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Argentina

Mueble 7
Ciudad 32

REPÚBLICA ARGENTINA

Ministerio de Relaciones Exteriores y Culto

GUERRA EUROPEA

Expediente 54 **Año** 1942

PRESENTACION DE LA Cia. ARGENTINA
DE NAVEGACION DE ULTRAMAR POR SU
INCLUSION EN LA LISTA NEGRA.-

EXPEDIENTE N° 326
CARPETA N° 54

Fórm. 64 KRAFT

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FORM. 149

FOLIO	FECHA	N.°	PROCEDENCIA	OBJETO

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Guerra 326 - exp. 54

1.035,902 B

DOS PESOS 2 PESOS

Buenos-Aires, Diciembre 30 de 1942

A S.E. el Señor Ministro de Relaciones Exteriores y Culto, Doctor Enrique Ruiz Guiñazú.

Presente.

En mi caracter de Presidente del Directorio de la Compañía Argentina de Navegación de Ultramar, tengo el honor de dirigirme al Señor Ministro, exponiendo respetuosamente lo siguiente:

Que como es de conocimiento de este Ministerio, el buque "Trópicus", de bandera argentina, de propiedad de nuestra Compañía, que se encontraba anclado en "Los Angeles", fué requisado el 27 de Julio del corriente año, por los Estados Unidos de Norte-América, por razones urgentes de guerra, y con fecha 12 de Agosto último, la República de Panamá, respondiendo a gestiones de los Estados Unidos, resolvió incautarse y expropiar el barco "Omega", de bandera panameña, tambien de nuestra Compañía, que se encontraba en Lisboa. Por ese decreto, se faculta a este último país, a comprar ese buque, mediante el precio que se fije privadamente entre los Estados Unidos y la Compañía propietaria. No habiendo acuerdo, el precio se determinaría por peritos.

En presencia de estos actos de Gobierno, que tan fundamentalmente afectaban los intereses de nuestra Compañía, nuestra conducta ha sido altamente comprensiva de las necesidades invocadas como fundamento de los mismos, y de las finali-

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dades a que ellos respondían.

Es por ello que hemos dado sin vacilaciones,prontamente, y con la mejor buena voluntad,todas las conformidades que - nos fueron requeridas por intermedio de este Ministerio,para el cese de bandera,para la cancelación del Registro del "Trópicus",y para la transferencia de este barco,de acuerdo con las indicaciones que a ese efecto formulara la Comisión Marítima de los Estados Unidos,de todo lo cual existe constancia en el expediente respectivo,que ha tramitado por esta Cancillería.

Es así como estos dos barcos,"Trópicus" y "Omega",se utilizan desde hace tiempo,por el Gobierno de los Estados Unidos,sin que nuestra Compañía haya planteado todavía,una reclamación formal sobre el pago de las justas compensaciones que se le ofrecieron por el decreto de requisición del "Trópicus",o tendientes a la fijación del precio del "Omega",de acuerdo con el decreto de expropiación dictado por el Gobierno de Panamá.

No obstante esta conducta,después de que nuestra Compañía hizo todo lo que de ella podía depender,para facilitar la transferencia de esos dos barcos,el Departamento de Estado Norteamericano,procediendo con evidente injusticia,en base posiblemente de informes equivocados,ha puesto el nombre de la misma,en la lista negra.

Esta eventualidad nos coloca en la curiosa situación

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1.035,903 B

DOS PESOS 2 PESOS

de un acreedor,que se encuentra en la imposibilidad de realizar gestiones ante su deudor,para que le pague lo que le adeuda.

Nos hemos presentado ante la Embajada Norte-Americana,reclamando de esa medida y solicitando,por su intermedio,de quién corresponda,se deje sin efecto.

Acompaño una copia de esa presentación y de los documentos adjuntos a la misma,para conocimiento de este Ministerio.

Como nuestra Embajada en los Estados-Unidos,ha estado al corriente y ha intervenido en todas las negociaciones que se han realizado con respecto de los tres barcos de nuestra Compañía,el último de los cuales ha sido vendido a la Flota Mercante del Estado,consideramos tambien indispensable,que conozca nuestra presentación y los documentos que la informan,para que pueda suministrar cualesquiera información que pudiera serle requerida,e influir en el sentido de una favorable solución.

A esos efectos,solicito el envío por avión,a nuestra Embajada en Washington,de la documentación acompañada.

Con este motivo,me es grato saludar a V.E.con mi consideración más distinguida.

COMPAÑIA ARGENTINA DE NAVEGACIÓN DE ULTRAMAR SOC. ANÓN.

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DONOVAN, LEISURE, NEWTON & LUMBARD
ATTORNEYS & COUNSELORS AT LAW
2 WALL STREET

CABLE ADDRESS: DONLARD, NEW YORK

BOWEN BUILDING
WASHINGTON, D. C.

HENRY HERRICK BOND
COUNSEL

WILLIAM J. DONOVAN
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CARL ELBRIDGE NEWTON
J. EDWARD LUMBARD, JR.
RALSTONE R. IRVINE
THOMAS J. Mc FADDEN
OTTO C. DOERING, JR.
DAVID TEITELBAUM
FRANCIS A. BRICK, JR.
GRANVILLE WHITTLESEY, JR.
CARBERY O'SHEA

NEW YORK May 19, 1941

Mr. Alexandre Vlasov
Waldorf Astoria Hotel, Apt. 36 G
New York, N. Y.

Dear Mr. Vlasov:

I am enclosing herewith a copy of the memorandum which I prepared for Colonel Donovan and which you reviewed at my office this morning.

Very truly yours,

F. A. Brick Jr.

Enclosure

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May 19, 1941.

MEMORANDUM TO COLONEL DONOVAN

FROM: MR. BRICK

RE: RESUME of Negotiations between Ministry of Shipping and Mr. Vlasov, concerning the Disposition of Ships controlled by Vlasov.

Vlasov is a native of Russia. He is an engineer, with a degree from The Polytechnic Institute of Peter the Great, St.Petersburg, Russia. He escaped from Russia to Roumania in 1919 and became a Roumanian citizen. He operated a coal business over most of Europe and in connection with this business developed a shipping business. From time to time he organized corporations in Roumania, Greece, Italy and England. All of these companies were founded a few years before the present war, and all of them owned ships. Three of these ships were built in England in 1938 when England was promoting a construction campaign for employment and other purposes. They cost Vlasov about £500,000, which he transferred to London from his personal accounts on the continent. Through these various companies Vlasov controlled and operated about 100,000 tons of shipping at the beginning of the war.

Of 11 ships in which Vlasov had an interest at the outbreak of the war the following are presently at the disposal of the Ministry of Shipping:

SS. Lodeston	-	(English Flag)
SS. Jamestown	-	" "
SS. Starston	-	" "
Nadin	-	(Greek ")
Mimosa	-	" "

The SS. Boris is on the Pacific Coast under charter to Mitsui Company for a voyage to Japan. This ship is under the control of the Greek Shipping Committee at London and may be requisitioned by the English if it completes its voyage. Vlasov had an interest in two Italian ships; one, the SS. Castel Bianco, is laid up in the River Plate, in the Argentine. No information is available concerning the political status of this ship. The other, Castel Verde, was seized by the Italian Government.

In September 1940 Vlasov was residing in Switzerland. At that time the Ministry of Shipping demanded that he grant charters for the SS. Siretul, SS. Oltul and SS. Prahova, each of which flew the Roumanian flag.

