HONGRIE ET ROUMANIE

Convention concernant le régime des eaux des territoires limitrophes et la liquidation des syndicats de défense contre les inondations, coupés par la frontière, avec annexes et protocole de signature, signés à Bucarest, le 14 avril 1924.

HUNGARY AND ROUMANIA

Convention regarding the Hydraulic System of the Coterminous Territories and the Dissolution of the Floods Protection Associations divided by the Frontier, with Annexes and Protocol of Signature, signed at Bucharest, April 14, 1924.

¹ Traduction. — Translation.

No. 1113. — CONVENTION ² BETWEEN HUNGARY AND ROUMANIA REGARDING THE HYDRAULIC SYSTEM OF THE COTERMINOUS TERRITORIES AND THE DISSOLUTION OF THE FLOODS PROTECTION ASSOCIATIONS DIVIDED BY THE FRONTIER, SIGNED AT BUCHAREST, APRIL 14, 1924.

French official text communicated by the "Chargé des Affaires" of the Royal Hungarian Delegation accredited to the League of Nations. The registration of this Convention took place February 27, 1926.

HIS SERENE HIGHNESS THE REGENT OF HUNGARY and HIS MAJESTY THE KING OF ROUMANIA, being equally desirous of fulfilling the provisions of Articles 292 and 293 of the Treaty of Trianon, and also desirous, in the common interest, of maintaining at its present standard of efficiency, the work of the two parts of the Floods Protection Associations dividedby the frontier, and of settling at the same time the future relations between the two parts of the associations with a view to avoiding any danger of flood which may threaten the territories concerned of either of the High Contracting Parties, have decided to conclude a Convention concerning the hydraulic system of the coterminous territories and the dissolution of the Floods Protection Associations divided by the frontier betwee Roumania and Hungary, and have for that purpose appointed as their Plenipotentiaries:

HIS SERENE HIGHNESS THE REGENT OF HUNGARY:

M. R. DE WODIANER, Envoy Extraordinary and Minister Plenipotentiary;

HIS MAJESTY THE KING OF ROUMANIA:

M. Nicolas N. Filodor, Envoy Extraordinary and Minister Plenipotentiary, Secretary-General of the Royal Ministry of Foreign Affairs,

Who, having communicated their full powers, found in good and due form, have agreed on the following Articles:

A. GENERAL PROVISIONS.

Article 1.

The High Contracting Parties undertake, in conformity with the provisions of Article 292 of the Treaty of Trianon, to refrain from taking any unilateral action which might have an adverse effect on the hydraulic systems of the adjoining districts, or undertaking any works likely to modify existing conditions in a manner unfavourable to the other Contracting Party.

¹ Traduit par le Secrétariat de la Société des Nations.

¹ Translated by the Secretariat of the League of Nations.

² The exchange of ratifications took place at Budapest, December 3, 1924. See No. 1106, Vol. XLV, page 325 of this Series,

At the same time the Contracting Parties undertake to maintain in good repair all installations belonging to the State and employed under the existing hydraulic system, and to see that the private persons or associations concerned fulfil all their obligations in this respect.

This undertaking shall in no way limit the right of the Contracting Parties to undertake in their own territory works of a purely local character which cannot have any effect on the territory of the

other Contracting Party.

It being to the advantage of both countries to provide for protection against floods and for the canalisation of inland waters, the Contracting Parties undertake to maintain, or cause to be maintained, in good repair all hydraulic works in one country which also serve as protective works for the territory of the other country.

In case of dyke-bursts or other unforeseen events likely to produce floods in the territory of the neighbouring State, the competent local authorities of the threatened territory shall be warned

of the situation by the most rapid means available, without diplomatic formalities.

Article 2.

Should new works be carried out which might affect the hydraulic system of the territory of the other Contracting Party, an agreement shall be concluded before such works are undertaken concerning the manner of their execution and the share of the cost to be borne, or the compensation to be paid, by each national association.

Article 3.

The Contracting Parties guarantee to each other the right to utilise waters intersected by the frontier or running along the frontier and the upkeep and working of the respective waterworks.

Article 4.

In order to avoid delay in taking the necessary measures against floods, the Royal Roumanian Government shall, when there is danger of flooding, notify the Hungarian Department of Hydraulic Works at Budapest of the water-level as measured daily at Alba Julia, Arad, Chişineu, Ineu, Tinca, Ciucea, Oradia-Mare, Marghita, Moftinul Mic, Satu Mare, and Dej. The water-level at Gurahont shall be communicated direct to the Hungarian Hydraulic Office at Gyula.

For its part, the Royal Hungarian Government shall communicate the like measurements as taken at Makó, Szeged, Békés, Körösladány, Vásárosnamény, and Tokaj, to the Director of the

Hydraulic Service at Cluj.

B. QUESTIONS CONNECTED WITH THE HYDRAULIC ASSOCIATIONS.

I. GENERAL PROVISIONS.

Article 5.

The former members of associations for protection against floods and the canalisation, conservancy and utilisation of waters, the property of which associations is now, as a result of the frontierline, situated in the territory of the other Contracting Party, shall cease to be members of the former association. In future, therefore, they will only be bound to meet the obligations arising from business of interest to both parties and defined in the present Convention.

Each of the two parts of associations which have been separated by the frontier shall, wherever possible, be formed into a separate association. If this cannot be done, the Contracting Parties shall see that the obligations of one of the parts of the association towards the other part are discharged.

