

N° 414.

**FINLANDE ET RÉPUBLIQUE
DES SOVIETS DE RUSSIE**

Arrangement provisoire au sujet du transport par voie ferrée, de voyageurs, bagages et marchandises de Finlande en Russie et vice versa par les stations frontières de Rajajoki et de Valkeasaari, signé à Helsingfors le 14 décembre 1921.

**FINLAND AND SOVIET
REPUBLIC OF RUSSIA**

Provisional Agreement concerning the rail transport of passengers, baggage and goods from Finland to Russia and vice-versa via the frontier stations of Rajajoki and Valkeasaari, signed at Helsingfors, December 14, 1921.

TEXTE RUSSE. — RUSSIAN TEXT.

No. 414. — ВРЕМЕННОЕ СОГЛАШЕНИЕ МЕЖДУ РОССИЙСКОЙ СОЦИАЛИСТИЧЕСКОЙ ФЕДЕРАТИВНОЙ СОВЕТСКОЙ РЕСПУБЛИКОЙ И ФИНЛЯНДСКОЙ РЕСПУБЛИКОЙ О ПЕРЕВОЗКЕ ПО ЖЕЛЕЗНЫМ ДОРОГАМ ПАССАЖИРОВ, ИХ БАГАЖА И ГРУЗОВ ИЗ РОССИИ В ФИНЛЯндию И ОБРАТНО ЧЕРЕЗ ПОГРАНИЧНЫЕ ПУНКТЫ БЕЛООСТРОВ И РАЙИОКИ.¹

Finnish, Russian and Swedish official texts communicated by the Minister for Foreign Affairs of Finland. The registration of this Agreement took place May 1, 1923.

ПРАВИТЕЛЬСТВО РОССИЙСКОЙ СОЦИАЛИСТИЧЕСКОЙ ФЕДЕРАТИВНОЙ СОВЕТСКОЙ РЕСПУБЛИКИ, с одной стороны, и ПРАВИТЕЛЬСТВО ФИНЛЯНДСКОЙ РЕСПУБЛИКИ, с другой, желая немедленно установить правильное железнодорожное сообщение между обоими странами, постановили, впредь до заключения о том Конвенции, предусмотренной статьей 33-ей Мирного Договора, подписанного в г. Юрьеве 14-го октября 1920² года, временно установить это сообщение на началах, определяемых настоящим соглашением, поручив его составление и подписание Центральной Смешанной Русско-Финляндской Комиссии и уполномочив для того :

Правительство Российской Социалистической Федеративной Советской Республики :

А. Г. ШЛИХТЕРА,
А. С. ЧЕРНЫХ,
А. П. ЗЕЛЕНОГО,
А. М. ИГНАТЬЕВА,
А. М. СМЕРНОВА,

и Правительство Финляндской Республики :

А. АХОПЕН,
А. В. ХАКСЕЛЬ,
А. Э. АЛЬФТАН,
П. Ю. ХЮННИНЕН,
В. ХУПЛИ.

Означенные уполномоченные по взаимном пред'явлении своих полномочий, найденных составленными в должной форме и законном порядке, согласились о нижеследующем :

I. ОБЩИЕ ОСНОВАНИЯ ПЕРЕВОЗКИ.

Статья 1.

Перевозке на основании настоящего соглашения подлежат :

1. пассажиры и их багаж ;
2. грузы, как попутные, так и повагонными отправлениями.

¹ This Agreement came into force without ratification.

² Vol. III page 5 of this Series.

¹ TRANSLATION.

No. 414. — PROVISIONAL AGREEMENT BETWEEN THE REPUBLIC OF FINLAND AND THE RUSSIAN SOCIALIST FEDERAL SOVIET REPUBLIC, CONCERNING THE RAIL TRANSPORT OF PASSENGERS, BAGGAGE AND GOODS FROM FINLAND TO RUSSIA AND VICE-VERSA, VIA THE FRONTIER-STATIONS OF RAJAJOKI AND VALKEASAARI, SIGNED AT HELSINGFORS, DECEMBER 14, 1921.

The GOVERNMENT OF THE REPUBLIC OF FINLAND, of the one part, and the GOVERNMENT OF THE RUSSIAN SOCIALIST FEDERAL SOVIET REPUBLIC, of the other part, being desirous of establishing without delay regularly organised rail traffic between the two countries, have decided that, pending the conclusion of the Convention on this subject, which was provided for in Article 33 of the Treaty of Peace concluded at Dorpat on October 14, 1920, the traffic in question shall be provisionally organised on the lines laid down in the present Agreement, the Finnish Russian Central Committee being entrusted with the duty of drawing up and signing the same, and have for this purpose appointed the following plenipotentiaries :

For the GOVERNMENT OF THE REPUBLIC OF FINLAND :

A. AHONEN,
A. E. HACKZELL,
A. E. ALFTHAN,
P. J. HYNNINEN,
V. HUPLI.

For the GOVERNMENT OF THE RUSSIAN SOCIALIST FEDERAL SOVIET REPUBLIC :

A. G. SCHLICHTER,
A. S. TSCHERNYKH,
A. P. ZELENOY,
A. E. IGNATIEV,
A. M. SMIRNOV,

who, having exchanged their full powers, found in good and due form, have agreed as follows :

I. GENERAL PRINCIPLES GOVERNING TRAFFIC.

Article 1.

Under the present Agreement the following shall be carried :

- (1) Passengers and passenger baggage,
- (2) Goods, both per article and per waggon-load.

¹ Translated by the Secretariat of the League of Nations.