Vlasov was told that if he did not comply with this demand and submit an undertaking to refrain from any activities prejudicial to British interests, supported by a substantial money bond, the English authorities would refuse to grant warrants for his ships, would seize them and also all of the assets of Navigation Coal Trade Co.,Ltd.,most of the stock of which was and is still owned by Vlasov. (At the same time the Ministry demanded charters for three Greek ships which Vlasov controlled. He complied with this part of the demand by making suitable arrangements with the Greek Shipping Committee in London.) Vlasov discussed the demand concerning the steamships Siretul, Oltul and Prahova with the British Legation in Switzerland. In the course of the negotiations the Ministry agreed not to apply the Trading with the Enemy Act

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of England with respect to Vlasov's property in England if he granted charters for the last mentioned three ships. The Roumanian Government would not permit Vlasov to transfer his ships to the Ministry while they were under the Roumanian flag. In contemplation of arriving at a satisfactory arrangement with the Ministry of Shipping, Vlasov caused the three ships to be purchased by Dolphin Company, Inc., a Panama corporation, and their registry to be changed from Roumanian to Panamanian. In January 1941 Vlasov left Switzerland and went to Lisbon, Portugal, where he completed the arrangements and details concerning the transfer of these ships to the Panamanian flag. The name of SS. Oltul was changed to SS. Esmeralda, SS. Siretul was changed to SS. Omega and SS. Prahova was changed to SS. Tropicus. During the latter part of February Vlasov went to Cuba where the principal office of the Dolphin Company, Inc. is located. He arrived in the United States in the middle of March.

Shortly after his arrival in the United States the British Consulate at New York delivered a draft of an agreement to Vlasov. The Consulate subsequently amended the original proposal, making it somewhat stiffer, and during the first part of May, delivered it to Vlasov in the form of the proposed agreement which is annexed hereto, marked "A". In reply to this proposal Vlasov, through our office, presented his letter of May 3, 1941, which is also attached hereto, marked "B". The British Consulate took up the subject of Mr. Vlasov's letter with the Ministry of Shipping at London and subsequently informed Vlasov that the Ministry was willing to be reasonable with respect to the sale of his ships but would make no commitments concerning their sale until after he granted charters for each of them to the Ministry. On May 14, 1941, we informed the British Consulate at New York that its proposal was not satisfactory to Vlasov but that he was willing to grant a charter to the Ministry for the largest of the three ships, the SS. Esmeralda, if it would be possible for him to sell the other two ships to parties agreeable to the Ministry of Shipping. This was confirmed by letter from us to the British Consulate, dated May 15, 1941, a copy of which is attached hereto, marked "C". Vlasov's proposal is now being considered by the British Consulate in New York and the Ministry of Shipping in London. On May 16, 1941, Vlasov cabled his representatives in London for the purpose of informing them of his position so that they might know what he was doing and be able to discuss the matter with the Ministry of Shipping. A copy of this cable is attached marked "D".

None of these ships has been in use for the past eight months although they have been maintained with crew and kept in good condition. SS. Esmeralda is at Pernambuco, SS. Omega is at Lisbon, and SS. Tropicus is at Los Angeles.

Vlasov has been informed by his brokers that England has approved the purchase by Ireland of four ships and that Ireland is prepared to purchase two of them from Vlasov if she can obtain warrants from England. Ireland's brokers in Dublin are prepared to make a firm offer of over two million dollars payable in New York for these two ships.

If the Ministry of Shipping will grant such warrants, for SS. Omega and SS. Tropicus, Vlasov will grant a charter to the Ministry for the SS. Esmeralda.

As soon as Vlasov is able to dispose of his ships, he will begin the construction of new ships in the United States. However, he requires

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the proceeds from the sale of at least two of them before he can undertake any construction work. His present funds are insufficient for this purpose. Of course, the proceeds from the sale of his ships would be blocked but would be available to him under license for the construction of ships. I have discussed this phase of the situation with officials of the Treasury Department and am confident that he will encounter no difficulty in using these funds in this manner. In laying the groundwork for the construction of ships, Vlasov has engaged the services of Vladimar Yourkevitch who is Vice-President of Charleston Shipbuilding Corporation and who was the naval architect for the SS. Normandie. Yourkevitch was a classmate of Vlasov at the technical school which he attended in St.Petersburg. They are now planning the construction of 30,000 tons of ships and contemplate using designs and methods of construction which are somewhat novel in so far as American shipbuilding is concerned. These methods have been explored to some extent in Europe and have been found satisfactory from the standpoint of the efficiency of the vessels and considerably cheaper from the standpoint of cost by reason of many labor-saving features.By using this method of construction the ships could be built at obsolete yards which are not now in use because the methods Vlasov and Yourkevitch desire to follow do not require the use of the modern type of equipment and machinery which is necessary for the methods currently employed in the United States. Vlasov did not consider constructing ships in the United States until after he arrived here.

F.A.B.

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EXHIBIT "A"

AN AGREEMENT dated the day of 1941 made BETWEEN HIS MAJESTY'S GOVERNMENT in the United Kingdom of Great Britain and Northern Ireland of the one part and
of

(hereinafter called "the shipowner") of the other part

WHEREAS the Shipowner is desirous of entering into an Agreement with His Majesty's Government in manner hereinafter appearing

NOW it is hereby mutually agreed as follows-:

THE Shipowner for and on behalf of himself his executors, Administrators and Assigns hereby agrees-:

a) not to be or become controlled by or have any commercial or other intercourse or financial dealing either directly or indirectly with or employ as Banker or Financial Agent any person firm or corporation who or which is or is deemed to be an enemy of His Britannic Majesty (such enemy for the purpose of this Agreement being deemed to include any State or Sovereign or national of a State at war with His Britannic Majesty or any person or body of persons resident in any country with which His Britannic Majesty may be engaged in hostilities or in any territory subject to the occupation control or protectorate of any such country or any body of persons constituted or incorporated in or under the laws of any such country or territory or any person or body of persons wherever resident controlled by an enemy or enemies or any person or body of persons designated as an enemy or enemies by His Majesty's Government.

b) neither directly nor indirectly to pay or transfer or remit to or for or place at the disposal of or permit to accrue for the benefit of or to be used as security for any credit loan or other form of advance to any enemy as hereinbefore defined any profits assets or other funds (whether as dividends bonus interest repayment of principal or otherwise howsoever) of or under the control of the Shipowner or of any person or body of persons controlled by the Shipowner;

c) whenever called upon by His Britannic Majesty's Consular Officers so to do to furnish them with all such explanations and documentary evidence regarding matters arising directly or indirectly out of this Agreement as they may require;

d) not to permit any person who may either now or at any future time be designated for this purpose by His Majesty's Government nor any agent or nominee of his to be a member of the Board of Directors of the Company or to have any form of control, direct or indirect, over the management of the business of the Shipowner or to be employed by the Shipowner whether as a servant agent intermediary or in any other way whatsoever;

e) neither directly nor indirectly to engage in the dissemination of propaganda favourable to any State Government or country with which His Britannic Majesty may be engaged in hostilities and neither directly nor indirectly to subscribe to any fund or organization for the purpose of disseminating such propaganda nor to tolerate such dissemination by persons or bodies of persons in the employ of the Shipowner or under the Shipowner's control;

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"B"

WALDORF ASTORIA HOTEL
New York, N.Y.

May 3, 1941.

Mr. Leonard Haines Leach, Consul,
Office of British Consulate General,
25 Broadway,
New York, N.Y.

