellency's Note of the 28th of February, 1950, in which you were kind enough to convey to me the agreement of the Government of Uganda to co-operate with the Royal Egyptian Government for the purpose of organising the collation of meteorological and hydrological data concerning the Equatorial Lakes in accordance with the conditions described in our Note of January 19, 1950.

In reply, I have the honour to inform your Excellency that the Royal Egyptian Government agree that the Exchange of the two Notes, that under reference and the present one, constitute a formal agreement to this effect between the Royal Egyptian Government and the Government of Uganda.

. . .

12. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE GOVERNMENT OF EGYPT REGARDING THE CONSTRUCTION OF THE OWEN FALLS DAM IN UGANDA. CAIRO, 16 JULY 1952 AND 5 JANUARY 1953<sup>2</sup>

## I

*The Egyptian Minister for Foreign Affairs to Her Majesty's Chargé d'Affaires at Cairo*

MINISTRY FOR FOREIGN AFFAIRS

Cairo, July 16, 1952

M. le Ministre,

I have the honour to transmit herewith a draft agreement on the subject of the construction of the Owen Falls Dam in Uganda, and to propose, subject to approval, that the present draft agreement and your reply thereto constitute a formal agreement between our two Governments.

. . .

## ENCLOSURE

The Royal Egyptian Government

- (i) Will bear that part of the cost of the dam at Owen Falls which is neces-

<sup>1</sup> Came into force on 5 January 1953, by the exchange of the said notes.

<sup>2</sup> United Nations, *Treaty Series*, vol. 207, p. 278.

situated by the raising of the level of Lake Victoria and by the use of Lake Victoria for the storage of water;

(ii) Will bear the cost of compensation in respect of interests affected by the implementation of the scheme or, in the alternative, the cost of creating conditions which shall afford equivalent facilities and amenities to those at present enjoyed by the organisations and persons affected, and the cost of such works of reinstatement as are necessary to ensure a continuance of the conditions obtaining before the scheme comes into operation, such costs to be calculated in accordance with arrangements to be agreed between our two Governments;

(iii) Will pay to the Uganda Electricity Board the sum of £980,000 as compensation for the consequential loss of hydro-electric power, such payment to be made on the date when power for commercial sale is first generated at the Owen Falls;

(iv) Agrees that, for the purpose of the calculation of the compensation under the provisions of sub-paragraph (ii), all new flooding around Lake Victoria within the agreed range of three metres shall be deemed to be due to the implementation of the scheme.

## II

*Her Majesty's Ambassador at Cairo to the Egyptian Minister for Foreign Affairs*

BRITISH EMBASSY

Cairo, January 5, 1953

Monsieur le Ministre,

With reference to the letter of July 16 addressed to Mr. M. J. Creswell by Maître Hussein Sirry concerning financial arrangements which will arise out of participation by the Royal Egyptian Government in the Owen Falls Scheme in Uganda, I have the honour to confirm that the text proposed by the Royal Egyptian Government is acceptable to Her Majesty's Government in the United Kingdom and that Maître Sirry's letter under reference and this reply will constitute a formal accord between our two Governments.

2. I also confirm that the text should read as follows:—

[*As in enclosure to No. I*]

. . .

### **Ethiopia—United Kingdom**

13. TREATY<sup>1</sup> BETWEEN ETHIOPIA AND THE UNITED KINGDOM, RELATIVE TO THE FRONTIERS BETWEEN THE ANGLO-EGYPTIAN SUDAN, ETHIOPIA, AND ERITREA, SIGNED AT ADDIS ABABA, MAY 15, 1902<sup>2</sup>

. . .

<sup>1</sup> Came into force at Addis Ababa on 28 October 1902, by the exchange of ratifications.

<sup>2</sup> *British and Foreign State Papers*, vol. 95, p. 467.

*Article III.* His Majesty the Emperor Menelek II, King of Kings of Ethiopia, engages himself towards the Government of His Britannic Majesty not to construct, or allow to be constructed, any work across the Blue Nile, Lake Tsana, or the Sobat which would arrest the flow of their waters into the Nile except in agreement with His Britannic Majesty's Government and the Government of the Sudan.

. . .

14. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT<sup>1</sup>  
BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM  
OF GREAT BRITAIN AND NORTHERN IRELAND AND THE  
GOVERNMENT OF ETHIOPIA AMENDING THE DESCRIP-  
TION OF THE KENYA-ETHIOPIA BOUNDARY. ADDIS  
ABABA, 29 SEPTEMBER 1947<sup>2</sup>

I

*Mr. H. L. Farquhar to Blatta Zeoudie Belaineh*

BRITISH LEGATION

Addis Ababa, 29th September, 1947

Your Excellency,

In accordance with instructions from His Majesty's Principal Secretary of State for Foreign Affairs, I have the honour to inform Your Excellency that His Majesty's Government in the United Kingdom of Great Britain and Northern Ireland have considered the *Procès-Verbal* of the Fifth Meeting between Delegations from Ethiopia and Kenya held at Addis Ababa on 14th May, 1947, embodying the agreed recommendations of the two Delegations for the amended description of the boundary between Ethiopia and Kenya as originally described in the Agreement signed at Addis Ababa on 6th December, 1907.

. . .

3. His Majesty's Government in the United Kingdom also confirm their acceptance of the following understandings agreed by the Delegations:

(i) *Malka Murri*.—As stated in the minutes of the fourth meeting of the Delegates on 13th May, the Boundary Commissioners, in making their decision with regard to the demarcation of the boundary at Malka Murri, will take into account the most suitable arrangements for the supply of water to the Police Posts on both sides, and for the watering of the stock of the tribesmen from both Ethiopian and British territory.

. . .

(iv) *Grazing and Watering*.—In accordance with the understanding expressed at the meeting of the Delegations on 10th May, the provisions of

<sup>1</sup> Came into force on 29 September 1947, by the exchange of the said notes.

<sup>2</sup> United Nations, *Treaty Series*, vol. 82, p. 192.

the 1907 Agreement with regard to grazing and watering shall be abrogated.

. . .

5. I have the honour to request that Your Excellency will inform me whether the Ethiopian Government likewise approve and confirm their acceptance of the understandings set forth in paragraph 3 and of the proposals in paragraph 4 of this Note. In that event, the present Note and Your Excellency's reply in this sense will be regarded as constituting an agreement between His Majesty's Government in the United Kingdom and the Government of Ethiopia to this effect. . . .

## II

*Blatta Zeoudie Belaineh to Mr. H. L. Farquhar*

MINISTRY OF FOREIGN AFFAIRS

Addis Ababa, 29th September 1947

Excellency,

I have the honour to acknowledge the receipt of your Note of even date, in which you inform me that His Majesty's Government in the United Kingdom have considered the *Procès-Verbal* of the Fifth Meeting between the Delegations of Ethiopia and of Kenya held at Addis Ababa on 14th May, 1947, and approve the recommendations of the Delegations which are set forth in the initialled annex hereto as replacing the description of the boundary line embodied in the Agreement signed at Addis Ababa on 6th December, 1907.

. . .

[See note I, paragraph 3]

. . .

5. It is, therefore, understood that the present Exchange of Notes constitutes an agreement between the Imperial Ethiopian Government and His Majesty's Government in the United Kingdom. . . .

. . .

### France—Spain

15. CONVENTION<sup>1</sup> ENTRE LA FRANCE ET L'ESPAGNE POUR LA DÉLIMITATION DES POSSESSIONS FRANÇAISES ET ESPAGNOLES SUR LA CÔTE DU SAHARA ET SUR LA CÔTE DU GOLFE DE GUINÉE, SIGNÉE À PARIS, LE 27 JUIN 1900<sup>2</sup>

. . .

<sup>1</sup> Les instruments de ratification ont été échangés à Paris, le 22 mars 1901.

<sup>2</sup> *British and Foreign State Papers*, vol. 92, p. 1014.

*Article V.* . . . La navigation et la pêche seront libres pour les ressortissants français et espagnols dans les rivières Mouni et Outemboni.

La police de la navigation et de la pêche dans ces rivières, dans les eaux territoriales françaises et espagnoles aux abords de l'entrée de la rivière Mouni, ainsi que les autres questions relatives aux rapports entre frontaliers, les dispositions concernant l'éclairage, le balisage, l'aménagement et la jouissance des eaux, feront l'objet d'arrangements concertés entre les deux Gouvernements. . .

. . .

### France—United Kingdom

#### 16. AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENTS OF GREAT BRITAIN AND FRANCE WITH REGARD TO THE SOMALI COAST. LONDON, FEBRUARY 2 AND 9, 1888<sup>2</sup>

No. 1

*M. Waddington to the Marquess of Salisbury*

Londres, le 2 février 1888

Monsieur le Marquis,

Le Gouvernement de la République Française et le Gouvernement de Sa Majesté Britannique étant désireux d'arriver à un accord relativement à leurs droits respectifs dans le Golfe de Tadjourah et sur la Côte Somali, j'ai eu l'honneur d'entretenir votre Seigneurie à plusieurs reprises de cette question. Après un échange amical de vues nous sommes tombés d'accord hier sur les Arrangements suivants:

1. Les Protectorats exercés ou à exercer par la France et la Grande-Bretagne seront séparés par une ligne droite partant d'un point de la côte situé en face des puits d'Hadou et dirigée sur Abassouën en passant à travers les dits puits; . . .

. . . Il est expressément convenu que l'usage des puits d'Hadou sera commun aux deux parties. . . .

No. 2

*The Marquess of Salisbury to M. Waddington*

FOREIGN OFFICE

February 9, 1888

Monsieur l'Ambassadeur,

I have the honour to acknowledge the receipt of your Excellency's note of the 2nd instant, reciting the Arrangement upon which we have agreed with regard to the respective rights of Great Britain and France in the Gulf of Tadjourra and on the Somali Coast.

<sup>1</sup> Came into force on 9 February 1888, by the exchange of the notes.

<sup>2</sup> *British and Foreign State Papers*, vol. 83, p. 672.

The provisions of this Arrangement are as follows:

1. The Protectorates exercised, or to be exercised, by Great Britain and France shall be separated by a straight line starting from a point on the coast opposite to the wells of Hadou, and passing through the said wells to Abassouen; . . .