Article 2.

Passengers shall be required to change trains and baggage and goods must be transhipped (frambefordras i bruten trafik), that is to say, the carriage of passengers, baggage and goods from Finland to Russia shall, as regards the Finnish State Railways, terminate for traffic purposes at Rajajoki station ; passengers, baggage and goods shall then be conveyed from Valkeasaari as set forth below, in accordance with the general regulations in force on the Russian railways, on which Valkeasaari station shall be considered as a despatching station. Similarly, the carriage of passengers, baggage and goods from Russia to Finland shall terminate for traffic purposes at Valkesaari Station, after which passengers, baggage and goods shall be conveyed from Rajajoki Station in accordance with the general regulations in force on the Finnish State Railways, on which Rajajoki station shall be regarded as a despatching station.

II. CARRIAGE OF PASSENGERS AND BAGGAGE.

Article 3.

The conveyance of passengers and their baggage from Finland to Russia, shall be in charge of the Finnish State Railways as far as Valkeasaari station. The conveyance of passengers and their baggage, from Russia to Finland, shall be in charge of the Nikolai Railway as far as Rajajoki station. On arrival at the foreign railway-station, the train which has carried the passengers across the frontier must at once be emptied and returned to the frontier station from which it has been despatched.

Article 4.

Should passengers or baggage be carried in express (kurir) carriages or service wagons they shall, subject to the requisite Customs formalities, be conveyed as far as their destination without change of carriage or transhipment ; thereafter, when the carriage or wagon enters the railway system of the other country, the fare charged shall be that fixed by the tariffs in force in that country, in accordance with Article 2, and, as regards working arrangements, passengers and baggage shall be carried in accordance with the technical regulations in force in the country in question.

The same rule shall apply to mail-vans, in the event of a special agreement on that subject being concluded by the postal administrations of the respective countries.

Article 5.

The fare for conveyance of passengers from Rajajoki station to Valkeasaari station shall be paid at Rajajoki station and shall accrue to the Finnish State Railways. The fare for conveyance of passengers from Valkeasaari station to Rajajoki station shall be paid at Valkeasaari station and shall accrue to the Russian Railways. At Rajajoki station this fare shall be paid in Finnish currency and at Valkeasaari station in Russian currency ; the fare from Rajajoki station to Valkeasaari station shall be calculated according to the tariff rates in force on the Finnish State Railways, and from Valkeasaari station to Rajajoki station according to the tariff rates in force on the Russian Railways.

The conveyance of baggage between Rajajoki and Valkeasaari shall take place in the manner provided for the conveyance of passengers' hand baggage, the requisite Customs formalities being duly observed. No charge for conveying this baggage on the Rajajoki-Valkeasaari section shall be made either by the Finnish State Railways or by the Russian Railways.

Article 6.

Provision shall be made to convey passengers from Rajajoki to Valkeasaari, and vice versa, once every 24 hours ; the times of departure of the train shall be fixed by agreement between the station-masters of the frontier stations.

Article 7.

When Finnish nationals returning from Russia in special parties are conveyed in the rolling-stock of the Finnish State Railways, and when Russian nationals returning from Finland in special parties are conveyed in the rolling-stock of the Russian Railways, a separate agreement between the Administrations of the Finnish State Railways and the Nikolai Railway shall be concluded in each case regarding the working of the empty rolling-stock from the frontier to the station at which the passengers board the train.

III. CARRIAGE OF GOODS.

Article 8.

Under the provisions of this agreement all classes of goods are accepted for carriage, provided that their import and export from one country to the other is allowed.

Article 9.

All goods carried in the direction Finland—Russia shall be labelled to Rajajoki station ; all goods carried in the direction Russia—Finland shall be labelled to Valkeasaari station.

Article 10.

When consignments, sent per waggon-load, have arrived at the frontier station of the country from which they have been despatched, and have cleared the Customs, the receiver shall release the consignments and shall forward them, without transshipment, from Rajajoki station to Russia or from Valkeasaari station to Finland, as the case may be ; for this purpose the Finnish State Railways and the Russian Railways shall use each other's rolling-stock in accordance with the provisions of Articles 19-45 of the present Agreement.

Article 11.

Consignments sent per waggon-load from Finland to Russia shall be carried from Rajajok station to Valkeasaari station under the charge of the Finnish State Railways. Consignments sent per waggon-load from Russia to Finland shall be carried from Valkeasaari station to Rajajoki station under the charge of the Russian Railways.

Article 12.

Consignments sent per waggon-load shall be despatched to the frontier station of the country to which they are to be forwarded within 18 hours after the goods have been duly cleared through the Customs and paid for at the frontier station of the country from which the consignments have arrived.

Article 13.

Separate packages between Rajajoki station and Valkeasaari station shall be carried as follows :

Separate packages carried in the direction Finland—Russia shall, after they have been unloaded at Rajajoki station, be duly cleared through the Customs and paid for, loaded in the Finnish State Railway waggons and conveyed by that railway to Valkeasaari station, where the owner shall see to the forwarding of the goods. Separate packages carried in the direction Russia—Finland shall, after they have been unloaded at Valkeasaari station, be duly cleared through the Customs and paid for, loaded in the waggons of the Russian Railways and conveyed by the Nikolai Railway to Rajajoki station, where the owner shall see to the forwarding of the goods.

Article 14.

Separate packages shall be despatched to the frontier station of the country to which they are to be forwarded within 48 hours after they have been duly cleared through the Customs and paid for at the frontier station of the country from which they have been despatched.