Article 6.

All works (dykes, canals, locks, and miscellaneous fixtures, including watchmen's dwellings, etc.), shall be merged, without any compensation, into the property of that part of the former association on whose territory they are situated.

The remaining property of the former associations which does not form part of the hydraulic works and their appurtenances, as also the commitments of the associations, shall be divided between

the two parts of the associations in the percentage fixed for each association.

All data, files, plans, documents, etc., in one country which concern an association in the territory of the other Contracting Party, and are required for the administration of that territory, shall be transmitted, either in the original or in copies, to the persons concerned free of charge and as soon as possible. The Contracting Parties shall see that each part of an association hands over to the other part, free of duties or charges, all immovable property and securities which have been divided in kind.

Copies of the plans, maps, documents, etc., concerning the territory of one part of an association

shall in future be placed free of charge at the disposal of that part when it so requests.

Article 7.

The general regulations for the settlement of financial questions will be found in Annex IX to

the present Convention.

The Contracting Parties agree to entrust the settlement to a Financial Commission consisting of one expert from each State. It shall be the duty of this Commission to establish definitely all sums owed and owing on the basis of the percentages fixed for each association, taking into account the financial legislation of the Contracting Parties and the provisions of the present Convention.

The Financial Commission shall meet and shall commence its work within three months following the ratification of the present Convention.

Article 8.

With a view to settling the questions and regulating for the future the work referred to in Article I, as soon as possible, each Contracting Party shall appoint one technical expert. These experts shall get into direct touch with one another, and shall, when necessary, take action on the spot.

A report on the measures taken shall be submitted for ratification to the two Governments, which shall take such further action as they may deem necessary. Should the Contracting Parties be unable to agree as to the procedure to be followed, the question shall be laid before the Permanent Technical Hydraulic Commission of the Danube, set up under Article 293 of the Treaty of Trianon.

Article 9.

In case of danger arising from dyke-bursts in the territory of the associations, the Contracting Parties shall appoint special commissioners with full powers to reach an agreement and take all necessary steps to reduce the danger, to safeguard life and property, to recanalise the flood-waters, etc.

Article 10.

Should the urgent steps to be taken reciprocally for protection against flood necessitate direct telephonic communication between the officials managing the two parts of the former associations, or between the representatives appointed under Article 9, the technical experts referred to in Article 8 shall, after examining the question, submit proposals to the Governments concerned.

Article II.

Within the limits of the present Convention, the following associations shall be wound up:

1. Ecsed (Eced) marsh drainage, and Somes (Szamos) left bank floods protection and conservancy association;

2. Lower Nyir (Nir) Conservancy Association;

- 3. Berettyó (Beretau) Conservancy and floods protection association;
- Crişul Repede (Sebes Körös) floods protection association;
 Crişul Negru (Fekete-Körös) floods protection association;

6. County of Arad floods protection association;

- 7. Lower Crişul Alb (Alsó-Fehér-Körös) floods protection and conservancy association;
- 8. Szárazér (first) drainage association.

The details concerning these associations, namely:

I. The fixing of the percentage to be used as a basis for liquidation;

II. The assets of the former single association;

III. Debts and obligations of the former single association; and

IV. The regulations concerning these details;

are set out in Annexes I-VIII of the present Convention.

Should it be found necessary, when the actual dissolution is taking place, to modify any of the provisions of Annexes I-VIII of the present Convention, owing to unforeseen or at present unknown circumstances, the Governments of the Contracting Parties shall take such steps as may be required.

Article 12.

In future the cost of upkeep of floods protection and conservancy works in the territory of associations divided by the frontier shall in general be borne by that part of the association in whose territory such works are situated.

In view of the fact that in years of exceptional rainfall the cost of working the pumps may fall more heavily on one or other part of the association, the Contracting Parties agree that it will be necessary to examine the details of working expenses in previous years, taking into account the altered circumstances, in order to estimate the increase which may occur in working expenses.

It will be the duty of the technical experts referred to in Article 8 of the present Convention to examine this question and submit a report to their Governments within nine months as from the date of the ratification of the present Convention.

Article 13.

The questions connected with the Mezöhegyes running-water canal which is the property of the Mezöhegyes estate and is intersected by the frontier, shall be settled by special agreement. The

questions concerning this canal and the Roumanian and Hungarian parts of the Szárazér (first) Drainage Association shall be settled in the same agreement. Seeing that the questions connected with this canal are principally technical, all matters relating to the canal shall be settled by the technical experts mentioned in Article 8 of the present Convention. The persons concerned shall be invited to take part in these negotiations.

C. FINAL DISPOSITIONS.

Article 14.

Any disputes which may arise when the present Convention comes to be applied shall be settled in conformity with the provisions of Articles 292 and 293 of the Treaty of Trianon.

Article 15.

The present Convention shall be ratified, and the ratifications shall be exchanged at Budapest as soon as possible.

The Convention shall come into force eight days after the exchange of ratifications.

Article 16.

The present Convention may, at the request of one of the Contracting Parties, be modified

five years after its entry into force.

Should neither of the Contracting Parties make a request to this effect six months prior to the expiration of this period, the present Convention shall remain automatically in force for a further period of five years.

In faith whereof the above-mentioned Plenipotentiaries have signed the present Convention and have affixed their seals thereto.