. . . It is expressly agreed that the use of the wells of Hadou shall be common to both parties. . . .

17. ARRANGEMENT<sup>1</sup> BETWEEN GREAT BRITAIN AND FRANCE,  
FIXING THE BOUNDARY BETWEEN THE BRITISH AND  
FRENCH POSSESSIONS ON THE GOLD COAST, SIGNED  
AT PARIS, JULY 12, 1893<sup>2</sup>

. . . .

*Article 5.* It is agreed that the inhabitants of French villages who, previously to the conclusion of this Agreement, enjoyed the right of fishing on the Tanoë or Tendo River shall continue to enjoy that right subject to local regulations.

. . . .

18. EXCHANGE OF NOTES<sup>3</sup> BETWEEN THE UNITED KINGDOM  
AND FRANCE WITH REFERENCE TO THE AGREEMENT  
OF THE 21st JANUARY 1895<sup>4</sup> FIXING THE BOUNDARY  
BETWEEN THE BRITISH AND FRENCH POSSESSIONS TO  
THE NORTH AND EAST OF SIERRA LEONE, SO FAR AS  
CONCERNS THE NAVIGATION AND USE OF THE GREAT  
SKARCIES RIVER. PARIS, JANUARY 22, FEBRUARY 4, 1895<sup>5</sup>

No. 1

*The Marquess of Dufferin to M. Hanotaux*

Paris, January 22, 1895

Monsieur le Ministre,

During the course of the recent negotiations relative to the delimitation of the British and French territories and possessions situated to the north and east of Sierra Leone, the Commissioners named by the two Powers were led to examine the situation created to the riverain inhabitants of a certain portion of the Great Skarcies by the execution of the Agreement of the 10th August, 1889.

Although by Article I of the Agreement of the 21st January 1895, the British frontier follows the right bank of the Great Skarcies from a point

<sup>1</sup> Came into force upon signature.

<sup>2</sup> *British and Foreign State Papers*, vol. 85, p. 31.

<sup>3</sup> Came into force on 4 February 1895, by the exchange of the said notes.

<sup>4</sup> *British and Foreign State Papers*, vol. 87, p. 4.

<sup>5</sup> *Ibid.*, p. 17.



on the right bank 500 metres south of the road leading from Wulia to Wossu, via Lusenja, to the point where that river is joined by the Little Mola, Her Majesty's Government is, nevertheless, disposed to permit the riverain inhabitants dwelling on the right bank within the above-mentioned limits to continue to use the river to the same extent as heretofore.

It is, however, understood that the inhabitants of these villages will be subject to such Laws or Ordinances as may from time to time be promulgated by the authorities of the Colony of Sierra Leone with a view to regulating the navigation of the river or in connection with the control of its waters, due notice of the same being given by the Governor of Sierra Leone to the Governor of French Guinea. . .

No. 2

*M. Hanotaux to the Marquess of Dufferin*

Paris, le 4 février 1895

Monsieur l'Ambassadeur,

J'ai reçu la lettre que votre Excellence m'a fait l'honneur de m'adresser le 22 janvier dernier, au sujet de l'échange de vues qui a eu lieu entre les Commissaires des deux pays au cours des récentes négociations relatives à la délimitation des possessions Françaises et Britanniques au nord et à l'est de Sierra-Leone, touchant la situation qui serait faite par la mise à exécution de l'Arrangement du 10 août 1889, aux riverains d'une certaine partie de la Grande Scarcie.

Votre Excellence veut bien me faire connaître que bien qu'aux termes de l'Article I de l'Arrangement du 21 janvier, 1895, la frontière Britannique suive la rive droite de la Grande Scarcie d'un point situé sur la rive droite à 500 mètres au sud de la route qui conduit de Wulia (Ouelia) à Wossu (Ouossou) par Lucenia jusqu'au point où la Petite Mola se jette dans ce fleuve, le Gouvernement de Sa Majesté est néanmoins disposé à permettre aux riverains qui habitent les villages situés sur la rive droite, dans les limites ci-dessus spécifiées, de continuer à se servir de ce fleuve dans les mêmes conditions qu'autrefois.

Il est entendu, toutefois, que les habitants de ces villages seront soumis aux Lois et aux Ordonnances qui pourront être promulguées par la Colonie de Sierra-Leone, en vue de réglementer la navigation de ce fleuve ou la police de ses eaux, après qu'il en aura été dûment donné avis par le Gouverneur de Sierra-Leone au Gouverneur de la Guinée Française.

. . . .

19. CONVENTION<sup>1</sup> BETWEEN GREAT BRITAIN AND FRANCE,  
RESPECTING NEWFOUNDLAND, AND WEST AND CENTRAL  
AFRICA, SIGNED AT LONDON, APRIL 8, 1904<sup>2</sup>

. . . .

<sup>1</sup> Ratifications exchanged at London, December 8, 1904.

<sup>2</sup> *British and Foreign State Papers*, vol. 97, p. 31.

*Article VII.* In that portion of the River Komadugu which is common to both Parties, the populations on the banks shall have equal rights of fishing.

. . .

20. EXCHANGES OF NOTES<sup>1</sup> BETWEEN THE UNITED-KINGDOM AND FRANCE CONSTITUTING AN AGREEMENT RELATING TO THE BOUNDARY BETWEEN THE GOLD COAST AND THE FRENCH SOUDAN. LONDON, MARCH 18 APRIL 25, 1904<sup>2</sup>

No. 1

*The Marquis of Lansdowne to M. Cambon*

FOREIGN OFFICE

March 18, 1904

Your Excellency,

I have the honour to acknowledge the receipt of your Excellency's note of the 25th ultimo, in which you state that the French Government agree to the description of the Anglo-French boundary between the Gold Coast and the French Soudan, which was embodied in the Memorandum inclosed in my note of the 13th January last, but that they suggest modifications in the wording of sections 27 and 35 of Article I of the Agreement.

His Majesty's Government accept these modifications and I have the honour to transmit herewith a Memorandum of Articles of Agreement in which the suggestions made in your Excellency's note have been adopted.

. . .

Inclosure in No. 1.—Memorandum

. . .

*Article III.* The villages situated in proximity to the frontier shall retain the right to use the arable and pasture lands, springs, and watering places, which they have heretofore used, even in cases in which such arable and pasture lands, springs, and watering places are situated within the territory of the one Power, and the village within the territory of the other. . .

No. 2

*M. Cambon to the Marquess of Lansdowne*

AMBASSADE DE FRANCE

Londres, le 25 avril 1904

Monsieur le Marquis,

J'ai l'honneur de vous accuser réception de votre note du 18 mars dernier constatant que l'entente est définitivement établie entre nos deux Gou-

<sup>1</sup> Came into force on 25 April 1904, by the exchange of the said notes.

<sup>2</sup> *British and Foreign State Papers*, vol. 99, p. 203.

vernements en ce qui concerne le tracé de la frontière entre la Côte d'Or et le Soudan, et pour répondre au désir exprimé par votre Seigneurie je lui adresse ci-inclus un Mémorandum exactement conforme à celui qu'elle a bien voulu me faire parvenir à ce sujet, ainsi qu'une copie de la carte qui y était annexée . . .

Inclosure in No. 2—Memorandum  
[French version of the enclosure in No. 1]

21. ÉCHANGE DE NOTES<sup>1</sup> CONSTITUANT UN ACCORD ENTRE LA FRANCE ET LE ROYAUME-UNI POUR FIXER LA FRONTIÈRE ENTRE LA CÔTE D'OR ET LA CÔTE D'IVOIRE. LONDRES, LES 11 ET 15 MAI 1905<sup>2</sup>

Des notes échangées entre le Marquis de Lansdowne et M. Paul Cambon constatent l'entente établie entre les deux Gouvernements en ce qui concerne le tracé de la frontière entre la Côte d'Or et la Côte d'Ivoire, selon les termes du Mémorandum ci-après, annexé auxdites notes:

MÉMORANDUM

IV. Les villages situés à proximité de la frontière conserveront le droit d'user des terrains de culture, des pâturages, des sources et points d'eau dont ils ont joui jusqu'à présent, même au cas où ces terrains de culture, pâturages, sources et points d'eau seraient situés sur le territoire de l'une des Puissances et les villages sur le territoire de l'autre.

22. EXCHANGE OF NOTES<sup>3</sup> BETWEEN THE UNITED KINGDOM AND FRANCE CONSTITUTING AN AGREEMENT RELATING TO THE FRONTIER BETWEEN THE BRITISH AND FRENCH POSSESSIONS FROM THE GULF OF GUINEA TO THE NIGER (SOUTHERN NIGERIA AND DAHOMEY). PARIS, OCTOBER 19, 1906<sup>4</sup>

No. 1

*The French Minister for Foreign Affairs to Sir F. Bertie*

Paris, le 19 octobre 1906

Monsieur l'Ambassadeur,

A la suite des communications verbales échangées entre mon Département et votre Ambassade, il a été reconnu que la version Française et la

<sup>1</sup> Entré en vigueur le 15 mai 1905.

<sup>2</sup> J. Basdevant, *Traité et Conventions en vigueur entre la France et les puissances étrangères*, tome deuxième, p. 429.

<sup>3</sup> Came into force on 19 October 1906, by the exchange of the said notes.

<sup>4</sup> *British and Foreign State Papers*, vol. 99, p. 217.

version Anglaise du mémorandum définissant le tracé de la frontière entre les possessions Françaises et Anglaises du Golfe de Guinée au Niger présentaient une concordance absolue.

Aucune correction ultérieure ne paraissant désormais nécessaire, j'ai l'honneur d'adresser, ci-joint, à Votre Excellence le texte du mémorandum en question constatant l'entente à laquelle sont arrivés les deux Gouvernements au sujet de la dite frontière. . .

No. 2

*Sir F. Bertie to the French Minister for Foreign Affairs*

Paris, October 19, 1906

Monsieur le Ministre,

I have the honour to acknowledge the receipt of your Excellency's note of to-day's date, in which you were so good as to inclose the text of a Memorandum recording the understanding arrived at by the Governments of Great Britain and of France in regard to the frontier between the British and French possessions from the Gulf of Guinea to the Niger, together with a map in two sheets showing the line of demarcation.