Dear Mr. Leach :

Since arriving in the United States on March 11, 1941, I have given considerable thought to the many questions relating to the request of His Majesty's Government for the chartering of the following ships :

SS OMEGA	(Panamanian)	ex SS Siretul	(Roumanian)
SS ESMERALDA	"	ex SS Oltul	"
SS TROPICUS	"	ex SS Prahova	"

While I was in Switzerland, I was prepared to arrange for the granting of charters for these ships to His Majesty's Government under substantially the same terms as those which were arranged with respect to the chartering by His Majesty's Government of the SS Mimosa and SS Nadin, in which I have been financially interested.

Recently, I decided that I would like to remain in the United States and, if possible, to engage in the business of building ships. In order to do this, and to provide suitable security for my family, it will be necessary for me to convert as much of my property as possible to dollars. As you know, the sums payable under the charters of the last-mentioned two ships are made in England in pounds. Most of these payments are required for the maintenance of the ships. The balance of the sums payable under these charters are available for use only in England. I obtain no funds from these charters for use in the United States and, likewise, I would receive no funds for use here if the SS Omega, SS Esmeralda and SS Tropicus were chartered under similar terms.

My financial interest in ships which are at the disposal of His Majesty's Government, including the SS Jamestown, SS Stareston and SS Lodeston, as well as the SS Mimosa and SS Nadin constitute approximately 65-70% of all my assets. In addition to not having available income from these ships, I lost approximately $ 1.250.000 by reason of the SS Omega, SS Esmeralda and SS Tropicus being idle during the course of His Majesty's Governments negotiations concerning them, which began in the end of September, 1940.

While I remain in complete sympathy with the British cause and desire to cooperate with His Majesty's Government to the utmost, my change in circumstances has brought about requirements for dollars which compels me to prefer to arrange for the sale of the SS Omega, SS Esmeralda and SS Tropicus to His Majesty's Government rather than to arrange for their chartering.

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Mr. Leonard Haines Leach, Consul

By reason of the circumstances which I have outlined will it not be possible for me to enter into an agreement with His Majesty's Government of the character which you enclosed with your letter of April 30, 1941, which will provide for a sale of the SS Omega, SS Esmeralda and SS Tropicus.

Such an agreement would greatly ease my situation and I trust at the same time you may find that such an agreement would adequately serve the purpose of His Majesty's Government.

Pursuant to your request, I am returning herewith the copy of the proposed agreement which you enclosed with your letter of April 30, 1941.

Very truly

Alexandre Vlasov

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COPY

DONOVAN, LEISURE, NEWTON & LUMBARD
2 Wall Street New York, N.Y.

May 15, 1941.

EXHIBIT "C"

Leonard Haines Leach, Esq.,
British Consulate,
25 Broadway,
New York, N.Y.

Dear Mr. Leach:

Confirming our telephone conversation of yesterday afternoon, Mr.Vlasov requested me to inform you that he is unwilling to sign the agreement which was proposed by the Ministry of Shipping and to which reference was made in Mr.Vlasov's letter to you dated May 3rd, 1941. Mr.Vlasov stated to me that he had given the matter very careful consideration and that, while he appreciated the concession of the Ministry of Shipping which would permit him to sell the three ships in question to approved parties after he had granted charters to the Ministry, he, nevertheless, concluded that such an arrangement would make it very difficult for him to obtain purchasers. I told him you had stated to me that his failure to sign the proposed agreement would cause London to take immediate action and this meant that he would be specified as an enemy; that his property in England would be confiscated, and that his ships would be placed on the blacklist.

Confirming also the offer of Mr. Vlasov, which I stated to you yesterday over the telephone, he is willing to arrange for the granting of a charter of the SS "Esmeralda" to the Ministry of Shipping if he can obtain purchasers, which are agreeable to the Ministry of Shipping, for the SS "Tropicus" and SS "Omega". Mr.Vlasov is confident his brokers can obtain such purchasers.

I understand that you will convey Mr.Vlasov's offer to the Ministry of Shipping and that you will advise us of the Ministry's reply.

Very truly yours

(sgd.) F. A. Brick, Jr.

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COPY

Postal Telegraph

EXHIBIT "D"

DEFERRED CABLE MAY 16 1941.

NAVIGATION COAL
22 BILLITER STREET
LONDON ENGLAND

ATTENTION IVANOFF AND MILIDIS BY LETTER OF MAY THIRD I EXPLAINED BRITISH CONSUL NEWYORK I DESIRED TO SELL ESMERALDA TROPICUS AND OMEGA TO MINISTRY OR PARTIES AGREEABLE TO MINISTRY RATHER THAN GIVE CHARTERS TO MINISTRY FOR REASON I DECIDED SINCE ARRIVING HERE I WOULD LIKE TO REMAIN AND BUILD SHIPS FOR WHICH I REQUIRE MORE DOLLARS WAS INFORMED SALE TO SUCH PARTIES WOULD BE AGREEABLE TO MINISTRY BUT THEY DESIRED FIRST TO HAVE CHARTERS BEFORE I SOLD. I CONSIDERED THAT SALE AFTER SHIPS WERE FIXED WOULD BE DIFFICULT AND SUBSTANTIALLY LESS REMUNERATIVE THAN SALE WITH SHIPS UNFIXED FOR THIS REASON I OFFERED THROUGH BRITISH CONSUL TO GRANT CHARTER ESMERALDA IF I COULD OBTAIN PURCHASERS AGREEABLE TO THE MINISTRY FOR TROPICUS AND OMEGA AND WARRANTS. I ANTICIPATE REPLY FROM MINISTRY FEW DAYS EXPLAIN IMMEDIATELY TO MINISTRY PROTRACTED DETENTION IN PORT FOR OVER NINE MONTHS ESMERALDA OMEGA TROPICUS ALSO BORIS WITH FULL CREW COST US NEARLY HALF MILLION DOLLARS AND IN ADDITION NEARLY THREEHUNDRED THOUSAND DOLLARS FOR REPAIRS MIMOSA NADIN OMEGA ALSO THAT I RECEIVE NO AVAILABLE INCOME FROM FIVE SHIPS NOW UNDER MINISTRY CHARTERS SINCE MINISTRY HAS AGREED IN PRINCIPLE I CAN SELL ESMERALDA TROPICUS OMEGA I TRUST THEY WILL WITHDRAW CONDITION THEY MUST FIRST BE UNDER MINISTRY CHARTER. MY CHANGE IN CIRCUMSTANCES GIVES ME NO ALTERNATIVE POSITION

VLASOV

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DONOVAN, LEISURE, NEWTON & LUMBARD

ATTORNEYS & COUNSELORS AT LAW

2 WALL STREET

CABLE ADDRESS: DONLARD, NEW YORK

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WASHINGTON, D. C.

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DAVID TEITELBAUM
FRANCIS A. BRICK, JR.
GRANVILLE WHITTLESEY, JR.
CARBERY O'SHEA

HENRY HERRICK BOND
COUNSEL

NEW YORK September 2, 1941

Mr. Alexandre Vlasov,
Alvear Palace Hotel,
Buenos Aires, Argentina.

My dear Mr. Vlasov:

On August 20th we informed Mr. Leach that you were prepared to sign the general agreement originally proposed by His Majesty's Government with the several modifications which were proposed by us on your behalf and which were accepted by His Majesty's Government.