Done at Bucharest in two original copies on April 14, 1924.

(L. S.) (Signed) R. DE WODIANER.

(L. S.) (Signed) N. N. FILODOR.

ANNEX I

RELATING TO THE ASSOCIATION FOR THE DRAINAGE OF THE ECSED (ECED) MARSH, THE PROTECTION OF THE LEFT BANK OF THE SOMES (SZAMOS) AGAINST FLOODS, AND THE CONSERVANCY OF THE INLAND WATERS OF THE ASSOCIATION'S AREA.

The particulars of the dissolution of this Association as	re as follows :	
I (a) Total territory 162 866 acres (arp.	cad) (r. 125 toings)	
I (a) Total territory 162,866 acres (arp. Belonging to Hungarian part 78,637 arp. cad.	= 1 208 "	19 292 0/
Defonging to Roumanian part 04.200 " "	= 1,300 " = 127 "	48.283 % 51.717 %
1 (b) Total net income	1,279,510.92 crs.	31.717 70
fiungarian	660,410.46 » =	51.599 %
Koumanian	619,100.46 » =	48.401 %
I (c) Basis of participation in expenses:	•	, , , , , ,
1. For loans, 515,384.95 arpents, of which the		
Hungarian share is	293,282.27 arp. =	56.9 %
Hungarian	77,698.25 crs.	. 0.0/
Roumanian	37,136.98 » 40,561.27 » =	47.8 %
	40,501.27 » =	52.2 %
Assets.		
II (a) Cash and A 11	Hungarian	Roumanian
II (a) Cash on April 1, 1920, at Careii-Mari in stamped crowns		
II (b) Reserve funds in the Royal Hungarian		20,846.95 crs.
Treasury.		
Guarantee for the loan of 5,500,000 florins	161 150 050	
000,000 ilorins	261,250.— crs. 29,400.— »	
11 (c) Reserve Fund for flood protection in the	29,400.— "	
nungarian Commercial Bank at Pest ·		
4 % Bonds for the dismortgaging of the ground	4,000 »	
4 % Bonds for the dismortgaging of the ground 4 % Bond of the Hungarian Land Bank, nominal	• •	
value	36,000.— »	
II (d) Capital funds: 1. Pensions fund, Headquarters of Association,		
building costs	7.4.770	
(a) 6 % war loan, second issue, subscribed for at	147,118.11 »	
the Central Savings Bank at Careii-Mari and deposited		
in the riungarian Bank at Budapest, nominal value	20,000, »	
(0) 0 % War loan, fifth issue subscribed for at the	•	
Central Savings Bank at Carell-Mari and deposited at the		•
Hungarian Bank at Budapest, nominal value	25,000 »	
(c) 6 % war loan, seventh issue, deposited at Debreczen in the Hungarian General Credit Bank		
(d) Cash in hand on September 1, 1923	20,000 »	
Donas		26,066.08 lei
The bolius are deposited at the Central Savings		22,500.— »
Bank at Oradia-Mari).		
2. Funds from the sale of land on September 1, 1923:		
(a) 6 % war loan, first issue, at the Credit Bank		
at Debreczen (b) 6 % war loan, sixth issue, at the Credit Bank	30,000 »	
at Debreczen		
(c) War loans at the People's Bank at Careii-Mari:	5,000 »	
6 % 1st issue	30,000 »	
6 % 2nd issue	20,000, »	
0 % 5th issue	25,000.— »	
0 / ₀ OUR ISSUE	20,000 »	
6 % 2nd issue. 6 % 5th issue 6 % 6th issue 5 ½ % 8th issue Nominal value.	12,000 »	
		107,000.— crs.
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(d) Cash deposited at the Italo-Hungarian Bank,	Hungarian	Roumanian
3. Funds for damage caused by fire:		22,869.08 lei
(a) 5½% war loan, 8th issue, at the State Bank at Careii-Mari		13,000.— crs.
Caren-Mari		1,726.10 lei
I. On Hungarian territory, 23 arpents of flood ground.		
2. On Roumanian territory, 324 arpents and 729 toises of flood ground at 1200. 3. Headquarters of Association (see II (d), 1,		
Pensions fund), II (f) Movable property:		
1. Central inventory at Careii-Mari installations, maps, plans, instruments, &c., purchase price		128,168.24 crs.
plans, instruments, &c., purchase price 3. Excavator on Roumanian territory II (g) Arrears of contributions towards general	41,632.67 crs.	50,140.52 »
work and upkeep on April 1, 1920	133,827.— »	107,310 »
Liabilities. III (a) Mortgage loans:		
I. With the Hungarian Land Bank, 11 million crowns, of which there remained on April 1 1920	4,031,076.— »	
2. With the Hungarian Land Bank, 1,200,000 crowns, of which there remained on April 1, 1920	464,031 »	
3. Joint debt on the floating loan at the Hungarian Commercial Bank at Pest, on April 1, 1920	293,828.53 »	
amortisation of loans on April 1, 1920 (Sum subsequently paid by the Hungarian parties concerned and repayable when the bank debts are	322,396.— »	182,304.— »
allocated.) III (c) Debt in cash: People's Bank at Careii-Mari on April 1, 1920		
(Roumanian stamp)		144,287.78 »
From September 1, 1920, to October 31, 1923 From April 1, 1920, to August 31, 1920 (Rou-		435,148.— lei
manian stamp) III (e) Officials' pensions and pensions granted as a favour, charged to the budget, from April 1, 1920, to October 31 1923:		103,812.— crs.
On Hungarian territory	14,018.23 »	1,305 »
		9,317.88 lei

Provisions regarding the above-mentioned data.