As a result of verbal communications exchanges between this Embassy and the Ministry for Foreign Affairs, it has been ascertained that the English and French versions of the Memorandum defining the line of demarcation between the British and French possessions from the Gulf of Guinea to the Niger are in complete agreement. . . .

*Annex 1.—Délimitation entre les possessions  
Françaises et Anglaises du Golfe de Guinée au Niger*

*Article III.* Les villages situés à proximité de la frontière conserveront le droit d'user des terres arables, des pâturages, des sources et des abreuvoirs, dont ils ont usé jusqu'à présent, même dans le cas où ces terres arables, ces pâturages, ces sources et ces abreuvoirs seraient situés sur le territoire d'une des Puissances et le village sur le territoire de l'autre Puissance.

23. EXCHANGE OF NOTES<sup>1</sup> BETWEEN THE BRITISH AND FRENCH GOVERNMENTS RESPECTING LICENCES TO DREDGE IN THE TANOË RIVER, IN COMPLETION OF THE ANGLO-FRENCH AGREEMENT OF AUGUST 10, 1889. LONDON, 16/25 JUNE, 1907<sup>2</sup>

No. 1

*The French Ambassador to the Secretary of State for Foreign Affairs*

<sup>1</sup> Came into force 25 June 1907, by the exchange of notes.

<sup>2</sup> *British and Foreign State Papers*, vol. 100, p. 498.

AMBASSADE DE FRANCE

Londres, le 16 juin 1907

Monsieur le Secrétaire d'Etat,

Je suis chargé de faire savoir à votre Excellence que le Gouvernement de la République est d'accord avec le Gouvernement Britannique pour compléter l'Arrangement Franco-Anglais du 10 août 1889, en décidant que les autorisations de dragages dans la rivière «Tanoe» devront être soumises à l'agrément des deux Gouvernements locaux de la Côte d'Ivoire Française et de la Côte d'Or Anglaise.

Si votre Excellence veut bien m'accuser réception de la présente communication en me confirmant son adhésion à cette disposition additionnelle à la Convention du 10 août 1889, cet échange de notes constatera l'entente entre les deux Gouvernements. . .

No. 2

*The Secretary of State for Foreign Affairs to the French Ambassador*

FOREIGN OFFICE

June 25, 1907

Your Excellency,

I have the honour to acknowledge the receipt of your Note of the 16th instant, in which your Excellency informs me that the French Government assent to an addition being made to the Anglo-French Convention of August 10, 1889, providing that licences to dredge in the neutral waters of the Tanoe River should be submitted to the common consent of the Governments of the Ivory Coast and the Gold Coast.

I have the honour to inform your Excellency that His Majesty's Government accept the addition of this provision and that they agree to consider the present exchange of notes as giving effect to it. . . .

24. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT<sup>1</sup>  
BETWEEN GREAT BRITAIN AND FRANCE RESPECTING THE  
BOUNDARY BETWEEN SIERRA LEONE AND FRENCH  
GUINEA. LONDON, SEPTEMBER 4, 1913<sup>2</sup>

No. 1

*The French Chargé d'Affaires to Sir Edward Grey*

AMBASSADE DE FRANCE

Londres, le 4 septembre 1913

Monsieur Le Secrétaire d'Etat,

En exécution d'un accord intervenu entre eux, le 20 septembre 1911, le Gouvernement de la République française et le Gouvernement de Sa Majesté britannique ont chargé le Capitaine Schwartz et le Capitaine Le Mesurier de procéder à l'abornement définitif de la frontière entre la Guinée française et le Sierra-Leone. Ces Commissaires délimitateurs ont signé,

<sup>1</sup> Came into force on 4 September 1913, by the exchange of the said notes.

<sup>2</sup> *British and Foreign State Papers*, vol. 106, p. 763.

le 1<sup>er</sup> juillet 1912, un protocole déterminant une ligne frontière, qui est tracée sur une carte, également signée par eux.

Le Gouvernement de la République française m'a chargé de sanctionner en son nom, par la présente lettre, qui tiendra lieu de ratification, l'accord résultant de ce protocole et de cette carte, dont copies sont ci-annexées. . .

No. 2

*Sir Edward Grey to the French Chargé d'Affaires*

FOREIGN OFFICE

September 4, 1913

Sir,

I have the honour to acknowledge the receipt of your note of this day's date, in which you inform me that the Government of the French Republic confirm the agreement respecting the demarcation of the boundary between Sierra Leone and French Guinea, recorded in the Protocol and map signed by the British and French Commissioners, Captain Le Mesurier and Captain Schwartz, at Pendembu, on the 1st July, 1912.

I now have the honour to inform you that His Majesty's Government by the present note, also confirm the agreement recorded in the above-mentioned Protocol and map, copies of which are enclosed herewith.

. . .

No. 3

*Protocol*

. . .

*Article 5.* As regards the whole part of the frontier defined above thalweg of rivers Meli and Moa], and in the case of future disputes, the position of the innumerable little islets and rocks existing in the two rivers will be fixed in connection with the thalweg. Navigation and fishing are free in this part. The use of hydraulic power may only be employed after an agreement made beforehand between the two Governments.

. . .

*Article 8.* In the part of the Moa included between cairns XV and XVI the river and the islands belong entirely to France. The inhabitants of the two banks have, however, equal rights of fishing in this part.

. . .

25. NOTES<sup>1</sup> EXCHANGED BETWEEN GREAT BRITAIN AND FRANCE AGREEING TO THE RATIFICATION OF THE PROTOCOL DEFINING THE BOUNDARY BETWEEN FRENCH EQUATORIAL AFRICA AND THE ANGLO-EGYPTIAN SOUDAN, TOGETHER WITH THE PROTOCOL. LONDON, JANUARY 21, 1924<sup>2</sup>

<sup>1</sup> Came into force on 21 January 1924, by the exchange of the said notes.

<sup>2</sup> *British and Foreign State Papers*, vol. 119, p. 354.

## No. 1

*The Marquess Curzon of Kedleston to the French Ambassador*

FOREIGN OFFICE

January 21, 1924

Your Excellency,

I have the honour to state that the members of the Boundary Commission designated in execution of the terms of paragraph 4 of the Declaration signed in London on the 21st March, 1899, completing the Convention between Great Britain and France signed in Paris on the 14th June, 1898, to delimit on the spot the frontier between French Equatorial Africa and the Anglo-Egyptian Soudan in accordance with the indications given in paragraph 2 of that Declaration as amplified by the Supplementary Convention signed in Paris on the 8th September, 1919, have concluded their labours and drawn up the annexed protocol signed here on the 10th instant, defining the said boundary. . . .

In forwarding to your Excellency a copy of the said protocol and maps, I have the honour to inform you that His Majesty's Government confirm the proposals of the Commission and consider the present note as being equivalent to ratification.

The necessary instructions will be sent to His Majesty's High Commissioner for Egypt and the Soudan in order that the present Agreement may take effect as from the date of the present note. . . .

## No. 2

*The French Ambassador to the Marquess Curzon of Kedleston*

AMBASSADE DE FRANCE

Londres, le 21 janvier 1924

Monsieur le Marquis,

Les membres de la Commission de Délimitation désignés, conformément au paragraphe 4 de la Déclaration signée à Londres, le 21 mars 1899, complétant la Convention signée à Paris, entre la France et la Grande-Bretagne, le 14 juin 1898, pour déterminer sur le terrain la frontière entre l'Afrique équatoriale française et le Soudan anglo-égyptien, conformément aux indications figurant au paragraphe 2 de la Déclaration de Londres, telles qu'elles se trouvent développées par la Convention additionnelle signée à Paris, le 8 septembre 1919, ont terminé leurs travaux. Ils ont rédigé le protocole ci-annexé, signé à Londres le 10 de ce mois, qui définit ladite frontière. . . .

En remettant à votre Seigneurie un exemplaire dudit protocole . . . j'ai l'honneur de lui faire savoir que le Gouvernement de la République approuve les propositions de la Commission et considère la présente lettre comme équivalent à une ratification.

Les instructions nécessaires seront envoyées à Monsieur le Gouverneur général de l'Afrique équatoriale française pour que le présent accord puisse prendre effet à partir de la date de la présente lettre . . .

*Protocol**General clauses*

- (a) Where the frontier follows a wadi, cuts a lake or rahad or changes its

direction at either of such, the watering rights existing therein will be preserved by the inhabitants on either side.

- . . . .
26. ÉCHANGE DE NOTES CONSTITUANT UN ACCORD<sup>1</sup> ENTRE LA FRANCE ET LA GRANDE-BRETAGNE CONCERNANT LE PROTOCOLE ET LE RAPPORT FINAL DES COMMISSAIRES NOMMÉS EN VUE DE DÉLIMITER LA FRONTIÈRE SÉPARANT LES TERRITOIRES DU TOGO SOUS MANDATS FRANÇAIS ET BRITANNIQUE, SIGNÉ À LOMÉ, LE 21 OCTOBRE 1929. LONDRES, LES 30 JANVIER ET 19 AOÛT 1930<sup>2</sup>

. . . .

*Protocole*

. . . .

*Dispositions générales*

. . . .

(k) Il est entendu que partout où la frontière suit un cours d'eau tous les droits à l'eau et à la pêche tels qu'ils existent de chaque côté et tous les droits de passage en aval, en amont et en traverse du cours d'eau seront maintenus.

. . . .

**Italy—United Kingdom**

27. PROTOCOLE ENTRE LES GOUVERNEMENTS DE L'ITALIE ET DU ROYAUME-UNI, POUR LA DÉMARCATIION DES SPHÈRES D'INFLUENCE RESPECTIVES DANS L'AFRIQUE ORIENTALE, SIGNÉ À ROME, LE 15 AVRIL 1891<sup>3</sup>

. . . .

Désirant compléter, dans la direction du nord, jusqu'à la mer Rouge, la démarcation des sphères d'influence respective, entre l'Angleterre et l'Italie, que les deux Parties ont déjà arrêtée, par le Protocole du 24 mars dernier, depuis l'embouchure du Juba, dans l'océan Indien, jusqu'à l'intersection du 35° longitude est Greenwich avec le Nil Bleu, les Sous-signés:

Marquis de Dufferin et Ava, Ambassadeur de Sa Majesté la Reine du Royaume-Uni de la Grande-Bretagne et d'Irlande, Impératrice des Indes;

<sup>1</sup> Entré en vigueur à la date de l'échange desdites notes.