The agreement was prepared in final form and, pursuant to the authority vested in Mr. Arghiropoulos by you, he, in the presence of Mr. Solovieff and Mr. Martin on August 26, 1941, informed Mr. Leach at the latter's office that he desired to execute the agreement as your agent. A copy of the agreement is enclosed herewith.

Mr. Leach likewise expressed his desire to sign on behalf of His Majesty's Government and stated he was pleased that the long negotiations were finally being concluded.

Mr. Solovieff told Mr. Leach that you were considering changing the flag of the Omega from Panamanian to Argentinian, and that he wished to inform Mr. Leach of the possibility of this change. Mr. Leach stated that he had been aware of the possibility for some time and that if the contract were signed, the flag of the Omega would not be a matter of concern to the British because of the fact that its operation or sale would be subject to the approval of the United States Maritime Commission.

While final copies of the agreement were being typed by Mr. Leach's secretary, a communication came to his attention which prevented his signing the agreement. He said that it would not be possible for the British to sign the contract for the present in view of certain negotiations

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which they were carrying on with foreign governments, but when these negotiations were completed he would immediately communicate with us.

Before leaving Mr. Leach's office, Mr. Martin stated to him that Mr. Arghiropoulos was authorized to sign the agreement in its present form on your behalf and was willing to do so, and the failure to have the contract signed at the time was due entirely to the unwillingness of the British to sign. Mr. Leach stated that this was correct, but that the inability of the British to execute the agreement for the present developed by reason of the transfers of the registries from Panamanian to Argentinian.

Notwithstanding the present state of your relations with the British in respect of the general agreement, I wish to advise you most strongly not to undertake a transfer of the registry of the Omega without first advising both the British authorities and the United States Maritime Commission of your intention to do so. The transfer of the other two ships to Argentine registry without previous notification developed complications in both London and Washington and, I believe that another transfer of this kind might produce even more grave results and limit the cooperation you might otherwise obtain from the British and American Governments.

When we have further word from Mr. Leach, we will communicate with you further. In the meantime I will convey to the Maritime Commission the changes which have occurred in your negotiations with the British and find out whether it desires to reconsider using the "Omega". If it does, some arrangement might be made with the British so that the "Omega" can be removed from the black list for the purposes of such use.

With kind regards, I remain

Very truly yours,

T. A. Brick, Jr.

(Enc.)

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AN AGREEMENT dated the 26th day of August, One thousand nine hundred and forty one, made between HIS MAJESTY'S GOVERNMENT in the United Kingdom of Great Britain and Northern Ireland, of the first part; CIA ARGENTINA DE NAVEGACION DE ULTRAMAR, S.A., organized and existing under the laws of the Argentine Republic, and DOLPHIN COMPANY, INCORPORATED, a corporation organized and existing under the laws of the Republic of Panama (hereinafter together called the Shipowners) of the second part, and ALEXANDRE VLASOV, c/o Messrs. Donovan,Leisure,Newton & Lumbard, 2 Wall Street, New York, N.Y., U.S.A. (hereinafter called Mr. Vlasov) of the third part.

WHEREAS, the Shipowners and Mr. Vlasov are desirous of entering jointly and severally into an agreement with His Majesty's Government in manner hereinafter appearing,

NOW IT IS HEREBY MUTUALLY AGREED, as follows:

The Shipowners for and on behalf of themselves and all persons claiming thereunder, and Mr. Vlasov for himself, his Administrators and Assigns hereby jointly and severally agree:

a) not to be or become controlled by or have any commercial or other intercourse or financial dealings either directly or indirectly with or employ as Banker or Financial Agent any person, firm or corporation who or which is or is deemed to be an enemy of His Britannic Majesty (such enemy for the purpose of this Agreement being deemed to include any State or Sovereign or national of a State at war with His Britannic Majesty or any person or body of persons resident in any country with which His Britannic Majesty may be engaged in hostilities or in any territory subject to the occupation, control, or protectorate of any such country or any body of persons constituted or incorporated in or under the laws of any such country or territory or any person or body of persons wherever resident controlled by an enemy or enemies or any person or body of persons designated as an enemy or enemies by His Majesty's Government).

b) neither directly nor indirectly to pay or transfer or remit to or for or place at the disposal of or permit to accrue for the benefit of or to be used as security for any credit, loan or other form of advance to any enemy as hereinbefore defined any profits, assets, or other funds (whether as dividends, bonus, interest, repayment of principal or otherwise howsoever) of or under the control of Mr. Vlasov and Shipowners or any of them or of any person or body of persons controlled by Mr. Vlasov or Shipowners or any of them.

c) whenever called upon by His Britannic Majesty's Consular Officers so to do to furnish them with all such explanations and documentary evidence regarding matters arising directly or indirectly out of this Agreement as they may require:

d) not to permit any person who may either now or at any future time be designated for this purpose by His Majesty's Government nor any agent or nominee of his to be a member of the Board of Directors of the Shipowners or either of them or to have any form of control direct or indirect over the management of the business of the Shipowners or Mr. Vlasov or any of them or to be employed by the Shipowners or Mr. Vlasov or any of them whether as a servant, agent, intermediary or in any other way whatsoever;

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e) neither directly nor indirectly to engage in the dissemination of propaganda favourable to any State, Government, or country with which His Britannic Majesty may be engaged in hostilities and neither directly nor indirectly to subscribe to any fund or organization for the purpose of disseminating such propaganda nor to tolerate such dissemination by persons or bodies of persons in the employ of the Shipowners or Mr. Vlasov or under their control or the control of any of them;

f) forthwith to enter into an Agreement or Agreements with the Ministry of Shipping or such person, firm, or Corporation as the said Ministry shall designate for the chartering to the said Ministry or to such person, firm or Corporation as the said Ministry shall designate upon such terms as shall be mutually agreed upon between His Majesty's Government and the Shipowners and Mr. Vlasov for the duration of the present hostilities of the following vessels, namely:

S.S. ESMERALDA (ARGENTINIAN) ex S.S.OLTUL (ROUMANIAN)

S.S. TROPICUS (ARGENTINIAN) ex S.S.PRAHOVA (ROUMANIAN)

g) to operate the Panamanian S.S. OMEGA only upon such voyages as shall be approved by the United States Maritime Commission.

h) not during the currency of this Agreement to sell, lend, transfer by gift, mortgage, hypothecate, pledge or in any other way transfer (including transfer of flag) or charge any ship owned by the Shipowners or Mr. Vlasov or any of them without the consent of His Majesty's Government, except that the Shipowners may sell, transfer (including transfer of flag), or charter the S.S. OMEGA to any persons approved by the United States Maritime Commission.

2. Mr. Vlasov for himself, his administrators and assigns, and as a separate covenant and agreement but without limitation or prejudice to the joint and several agreements herein contained hereby undertakes and agrees to use all such rights, powers and control which he may have now or at any other time in the Shipowners and in any other company or corporation wherever situated and whether such control or part control be by way of shareholding or financial interest of any kind or as an officer or director or otherwise and whether his interest be direct or indirect to cause the Shipowners to fulfill all the agreements for their part herein contained and to require all such other companies or corporations to carry on their business in accordance with the agreements for his part herein contained.

3. HIS Majesty's Government hereby agrees:-

a) not at any time by reason only of Mr. Vlasov's former Roumanian nationality to treat the Shipowner as an enemy or any property or funds of his in the United Kingdom as an enemy property or funds for the purpose of the Trading with the Enemy Act 1939.

b) to facilitate the business of the Shipowners and Mr.Vlasov so far as is compatible with the exercise of His Majesty's belligerent rights and not unreasonably to withhold consent to the sale of a vessel if the purchaser gives satisfactory undertakings to carry out the engagements entered into by the Shipowners and Mr. Vlasov in this Agreement.