With reference to I (c). — The assets and liabilities of the Association shall be allocated between the parts on the basis of the following percentages: 1. for the amortisation loans of the Association the Hungarian share shall be 56.9%, the Roumanian share 43.1%; 2. for the administration, etc., of the Association, the Hungarian share shall be 47.8%, the Roumanian share 52.2%.

The amortisation and floating loans enumerated in paragraph III (a) and the guarantees referring to the loans mentioned in paragraph II (b) shall be allocated on the basis of the percentage in paragraph

I (c) I, while all other property, whether assets or liabilities, mentioned in the statement, shall be allocated on the basis of the percentage in paragraph I (c) 2.

With reference to II (d) 1. — The headquarters of the Association at Careii-Mari, the property of the pensions fund, shall be sold by auction. The reserve price shall be fixed by the local authorities with the assistance of representatives of the two parts of the Association.

The rent to be paid between November 1st, 1923, and the date of the sale of the headquarters shall be divided between the two parts of the Association on the basis of the percentage indicated in paragraph

I (c), after the deduction of any expenses.

With reference to II (e). — Of the flood ground belonging jointly to the two parts of the former Association, situated along the Kraszna (Crasna) and not serving its original purpose, 23 Hungarian acres (arpents) shall revert in kind to the Hungarian part and 23 Hungarian acres to the Roumanian part. Of the remaining 301 Hungarian acres, 729 "toises" situated on Roumanian territory, 12 Hungarian acres shall be ceded in kind to the Roumanian part, without compensation, for the purposes of work supplementary to the hydraulic installations on the Kraszna (Crasna), while the remaining 289 acres, 729 "toises" shall be sold by auction with the assistance of representatives of the two parts of the Association. The purchase price shall be divided between the Hungarian and Roumanian parts on the basis of the percentage mentioned in paragraph I (c) 2 and the quota falling to the Hungarian part shall be assigned to it by the Roumanian part.

With reference to II (f) I-2. — The movable property included in the inventories at the Central Offices at Careii-Mari and Ecsed hall be distributed in kind between the two parts according to the percentage given in paragraph I (c) 2. Allocation shall be effected by representatives of the two parts of the Association, account being taken of the purchase price and normal depreciation.

The movable property in the possession of the Hungarian part at Ecsed shall remain the property of that part. The value of this movable property shall be deducted from the total value of the movable

property to be transferred to the Hungarian part.

In view of the fact that in Roumanian territory the boundary marks were placed by the former Association, the 1,720 milestones at the watchman's house at Berveni shall be handed over to the Hungarian part without compensation. The cost of the transport of movable property at Ecsed or at Careii-Mari and the transport of the milestones from Berveni to the frontier shall be borne by the two parts of the Association in the proportion mentioned in paragraph I (c) 2.

With reference to II (f) 3.— The two parts of the Association being equally in need of the excavator, the latter shall be provisionally regarded as the joint property of the two parts of the Association. Should this excavator be sold, the proceeds shall be divided between the two parts of the Association on the basis of the percentage laid down in paragraph I (c) 2. The two parts of the Association shall agree as to the method of using this excavator and as to its possible sale. The two Contracting Parties undertake to facilitate the execution of agreements relating thereto.

With reference to III (d). — The share of the salaries of officials due from the Hungarian part on the basis of the percentage indicated in paragraph I (c) 2, shall be repaid by that part to the Roumanian part.

With reference to III (e). — The legal pensions and pensions granted voluntarily, payable out of the funds of the two parts of the Association, shall be allocated between these two parts according to the

percentage given in paragraph I (c) 2.

As regards the personnel of the former joint Association, in view of the fact that M. Ladislas de Pechy, Director and Chief Engineer, and the clerk, Francis Eles, are, as from November 1, 1923, exclusively in the employ of the Hungarian representatives of the former Association, the two Contracting Parties undertake to allow these officials to change their residence. The removal costs duly checked,

shall be paid by the two parts in the proportion mentioned in Paragraph I (c) 2.

The payments to persons in receipt of regular or voluntarily granted pensions and resident in Hungarian territory, viz., Aladár Simkó, Mme Emeric Aigner, widow, Mme Charles Fogarassy, widow, Louis Matolcsy, Manyhért Barát and Michel Belényesy, shall be made by the Hungarian part of the Association; on the other hand, the payments to persons receiving regular or voluntarily granted pensions and living in Roumania, Mmes Etienne Eles, Jules Lonkay, Béla Gyene, Désidère Kovács, all widows, and MM. Paul Schell, Louis Szatmáry, and Alexander Buday, shall be made by the Roumanian part of the Association.

The salaries of the officials in the employ of the Association at the time of its dissolution, viz., MM. Ladislas Pécy, John Papp, Nicholas Wieser, Joseph Szücs, Alois Kelemen, Géza Kindy, Jules Papp, Alexander Szilágyi, Béla Kölcsey, Alexander Tarczy, Paul Mozsa, Francis Tóth, Francis Eles, and Jules Kárándy, shall be paid by the two parts of the Association in the proportion to the percentage mentioned in paragraph I (c) 2, no account being taken, at the time of their retirement, of the territory in which they performed their duties.