<sup>2</sup> De Martens, *Recueil général de Traités*, 3<sup>e</sup> série, tome XXV, p. 452.

<sup>3</sup> *British and Foreign State Papers*, vol. 83, p. 19.



Marquis de Rudini, Président du Conseil et Ministre des Affaires Etrangères de Sa Majesté le Roi d'Italie;  
Sont convenus de ce qui suit:

III. Le Gouvernement Italien s'engage à ne construire sur l'Atbara, en vue de l'irrigation, aucun ouvrage qui pourrait sensiblement modifier sa défluence dans le Nil.

28. EXCHANGE OF NOTES<sup>1</sup> BETWEEN THE BRITISH AND ITALIAN GOVERNMENTS RESPECTING THE REGULATION OF THE UTILISATION OF THE WATERS OF THE RIVER GASH. ROME, JUNE 12 AND 15, 1925<sup>2</sup>

No. 1

*Signor Mussolini to Sir R. Graham*

MINISTRY FOR FOREIGN AFFAIRS

Rome, June 12, 1925

Sir,

I have the honour to inform your Excellency that the Italian Government approves the agreement arrived at between His Excellency Jacopo Gasparini, Governor of the Colony of Eritrea, and Mr. Wasey Sterry, Acting Governor-General of the Sudan, both duly authorised and met at Khartum on the 12th December, 1924, to proceed to the regulation of the utilisation of the waters of the River Gash.

This agreement is the result of the following documents, duly certified and annexed to the present note, of which they form an integral part:

1. Letter addressed by the Governor of Eritrea to the Acting Governor-General of the Sudan, dated the 12th December, 1924 (with a report and document attached, dated the 25th November, 1924, and signed by the experts, Mr. MacGregor and Signor Tornielli).
2. Letter addressed by the Acting Governor-General of the Sudan to the Governor of Eritrea, dated the 12th December, 1924 (with a report and document attached, dated the 25th November, 1924, and signed by the experts, Mr. MacGregor and Signor Tornielli).
3. Letter addressed by the Governor of Eritrea to the Acting Governor-General of the Sudan, dated the 12th December, 1924.
4. Letter addressed by the Acting Governor-General of the Sudan to the Governor of Eritrea, dated the 12th December, 1924.

In begging your Excellency to inform me whether His Britannic Majesty's Government on its part approves the above mentioned agreement and is disposed to put it into execution. . . .

<sup>1</sup> Came into force on 15 June 1925, by the exchange of the said notes.

<sup>2</sup> League of Nations, *Treaty Series*, Vol. 38, p. 190.

No. 2

*Sir R. Graham to Signor Mussolini*

BRITISH EMBASSY

Rome, June 15, 1925

Your Excellency,

I have the honour to acknowledge the receipt of your Excellency's note of the 12th instant, to the effect that the Royal Government approve the agreement reached between His Excellency Jacopo Gasparini, Governor of the Colony of Eritrea, and Mr. Wasey Sterry, Acting Governor-General of the Sudan, both properly authorised, who met at Khartum on the 12th December, 1924, to proceed to the regulation of the utilisation of the waters of the River Gash.

This agreement is shown in the following documents, properly certified and annexed to the present note, of which they form an integral part:

1. Letter addressed by the Governor of Eritrea to the Acting Governor-General of the Sudan, dated the 12th December, 1924 (with a report and document attached, dated the 25th November, 1924, and signed by the experts, Mr. MacGregor and Signor Torielli).
2. Letter addressed by the Acting Governor-General of the Sudan to the Governor of Eritrea, dated the 12th December, 1924 (with a report and document attached, dated the 25th November, 1924, and signed by the experts, Mr. MacGregor and Signor Torielli).
3. Letter addressed by the Governor of Eritrea to the Acting Governor-General of the Sudan, dated the 12th December, 1924.
4. Letter addressed by the Acting Governor-General of the Sudan to the Governor of Eritrea, dated the 12th December, 1924.

I have the honour to inform your Excellency that His Majesty's Government approve on their side the above-mentioned agreement and are disposed also to put it into effect. . . .

ENCLOSURE No. 1

*The Governor of Eritrea to the Acting Governor-General of the Sudan*

Khartum, December 12, 1924

Sir,

In execution of the principles laid down by the Prinetti-Currie exchange of notes of November-December 1901, I have the honour to inform your Excellency that, with regard to the works in progress for the utilisation of the waters of the Gash at Tessenci, the Government of Eritrea adopt the conclusions at which the British and Italian experts jointly arrived on the questions formulated in the Erkowit document of the 25th May, 1924.

These conclusions are shown in the report dated the 25 November, 1924, signed by Mr. MacGregor and Signor Torielli, which is attached to the present note and forms an integral part of it.

In consequence of the acceptance of the experts' proposals, the use of the waters of the Gash at Tessenci will be regulated in the following manner:

1. The supply of water up to the discharge of 5 metres cube remains

entirely at the disposal of the Government of Eritrea for the works at Tessenei.

2. The discharge of water above the aforesaid 5 metres cube will be utilised for the works at Tessenei in such proportionately progressive manner, in conformity with the proposals contained in the experts' report attached, that when 20 metres cube is reached, 10 will be used for the above-mentioned works, the other 10 being allowed to flow on for the benefit of the Province of Kassala.

3. The discharge in excess of 20 metres cube will be utilised as regards one-half by the works at Tessenei up to the quantity necessary for the irrigation of the plain of Tessenei.

SUB-ENCLOSURES IN ENCLOSURE NO. I

*Utilisation of the waters of the Gash*

Report of the experts . . .

*Questions Nos. 4 and 5*

. . . In the first place, we do not consider it to be technically practicable to have a single system which would serve for the irrigation of both territories. In consequence, the projects relating to the territories of Eritrea and Kassala must be independent, except for certain arrangements for the division of the water, necessary to safeguard the interests of both territories.

The works of Tessenei will not, so far as the barrage itself is concerned, have any influence on the wells of Kassala, which are fed by inundation and not by subsoil flow. So far as concerns the extraction of the water, according to the project of Nobile, the interests of Kassala will not be injured during the periods of normal flood. But, on the other hand, during certain periods of prolonged scarcity, the water remaining available below the dam might not be sufficient for the needs of Kassala if a discharge of 10 cubic metres per second were taken continuously from the river as provided for in the project in question. Therefore, to safeguard in the best possible manner the interests of the two territories, it will be desirable to divide the water in the following manner:

Since it would not be for the practical advantage of either territory to divide the very small supplies, we would leave the first 5 cubic metres per second at the complete disposal of Tessenei. The division of the supply from 5 up to 20 cubic metres per second should be made in such proportionately progressive manner that, when 20 cubic metres per second is reached, the partition will be 10 cubic metres per second to each.

The discharge above 20 cubic metres per second should be divided in equal parts until the discharge required for the irrigation of the plain of Tessenei is reached. Above that, the water will be passed freely below the barrage. . . .

## ENCLOSURE No. 2

*The Acting Governor-General of the Sudan to the Governor of Eritrea*

Khartum, December 12, 1924

Excellency,

I have the honour to acknowledge receipt of your Excellency's note, dated to-day, in which you inform me of your acceptance of the conclusions of the British and Italian experts contained in their report, dated the 25th November, 1924, of which I attach the English text.

I also accept their conclusions, and I take note of the fact that the use of the water of the Gash at Tessenei will be regulated in the following manner:

1. The discharge up to 5 metres cube per second will be entirely at the disposal of the Government of Eritrea for the works at Tessenei.
2. The discharge from 5 metres cube per second up to 20 metres cube per second will be divided in the manner defined in the report of the experts, so that, when a discharge of 20 metres cube per second is reached, 10 metres cube per second will be taken by the works at Tessenei and 10 metres cube per second will be passed on for the Province of Kassala.
3. The flow in excess of 20 metres cube per second will be divided in equal parts up to the discharge required for Tessenei.

I accept these proposals, but I should be glad to know what total quantity of water and what maximum discharge will be taken from the Gash for irrigation in Eritrea.

I understand that the Italian authorities will take all necessary precautions to prevent the river being diverted from its course.

. . .

## ENCLOSURE No. 3

*The Governor of Eritrea to the Acting Governor-General of the Sudan*

Khartum, December 12, 1924

Sir,

In reply to your Excellency's note of to-day's date, I have the honour to inform you that the quantity of water from the River Gash, which the Government of Eritrea will utilise for the irrigation works, amounts altogether to 65 million cubic metres, and that the total discharge of the waters derived from the river will not exceed 17 cubic metres per second, it being agreed that the water in excess of this quantity will be allowed to flow on for the benefit of the Province of Kassala.

With reference to the conversations which have taken place on the subject, I shall be grateful if your Excellency will be good enough to determine the manner in which the Government of the Sudan would be willing to recognise the position established by the present negotiations in respect of the quantity of water in excess of the 65 million cubic metres which the Government of Eritrea undertake to allow to pass on for the benefit of the Province of Kassala.

. . .

## ENCLOSURE No. 4

*The Acting Governor-General of the Sudan to the Governor of Eritrea.*

Khartum, December 12, 1924

Excellency,

I have the honour to acknowledge receipt of your Excellency's note, dated to-day.

In reply to your question as to the method in which the Government of the Sudan would be willing to recognise the situation which comes to be determined by the present negotiations as regards the quantity of water exceeding 65 million cubic metres, which the Government of Eritrea pledges itself to allow to flow down for the benefit of the Province of Kassala, I beg to confirm the agreement reached at our conversation of this morning, which is as follows:

The Sudan Government will make payment to the Government of Eritrea each year a share of the sum which it receives in respect of cultivation by irrigation of land in the Gash delta, amounting to 20 per cent of such sum received by the Sudan Government in excess of a fixed amount of £50,000 annually.

The sums referred to above, to which the Sudan Government is entitled, are fixed according to its agreement with the Kassala Cotton Company, and I shall be glad to give you full statements each year showing how the amount payable to you under this agreement is arrived at.

. . . .