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THE validity and effect of this Agreement shall be determined according to the Laws of England.

THIS Agreement shall unless terminated by His Majesty's Government continue for the duration of the present hostilities.

AS WITNESS the hands of the parties the day and year first above written.

Signed _____
for and on behalf of His Majesty's Government.

Signed _____
For and on behalf of

Alexandre Vlasov

Cia.Argentina de Navegación de Ultramar, S.A.

Dolphin Company,Incorporated.

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MEMORANDUM OF AGREEMENT between P. ARGHIROPOULOS, acting on behalf of COMPANIA ARGENTINA DE NAVEGACION DE ULTRAMAR, S.A., an Argentinian corporation (hereinafter for brevity called Ultramar), of the one part, and the BRITISH MERCHANT SHIPPING MISSION IN THE UNITED STATES, of the other part.

WHEREAS, the Argentinian steamships Tropicus and Esmeralda and the Panamanian steamship Omega have been placed by the British Government upon the Statutory List; and

WHEREAS, Ultramar and the British Merchant Shipping Mission in the United States desire to do all things necessary and proper to remove the said vessels from the British Statutory List and to employ two of the said vessels under the control of the United States Maritime Commission and one in the service of the British Ministry of War Transport;

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.), each to the other in hand paid, and in consideration of the mutual promises and covenants hereinafter contained, it is hereby mutually agreed by and between P. Arghiropoulos, acting on behalf of Ultramar, as owner of the Argentinian steamships Tropicus and Esmeralda and the Panamanian steamship Omega, of the one part, and the British Merchant Shipping Mission in the United States, of the other part, that:

1. The steamships Tropicus and Esmeralda are to be Time Chartered on the form presently in use by the United States Maritime Commission for the duration of the existing war to an Argentinian company or companies nominated by the United States Maritime Commission, on terms and conditions agreed by the United States Maritime Commission.

Ultramar will immediately take whatever steps may be necessary preparatory to the delivery with all possible despatch of the two vessels to the Charterers so nominated.

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Charter hire shall be paid into an account maintained by Ultramar in a United States bank or in a branch thereof in the Argentine Republic.

2. The Steamship Omega is to be Chartered on bare boat form on terms to be mutually agreed upon between Ultramar, acting through P. Arghiropoulos, and the British Ministry of War Transport for the duration of the present war, with the privilege on the part of the British Ministry of War Transport of transferring the vessel during the currency of the Charter to the British flag, the British Ministry of War Transport doing all things necessary, at its own expense, for effecting such transfer. Upon redelivery of the S/S Omega to Ultramar, the British Ministry of War Transport is to retransfer the vessel to Panamanian registry at its own expense. Trading limits shall be world wide, within Institute Warranty limits, but the British Ministry of War Transport shall have the right of breaching the Warranties and shall pay any extra Insurance premiums if it does so. Charter Party shall be signed and Charter hire shall be paid in London in sterling at the rate of six shillings (6s/-) per ton deadweight per month and shall be paid by the British Ministry of War Transport into an account or accounts of Ultramar in a British bank and shall be blocked for the duration of the present war~~, or so long as the British Government Currency and Exchange Regulations remain in effect, whichever shall first terminate.~~ The British Ministry of War Transport shall insure or shall cause the Steamship Omega to be insured at a valuation of eleven pounds (£11) per ton deadweight for war risk insurance (plus advances made by Charterer in respect of disbursements but cost of insuring such advances shall be for owner's account), and shall indemnify owners against or shall insure or cause the vessel to be insured for protection and indemnity insurance, both war risk insurance and protection and indemnity insurance to be in form and terms as customary for vessels similarly situated, and the British Ministry of War Transport shall pay all the premiums incurred.

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Marine Insurance is to be provided and paid for by Ultramar.

Charter hire of the Steamship Omega is to be paid by the British Ministry of War Transport as aforesaid from the date of acceptance of delivery of the vessel until the date of redelivery, without cessation of hire for any cause other than the loss or constructive total loss of the vessel.

Any moneys which Ultramar may be required to expend upon the vessel during the currency of the bare boat Charter herein referred to, in order to meet expenses incurred during the said Charter, shall be advanced by the British Ministry of War Transport as a disbursement for owner's account, repayable out of Charter hire due or to become due. Ultramar shall be permitted and licensed, subject to the provisions and regulations of British law from time to time, to pay from the Charter hire of the S/S Omega all amounts, however accruing, heretofore due and owing to Navigation and Coal Trade Corporation Ltd., London, by Ultramar and former owners. Navigation and Coal Trade Corporation Ltd., London, shall be permitted to communicate as freely with Ultramar as with a British subject resident in the Argentine Republic and with Ultramar's superintendent at Lisbon, Portugal, Mr. Nicholas Verner, as freely as with a British subject resident in Lisbon, Portugal, on all matters connected with ships in British service operated by Navigation and Coal Trade Corporation, Ltd.

All dues, taxes, charges, costs, fees and expenses of whatsoever nature or kind which may become payable by Ultramar under British law as a result only of the vessel's transfer to British flag, and which would not be payable by it if the vessel remains under Panamanian flag, shall be for account of and paid by the British Ministry of War Transport.

3. Ultramar shall, simultaneously with the signing of this Agreement, enter into an undertaking in the form annexed hereto.

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4. This Agreement becomes effective upon delivery at a port to be agreed of the S/S Omega. Upon the coming into effect of this Agreement, the British authorities will take the necessary steps for the deletion of the said vessels from the British Statutory List.

Dated at WASHINGTON, D.C., February 2nd, 1942.

COMPANIA ARGENTINA DE NAVEGACION DE ULTRAMAR, S.A., as Owner of the Argentinian steamships Tropicus and Esmeralda and the Panamanian Steamship Omega.

By P. ARGHIROPOULOS (sgd)
Attorney-in-Fact

BRITISH MERCHANT SHIPPING MISSION IN THE UNITED STATES

By D. F. ANDERSON (sgd)

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UNDERTAKING

WHEREAS, Compania Argentina de Navegacion de Ultramar, S.A. is not in any way controlled by a person or body of persons who is an enemy of His Britannic Majesty (such enemy for the purpose of this agreement being deemed to include any State or Sovereign of a State at war with His Britannic Majesty or any individual or body of persons resident in any country with which His Britannic Majesty may be engaged in hostilities or in any territory subject to the occupation control or protectorate of any such country or any body of persons constituted or incorporated in or under the laws of any such country or territory or any individual or body of persons in any place controlled by an enemy or any individual or body of persons specified as an enemy or enemies by His Majesty's Government, other than M. Alexandre Vlasov, of Buenos Aires)

THE UNDERSIGNED, for and on behalf of the Compania Argentina de Navegacion de Ultramar, S.A. hereby undertakes that throughout the period during which His Britannic Majesty may be engaged in hostilities the Compania Argentina de Navegacion de Ultramar, S.A.:

(1) will not be or become controlled by or have any commercial or financial dealings with any person or body of persons who is or is deemed to be an enemy as aforesaid;

(2) (a) will neither directly nor indirectly export any article whatsoever to or through any country with which His Britannic Majesty shall be engaged in hostilities or any territory for the time being in the occupation or control or subject to the protectorate of any such country;