The amount of the legal or voluntary pension shall be fixed according to the existing regulations by that part of the Association on whose territory the retired official is living at the time of his retirement.

In view of the importance of the conservancy of the inland waters on the basis of the existing regulations, the Contracting Parties shall ensure that this service is performed in accordance with present practice in such manner as to guarantee the regular execution of the work and to avoid possible damage. The Contracting Parties both recognise that the interests of the two parts of the Association demand the execution as soon as possible of the works projected and already approved in regard to hydraulic construction serving the purposes of the former joint Association. They shall, therefore, take measures to ensure that a special agreement is concluded between the Roumanian and Hungarian parts of the Association, with the assistance of the technical experts mentioned in Article 8 of the present Convention, with a view to determining the methods of executing these works and the costs relating thereto.

ANNEX II

REGARDING THE LOWER NYIR NIR CONSERVANCY ASSOCIATION.

Data concerning dissolution:		
Total territory	24,214.— arp. cad. 1,290 toises	
Hungarian	24,163.— » » 1,498 » 99,79	%
Roumanian	—.50 » » 1,396 » 0.21	%
The share of expenses will be proportional	al to the number of acres (arpents).	

Provisions regarding the above-mentioned data.

In view of the fact that only a minute proportion of the total area, viz., 0.21 %, is in Roumanian territory, there seems no necessity for any liquidation procedure. The central offices of the Association shall therefore be instructed to settle the assets and liabilities of the Association with the interested parties in Roumanian territory on the basis of the percentage above mentioned, recourse being had, if necessary, to the assistance of the technical experts mentioned in Article 8 of the present Convention.

ANNEX III

RELATING TO THE BERETTYÓ (BERETÄU) CONSERVANCY AND FLOODS PROTECTION ASSOCIATION.

The data concerning the dissolution of this Association are as follows:

I (a) Total territory 340,547.— arp. cad. Hungarian 325,119.— » »	437 toises.	95.470 %
I (b) Total net income	3,150,072.65 crs. 3,028,187.04 » 121,885,61 »	96.131 % 3.869 %
I (c) Basis of share in costs	15,608,274.40 » 15,106,717.54 » 501,556.86 »	96.787 % 3.213 %
Assets. II (a) Cash in hand on March 31, 1920, stamped	Hungarian	Roumanian
crowns II (b) II (c) Paper securities: I. Hungarian Government Stock, 4 % gold, at the Savings Bank of the Comitat of Bihor, at Oradia-Mare,	,	177,740.70 crs
nominal value		20,000.— flor.

**	Hungarian	Roumanian
2. Hungarian Government Stock, 4 % gold, at the Savings Bank at Oradia-Mare, nominal value		
3. Hungarian Government Stock, 4 % gold, at the		10,000.— flor.
National Savings Bank of Pest, Union No. 1, nominal		
value	13,500.— flor.	
4. Hungarian Government Stock, 4 % gold, in the hands of the Association, nominal value	7 600 070	
War Loan in the First National Savings Bank at	7,600.— crs.	
Pest:		
5. 6%, Second issue 6. 5½%, Fourth issue 7. 5½%, Fifth issue 8. 5½%, Seventh issue	50,000.— »	
0. 5½ %, Fourth issue	25,000.— »	
8. 5½ %, Seventh issue	25,000 » 25,000 »	
war Loan in Savings Bank at Oradia-Mare:	<i>3.</i>	
9. 6%, Second issue		50,000 crs.
II (d) Reserve and Guarantee Funds:		25,000.— »
1. Security for the loan of 3,040,000 crowns		
borrowed from the Austrian Land Bank at Vienna and	0	
deposited in the Royal Hungarian Treasury	174,800.— »	
from the Austrian Land Bank and deposited in the Royal		
Hungarian Treasury	64,460.— »	
3. Security for the loan of 4,560,000 crowns borrowed from the Hungarian Commercial Bank at Pest		
and deposited in the Royal Hungarian Treasury	246,240 »	
4. Security for the loan of 300,000 crowns	• • •	
borrowed from the Hungarian Commercial Bank at Pest and deposited in the Royal Hungarian Treasury	16,050 »	
5. Security for the loan of 450,000 crowns	10,030 "	
borrowed from the Hungarian Commercial Bank at	•	
Pest and deposited in the Royal Hungarian Treasury . 6. Security for the loan of 385,642 crowns and for	42,150 »	
the loans of 3,440,000 crowns and 600,000 crowns, and		
for the loan of 1,557,994 crowns borrowed from the		
Hungarian Land Bank and deposited in the Royal Hungarian Treasury	70,888.71 »	
7. Telephone deposit with the Post Office and	70,000.71 "	
Telegraph Department at Oradia-Mare		395.— lei
8. Electric-light deposit		375⋅ »
On deposit at the Savings Bank of the Comitat of		
Bihor, at Oradia-Mare		3,400.— »
II (f) Immovable Property:		
Headquarters of the Association at Oradia-Mare (purchase price of the ground and cost of building		
140,406.35 gold crowns).		
(The rent obtained from the letting of the head-		
quarters of the Association, as from September 1st, 1923, shall be divided between the two parts of the Asso-		
ciation on the basis of the percentage given in para-		
graph $I(c)$.)		
II (g) Movable property, viz:		
Office furniture and installations, instruments, etc., purchase price	11,087.70 »	7,703.05 crs.
II (h) Contributions paid by the Hungarian parties	,,-,-	111-31-3
concerned since April 1, 1920, to the Association at		0.4
Oradia-Mare		75,128.69 »
(This sum shall be reckoned in favour of the Hungarian parties concerned.)		
<u> </u>		