#### **Portugal—South Africa**

29. AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE UNION OF SOUTH AFRICA AND THE GOVERNMENT OF THE REPUBLIC OF PORTUGAL REGULATING THE USE OF THE WATERS OF THE KUNENE RIVER FOR THE PURPOSES OF GENERATING HYDRAULIC POWER AND OF INUNDATION AND IRRIGATION IN THE MANDATED TERRITORY OF SOUTH WEST AFRICA. SIGNED AT CAPE TOWN, 1 JULY 1926<sup>2</sup>

Whereas by Agreement entered into at Cape Town and dated the 22nd day of June, 1926, between the Plenipotentiaries of the Government of the Union of South Africa in its capacity as Mandatory of the Territory of South West Africa (hereinafter referred to as the Mandated Territory) and the Plenipotentiaries of the Government of the Republic of Portugal it has been finally settled that the boundary between the Mandated Territory and Angola is the middle line of the Kunene River from its mouth up to a point on the great Rua Cana Falls above its lip or crest, and that the parallel of latitude further forming the boundary starts from that point and extends due east so as to cause the Kunene River above the Rua Cana Falls to be excluded wholly from the Mandated Territory;

<sup>1</sup> Came into force as from the date of signature, in accordance with article 20.

<sup>2</sup> League of Nations, *Treaty Series*, vol. 70, p. 316.

And Whereas by this final settlement the use of the waters of the Kunene River at the Rua Cana Falls is common to the Government of the Union of South Africa and the Government of the Republic of Portugal;

And Whereas the Government of the Union of South Africa may be desirous of utilising its share of the water for the purpose of generating hydraulic power;

And Whereas it is not feasible for economic reasons to construct all the works required for the aforesaid purpose within the Mandated Territory;

And Whereas the Government of the Republic of Portugal is mindful of the fact that from time immemorial portions of Ovamboland now forming part of the Mandated Territory of South West Africa have periodically been inundated by the flood waters of the Kunene River overflowing its banks at various points in Portuguese Territory;

And Whereas the Government of the Republic of Portugal is further mindful of the fact that by the silting up of the inlets of some of the natural channels of these waters into Ovamboland the volume of such overflow has greatly decreased;

And Whereas it is vital to the health and comfort if not to the very existence of the native tribes of Ovamboland to ensure that these natural channels shall be and remain open;

And Whereas the Government of the Union of South Africa has asked the Government of the Republic of Portugal for leave to undertake works for the purpose of restoring to the Mandated Territory the benefits of inundation it previously enjoyed;

And Whereas the Government of the Republic of Portugal for reasons of humanity agree, under certain conditions, to allow the diversion of the waters of the River Kunene for the benefit of the Mandated Territory; . . . whilst retaining its sovereign rights intact, the Government of the Republic of Portugal concedes to the Government of the Union of South Africa as Mandatory the right to construct and use works in the Kunene River within Portuguese Territory for drawing and conveying water from the Kunene River for use in the Mandated Territory for the purposes aforesaid:

Now *Therefore*, under and by virtue of the authority committed to them, the said Plenipotentiaries on behalf of their respective Governments, after due negotiation, agree as follows:

1. A dam, weir or barrage, for the diversion of water to be utilised for the generation of hydraulic power in the Mandated Territory, may be constructed across the Kunene River on Portuguese Territory at a distance of not more than three kilometres upstream from the point on the Rua Cana Falls at which, in terms of the Agreement dated 22nd day of June, 1926, between the two Governments, the parallel of latitude defining the boundary eastwards takes its start.

2. Such dam, weir or barrage may be constructed either by the Government of the Union of South Africa or by the Government of the Republic of Portugal. If either Government wishes to construct such dam, weir or barrage it shall give two years written notice to the other Government, and within that period the other Government may signify its intention to share in the construction, in which case plans and estimates must be approved and the construction technically and financially supervised by both Governments. If the dam, weir or barrage is jointly constructed the

cost of construction shall be equally divided between the two Governments. If the other Government does not within the period specified signify its intention of sharing in the scheme, the Government which gave the notice shall in consultation with the other Government be entitled to construct such dam, weir or barrage the cost thereof being borne by the Government constructing the works. The other Government may, however, at any time by giving ten years previous notice, and upon payment of one half the costs of construction as agreed upon at the time of completion of the said dam, weir or barrage, acquire a right to share in the scheme to the extent of one half of the water in the river. Notwithstanding the right which each Government has to one half share of the water, the Government which constructs the dam, weir or barrage shall be entitled to the use of all the water, until such time as the other Government shares in the scheme. But the Government entitled to the use of all the water, may, under contract, give a share of the power to the other Government.

3. If the said dam, weir or barrage is jointly constructed, the cost of maintenance shall be equally divided between the two Governments; if the said works be constructed by one Government, the maintenance of the works shall be a charge upon that Government until the other Government shares therein, in which case the cost of maintenance shall from that time onwards be equally divided between the two Governments.

4. The Government of the Union of South Africa shall have the right to construct intake works in the Kunene River immediately above the said dam, weir or barrage on the left bank and thus to impound and to divert into a canal to be constructed by it on the left bank of the river in Portuguese territory so much of the water of the river as it may at that point be entitled to.

5. The limits within which construction operations, in so far as the canal is concerned, may take place within Portuguese Territory shall, without any owners' rights accruing to the Government of the Union of South Africa, be bounded on the right side of the canal by the left bank of the Kunene River and on the left side of the canal by a line starting 300 metres above the intake of the canal and continuing parallel with and at a distance of 150 metres from the left edge of the canal to the said boundary.

6. The Government of the Republic of Portugal concedes to the Government of the Union of South Africa the right to use up to one half of the flood water of the Kunene River for the purposes of inundation and irrigation in the Mandated Territory provided that the report contemplated in Article nine (a) below shows the scheme to be feasible.

7. No diversion of water shall be made by either Government between the Kazambue Rapids and Naulila unless a quantity sufficient for any power works constructed at any point below the Rapids is allowed to pass down.

8. The Government of the Union of South Africa shall have the right:

(a) Subject to the provisions of Article seven above, to divert by means of diversion works of any kind the whole or part of its half share of the flood waters of the Kunene River at such point or points as may on investigation by a joint technical Commission, constituted as provided in Article nine below, prove to be the most suitable;

(b) To construct and maintain the above works on the Kunene River together with such embankments and training works as may be necessary for the protection of the diversion works and for the efficient operation of such works;

(c) From the point or points mentioned in paragraph (a) hereof, to construct and maintain a canal, channel or other aqueduct from the Kunene River across Portuguese Territory; and

(d) To construct and maintain on both sides of the river head regulators at the diversion works and canals.

9. In order to undertake the investigation mentioned in Article eight (a) above, the Government of the Union of South Africa and the Government of the Republic of Portugal shall at an early date, not being later than March, 1927, each appoint an equal number of members on a joint technical Commission which shall proceed to the locality.

Such Commission shall devise a means of supplying water for the purposes of inundation and irrigation in the Mandated Territory and with that object in view, *inter alia*:

(a) Report on the feasibility of diverting the water of the Kunene River;

(b) Fix the point or points for such diversion;

(c) Design the necessary diversion works and canals;

(d) Estimate the cost of construction and maintenance of such works; and

(e) Submit proposals regarding the operation and maintenance of the works after construction.

10. The costs of investigation by the said Commission shall be borne by the Government of the Union of South Africa.

11. The cost of construction and maintenance of any works for inundation and irrigation purposes in the Mandated Territory shall be borne solely by the Government of the Union of South Africa who shall reimburse the Government of the Republic of Portugal to the extent of any expenditure which the latter may by mutual arrangement incur in connection with or in consequence of the construction or maintenance of these works.

12. No charge shall be made for the water diverted from the Kunene River for the purpose of providing means of subsistence for the Native Tribes in the Mandated Territory; but should it be desired to utilise a portion of the water referred to in Article six above for any other purposes, being for purposes of gain, the Government of the Union of South Africa shall give to the Government of the Republic of Portugal three months' written notice of such intention and shall pay, for such portion of the water so utilised, to that Government such compensation as may be mutually agreed upon.

13. The Government of the Union of South Africa shall, subject to three months' written notice to the Government of the Republic of Portugal, have the right through its engineers, surveyors and other servants to enter upon Portuguese territory in Angola for the purpose of surveys and generally for obtaining information necessary for the proper design of any works contemplated in this Agreement. Such investigation shall be conducted in consultation with the Government of the Republic of Portugal. With reference to the inundation and irrigation works, however, the Govern-



ment of the Union of South Africa shall not be entitled to exercise this right unless a scheme for the diversion of the waters has been approved of by both Governments.

14. The Government of the Union of South Africa shall have the right:

(a) To appropriate, remove and use in the construction of any works contemplated in this agreement, free of charge, any materials lying convenient to the works on land the property of the Government of the Republic of Portugal; and

(b) Of access through its servants to the sites of the works contemplated in this agreement for construction, maintenance and operation purposes and in connection therewith, to do all that is necessary and incidental to such construction, maintenance and operation, including the erection of a permanent dwelling between the River and the Canal for a caretaker of the diversion works at the Rua Cana Falls.

15. All temporary dwellings, buildings and labour camps that it may be necessary to erect during the construction will be handed over to the Government of the Republic of Portugal after the completion of the works.

In order that no artificial swamps may be caused, the holes, trenches or excavations shall, upon the completion of the works, be filled up.

16. It is recognised and expressly declared that, notwithstanding the rights granted under this Agreement, the Government of the Republic of Portugal retains its sovereignty over the areas affected by the aforesaid works.

17. It is further recognised and expressly declared that notwithstanding the rights granted under this Agreement, the design, construction, maintenance and operation of the works contemplated in this Agreement shall be subject to the laws obtaining in the Province of Angola.

18. No hydraulic works on the Kunene or Okavango (Cubango) Rivers, except those at the Rua Cana Falls, may, where these rivers form the boundary between the Mandated Territory and Angola, be constructed by the Government of the Union of South Africa or by that of the Republic of Portugal without the previous consent of the other Government having been obtained.

19. All disputes between the Parties arising out of this Agreement shall be settled by arbitration.

. . .