(b) will neither directly nor indirectly export any article whatsoever to any neutral country for which the Allied system of navicerts is in operation unless covered by a navicert;

(c) will neither directly nor indirectly import any article whatsoever from or across any country with which His Britannic Majesty shall be engaged in hostilities or any territory for the time being in the occupation or control or subject to the protectorate of any such country;

(d) will neither directly nor indirectly import any article whatsoever from any neutral country where the Allied system of certificates of origin and interest is in operation unless covered by such a certificate;

(3) will not directly or indirectly pay, remit, place at the disposal or utilize or transfer for the benefit of an enemy as aforesaid any profits, assets or other funds (whether as dividends, bonus, interest, repayment of principal or otherwise howsoever) of or under the control of the Compania Argentina de Navegacion de Ultramar, S.A. or any person or body of persons controlled by the Company;

(4) will not permit any person other than M. Alexandre Vlasov who may either now or at any future time be designated as unacceptable by His Britannic Majesty's Government or any agent or nominee of his to be a member of the Board of Directors of the Compania Argentina de Navegacion de Ultramar, S.A. or to have any form of control, direct or indirect, over its management or to be employed by the Compania Argentina de Navegacion de Ultramar, S.A. or in any other way whatsoever;

(5) will not directly or indirectly engage in the dissemination of propaganda or any other activities, favourable to any

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State, Government or country with which His Britannic Majesty may be engaged in hostilities and will not directly or indirectly subscribe to any fund or organisation for the purpose of disseminating such propaganda or pursuing such activities or tolerate such dissemination or activitiesby persons or body of persons in the employ of the Compania Argentina de Navegacion de Ultramar, S.A. or under the Company's control;

(6) will permit the inspection at any time by or on behalf of His Britannic Majesty's Ambassador at Buenos Aires, by a person or persons to be nominated by or on behalf of him, of all the records, accounts, statistics and books of account in general of the Compania Argentina de Navegacion de Ultramar, S.A. or of any person or body of persons controlled by the Company and give all other information and facilities that may be asked for by the said Ambassador.

For and on behalf of
Compania Argentina de Navegacion
de Ultramar
at Buenos Aires (Argentina)
Seamind (P. Argyropoulos)
Washington, (D.C.) February 2nd, 1942

SIGNED, SEALED, ETC.

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COMPAÑIA ARGENTINA DE NAVEGACIÓN
DE ULTRAMAR S.A.
BUENOS AIRES

AV. R. SAENZ PEÑA 616
DIREC. TELEGR. CANUMAR
TELEF. 33 - 1683

Buenos Aires, Diciembre de 1942.

A S.E. el Señor Embajador de los Estados Unidos de Norte-América,
Don Norman Armour.
Presente.

En mi carácter de Presidente de la Compañía Argentina de Navegación de Ultramar, S. A., tengo el honor de dirigirme al Señor Embajador, pidiéndole por su intermedio, a quién corresponda, se reconsidere la inclusión que se ha hecho del nombre de nuestra Compañía, en la lista negra, norteamericana.

Una rápida referencia a los antecedentes documentados de este asunto me permitirán poner de manifiesto que se ha cometido una injusticia, en base de alguna errónea o deficiente información, y no dudamos, que una vez practicado los esclarecimientos necesarios, se impondrán el espíritu de justicia, base del derecho y de la libertad, que constituyen la noble causa por la que luchan las grandes democracias del mundo, en contra del ejercicio arbitrario de la fuerza que, como desideratum de nuestra civilización, pretenden imponer a la humanidad entera, las naciones del Eje.

I

ARREGLO GENERAL ENTRE NUESTRA COMPAÑIA Y LA BRITISH MERCHANT SHIPPIN MISSION.- Poniendo de manifiesto nuestra buena voluntad para encontrar una solución que permitiera usar el tonelaje de que disponíamos, a los Estados Unidos y a Inglaterra, se llegó a este arreglo general el 2 de Febrero del corriente año. Por virtud del mismo, se entregaban en arrendamiento, time-charter a la firma que indicara la Comisión Marítima los buques "Trópicus" y "Esmeralda", de bandera argentina, para un tráfico entre nuestro país y los Estados Unidos, y el barco "Omega", de bandera panameña al Gobierno Británico. La Comisión Marítima indicó al efecto, a la firma Moore y McCormack.

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Este arreglo no fué aprobado por nuestro Gobierno, por decisión de fecha 29 de Abril del corriente año.

Esa resolución en su parte pertinente dice así: "Hágase saber a la Compañía de Navegación de Ultramar, que no pueden ser aprobados los convenios por ella celebrados con la Compañía de Agencias Navieras Moore y Mac Cormack S.A., sobre el arrendamiento de los buques de su propiedad: "Trócius" y "Esmeralda", de bandera argentina, los que solo pueden ser objeto de contratos de transporte, en la forma corriente, para realizar un tráfico interamericano, sometido en un todo a las disposiciones de nuestras leyes y decretos reglamentarios".

"Hágasele saber, además a la misma Compañía, que se le acuerda un plazo de cuarenta días, para que proceda a regularizar la situación del buque "Omega", usando dentro de dicho término la autorización que se le ha concedido, para efectuar el cambio de bandera".

Ninguna razón se hizo valer, hasta ese momento, por las autoridades norteamericanas, para tratar como a enemiga a nuestra Compañía. No se impuso el bloqueo de fondos por ese arreglo, y por el contrario, el precio del arrendamiento debía depositarse a nombre de la Compañía en un Banco de Buenos Aires. Su desaprobación por nuestro Gobierno, no puede implicar para nosotros ninguna responsabilidad.

II

PROPUESTA HECHA A LA FIRMA MOORE Y MAC CORMACK.- Producida aquella decisión que nos colocaba en la imposibilidad de llevar a la práctica el arreglo del 2 de Febrero, entregamos inmediatamente a Moore y Mac Cormack, una propuesta que ajustándose a la decisión de nuestro Gobierno, le permitía disponer de nuestros tres barcos, para servir al tráfico interamericano.

Esa propuesta es la siguiente:

"On the other hand, we are pleased that our Government have given their agreement to put to your disposal all 3 ships in a form compatible with our laws regulations in force, i.e. on basis of a transport-contract. Consequently, we would be

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pleased to reach, as promptly as possible, a total collaboration with your organization in the form that:

"1) MacCormack will deliver and Canumar undertakes to transport, using Canumar's Bills of Lading which will contain the usual conditions, the cargo both north-and southbound, utilizing the capacity of all 3 ships;

"2) MacCormack will do all the necessary work, agency, booking, stowage, trimming of cargo etc., obtaining a remuneration (commission), to be established by mutual agreement.

"3) Conditions "North" at the rate of freight of the "Conference" established by Maritime Commission from time to time.

"4) The duration, subject to Maritime Commission's approval, would be till the end of the present war.

"5) Out of the goods to be loaded, those designated by the two Governments will have the absolute preference.

We are also ready, in the interest of the closest and most intimate collaboration, to install our offices in yours, at conditions to be established, and also to examine the possibilities to give you the proxy for dealing in our name.

We are glad that, in spite of the decision of our Government the total collaboration between our organizations will be possible in the above-mentioned form, and no doubt you will appreciate that this form of collaboration will be extended to our 3 ships instead of only two."

Aun cuando esta propuesta no fué aceptada, ella pone de manifiesto, una vez más, nuestro buen deseo de cooperación.