Liabilities.		
III (a) Mortgage Loan: 1. Austrian Land Bank at Vienna (k. k. priv. Allg.	Hungarian	Roumanian
Osterr, Bodenkreditanstalt)	3,040,000 crs.	
2. Ditto	I,I72,000 »	
4. Ditto	4,560,000.— » 300,000.— »	
5. Ditto	750,000 »	
Hortobágy-Berettyó (Beretău) Canal Association)	1,557,994.— »	
III (b) Current account debts on April 1, 1920, and subsequent to that date:		
1. Savings Bank and Economic Bank of the Comitat of Bihor (borrowed between December 1929 and October		
(Of this sum 50,000 lei are registered with the headquarters of the Association.)		113,500.— lei
2. Savings Bank at Oradia-Mare, borrowed between		
March and May, 1920		50,000.— »
4. Savings Bank at Oradia-Mare, loan on security,		25,000.— »
3. Pust Office Inational Savings Bank foan on		12,500 »
6. Same Bank, loan on security, war loan, fourth	42,000.— »	
7. Same Bank, loan on security, war loan, fifth	22,000 »	
8. Same Bank, loan on security, war loan seventh	22,000, »	
III (c) Arrears of contributions to amortisation of loans on April 1, 1920. (These data will be taken into	24,000.— »	
consideration when negotiations are begun with the		
III (d) Salaries of officials from April 1, 1929 to	350,068.07 »	8,203.39 crs.
August 31, 1923	7,240,187.— »	158,472.50 » 341,537.08 lei
III (e) Pensions of officials from April 1, 1920, to December 31, 1920	6,135.— »	180.— lei
In 1921	20,766.— »	540.— crs.
In 1922	33,995.── »	2,574.— lei 4,442.50 »
From January 1, 1923, to August 31, 1923 III (f) Advance made by the Hungarian parties concerned to the Joint Association at Oradia-Mare from	113,120.— »	4,650.— »
August 5, 1921, to August 15, 1923. (This sum shall be		
reckoned in favour of the Hungarian parties concerned) .		94,184.— »

Provisions regarding the above-mentioned data.

With reference to I (c).— The percentage to serve as the basis of liquidation shall be fixed as follows: Hungarian share, 96.787 %. Roumanian share, 3.213 %; The assets and liabilities contained in the foregoing statement shall be divided between the two parts of the Association in this proportion.

With reference to II (f). — The headquarters of the Association, which is the property of the Association, shall be sold by auction; the reserve price shall be fixed by the local authorities with the assistance of representatives of the two parts of the Association.

The headquarters shall not be sold at a price lower than that fixed by this mixed commission.

The rent payable and the regular cost of upkeep between November 1, 1923, and the date of the sale of the headquarters, shall be divided between the two parts of the Association on the basis of the percentage given in paragraph I (c).

With reference to II (g). — Movable property shall be divided between the two parts of the Association,

in kind, account being taken of the percentage given in paragraph I (c).

With reference to III (a) 1. — The loan with the Austrian Land Bank in Vienna shall be divided between the two parts of the Association on the basis of the percentage given in paragraph I (c). The share of each of the two parts of the Association shall be determined by the parts themselves independently one of the other.

With reference to III (c). — The arrears of contributions to the amortisation of the loans shall not be divided. They shall only be considered when settling accounts with the respective financial institutions.

With reference to III (d). The salaries of officials paid by the offices of the Association at Oradia-Mare and at Berettyoujfalu between April 1, 1920, and August 1, 1923, were met out of the balance mentioned in paragraph II (a), partly by the contribution from the Hungarians concerned mentioned in paragraph II (h), and by the advances made by the same persons and mentioned in paragraph III (f), partly by sums borrowed from the financial institutions referred to in paragraph III (b) 1 and 2, and, lastly, by other income of the two parts of the Association. The salaries of officials paid out of this income shall be charged to the two parts of the Association in the proportion mentioned in paragraph I (c).

It is understood that when dividing these salaries between the two parts those mentioned in paragraphs II (h) and III (f) shall be credited in their entirety to the Hungarian parties concerned.

The above applies only to officials who were actually in service at Oradia-Mare on April 1, 1920, or to such of those officials as transferred their residence to Hungarian territory before August 31, 1923.

In determining the salaries of officials employed by the two offices and due up to the date above mentioned, account will be taken, at the time of dissolution, of payments granted and approved by the respective parts of the Association, of travelling expenses incurred in the interest of both parts, and of removal expenses in the case of officials transferring their residence to Hungary.

As regards officials employed at the Oradia-Mare office and their employment after August 31, 1923, it is agreed that MM. Tatár, Horváth and Kovács shall be placed on the retired list as from that date, while the other officials shall remain in the service of the Hungarian part of the Association.

With reference to III (e). — The pensions of officials paid between March 31, 1920, and August 31, 1923, by the two parts of the Association, shall be borne by the two parts in the proportion fixed in paragraph I (c). The future pensions of former retired officials shall be determined by that part of the Association in whose territory the pensioners reside.