Note. — On arrival, both consignments sent per waggon-load, and also separate packages, which are to be forwarded to a foreign country, shall be duly released ; the receiver of the goods shall be supplied at the frontier station with a copy of a way-bill, of a type to be agreed upon, with the columns filled up with the requisite information, and a similar copy shall be attached to the consignments.

Article 15.

Waggons in which separate packages are sent to the frontier station of a foreign railway shall be returned to the frontier station of the despatching railway within a period of 24 hours. If the wagon is detained for more than 24 hours it shall be considered as transferred to the foreign railway and rent shall be charged for it, in accordance with the provisions of Articles 22, 23, 29, 30 of the present agreement.

Article 16.

The freightage for goods, sent in complete waggon-load or in separate packages, from Rajajoki station to Valkeasaari station, shall be collected at Rajajoki station and shall accrue to the Finnish State Railways ; freightage for goods sent in complete waggon-loads and in separate packages, from Valkeasaari station to Rajajoki station, shall be collected at Valkeasaari station, and shall accrue to the Russian Railways.

Each railway shall be responsible for any accident which occurs within its territory as far as the frontier of the country, in accordance with the laws of the country on the territory of which the accident occurs.

A railway shall be entitled to recover damages from a neighbouring line in the event of an accident caused through the fault of the staff of that line or through the defective condition of its means of transport.

Any sums thus recovered by the railway shall be computed in the currency in which the claim has been presented, and shall be paid within a period of one month after the administration of the other railway has received the claim ; the sum awarded shall be paid to the person or institution which has presented the claim, at the rate of exchange current at the time, in Finnish gold marks or in any other currency agreed upon, if the claim is presented by the Finnish State Railways, and in Russian gold roubles or in any other currency agreed upon if the claim is presented by the Russian Railways.

If both railways are responsible for damages, the sum to be paid as compensation shall be divided between the two railways in proportion to their respective responsibility.

If an accident occurs in which the staff or property of a neighbouring railway is in any way involved, that railway shall at once be notified.

An enquiry into an accident shall be carried out by a mixed commission consisting of equal numbers of representatives of both railways.

Each railway shall be responsible for the duties performed by its officials and employees, and also for any neglect of duty on their part.

The freightage referred to above shall be paid at Rajajoki station in Finnish currency, and at Valkeasaari station in Russian currency, and shall be calculated for the section Rajajoki station — Valkeasaari station according to the tariff rates of the Finnish State Railways, and for the section Valkeasaari station — Rajajoki station according to the tariff rates of the Russian Railways.

IV. RESPONSIBILITY AND ENQUIRY IN THE EVENT OF ACCIDENTS.

Article 17.

Both the Finnish State Railways and the Russian Railways shall be responsible under the laws of their respective countries for loss of or damage caused to goods until such time as the charge for such goods is paid by the receiver, after which the responsibility for the care of the goods shall devolve upon the owner. Should the goods, however, be damaged or completely destroyed owing to the fault of the railway, on the section Rajajoki-Valkeasaari (both stations included), the railway which caused the damage or complete loss of the goods shall be held responsible.

In regard to the transport of goods in covered waggons belonging to the foreign country the railway which owns the waggons shall be responsible for damage to the goods caused through the ordinary wear and tear of the superstructure and covering of the waggon.

Article 18.

When trains belonging to the Finnish State Railways run on the lines of the Russian Railways or when trains belonging to the Russian Railways run on the lines of the Finnish State Railways in the section Rajajoki-Valkeasaari, and during the stoppage of a train at a foreign station, the locomotive and train crews shall carry out any orders given by the guard of the train.

V. CONDITIONS GOVERNING THE RECIPROCAL USE OF GOODS-WAGGONS.

A. Conditions governing the use of Finnish Goods-Waggons transferred loaded from Finland to Russia.

Article 19.

The Finnish State Railways shall as far as possible provide for the carriage of goods to Russia both in whole train-loads and also in single waggon-loads, Finnish goods-waggons suitable in all respects (covered and open) with a tonnage capacity of at least 9½ tons.

Article 20.

The waggons shall be transferred to the Russian railways for a stated time.

Article 21.

The Russian Railways shall be entitled to allow these waggons to run as far as stations which belong to the section of which Petrograd is the centre, but in no case further.

Article 22.

The period allowed for the use of Finnish waggons on Russian Railways shall be 15 days. For the use of rolling-stock waggon rent shall be charged for in gold francs as follows :

Category of waggon	Tonnage capacity of waggon	Rent of waggon per day
I	9 ½—12	3.89 gold francs.
II	15—17	5.70 " " "
III	20 and over	7.77 " " "

Article 23.

If transferred waggons are not returned within 15 days the Nikolai Railway shall be charged demurrage as follows, in addition to the rent for the waggon :

Half the rent for every day for the first 10 days after the prescribed period ;

The whole rent for every day during the next 10 days ; and

One and a half times the rent for every day during the next 10 days.

The amounts of the rent per day plus demurrage for neglect to return rolling-stock are set forth for various tonnage capacities in the following table :

Category of waggon	Tonnage capacity	Rent of waggon per day, and demurrage for failure to return waggon		
		First 10 days	Second 10 days	Third 10 days
		Gold francs		
I	9 ½—12	5.84	7.78	9.73
II	15—17	8.55	11.40	14.25
III	20 and over	11.66	15.54	19.43

Article 24.