Como nuestro Gobierno exigía una solución que terminara con la inmovilización de estos barcos, aceptamos que el Ministerio de Relaciones Exteriores gestionara por nuestra Embajada en Washington, la inclusión de los dos que tenían bandera argentina, en el Plan del Comité Consultivo Económico Financiero Interame-

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ricano.

Esa inclusión no fué aceptada por el Departamento de Estado Norteamericano por lo que, no quedando otra posibilidad, nos vimos obligados a tratar con la Flota Mercante del Estado. Esas gestiones se iniciaron en el mes de Junio del corriente año.

III

REQUISICION DEL "TROPICUS" POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE NORTE AMERICA.- Con fecha 27 de Julio del corriente año, entregamos a la Flota Mercante del Estado, nuestra promesa de venta, en la que consignamos el precio y otras circunstancias importantes de la operación, sobre las cuales habíamos llegado a un completo acuerdo. En esa circunstancia fuimos informados por nuestra Cancillería, que el Gobierno de los Estados Unidos, con fecha 21 de Julio había resuelto requisar, por razones urgentes de guerra, nuestro buque "Trópicus", que estaba anclado en Los Angeles.

Inmediatamente de conocido este hecho por nosotros, hicimos presente al Ministerio, que no teníamos nada que oponer a esa decisión, de tal manera, que, en lo que a los intereses de nuestra Compañía pudiera referirse, no había inconveniente para que nuestro Gobierno manifestara su conformidad, como así lo hizo sin pérdida de tiempo.

Con fecha 4 de Setiembre nos presentamos al Ministerio de Relaciones Exteriores, dando cuenta de que en un cable que acabábamos de recibir, de nuestro representante en los Estados Unidos, se nos hacía saber que se necesitaba nuestra conformidad para que el Señor Cónsul Argentino de Los Angeles, cancelara el Registro correspondiente al "Trópicus".

En esa oportunidad, dijimos textualmente lo siguiente: "Ratificamos la conformidad que hemos dado a este Ministerio, con fecha 25 de Agosto último, para el cambio de bandera y como consecuencia de ello, autorizamos a telegrafiar al Cónsul Argentino en Los Angeles, para que proceda a realizar los actos que sean necesarios con relación a ese cambio.

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"Pedimos también se haga saber a nuestra Embajada en Washigton, para que ponga el hecho en conocimiento de la Comisión Marítima, que nuestra Compañía está, y ha estado siempre dispuesta a dar las facilidades que de ella dependen, para que se realicen los trámites que deban efectuarse con motivo del cambio de bandera".

Con fecha 7 de Octubre, en una nueva presentación ante nuestro Ministerio, y en conocimiento de que la Comisión Marítima no aceptaba que la requisición del "Trópicus" se efectuara "time charter , decimos lo siguiente:

"Nuestra Compañía esté dispuesta a efectuar la transferencia de la propiedad del barco, en la forma que indique la referida Comisión Marítima, a cuyo efecto hemos impartido a nuestro Agente en aquel país, las instrucciones del caso para que acuerde todas las facilidades que sean necesarias a ese objeto".

"Como nuestra Compañía, agregamos, está vivamente interesada en mantener cordiales relaciones con la Comisión Marítima de los Estados Unidos y desvirtuar todo mal entendido que haya podido existir acerca de nuestra buena disposición al respecto, estimamos conveniente que dicha Comisión conozca la manifestación que formulamos en el párrafo anterior".

Es posible suponer, conociendo estas reiteradas manifestaciones nuestras traducidas en hechos elocuentes, que estuviéramos movidos por un sentimiento insanistoso y hostil hacia los Estados Unidos de Norte América?

Si hasta ese momento, ese Gobierno no había tenido ningún motivo para incluir el nombre de nuestra Compañía en la lista negra, es admisible que lo hiciera después de haberle brindado todas las facilidades necesarias, con la mayor diligencia, y con nuestra mejor buena voluntad, para que sin pérdida de tiempo utilizara nuestra propiedad que necesitaba por razones de urgentes de guerra?

Por ello no podemos dudar, que esclarecido este asunto, se nos hará justicia.

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IV

INCAUTACION Y EXPROPIACION DEL "OMEGA" POR EL GOBIERNO DE PANAMA - Con fecha 13 de Agosto del corriente año, fuimos notificados por el Cónsul General de la República del Panamá en esta Capital, "que por resolución ejecutiva N° 434 de fecha de ayer, ha ordenado la incautación y expropiación del vapor panameño "Omega", de propiedad de esa Compañía, conforme al art. 48 de la Constitución Nacional".

En nuestra contestación de fecha 24 de Agosto, después de objetar desde el punto de vista jurídico de esa decisión, agregamos lo siguiente:

"Pero si el Gobierno de Panamá, tiene urgente necesidad de comprar dicho barco, nos place manifestar que esta Compañía, estaría dispuesta a negociar a su respecto".

Con fecha 17 de Setiembre, el Ministerio de Hacienda y Tesoro de Panamá nos envía una nueva comunicación, en la cual, después de las consideraciones de orden jurídico, que tienden a fundamentar la medida, se agrega lo siguiente, que deseo destacar:

"Sin embargo, es de observarse, que gozando nuestro país de crédito público suficiente para respaldar la incautación y expropiación del vapor "Omega" éstas no han sido hechas con el propósito de negar a los interesados la retribución debida, por que huelga decirse que, siendo el nuestro un país demócrata, no sólo repudia las apropiaciones manu militari, sinó que en estos casos de necesidad nacional, lo hace al amparo de la ley y teniendo en cuenta que asume obligaciones pecuniarias".

A raíz de esta comunicación, nuestra Compañía consideró la necesidad de enviar un abogado a Panamá, con el objeto de que tramitara un acuerdo con aquel Gobierno, sobre el monto de las obligaciones pecuniarias que reconocía haber contraído.

Fué en esas circunstancias, que habiendo llegado este hecho a conocimiento del Señor Eduardo C. Holguín, quien por muchos años fuera Ministro de Panamá

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en este país, se interesó vivamente, en su carácter de panameño, para que esta cuestión se arreglara amistosamente con el Gobierno de su patria. Aceptamos sus buenos oficios, y el Señor Holguín viajó a Panamá con ese objeto.

Todos estos hechos fueron puestos en conocimiento del Ministerio de Relaciones Exteriores, por nuestra nota del 16 de Octubre, en la cual pedimos "Se cablegrafíe a cargo de la Compañía, a nuestro Ministro en Panamá, pidiéndole informe al Gobierno de ese país, que la propietaria del buque "Omega", es una compañía argentina, que ha aceptado los buenos oficios del Señor Holguín para que en su nombre procure acordar un proyecto de arreglo amistoso que someterá a la aprobación de la Compañía, sobre la retribución que se le debe como justa compensación por la expropiación de ese buque; y que este Gobierno ha comprado, a la misma Compañía, un vapor similar: el "Esmeralda", por el precio de ciento cincuenta dólares la tonelada, con pacto de retro-venta".

Nuestra Cancillería telegrafió en los términos pedidos, y al iniciar el Señor Holguín sus gestiones amistosas ante el Gobierno de Panamá, tuvo ocasión de conocer el texto completo del decreto de incautación.

Por este decreto, nuestra Compañía pudo conocer, al regreso del Señor Holguín, dos circunstancias importantes, que antes ignoraba, y que son la siguientes:

1°- Que el Gobierno de los Estados Unidos de América, había solicitado del del Panamá, la venta de dicha nave, para dedicarla a usos relacionados con la defensa de la causa de las naciones unidas.