### Portugal—United Kingdom

30. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT<sup>1</sup> BETWEEN HIS MAJESTY'S GOVERNMENT IN THE UNITED KINGDOM AND THE PORTUGUESE GOVERNMENT REGARDING THE BOUNDARY BETWEEN TANGANYIKA TERRITORY AND MOZAMBIQUE. LISBON, MAY 11, 1936<sup>2</sup>

<sup>1</sup> Came into force on 1st February 1938 in accordance with sub-paragraph (7) of the Notes. The Agreement was approved by the Council of the League of Nations and thereafter came into force on the date agreed upon between the two Governments by the Exchange of Notes of 28th December 1937.

<sup>2</sup> Great Britain, *Parliament Sessional Papers, 1937-1938, Treaty Series No. 14 (1938)*.

No. 1

*Sir C. Wingfield to Dr. A. Monteiro*

BRITISH EMBASSY

Lisbon, May 11, 1936

Monsieur le Ministre,

In accordance with instructions from His Majesty's Principal Secretary of State for Foreign Affairs, I have the honour to inform your Excellency that, with the view of clarifying the existing position as regards sovereignty over islands situated in the River Rovuma, and of defining more clearly the boundary between the Tanganyika Territory and Mozambique as laid down in paragraph 2 of the preamble to the Mandate for East Africa, His Majesty's Government in the United Kingdom of Great Britain and Northern Ireland are willing, subject to the approval of the Council of the League of Nations, to conclude with the Government of the Portuguese Republic an agreement in the following terms: . . .

(5) In order to supply their needs the inhabitants of both banks shall have the right over the whole breadth of the river to draw water, to fish and to remove saliferous sand for the purpose of extracting salt therefrom.

(6) The local authorities shall conclude whatever agreements may be necessary in order that the inhabitants on both banks may be granted such facilities as are possible with regard to hunting, fishing and the collection of salt in the neighbourhood of the river, without prejudice to the existing sovereign rights and in such measure as may, in the circumstances, be permissible without inconvenience to the two Administrations concerned.

. . .

No. 2

*Dr. A. Monteiro to Sir C. Wingfield*MINISTRY FOR FOREIGN AFFAIRS, GENERAL DEPARTMENT OF POLITICAL  
AND ECONOMIC AFFAIRS

Lisbon, May 11, 1936

Your Excellency,

I have the honour to acknowledge receipt of your note of to-day's date regarding the islands situated in the River Rovuma, and to confirm that the Government of the Portuguese Republic and His Majesty's Government in the United Kingdom of Great Britain and Northern Ireland, with a view to defining the boundary between the colony of Mozambique and the Tanganyika Territory, as laid down in paragraph 2 of the preamble to the Mandate for East Africa, and subject to the approval of the Council of the League of Nations, have agreed as follows:

*[See provisions. Note No. 1]*

31. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT<sup>1</sup>  
 BETWEEN HER MAJESTY'S GOVERNMENT IN THE UNITED  
 KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND  
 AND THE PORTUGUESE GOVERNMENT PROVIDING FOR  
 PORTUGUESE PARTICIPATION IN THE SHIRE VALLEY  
 PROJECT. LISBON, 21 JANUARY 1953<sup>2</sup>

## I

*Her Majesty's Ambassador at Lisbon to the Portuguese Minister for Foreign Affairs*

BRITISH EMBASSY

Lisbon, January 21, 1953

Your Excellency,

I have the honour to state that Her Majesty's Government in the United Kingdom have given the most careful attention to the views expressed by the Portuguese representatives when in July 1951 they received the Governor of Nyasaland and were informed by him what his Government and the Government of the United Kingdom proposed to do with a view to regulating the level of the waters of Lake Nyasa and the flow of the River Shiré.

2. In these conversations the Portuguese delegation expressed the hope that the United Kingdom Government, in consequence of the Portuguese proposal and in harmony with the point previously mentioned in the Embassy's Note of June 27, 1951, would be prepared to consider recognising the frontier of Mozambique and Nyasaland in Lake Nyasa as running along the Median Line of its waters. The Portuguese representative stressed that on this condition the Portuguese Government, who would thus acquire a most profound interest in the problems of the Lake, would find themselves prepared to take part in the studies and execution of the technical projects devoted to the regularisation of that Lake and of the River Shiré, it being suggested that their share should in principle be fixed at the proportion of one-third.

3. I now have the honour to inform you that Her Majesty's Government in the United Kingdom are prepared to recognise in principle the Median Line of the waters of Lake Nyasa as the frontier between Mozambique and Nyasaland, it being understood that effect will be given to such recognition in an agreement concluded between the two Governments to define the line of the new frontier and to resolve the problems arising from the demarcation of the frontier in the Lake area. The United Kingdom Government wish to emphasize that this undertaking rests on the assumption that the Portuguese Government will, for their part, assume the responsibility of taking part in the studies and work in progress with the object of controlling and utilising the waters of the Lake and of the River Shiré. As to the method of determining the proportion of Portuguese co-operation in the studies and technical projects and in their execution by the means judged

<sup>1</sup> Came into force on 21 January 1953, by the exchange of the said notes.

<sup>2</sup> United Nations, *Treaty Series*, vol. 175, p. 14.

most convenient by the two Governments, Her Majesty's Government willingly accept the suggestion that the Portuguese share should in principle be fixed at one-third.

4. As the Portuguese Government are aware, Messrs. Sir William Halcrow and Partners have been engaged by the Governments of Nyasaland and the United Kingdom to undertake a preliminary survey of the nature and probable cost of the works entailed. It is estimated that this survey will cost £300,000 (three hundred thousand pounds). Her Majesty's Government have the honour to enquire whether the Portuguese Government are disposed to accept liability for one-third of the cost of this survey. If they are, the reports so far made by the surveyors and all subsequent reports will be made available to the Portuguese Government.

5. If, in the view of the Governments concerned, the results of this survey are such as to make it seem advantageous to proceed with the scheme, Her Majesty's Government are of opinion that a joint corporation should thereafter be established which would be responsible for (a) the construction of the dam and the stabilisation of the lake and river and (b) the production of hydro-electric energy.

6. The establishment of such a joint corporation, its constitution and articles of association, would necessarily be a matter for negotiation at a later stage. Nevertheless, Her Majesty's Government feel that it may be helpful to the Portuguese Government if they indicate forthwith, in broad outline, the main principles upon which, as at present advised, they contemplate that the corporation might rest. Those principles are:

(i) That the corporation should be established in the Nyasaland Protectorate, its Government holding the majority of the shares.

(ii) That the corporation should be concerned not with the distribution of power, but only with its production and sale, in bulk at the power station, to the Portuguese and Nyasaland Electricity Authorities. The capacity available to the Portuguese Government would then pass to their frontier by the transmission lines of the Nyasaland Electricity Authority, who would levy an agreed charge for this service, and the subsequent distribution of power within the Portuguese East Africa border would be the concern of the Portuguese Electricity Authority. In the same way, the Nyasaland Electricity Authority would be solely responsible for distribution of its share of the capacity within the Protectorate.

(iii) That the size of the Portuguese Government share-holding should be determined according to the basis of the contribution to be negotiated.

7. As for the secondary aspects of the scheme, such as the reclamation of lands in the Lower Shiré area and irrigation works, these, it is suggested, always of course with due regard for the scheme as a whole, should be undertaken by the Governments of each territory in accordance with their own requirements and at their own expense.

8. Her Majesty's Government agree to enter into negotiations with the Portuguese Government in respect of the agreements outlined above, and would ask whether the Portuguese Government are disposed to accept forthwith the liability for one-third of the cost of the preliminary survey of the lake which is now in progress.

9. If the Portuguese Government are disposed to accept the arrangements set out above, I have the honour to suggest that your Excellency's

affirmative reply, together with this Note, should constitute the preliminary accord in the matter between our two Governments.

. . . .

## II

*The Portuguese Minister for Foreign Affairs to Her Majesty's Ambassador at Lisbon*

Lisbon, January 21, 1953

Your Excellency,

I have the honour to acknowledge the reception of your Excellency's Note of to-day's date, of which the text is as follows:—

[*See Note I*]

10. The Portuguese Government is in agreement with the proposals contained in the above Note and considers the document and the present reply as constituting the preliminary accord between the Portuguese Government and Her Majesty's Government in the United Kingdom.

. . . .

32. AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND (ACTING ON THEIR BEHALF AND ON BEHALF OF THE GOVERNMENT OF THE FEDERATION OF RHODESIA AND NYASALAND) AND THE GOVERNMENT OF PORTUGAL REGARDING THE NYASALAND-MOZAMBIQUE FRONTIER. SIGNED AT LISBON, ON 18 NOVEMBER 1954<sup>2</sup>

. . . .

### *Article 1*

1. In execution of the preliminary agreement concluded between the Government of the United Kingdom and the Portuguese Government by an Exchange of Notes dated the 21st January, 1953, the frontier on Lake Nyasa shall run due west from the point where the frontier of Mozambique and Tanganyika meets the shore of the Lake to the median line of the waters of the same Lake and shall then follow the median line to its point of intersection with the geographical parallel of Beacon 17 as described in the Exchange of Notes of the 6th of May, 1920, which shall constitute the southern frontier.

2. The Government of the United Kingdom shall retain sovereignty over the islands of Chisamulo and Likoma, together with the exercise of

<sup>1</sup> Came into force on 26 October 1955, upon the exchange of the instruments of ratification at London, in accordance with article 6. The provisions of article 5 of the Treaty of the 11th June 1891, and of subsequent instruments which are contrary to the provisions of the preceding articles are hereby abrogated.

<sup>2</sup> United Nations, *Treaty Series*, vol. 325, p. 308.

all rights flowing from such sovereignty, including full, unrestricted and unconditional rights of access. The Government of the United Kingdom shall also retain sovereignty over a belt of water two sea miles in width surrounding each of these islands, except that where the distance between Likoma and the mainland is less than 4 miles the waters shall be equally divided between the two Governments. These belts of water shall be drawn as shown in the map annexed to the present Agreement.

3. The inhabitants of Nyasaland and the inhabitants of Mozambique shall have the right to use all the waters of Lake Nyasa for fishing and other legitimate purposes, provided that the methods of fishing which may be employed shall be only those which are agreed upon by the Government of Nyasaland and the Government of Mozambique. This provision shall not, however, prevent the said Governments from agreeing that different methods of fishing may be employed in the waters of one Party from those which may be employed in the waters of the other Party. There shall be no discrimination as between the inhabitants of Nyasaland and the inhabitants of Mozambique under the regulations made by the said Governments for this purpose.