If the waggon has not been returned within 45 days it shall be considered as lost, and the Nikolai Railway shall be bound to pay to the Finnish State Railways, in addition to the prescribed rent and demurrage for 45 days, the full value of the waggon, as follows:

6,220	gold francs	for a waggon	of category	I.
7,775	»	»	»	»
10,365	»	»	»	»
				II.
				III.

Article 25.

In reckoning the period of transfer of Finnish waggons to the Russian railway system, the day on which the waggon is handed over and the day on which it is returned shall be considered as a day of 24 hours.

B. Conditions governing the use of Russian Goods-Waggons transferred loaded from Russia to Finland.

Article 26.

The Russian Railways shall as far as possible transfer, for the carriage of goods from Russia to Finland, Russian goods-waggons suitable in all respects (covered and open) with a tonnage capacity of 900-1000 poods (14.74—16.38 tons) and in the case of tanks 600—1000 poods (9.83—16.38 tons). The above shall be in complete trains consisting of at least 20 waggons each.

Article 27.

The waggons shall be transferred to the Finnish State Railways for a stated time.

Article 28.

Russian waggons may run on all sections of the Finnish State Railways, but on the following sections the tonnage capacity shall not exceed 610 poods (10 tons):

Värtsilä-Nurmes,
 Kuopio-Kajana,
 Suolahti-Jyväskylä-Haapamäki,
 Kerava-Borgå,
 Laurila-Rovaniemi.

The Finnish waggon-gauge and loading gauge shall not be exceeded.

Article 29.

The period allowed for the use of Russian waggons on the Finnish State Railways shall be 15 days. For the use of rolling-stock, rent shall be charged at the rate of 5.70 gold francs per waggon per day.

Article 30.

If the waggon is not returned within 15 days the Finnish State Railways shall be charged demurrage as follows in addition to the rent for the waggon :

Half the rent for every day for the first 10 days after the prescribed period ;

The whole rent for every day during the next 10 days ; and

One and a half times the rent for every day during the next 10 days.

The amount of the rent per day plus demurrage for failure to return the waggons shall be as follows :

For the first 10 days beyond the prescribed period — 8.55 gold francs.

For the second 10 days beyond the prescribed period — 11.40 gold francs.

For the third 10 days beyond the prescribed period — 14.25 gold francs.

Article 31.

If the waggon has not been returned within the 45 days it shall be considered as lost, and the Finnish State Railways shall be bound to pay to the Nikolai Railway, in addition to the prescribed rent and demurrage for 45 days; the full value of the waggon, estimated at 7,775 gold francs.

Article 32.

In reckoning the period of transfer of Russian waggons to the Finnish State Railways, the day on which the waggon is handed over and the day on which it is returned shall be considered as a day of 24 hours.

C. Conditions for the Employment of Russian Rolling Stock transferred empty from Russia to Finland.

Article 33.

In order to facilitate the despatch of goods, without transshipment, from Finland to Russia, the transfer of empty rolling-stock from Russia to Finland shall be permitted under the same conditions as in Articles 34-45 of the present Agreement.

Article 34.

The transfer of Russian empty waggons shall take place, on the application of the Commercial Representative in Finland of the Russian Socialist Federal Soviet Republic, by complete trains, for the loading of goods destined for importation into Russia from, or through, Finland.

Article 35.

Russian empty waggons shall be allotted, by complete trains :

(1) To Viborg, Kotka, Helsingfors, Hangö and Åbo stations for the loading of all kinds of sea-borne goods and all goods coming from Finland.

- (2) To Viborg station, which will then become a base for the transshipment into Russian waggons of goods of all sorts arriving from various stations in Finnish waggons.
- (3) To the sectional loading-places mentioned in Article 36 for the loading of timber.

Article 36.

The number of waggons in the Russian trains of empty waggons shall amount to :

- (1) For the loading of goods of all sorts at the stations of Viborg, Kotka, Helsingfors, Hangö and Åbo, not less than 25 waggons and not more than 40 waggons.
- (2) For the loading of timber at stations situated on the following sections of line :

Rajajoki—Kouvola,
Viborg—Hiitola—Rautu,
Antrea—Vuoksenniska,
Elisenvaara—Nyslott,

not less than 25 and not more than 40 waggons.
- (3) For loading timber at stations situated on the Hiitola-Sordavala section of line :
25 waggons.

Article 37.

If the loading of Russian empty waggons at the stations referred to in paragraphs 1 and 2 of Article 35 is not completed within 15 days after the waggons have been placed at the disposal of the consignor at the loading stations, they shall be returned to the Nikolai Railway unless some other procedure has been specially agreed upon, in each case, between the Administrations of the Finnish State Railways and the Commercial Representative of the Russian Socialist Federal Soviet Republic. Similarly, Russian empty waggons shall be returned to the railway in question in cases in which their loading with timber at the stations on the sections of the line referred to in paragraphs 2 and 3 of Article 36 has not been concluded within five days after the waggons have been placed at the disposal of the consignor at the loading-place.

Article 38.

The Commercial Representative in Finland of the Federal Socialist Republic of the Russian Soviets shall pay an indemnity to the Finnish State Railways, in respect of the distances covered on those railways by the train of empty waggons, going and coming, in the cases provided for by Article 37. The amount of this indemnity shall be determined by the tariff in force for the hauling of empty rolling-stock over the Finnish State Railways, the tare of the waggons being reckoned at 7,000 kgs.

If a train of empty waggons should be sent on to some other station on the Finnish State Railways, in compliance with a written application addressed by the Commercial Representative in Finland of the Russian Socialist Federal Soviet Republic to the Administration of the Finnish State Railways, the distance in kilometres from the point of transfer to the actual place of loading shall be deducted from the whole distance covered by the train of empty waggons on the Finnish railway system in computing the charges for forwarding the train.