The share of pensions to be borne by the other part of the Association shall be communicated to

that part not later than December 15 in each year.

Sums due shall be paid quarterly in advance by both parts.

In the event of the retirement of officials employed at the offices of the Association on April 1, 1920, their pension shall be paid by the two parts of the Association in the proportion mentioned in paragraph I (c).

ANNEX IV

RELATING TO THE CRIŞUL REPEDE (SEBES KÖRÖS) FLOODS PROTECTION ASSOCIATION.

The data concerning the dissolution of the Association are as follows:

T / - 1 'T' - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -		•
I (a) Total territory:	155,907.— arp. cad. 1,410	toises
riunganan	130 018 — " "	» 87.24 %
Roumanian I (b) Total net income.	19,889 » » 1,085	» T2 76 0/
Hungarian		
		00.34 70
- (b) Dasis of Share in expenses	1 002 001 6	
**ungarian	4 F20 T4F	
Roumanian	460,859.67	J11 10
NO 1112	400,039.07	» 9.23 %

No. 1113

Assets.		
II (a) Cash in hand on August 16, 1923 II (b) Deposits:	Hungarian	Roumanian 8,978.80 lei
1. At the Savings Bank at Oradia-Mare 2. At the Savings Bank at Oradia-Mare 3. At the Savings Bank at Oradia-Mare 4. At the Savings Bank at Oradia-Mare 5. At the Savings Bank at Oradia-Mare, current		4,049.— » 830.— » 5,682.— »
6. At the Savings Bank and Economic Bank of the		189,400.— »
Comitat of Bihor	103,582.— crs.	1,377.— »
8. At the First Union of the National Savings Bank of Pest		
of Pest 9. At the Savings Bank at Komád. II (c) II (d) Securities: 1. 6 ½ % War Loan, 1917, Department of Finance	86,433.94 » 7,302.30 »	
at Oradia-Mare		2,000,000.— crs.
3. 6 % War Loan, 1914. Department of Finance		50,000.— »
Oradia-Mare (guarantee for loan on security)		35,000 »
II (e) Reserve funds, guarantees: 1. Austrian Land Bank at Vienna, for the loan of 600,000 crowns, 4 % gold Government Stock 2. Hungarian Commercial Bank at Pest for the loan of 5,400,000 crowns of Government Stock at 4 %, gold	7,800.— »	
Hungarian Government Stock at 4 %, gold	314,686.— flor. 118,600.— »	
loan of 1,400,000 crowns Government Stock, 4 %, gold . 4. Hungarian Commercial Bank at Pest for the loan of 1,766,000 crowns Government Stock, 4 %, gold	71,000.— »	
crowns Government Stock, 4 %, gold	100,000 »	
for the loan of 1,767,000 crowns Government Stock 4 %	, , , , , , , , , , , , , , , , , , , ,	
II (f) Pension funds:	100,000.— »	
1. Cash on August 16, 1923		7,443.37 lei
3. Combined Bank and Savings Bank at Oradia		20,482.— »
4. Discount and Mortgage Bank at Oradia-Mare		6,161.— » 7,720.— »
5. Discount and Mortgage Bank at Oradia-Mare .		8,579.— »
6. Savings Bank at Oradia-Mare 7. Savings Bank at Oradia-Mare 8. Savings Bank and Economic Bank of the Comitat		44,123.— » 20,435.— »
9. Economic Savings Bank at Komád II (g) Other reserve funds: 1. Pump reserve fund at the Savings Bank at Oradia.	18,058.30 crs.	43,695.— »
2. Fire insurance reserve fund at the combined		13,715.— »
Bank and Savings Bank at Oradia-Mare		4,000.— »
170, 1115		

3. Telephone deposit at the Post and Telegraph Office at Oradia-Mare	Hungarian	Roumanian 365.— lei
Bank at Komád II (h) Immovable property: Headquarters of Association at Oradia-Mare, value according to the inventory 44,518.56 gold crowns. II (i) Movable property: Office furniture, instruments, books, value according to the inventory 4,061.80 gold crowns.	31,400.— crs.	
Liabilities.		
III (a) Mortgage loans:		,
1. Austrian Land Bank, Vienna, for loan of 600,000 crowns (1882).		
2. Hungarian Commercial Bank at Past (1989)	5,400,000.— »	
3. Hungarian Commercial Bank at Pest (1895)	1,400,000, »	
3. Hungarian Land Bank (1917)	1,766,000.— » 1,767,000.— »	
6. First Union of the National Savings Bank at		
III (b) Loans on Security:	1,767,000.— »	
On War Loan assigned to the account of the non		
i. At the Savings Bank of Oradia-Mare		
2. At the Savings Bank of the Comitat of Dilamet		182,500 »
Oradia-iviale		50,000.— »
3. At the Savings Bank of Komád III (c) Salaries of officials.	50,000 "	_
	paid jointly by the two	parts of the Associa-
III (d) Pensions of officials	paid jointly by the two ption.	parts of the Associa-
III (a) The farmer A		

III (e) The former Association is obliged to pay annually to the Crisul Negru (Fekete-Körös) Floods Protection Association the sum of 5,000 crowns towards the cost of upkeep of the receiving canal. This sum shall be paid by the Hungarian and Roumanian parts in the proportion fixed in paragraph I (c).

Provisions regarding the above-mentioned data.