In the event of a fishing concession being granted by either Party the area of the concession shall be confined to the waters of that Party.

33. AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND (ON THEIR OWN BEHALF AND ON BEHALF OF THE GOVERNMENT OF THE FEDERATION OF RHODESIA AND NYASALAND) AND THE GOVERNMENT OF PORTUGAL WITH REGARD TO CERTAIN ANGOLAN AND NORTHERN RHODESIAN NATIVES LIVING ON THE KWANDO RIVER. SIGNED AT LISBON, ON 18 NOVEMBER 1954<sup>2</sup>

Having determined to conclude this day an agreement for the purpose of settling the principles to be followed in the demarcation of the frontier between Northern Rhodesia and Angola in accordance with the Award concerning the western frontier of the territory of the Barotse Kingdom given at Rome on the 30th of May, 1905, by His Majesty the King of Italy, and

Desiring at the same time to make arrangements so as to permit the temporary residence of certain tribes of the Barotse Kingdom in Angola and of certain natives of Angola in Northern Rhodesia and to grant the facilities desirable for this purpose,

Have agreed as follows:

*Article 1*

The natives of authorised Barotse villages (as defined in this Article) shall be accorded the following facilities in Portuguese territory:

<sup>1</sup> Came into force on 18 November 1954, as from the date of signature, in accordance with article 5.

<sup>2</sup> United Nations, *Treaty Series*, vol. 210, p. 280.

1. The natives of villages in the Barotse Kingdom of Northern Rhodesia situated in the Senanga and Sesheke districts between the Zambesi and the Kwando rivers shall always be permitted to camp in temporary settlements on the left bank of the Kwando river in Portuguese territory during every dry season for as long as adequate water is unobtainable within the Northern Rhodesia border. It is understood that the dry season normally extends from July to December, the months corresponding respectively to the last rains of one year and the first of the following year. The District Commissioners of the Senanga and Sesheke Districts shall before July in every year communicate to the officials to be designated for the purpose by the Portuguese Government a list of the villages whose inhabitants wish to camp on the Kwando with an indication of the approximate number of natives who will move into Portuguese territory, and of the heads of cattle which will accompany them. This permission only extends to the natives of the villages which have been included in the list for the year.

2. The natives of authorised Barotse villages, while camping in accordance with sub-paragraph 1 above, will be allowed—

(a) To fish, not more than is necessary for their own consumption during the season, it being understood that they may not employ for this purpose methods which alter the banks or the course of the water,

. . .

(d) To have access to water for themselves and their cattle.

. . .

#### *Article 2*

The natives of authorised Angolan villages (as defined in this Article) shall be accorded the following facilities in Northern Rhodesia:—

1. The natives of Angola living in villages on the left bank of the Kwando river shall always be permitted to camp in temporary settlements in Northern Rhodesian territory within 4 miles of the boundary, during every wet season for so long as the plain of Kwando is flooded. It is understood that the wet season normally extends from December to June. The local authorities of Angola shall provide every year before the month of December to an official to be designated for this purpose by the Government of the Federation of Rhodesia and Nyasaland, lists of the villages whose people desire to camp in Northern Rhodesian territory during the rainy season. The Angolan authorities competent to draw up and transmit the lists referred to above shall be indicated by the Portuguese Government in communications to be made to the British Government, the first of which shall take place at the time of signature of the present Agreement. Other communications shall be made when these are necessitated by reason of the alteration of the names of the positions held or of the areas superintended, by the above authorities.

. . .

#### *Article 3*

(a) Upon the request in writing by one Contracting Government to the other, any difference or dispute about the interpretation or application of the

present Agreement shall be referred to two arbitrators, one to be appointed by each Contracting Government within one month after the date of receipt of any such request.

(b) The two arbitrators shall give their decision within four months of the date on which they are appointed. If they cannot agree on a decision regarding the settlement of the difference or dispute within that time-limit, they shall refer the difference or dispute to a third arbitrator appointed by them, who shall himself decide it within four months from the date on which he is appointed. If the two arbitrators are unable to agree on the appointment of the third arbitrator, he shall be appointed by a third Power designated by the Contracting Governments.

(c) The decision of the two arbitrators or the third arbitrator, if appointed, shall be final and binding on the Contracting Governments.

### Sudan — United Arab Republic

#### 34. AGREEMENT<sup>1</sup> BETWEEN THE UNITED ARAB REPUBLIC AND THE REPUBLIC OF SUDAN FOR THE FULL UTILIZATION OF THE NILE WATERS, SIGNED AT CAIRO, NOVEMBER 8, 1959<sup>2</sup> AND PROTOCOL<sup>3</sup> CONCERNING THE ESTABLISHMENT OF THE PERMANENT JOINT TECHNICAL COMMITTEE. SIGNED AT CAIRO, JANUARY 17, 1960<sup>4</sup>

Whereas the full utilization of the Nile waters for the benefit of the United Arab Republic and the Republic of Sudan requires the implementation of projects for the full control of the river and the increase of its water supply and the planning of new Working Arrangements on lines different from those followed under present conditions;

Whereas for the establishment and working of such projects complete agreement and full co-operation between the two Republics is necessary in order to make the best use of the available water in such a manner as to guarantee both their present and future requirements;

Whereas the Nile Waters Agreement concluded in 1929 has only regulated a partial use of the natural river and did not cover the future conditions of a fully controlled river supply, the two Republics have agreed to the following:

##### *I.—The present established rights*

1. The quantities of water actually used by the United Arab Republic until the date of signing this Agreement constitute their established right prior to the benefits accruing to them through the implementation of the

<sup>1</sup> Came into force on 22 November 1959.

<sup>2</sup> *Revue Egyptienne de Droit International*, vol. 15, 1959, p. 321. (Translation prepared by the Ministry of Foreign Affairs of the United Arab Republic and subject to approval of the Sudanese Government.)

<sup>3</sup> Came into force on 17 January 1960, the date of signature, in accordance with article III.

<sup>4</sup> *Revue Egyptienne de Droit International*, *ibid.*, p. 328.



control works referred to in this agreement. This established right amounts to 48 milliards of cubic metres per year measured at Aswan.

2. The quantities of water used at present by the Republic of the Sudan constitute their established right prior to the benefits accruing to them through the implementation of the afore mentioned control works. This established right amounts to 4 milliards of cubic metres per year as at Aswan.

II.—*Nile control works and the sharing of their benefits between the two Republics*

1. In order to make use of the full natural river supply and stop the flow of any excess to the sea the two Republics agree to the construction by the U.A.R. of the Sudd el Aali Reservoir at Aswan as the first of a series of over-year storage schemes on the Nile.

2. In order to enable the Republic of Sudan to exploit their share, the two Republics agree to the construction by the Sudan Republic of the Roseires Reservoir on the Blue Nile and any other works deemed necessary by the Sudan for the same purpose.

3. The net benefit from the Sudd el Aali Reservoir shall be calculated on the basis of the mean natural river supply at Aswan in the past years of this century and which amounts to 84 milliards of cubic metres per year. The established rights of the two Republics referred to in Article I as well as the mean value of the over-years storage yearly losses in the Sudd el Aali Reservoir shall be deducted from the above mentioned mean natural river in order to obtain the net yearly benefit to be shared by the two Republics.

4. The net benefit from the Sudd el Aali Reservoir referred to in the previous paragraph shall be allotted between the two Republics at the ratio of 14.5 for Sudan to 7.5 for the United Arab Republic as long as the mean natural river supply remains within the limiting value mentioned in the previous paragraph. This means that as long as the computed mean natural river supply is equal to 84 milliards of cubic metres per year and the mean value of the over-year storage losses remain equal to its present estimated value of 10 milliards of cubic metres per year then the net benefit from the Sudd el Aali Reservoir is 22 milliards of cubic metres of which 14.5 milliards shall be allotted to the Republic of Sudan and 7.5 milliards to the United Arab Republic. By adding these benefits to the respective established rights, the total shares in the net mean natural supply after the working of the complete Sudd el Aali Reservoir shall be 18.5 milliards per year for the Republic of Sudan and 55.5 milliards per year for the United Arab Republic.

If the mean natural river exceeds 84 milliards per year then the resulting increase in the net benefit due to the increase in the mean natural river shall be equally divided between the two Republics.

5. As the net benefit from the Sudd el Aali Reservoir referred to in paragraph (3) article II is calculated by deducting the established rights and the mean over-year storage yearly losses, from the mean natural river supply of the past years of the present century, it is recognized that this net benefit shall be subject to revision by both parties at reasonable intervals to be agreed upon as from the date of the operation of the complete Sudd el Aali Reservoir.

6. The Government of the United Arab Republic agree to the payment of fifteen million Egyptian pounds to the Government of the Republic

of Sudan as full compensation for the damages to present Sudanese property resulting from the storage of water in the Sudd el Aali Reservoir to a level of 182.00 metres (Survey). Such payment shall be affected as agreed upon by both parties in the Annex attached thereto.

7. The Government of the Republic of Sudan undertake to take steps to transfer the population round Halfa as well as all other Sudanese inhabitants — whose properties will be affected by the maximum storage in the Sudd el Aali Reservoir — prior to July 1963.

8. It is recognized that after the working of the complete Sudd el Aali Reservoir for over-year storage, the United Arab Republic will not require the use of Gebel Aulia Reservoir for storage. The two contracting parties shall examine all matters related to such renunciation in due time.

### III.—*Projects for the exploitation of waters lost in the Upper Nile Basin*

In view of the fact that quantities of the Nile Basin waters are wasted in the swamps of Bahr el Gebel, Bahr el Zeraf, Bahr el Ghazal, River Sobat, and the conservation of these waters for increasing the present natural river supply is most vital for the future agricultural developments, the United Arab Republic and the Republic of Sudan agree to the following:

1. In agreement with the United Arab Republic, the Republic of Sudan shall carry out projects for increasing the River Nile water supply by the prevention of excess losses in the swamps of Bahr el Gebel, Bahr el Zeraf, Bahr el Ghazal and its branches, River Sobat and its branches and the White Nile.