Article 39.

All goods, except timber, which are to be loaded into a train of empty waggons must be collected at the same station. In the case of timber the despatch of empty waggon trains shall be allowed even if it is necessary for the timber to be loaded at two loading stations on the same route.

Article 40.

Complete Russian trains, both loaded and empty, may run over the Finnish State Railways with hand-brakes.

Of the waggons which are transferred, one in five must be fitted with screw-brakes.

Article 41.

The average speed of complete trains, including empty trains (reckoned from the time of transfer to the time of loading) and loaded trains (reckoned from the time when the loading is concluded and the commercial transactions for the forwarding of the goods are carried out, until the time when the waggons are handed back to the Russian railways), may not exceed 200 kms. in the 24 hours.

Article 42.

The Finnish State Railways may not charge the consignor of the goods demurrage for retention of Russian rolling-stock which is handed over empty, as provided in Articles 33-45 of the present Agreement.

Article 43.

The Finnish State Railways shall not pay any rent to the Russian railways for the use of Russian rolling-stock which is transferred, as provided in Articles 33-45 of the present Agreement.

Article 44.

The Finnish State Railways shall be credited, for the despatch of goods in Russian rolling-stock over the Finnish railway system, with the full freight charges laid down in the Finnish railway tariff.

Article 45.

During the period in which a complete train is retained in the Finnish State Railway system, the Nikolai Railway is entitled to have a representative in Finland to act as superintendent of the Russian rolling stock on the Finnish State Railways.

This representative shall not be in a position of authority in the Finnish State Railway system, but shall merely exercise a supervisory control over the Russian rolling-stock by obtaining daily returns from the Administration of the Finnish State Railways showing the number of Russian waggons retained, and the method in which they are being employed in the Finnish railway system.

VI. ARRANGEMENT FOR THE TRANSFER OF ROLLING STOCK.

Article 46.

The technical operation of transferring rolling-stock shall take place at the frontier station of the receiving railway, *i.e.*, for trains going from Finland to Russia at Valkeasaari station, and for trains going from Russia to Finland at Rajajoki station.

Article 47.

On the arrival of the train at the station of the receiving railway, the technical official accompanying the train shall submit the rolling-stock for inspection by the technical officials of the receiving railway station ; this inspection shall be carried out on the basis of a technical inventory previously drawn up by the authorities of the railway which is handing over the rolling-stock.

In the case of the Finnish rolling-stock, separate inventories shall be drawn up for :

- (a) Express and service waggons (including passenger carriages and goods trucks) and mail-vans ;
- (b) Waggons with complete loads ; and
- (c) Waggons with miscellaneous loads.

All the inventories referred to above must show the waggon's number and the category to which it belongs under Article 22 of the present Convention.

As regards Russian waggons, separate technical inventories shall be drawn up for :

- (a) Express and service waggons (including passenger carriages and goods trucks) and mail-vans ;
- (b) Waggons with complete loads ;
- (c) Empty waggons sent to fetch goods ; and
- (d) Waggons with miscellaneous loads.

In the case of Russian waggons, the technical inventories need only show the numbers of the waggons.

The technical inventory shall be drawn up even in case the waggon is condemned at the transfer station of the receiving railway and is not sent back within the time laid down in Article 54.

The waggons shall be checked by the technical inventories, and their examination must be completed, if they are not more than 30 in number, within three hours after their arrival. If the total is over 30, the period for examination may be extended, in proportion to the number of waggons.

Any damage or deficiencies shall be noted in a special statement. These statements and the technical inventories shall be signed by both parties.

Any waggons condemned under this Convention, as also any waggons shown on the inventories, which are missing at the time of the inspection shall be struck out of the technical inventory and the reason for doing so shall be noted thereon.

When the inspection of the waggons has been completed, an official of the traffic department of each party shall sign the duplicate of the technical inventory, after which the waggons shall be regarded as having been taken over.

Article 48.

The handing over of rolling-stock from the Nikolai Railway to the Finnish State Railways, and vice versa, shall be carried out, having due regard to the volume of traffic, either :

- (1) Between 8 a.m. and 4 p.m., by Finnish time ;
- (2) Between 6 a.m. and 10 p.m., by Finnish time ; or
- (3) Throughout the whole twenty-four hours.

The maximum numbers to be handed over in a period of twenty-four hours shall normally be :

- (a) When the exchange takes place between 8 a.m. and 4 p.m., up to 80 waggons ;
- (b) When the exchange takes place between 6 a.m. and 10 p.m., up to 120 waggons ;
- (c) When the exchange takes place throughout the whole twenty-four hours, up to 200 waggons.

The question of whether the exchange shall take place between 8 a.m. and 4 p.m., or 6 a.m. and 10 p.m., or throughout the whole twenty-four hours, shall be decided by special agreement between the administrations of the Finnish State Railways and the Nikolai Railway.

Article 49.

If the technical official of the receiving railway should not be able to examine all the waggons submitted for his inspection within the period above laid down, or if he should not attend for that purpose, all waggons which have not yet been inspected shall be regarded as being in good running order and as having been accepted, from a technical point of view.

Article 50.

When the transfer of the waggons handed over in any period of twenty-four hours has been completed, separate statements shall be drawn up by the respective parties at each of the frontier stations, in single copies, showing the amounts transferred in the twenty-four hours. These statements shall be drawn up on the basis of the technical inventories, signed by the respective parties (see Article 47), and the parties who draw them up may not raise any objections to the said inventories ; no erasures shall be allowed in the documents and any corrections must be specifically indicated and confirmed by the respective parties.