2°- Que el mismo decreto, le acuerda autorización, al Gobierno de los Estados Unidos, para fijar el precio de venta por mutuo acuerdo con los dueños de la nave, y para pagarles directamente el precio acordado, proveyendo además que si ello fracasara, el valor se determinará mediante peritos.

La incautación del "Omega" se hizo efectiva en Lisboa el 25 de Agosto.

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Si nuestra Compañía hubiera conocido aquel decreto en toda su extensión hubiera iniciado gustosa, de acuerdo a sus términos, las gestiones directas necesarias ante el Gobierno de los Estados Unidos, para acordar el precio de venta de esta nave, antes de recurrir al Gobierno de Panamá.

La verdad es, que mientras considerábamos la mejor manera de iniciar esas gestiones ante esta Embajada, inmediatamente después del regreso del Señor Holguín, hemos sido sorprendidos por la inclusión del nombre de la Compañía en la lista negra.

Esta inclusión se ha hecho después de que el Gobierno de los Estados Unidos se encontraba utilizando, con la conformidad de nuestra Compañía, en lo que de ella podía depender, los dos barcos de su propiedad "Trópicus" y "Omega", que están aún impagos.

Entendemos Señor Embajador, que las listas negras, constituyen un medio del que se sirven los estados beligerantes, para impedir las actividades de sus enemigos. Nosotros nó somos enemigos de los Estados Unidos, Por el contrario, miramos con profunda simpatía los esfuerzos que ellos realizan en esta guerra, al lado del Imperio Británico, en defensa de la libertad y de la democracia. No dudamos de que, de su triunfo dependerá la seguridad y el porvenir de toda América.

No se nos podrá señalar ninguna actividad inamistosa, y por el contrario, encontrándonos en un conflicto de intereses con el Gobierno Norteamericano, en virtud de que él ha dispuesto tomar y ha tomado dos buques de nuestra propiedad, no hemos sido excesivos, ni siquiera impacientes, en la defensa de nuestros intereses, y hemos dado muestras de buena voluntad acordando en lo que de nosotros dependía, el máximo de facilidades para la inmediata utilización de esos barcos, por que tenemos una alta comprensión de la causa grande a que ellos se destinan, esperando confiadamente, que ese Gobierno abonará las compensaciones que debe.

V

ACTUACION ANTERIOR DEL SEÑOR INGENIERO DON ALEJANDRO VLASOV.- Pero

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podrá decirse que la inclusión en la lista negra de la Compañía, no ha sido motivada por actos propios de la misma, sinó por la actuación anterior del Señor Vlasov, su Vice-Presidente y su principal accionista.

Deseo también esclarecer este punto.

Mi tarea se facilita por una doble circunstancia:

1° - Encontrándose el Señor Vlasov en los Estados Unidos, y siendo asistido en sus gestiones ante el Gobierno de Inglaterra por el Estudio de Abogado que dirige el Coronel Dónovan, el Doctor Francisco Brick, socio de aquél y para su mejor ilustración, preparó el memorándum que en copia acompaño, y en el que se reseña toda la actividad del Señor Vlasov a través de largos años de actuación.

2° - Ese memorándum con todos los antecedentes posteriores relativos a las negociaciones realizadas por el Señor Vlasov, desde nuestro país, con el Gobierno de los Estados Unidos y con el Británico, se presentaron, en una voluminosa carpeta a nuestro Ministerio de Relaciones Exteriores, con motivo de haberle negado esta Embajada, la visación de su pasaporte para trasladarse a aquél país, con el objeto de suscribir un acuerdo, al que se había llegado con el Gobierno Inglés, por intermedio del Estudio Dónovan.

Nuestro Ministerio encontro que esos antededentes eran satisfactorios y por ello consideró conveniente que fueran conocidos por nuestra Embajada en Washington, a cuyo efecto se la remitió una copia.

Es de suponer que nuestra Embajada puso esos antecedentes a disposición del Departamento de Estado, por que éste, pocos días después, reconsideró su resolución anterior, y concedió al Señor Vlasov, la autorización necesaria para regresar a los Estados Unidos.

Pero su viaje había dejado ya de tener objeto, p r que el arreglo a que se llegó con las autoridades británicas y para cuya realización había dado la autorización necesaria, no llegó a firmarse, por causas que no son imputables al

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Señor Vlasov, como lo explica el Doctor Francisco Brick, del Estudio del Coronel Donovan, en su carta de fecha 2 de Setiembre de 1941, cuya copia acompaño, con el proyecto de contrato del 26 de Agosto, que no se firmara.

Con posterioridad las gestiones se han realizado por nuestra Compañía, y son las que han quedado relatadas en esta nota.

Sólo me resta dejar establecido, para destacar la justicia que nos asiste en este reclamo, que el Señor Ingeniero Don Alejandro Vlasov, y nuestra Compañía, han sido incluídos en la lista negra, con posterioridad a la utilización efectiva de nuestros barcos por el Gobierno de los Estados Unidos, sin oposición de nuestra parte y sin que le hubiéramos formalizado, hasta ahora, reclamación alguna sobre el pago de los mismos.

Por todo lo expuesto, solicito de S. E., el Señor Embajador:

1°-quiera tener a bien considerar este asunto, practicando las investigaciones que estime necesarias para esclarecer la verdad, y para aconsejar a su Gobierno, se deje sin efecto la medida que ha motivado esta presentación. En tal sentido, ofrecemos nuestra más amplia colaboración, poniéndonos por completo a la disposición de esa Embajada, para suministrarle todos los datos e informes que crea conveniente requerirnos. Tampoco ofrecemos reparo alguno a formular las declaraciones que son de práctica en estos casos.

2°-Se nos autorice, mientras tanto, para continuar las gestiones necesarias ante las autoridades que corresponda, para determinar las compensaciones que sean procedentes por la requisición del "Trópicus", y para fijar el precio del "Omega", de acuerdo con el decreto dictado a este respecto, por el Gobierno de Panamá.

Con tal motivo me es grato saludar a S. E., con mi consideración distinguida.

DR. AURELIO S. ACUÑA
PRESIDENTE

Dos anexos

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COrresponde a la presentación del
Pres. de la Cia. Arg. de Navega-
ción de Ul tramar, del 30 de Dic/42

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Relaciones Exteriores y Culto
D.A.P.

////.- nos Aires, Diciembre 31 de 1942.-

Dirijase la nota acordada con la documentación que se acompaña, a la Embajada Argentina en Estados Unidos.-

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COPIA

Buenos Aires, Diciembre 31 de 1942.-

D.A.P.

Señor Embajador:

Tengo el honor de dirigirme a V.E. para remitirle copia de la documentación que el Senador Dr. Acuña, presentó ante la Embajada de Estados Unidos en su carácter de Presidente del Directorio de la Cia. Argentina de Navegación de Ultramar, a los efectos de obtener la exclusión de la mencionada compañía, de la lista de Nacionales Bloqueados.-

Como en casos anteriores y dado el carácter de la empresa mencionada, V.E. deberá interceder oficiosamente ante ese Gobierno, apoyando las gestiones que desde aquí ya ha iniciado el Dr. Acuña.-

Saludo a V.E. con las seguridades de mi mas distinguida consideración.-

Fdo.: Carlos A. Torriani

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A S.E. el Sr. Embajador Extraordinario y Plenipotenciario
de la República Argentina en Estados Unidos,
Dr. Felipe A. Espil.-

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