The water benefit from such projects as well as the total costs of construction shall be shared equally by the two Republics.

The Republic of the Sudan shall defray the costs of the above mentioned projects and shall be reimbursed by the United Arab Republic on the basis of half the profits designated in these projects.

2. In case the United Arab Republic need more water to cope with their progress in the agricultural expansion programme and therefore find it necessary to take the necessary steps to carry out one of the above mentioned schemes at a time when the need of the Republic of Sudan might not have arisen, the United Arab Republic will notify the Republic of Sudan of the date on which the former intend to start the execution and in the course of two years from the date of such notification each of the two Republics shall submit their programme of expansion and the dates and quantities of their water requirements from the benefit of the scheme. Any such programme shall be binding to both parties. At the expiration of the two years, the United Arab Republic shall start the execution of the project at their own expense. When the Republic of the Sudan are ready to make use of their share according to the agreed programme they shall then reimburse to the United Arab Republic their share in the cost in the same proportion to the total cost as their share in the benefit is to the total actual benefit of the scheme. The final share of either party shall not exceed 50% of the total benefit.

### IV.—*Technical Co-operation between the two Republics*

1. To insure technical co-operation between the two Republics to carry out the necessary study and research in connection with projects for the Nile Control and the increase of its supply and for the continuation of

Hydrological survey work of the River in its upper reaches, the two Republics agree to constitute a Permanent Joint Technical Committee composed of an equal number of members from both Republics. This Committee shall be formed after signing this agreement and shall have the following terms of reference:

(a) To draw the main lines of schemes aiming at the increase of the River supply and to supervise and direct the research work and investigations and collection of data necessary for the preparation of project reports to be submitted to both Governments for approval.

(b) To supervise the execution of the approved projects.

(c) To draw up the working arrangements for works implemented in the Republic of Sudan as well as for works implemented in territories outside the Sudan by agreement with their concerned authorities.

(d) To supervise the application of all aforesaid working arrangements in article (c) by means of engineers appointed for this purpose and selected from officials from the two Republics in connection with works in the Sudan and also the Sudd el Aali and Aswan Reservoir and, according to agreements with other governments, in connection with works outside the Sudan.

(e) In view of the possibility of the occurrence of a series of years of low river supply causing a continuous drop in the Sudd el Aali Reservoir levels to the stage that will not enable both Republics to draw their normal quota in any year, the Committee shall put up the necessary arrangements to be followed by both parties to face the shortage of supply in such low years in a manner that will not cause any damage to either party and shall submit their proposals for approval by both Republics.

2. To enable the Committee to carry out duties referred to in paragraph 1 above and to insure the continuation of the observation of gauges and discharges of the River in all its upper reaches, these duties shall be carried out under the supervision of the Committee within the technical field by the engineers of the Republic of Sudan and the staff of the United Arab Republic in the Sudan, and in Uganda.

3. The two Republics shall issue a joint order covering the formation of the Permanent Joint Technical Committee, the names of its members, and the necessary budget to be provided from the funds of both Republics.

The Committee shall meet either in Cairo or in Khartoum according to circumstances and shall establish its own rules of procedure subject to the approval of the two Governments and which shall include the necessary regulations in connection with meetings, technical, administrative and financial activities.

#### V.—*General Provisions*

1. In case any question connected with Nile waters needs negotiations with the governments of any riparian territories outside the Republic of Sudan and the United Arab Republic, the two Republics shall agree beforehand on a unified view in accordance with the investigations of the problem by the Committee. This unified view shall then form the basis of instructions to be followed by the Committee in the negotiations with the governments concerned.

Should such negotiations result in an agreement to construct works on the Nile in territories outside the two Republics, the Permanent Joint Committee shall then assume the responsibility to contact the concerned authorities in

those territories in order to lay down all the technical details in connection with the execution as well as the Working Arrangements and maintenance of the works in question. After agreement on these points with the governments concerned the Committee shall supervise the execution of the technical provisions of such agreements.

2. Since other riparian countries on the Nile besides the Republic of Sudan and the United Arab Republic claim a share in the Nile waters, both Republics agree to study together these claims and adopt a unified view thereon. If such studies result in the possibility of allotting an amount of the Nile water to one or the other of these territories, then the value of this amount as at Aswan shall be deducted in equal shares from the share of each of the two Republics.

The Permanent Joint Technical Committee shall make arrangements with the concerned authorities in other territories in connection with the control and checking of the agreed amounts of Nile water consumption.

VI.—*Transition period before the working of the complete Sudd el Aali*

Whereas both Republics shall benefit from their respective shares in the net benefit of the Sudd el Aali Reservoir only when the latter shall be complete and shall yield its benefit, both parties shall agree on their interim programme of expansion in the transition period — from now until the working of the complete Sudd el Aali — in a manner that shall not affect their present water requirements.

VIII. — Annexure 1 as well as Annexures 2 (A) and 2 (B) attached hereto shall be considered as an integral part of this agreement.

ANNEXURE I

*Text Concerning the water loan requested by the United Arab Republic*

The Republic of Sudan agree in principle to grant the United Arab Republic a water loan from the Sudanese share in the Sudd el Aali benefit in order to enable the latter Republic to meet the requirements of the agricultural expansion programme.

The United Arab Republic shall request such loan after the revision of the expansion programme in the course of five years from the date of signing this Agreement. If such a revision show that the United Arab Republic still need the loan, the Republic of Sudan shall grant the United Arab Republic a loan not exceeding one and a half milliards of cubic metres from their share provided that the use of such share shall cease in November 1977.

ANNEXURE II (A)

To the Chairman  
of the Delegation of the  
Republic of Sudan

With reference to Article II, paragraph 6, of the Agreement signed on to-day's date, concerning the full utilization of the River Nile waters,

compensation amounting to £E. 15 millions, shall be paid in pounds sterling or in a third currency to be agreed upon by both parties, calculated at a constant rate of \$2.87156 to each Egyptian pound.

As agreed, the Government of the United Arab Republic shall pay this amount in the following instalments:

£Eg. 3 millions on 1st January 1960				
„ 4	„	„	„	1961
„ 4	„	„	„	1962
„ 4	„	„	„	1963

I shall be very grateful if you would kindly confirm your agreement to the above arrangements.

#### ANNEXURE II (B)

To the Chairman  
of the United Arab Republic Delegation

I have the honour to acknowledge receipt of your letter of to-day's date reading as follows:

[See above]

I have the honour to confirm the Agreement of the Republic of Sudan to the contents of the said letter.

#### PROTOCOL CONCERNING THE ESTABLISHMENT OF THE PERMANENT TECHNICAL COMMITTEE

In confirmation of the complete and continuous cooperation aimed at by the Agreement for the Complete Utilization of the Nile Waters between the United Arab Republic and the Republic of the Sudan, signed on November 8, 1959;

and in implementation of Article 4 of said agreement which provides that a technical permanent committee be set up composed of an equal number of members from each of the United Arab Republic and the Republic of the Sudan;

the two Contracting Parties have agreed upon the following articles:

*Article I.* The Permanent Technical Committee shall be composed of the following:

(a) *On the part of the United Arab Republic:*

*Chairman:* Eng. Mohamed Khalil Ibrahim, Assistant Under-secretary of State, Ministry of Public Works;

*Members:* Eng. Abdel Azim Ismail, Technical Expert, Ministry of Public Works; Dr. Eng. Mohamed Amin, Technical Advisor, Ministry of Public Works; Eng. Tewfik Mohamed Khalifa, Irrigation Inspector General at Khartoum;

(b) *On the part of the Republic of the Sudan:*

*Chairman:* Mahmoud Mohamed Gadeen, Director, Ministry of Irrigation;

*Deputy Chairman:* Mohamed el-Rasheed Sayed Ahmed, Deputy Advisor for Irrigation;

*Members:* Zaghiron el-Zein, Deputy Director for Irrigation; Yehia Abdel Meguid, Engineer-in-Chief, Water Research.

*Article II.* If, in future, circumstances should require the bringing about of any alteration to the Joint Committee's composition, such an alteration shall be effected pursuant to letters exchanged between the Ministers of Foreign Affairs of the United Arab Republic and the Republic of the Sudan upon the proposal of the appropriate authorities of both countries.

*Article III.* The present protocol shall be considered supplementing the Agreement for the Complete Utilization of the Nile Waters signed on November 8, 1959, and shall have effect as of the date of its signing.

### III. TREATIES RELATING TO AMERICAN RIVERS

### III. TRAITÉS SE RAPPORTANT AUX FLEUVES AMÉRICAINS

#### Argentina—Paraguay

35. SUPPLEMENTARY BOUNDARY TREATY<sup>1</sup> BETWEEN ARGENTINA AND PARAGUAY, SIGNED AT BUENOS AIRES, JULY 5, 1939<sup>2</sup>

. . . .

*Article 6.* As soon as this treaty is ratified, both governments shall proceed to appoint a technical commission composed of Paraguayans and Argentines to study and draw up the plan of works necessary to regulate the proportional distribution of the flow of the river Pilcomayo into its two branches on the north and on the south of the frontier line.

36. SUPPLEMENTARY BOUNDARY TREATY<sup>3</sup> BETWEEN THE ARGENTINE REPUBLIC AND THE REPUBLIC OF PARAGUAY ON THE RIVER PILCOMAYO AND PROTOCOL<sup>3</sup> ANNEXED TO THE TREATY, SIGNED AT BUENOS AIRES ON 1 JUNE 1945<sup>4</sup>

The Governments of the Argentine Republic and the Republic of Paraguay, being desirous of reaching a permanent settlement of the question of the boundaries pending between the two countries at the Pilcomayo River, in the region lying between the points known as "Horqueta" and "Salto Palmar" referred to in the Supplementary Boundary Treaty

<sup>1</sup> The exchange of ratifications took place at Buenos Aires on 10 November 1939.

<sup>2</sup> *British and Foreign State Papers*, vol. 143, p. 340.

<sup>3</sup> Entered into force on 16 August 1945.

<sup>4</sup> Ministry of Foreign Affairs and Public Worship of the Argentine Republic, *Instrumentos internacionales de carácter bilateral suscritos por la República Argentina* (up to 30 June 1948), 1950, vol. II, p. 1181.