These documents must be submitted to the other party for examination the day after the handing over of the rolling-stock, and must be signed and returned on the same day with any modifications, as provided above.

Note.— Periods of twenty-four hours for the handing over of stock shall be reckoned from midnight to midnight by Finnish time.

Article 51.

If it is found, when the transfer takes place, that a loaded waggon is unfit to proceed further, owing to technical defects, the waggon in question shall be unloaded at the receiving railway station at the cost of the handing-over railway. The charges for the unloading of such waggons shall be as follows :

	Gold frs.
For Finnish State Railway waggons of category I,	5.18
For " " " " " " II,	7.77
For " " " " " " III,	10.36
For Russian waggons... ..	7.77

In case special measures have to be taken for the unloading of waggons which are technically defective, the cost of unloading shall be fixed by agreement between the receiving and handing-over railways. If no agreement can be reached, the handing-over railway must carry out the unloading at its own cost, at the frontier station either of the receiving or of the handing-over railway.

Article 52.

Waggons which have been rejected on technical grounds shall be returned to the handing-over railway and entered in the register of rejected waggons with an explanation of the reasons for their rejection.

Note. — As regards the technical inventories, protocols, documents and registers of rejected waggons, referred to in Articles 47, 50 and 52, forms of agreed pattern shall be employed, and the proceedings in connection with the matter shall be drawn up in the Finnish and Russian languages in as many copies as may be fixed by agreement.

Article 53.

The interior of empty waggons which are handed over must be scrubbed and cleaned. Waggons which have not been cleaned shall be rejected.

Article 54.

Empty and loaded waggons, which are handed over, with a view to transfer, must, if they are rejected, be returned to the handing-over railway, after their loads have been transhipped as laid down in Article 51, within 24 hours after the time at which the said waggons were handed over for transfer. Waggons which are not returned within that time shall be regarded as having been duly taken over.

Article 55.

In order to provide for the necessary running repairs of Finnish waggons of Finnish pattern at the railway centre of Petrograd, the Finnish State Railways shall hand over to the Nikolai Railway the following spare parts :

Axle boxes, upper portions	5	at a cost of	60.00	marks	each.
" " lower. portions	10	" "	100.15	"	
Bearing springs	7	" "	303.70	"	
Brake blocks	8	" "	25.00	"	
Buffer cases	4	" "	91.20	"	
Buffer plungers :					
With convex head	2	" "	35.00	"	
With flat head	2	" "	35.00	"	
Journal bushings	5	" "	45.00	"	
Wheel sets	5	" "	9,040.00	"	

As these spare parts are taken into use the supply shall be made up by the Finnish State Railways, on application to the Nikolai Railway.

The spare parts specified above shall be handed over in return for cash payments effected between the Administration of the Finnish State Railways and the Commercial Representative of the Russian Socialist Federal Soviet Republic in Finland.

Article 56.

When carrying out technical inspections the technical officials of the Finnish State Railways and the Nikolai Railway shall follow the special instructions drawn up in conjunction by the above railway administrations and issued for guidance, under the title of "Instructions for technical officials at the handing-over stations of Rajajoki and Valkeasaari."

VII. EMPLOYMENT OF LOCOMOTIVES.

Article 57.

Trains and single waggons destined for transfer shall be hauled by locomotives of the handing-over railway: *viz.* by the Finnish State Railways' locomotives in the direction from Finland into Russia, and by the Nikolai Railway's locomotives in the direction from Russia into Finland.

Article 58.

When goods consigned from Finland to Russia have to be transhipped at Rajajoki Station, on the demand of an official of the Russian Socialist Federal Soviet Republic, the necessary number of waggons shall be hauled from Valkeasaari to Rajajoki, and from the latter place back to the former, by Russian locomotives.

VIII. TRAIN TRAFFIC AND COMMUNICATIONS BETWEEN FRONTIER STATIONS.

Article 59.

Train traffic between Rajajoki and Valkeasaari station, shall be arranged by telegraph.

Article 60.

The train traffic on the section Rajajoki—Valkeasaari shall be regulated in pursuance of special instructions approved by the administrations of the Finnish State Railways and the Nikolai Railway and issued for guidance under the title of "Rules for the regulation of train traffic and communications between the frontier stations of Rajajoki and Valkeasaari."

IX. THE RIGHT OF RAILWAY OFFICIALS TO PASS THE FRONTIER.

Article 61.

The railway staff at Rajajoki and Valkeasaari stations who are employed on the technical work of the transfer of trains must be in possession of special passes entitling them to cross the frontier. The passes in question shall be drawn up by the Finnish State Railways for their own staff and by the Nikolai Railway Administration for Russian railway staff; they must bear the visa of the frontier administrative authorities of both countries.

The number of officials of either country to whom the above passes may be issued shall be as follows :

Station inspector	1
Transfer officials	3
Technical representatives	7

The visas issued by the respective administrative authorities, as mentioned above, shall be valid for one month.

Article 62.

In connection with the exchanges of locomotive and train crews, officials belonging to these categories, up to the numbers given below, for each train to be transferred, shall be authorised to cross the frontier on the train or single locomotive, provided they are in possession of service passes issued by the railway authorities, *viz.* :

- 1 Engine-driver,
- 1 Fireman,
- 1 Guard,
- 1 Brakesman.

Article 63.

Railway employees accompanying mail-waggons and service waggons, up to a total of two persons per waggon, shall be allowed to cross the frontier and travel to the destination of the waggon, provided that they are in possession of service passes drawn up by the Administration of the railway on whose books the waggon is registered.

Officials and other personnel of the Postal Service who accompany mail-vans shall be allowed to cross the frontier under special agreements between the postal administrations of the two countries.

Article 64.

The duty of ascertaining that officials, who accompany trains or single locomotives, are in possession of the necessary passes shall be carried out by the Frontier Administrative Authorities of the respective countries while the train or single locomotive is stopped in front of the bridge. This inspection must be completed by the respective parties within ten minutes from the time when the train or locomotive has come to a standstill.

X. EMPLOYMENT OF THE TELEGRAPH BY THE TWO PARTIES AND THE TRANSMISSION OF SERVICE COMMUNICATIONS.

Article 65

Service telegrams concerning railway traffic shall be transmitted free of charge by the Finnish State Railways and the Russian Railways.

When service telegrams are despatched from the Finnish State Railways' instrument to the Russian State Railways' instrument, and vice versa, the Latin alphabet shall be employed. When train telegrams are despatched over the section Rajajoki—Valkeasaari the alphabet to be used

shall be determined by agreement between the administrations of the Finnish State Railways and the Nikolai Railway.

Service communications between the Finnish State Railways and the Russian Railways shall be transmitted free of charge in passenger trains stopping at special stations. Communications shall be enclosed in sealed or gummed envelopes.

Such packets must not contain coin or objects of value, or articles which are not connected with the railway service, but exclusively service correspondence, technical instructions and so on.

The following shall be entitled to exchange service telegrams and service correspondence free of charge :

A. *In Finland*, the following officials of the Administration of the Finnish State Railways :

- (1) The General-Manager, the Assistant-Manager ;
- (2) The Superintendents of traffic, permanent way and locomotives ; the traffic and telegraph Superintendents.

In District II (Viborg) of the Finnish State Railways :

- (3) The District Superintendent of District II ;
- (4) The Assistant Superintendents of traffic, permanent way and locomotives and the telegraph superintendent ;
- (5) The Station Inspector at Rajajoki.

B. *In Russia* :

- (1) The Chairman of the Petrograd District Transport Committee.
- (2) The head of the Nikolai Railway.
- (3) The heads of departments of the Nikolai Railway, *i.e.*, the heads of the traffic, locomotive, permanent way and telegraph sections.
- (4) The District Superintendent of the frontier district ; the permanent way and locomotive engineer ; the telegraph-control mechanics and the telegraph inspector.
- (5) The station inspector at Valkeasaari.

Article 66.

The officials of the Finnish State Railways and Nikolai Railway enumerated in Article 65 must indicate their official positions by adding the following alphabetic notation after their signatures :

	Latin Alphabet.	Corresponding Russian letters.
A. <i>In Finland</i> :		
Officials of the Finnish State Railways Administration :		
The General-Manager	PT	ПТ
» Assistant-Manager	PTA	ПТА
» Traffic Superintendent	LT	ЛТ
» Permanent Way Superintendent	RT	РТ
» Locomotive Superintendent	KT	КТ
» Traffic Superintendent	LKT	ЛКТ
» Telegraph Superintendent	TLT	ТЛТ

	Latin Alphabet.	Corresponding Russian letters.
In District II of the Finnish State Railways :		
The Manager of District II	PP	ПП
» Assistant Traffic Superintendent	LTA	ЛТА
» » Permanent Way »	RTA	РТА
» » Locomotive Superintendent.	KTL	КТЛ
» Telegraph Superintendent	TLR	ТЛР
» Station Inspector of Rajajoki	AP	АП

B. *In Russia :*

The Chairman of the Petrograd District Transport Committee	RN	РН
The Head of the Railway	N	Н
» » of the Traffic Dept.	D	Д
» » of the Permanent Way Dept.	P	П
» » of the Locomotive Dept.	T	Т
The Director of Telegraphs	CH	Ш
» District Superintendent of Traffic	DN	ДН
» Permanent Way Engineer	PÖ	ПЧ
» Locomotive Engineer	TÖ	ТЧ
» Telegraph Control Engineers	CHÖ	ШЧ
» Telegraph Controller	CHN	ШН
» Station Inspector at Valkeasaari	DS	ДС

XI. SETTLEMENT OF ACCOUNTS BETWEEN THE RAILWAY ADMINISTRATIONS.

Article 67.

At the close of every month the administrations of the Finnish State Railways and the Nikolai Railway shall submit to each other in triplicate accounts of the expenses incurred in virtue of the present Agreement, after deducting expenditure under the head of recoverable charges (see Article 16) and spare parts (see Article 55).

Article 68.

Separate accounts shall be made out for :

- (1) Rent of waggons and demurrage (see Articles 22, 23, 29 and 30),
- (2) Lost waggons (see Articles 24 and 31),
- (3) Running repairs (in conformity with the technical instructions, see Article 56 of this Agreement),
- (4) Lost or damaged waggon fittings (in conformity with the technical instructions, see Article 56 of this Agreement),
- (5) transshipment charges (see Article 51).

Accounts for the use of waggons shall be made out after the waggons have been returned to the railway to which they belong, and must show the numbers of the waggons, the time during which they were transferred, and the numbers of the technical inventory.

Accounts must be accompanied by the following documents as vouchers :

- (a) Those named in (3) above by a copy of the Protocol which has to be drawn up ;
- (b) Those named in (4) above by a copy of the inventory, signed by both parties, showing the articles of equipment of open waggons of the Finnish State Railways belonging to Series O and H ;
- (c) Those named in (5) above by an extract from the register of rejected waggons.

The accounts must be signed, as regards the waggons of the Finnish State Railways, by the Head of the Audit Office of the Transportation Credit Department ; and as regards waggons of the Nikolai Railway, by the Head of the Accountancy Section of the Railway Administration.

All the accounts must be accompanied by documents showing the method of accounting adopted, due observance being paid to the special instructions contained in this Article, the number of the account, the month in respect of which it is drawn up, and the total. The document must be signed by the persons named above.

If an amount which properly belongs to a particular month has not been included in the account, it must be taken up in the next month's account, with a reference to the original account to which it belongs.

Article 69.

The Administration which receives the account must examine it, approve it, either wholly or in part, or else decline to approve it, and must so inform the Administration which has submitted the account within 30 days after receipt thereof.

Notifications of this kind must contain the reasons for which the account has been either wholly or partly disapproved.

If no protest is made within the above-mentioned period by the Administration which receives the account, the latter shall be regarded as having been fully approved.

Article 70.

The Administration which submits an account must, if it receives any objections to the said account, announce its acceptance or rejection of these objections within 15 days reckoned from the day on which the objections are received.

Article 71.

The other Administration must, after receiving back the objections from the Administration which submitted the account, return a final answer in regard to the matter within 15 days after receiving the objections.

If no agreement can be reached on the matter, the question shall be referred for final decision to an arbitrator, who shall be appointed separately for each occasion. To assist the said arbitrator, each party shall, within 15 days, nominate two members who shall, in turn, elect a chairman.

Article 72.

The accounts, and any corrections, shall be submitted through the Station Inspectors at the frontier stations of Rajajoki and Valkeasaari, under the same arrangements as those laid down

for service correspondence ; in such cases the date of the receipt of accounts or corrections shall be reckoned as the day on which the respective station inspectors gave an acknowledgment for the envelope containing them. The time taken by the frontier authorities to examine the contents of the envelope containing accounts or settlements must not exceed 12 hours.

Article 73.

When an account has been fully approved, the Administration which has received it shall retain one copy for itself and return the second copy to the Administration which submitted the account, the third copy being forwarded to the Commercial Representative in Finland of the Russian Socialist Federal Soviet Republic. If an account is approved only in part, the Administration which received the account must transmit an extract of the portion which is disputed to the Administration which submitted the account, and must send a similar extract to the Commercial Representative in Finland of the Russian Socialist Federal Soviet Republic. The same procedure shall be adopted in regard to the portion of the account which is disputed, if agreement is reached in regard to it ; an extract from it is sent by the Administration which received the account to the Administration which drew it up and also to the Commercial Representative in Finland of the Federal Socialist Republic of the Russian Soviets.

Article 74.

Settlements between the Administrations of the Finnish State Railways and the Nikolai Railway concerning fully approved accounts and amounts in regard to which agreement has been reached, but which are included among the disputed portion of the accounts, shall be carried out through the agency of the Commercial Representative in Finland of the Russian Socialist Federal Soviet Republic ; for this purpose the said representative shall, on the first of every month, make out in gold francs the balance of all the accounts which have been received, and shall inform the Administration of the Finnish State Railways of the amount of its credit or debit balance.

The payment of the balance due to either of the parties shall be effected at latest on the fifth of every month at the head office of the Administration of the Finnish State Railways, or at the office of the Commercial Representative in Finland of the Russian Socialist Federal Soviet Republic, as the case may be. Payments made in this connection to the head official of the Finnish State Railways shall be in Finnish gold marks or such other currency as may be agreed upon, and payments made to the head official of the Nikolai Railway shall be in Russian gold marks or in such other currency as may be agreed upon.

The amounts computed in gold francs shall be converted to their respective currencies at the exchange rate for Swiss francs on the day preceding the date of payment.

XII. COMING INTO FORCE, RATIFICATION AND DURATION OF THE AGREEMENT.

Article 75.

The present Agreement shall come into force ten days after the date of signature.

The present Agreement shall remain valid until such time as the Convention regarding direct passenger and goods traffic between Finland and Russia can come into force. Nevertheless, either of the Contracting Parties shall be entitled, even before that date, to denounce this Agreement, which shall, in that case, cease to be valid six months after the date on which it is denounced.

Article 76.

As soon as the present Agreement comes into force the transfer of Finnish goods-waggon to the Russian Railways, under the Agreement concluded on September 7, 1921, between the Administrations of the Finnish State Railways and the Commercial Representative in Finland of the Russian Socialist Federal Soviet Republic, shall cease, and any subsequent transfers of waggons shall be effected in conformity with the provisions of this Agreement. The Agreement of September 7, 1921, shall cease to be valid and shall only be applied so far as is necessary for the liquidation of any engagements entered into between the Parties in connection with the employment of waggons which were transferred before the coming into force of the present Agreement.

Article 77.

The original of this Agreement has been done in two copies in the Finnish, Swedish and Russian languages and all three texts shall be equally authentic.

In faith whereof the Plenipotentiaries of the two Contracting Powers have signed the present Agreement with their own hands and have thereto affixed their seals at Helsingfors on December, 14, 1921.

A. AHONEN.
A. HACKZELL.
A. E. ALFTHAN.
P. J. HYNNINEN.
VÄINÖ HUPLI.
A. G. SCHLICHTER.
A. S. TCHERNYKH.
A. P. ZELENOY.
A. M. IGNATIEW.
A. M. SMIRNOW.