With reference to I (c). — The percentage serving as the basis for the liquidation of the Association shall be fixed provisionally, and until it can be modified according to the frontier as finally traced, as follows: Hungarian part 90.77 %, Roumanian part 9.23 %. The assets and liabilities of the Association shall be divided between the two parts of the Association in this proportion.

With reference to II (a). — The accounts of the Association shall be closed as from March 31, 1920, and the balance divided on the basis of the percentage mentioned in paragraph I (c).

With reference to II (b) 1-6. — The deposits shall be determined as on March 31, 1920; they shall be allocated in the proportion fixed in paragraph I (c).

With reference to II (j) 1-9. — Cash in bank and deposits shall be determined as on March 31, 1920, and divided in accordance with the percentage mentioned in paragraph I (c).

With reference to II (h). — If that part of the Association situated in Roumanian territory desires to obtain full ownership of the headquarters of the Association at Oradia-Mare, the value of the headquarters shall be fixed during the three months following the date of the ratification of the present Convention by the local authorities with the assistance of representatives of the Hungarian and Roumanian parts. For the purpose of valuation the value of the headquarters according to the inventory shall be ber 1, 1923, and the date of valuation at the rate fixed by the National Bank of Roumania. The share of the estimated value falling to the Hungarian part on the basis of the percentage fixed in paragraph I (c), shall be paid to that part by the Roumanian part in the course of the year following the date of the

valuation of the headquarters. The rent payable between September 1, 1923, and the date of the valuation shall be divided between the two parts on the basis of the percentage mentioned in paragraph I (c), after deduction is made of any expense.

With reference to II (i). — Movable property shall be divided in kind between the two parts of the Association, account being taken of the percentage mentioned in paragraph I (c).

With reference to III (a). — The loan with the Austrian Land Bank in Vienna shall be divided between the two parts of the Association in the proportion mentioned in paragraph I (c). The share of each of the two parts of the Association shall be determined by these parts independently of one another.

With reference to III (c). — The salaries of officials paid by the offices of the Association at Oradia-Mare and Szeghalom for the period May I, 1920, to August 31, 1923, were paid in part by the balance existing on March 31, 1920, in part by the deposits of the Savings Bank and, finally, by the sums paid for this purpose by the two parts of the Association. The amount of these salaries shall be charged to the two parts of the Association in the proportion mentioned in paragraph I (c).

The above only applies to officials who were actually employed at the office at Oradia-Mare on April 1, 1920, or to those of them who transferred their residence to the territory of the Hungarian part before

August 31, 1923.

In determining the salaries of officials employed at the two offices, account shall be taken at the time of liquidation of payments granted and approved by the respective parts of the Association, of travelling expenses incurred in the interest of both parts, and of removal expenses in the case of officials transferring their residence to Hungary.

As regards officials employed at the office at Oradia-Mare and their services after August 31, 1923, it is understood that the officials Louise Reindl and Catherine Toth, day workers, and Michel Nagy, office keeper, shall remain in the employment of the Roumanian part while the other officials shall be employed by the Hungarian part of the Association.

employed by the Hungarian part of the Association.

With reference to III (d). — The pensions of officials paid between March 31, 1920, and August 31, 1923, by the two parts of the Association, which shall be determined at the time of actual liquidation, shall be payable by the two parts of the Association in the proportion mentioned in paragraph I (c) irrespective of whether the sums required were taken from the pensions funds or were specially charged to the two parts of the Association.

The pensions of officials who retired before August 31, 1923, shall be payable by the two parts of

the Association in the proportion laid down in paragraph I (c).

Any modifications in the pensions of these retired officials shall be determined by that part of the

Association in whose territory they reside.

In the event of the retirement of officials employed at the Oradia-Mare office on March 1, 1920, their pensions shall be payable by the two parts of the Association in the proportion mentioned in paragraph I(c).

The share of pensions due from the other part of the Association, shall be communicated to that

part not later than December 15 in each year.

The sums due shall be paid quarterly in advance by both parts.

With reference to III (e). — The annual contribution towards the upkeep of the receiving canal payable by the Association to the Crisul Negru (Fekete-Körös) Floods Protection Association, shall be charged to the two parts of the former Association in the proportion fixed in paragraph I (c).

In order to determine the amount of the above-mentioned contribution, a special agreement shall be concluded between the two parts of the Crişul Repede (Sebes-Körös) Floods Protection Association, on the one hand, and the Roumanian part of the Crişul Negru (Fekete-Förös) Floods Protection Association, on the other hand.

ANNEX V

RELATING TO THE CRISUL NEGRU (FEKETE-KÖRÖS) FLOODS PROTECTION ASSOCIATION.

The data concerning the dissolution of this Association are as follows:

I (a) Total territory 150,303.— arp. cad.	504 toises	
Hungarian 58 583.— » »	1,470 »	38.977 %
Roumanian 91,719.— »	634 »	38.977 % 61.023 %
I (b) Total net income	1,265,450.58 crs.	- 70
Hungarian	464,044.91 »	36.671 %
Roumanian	801,405.67 »	36.671 % 63.329 %
I (c) Basis of participation in expenses	863,029.49 »	
Hungarian share	447,581.61 »	51,862 %
Roumanian share	415,447.88 »	51,862 % 48.138 %

	Assets.	** .	
II (a) Cash in hand on April 1, 1920, at S	Salonta-	Hungarian	Roumanian
Mare	• • • •		125,571.39 crs.
At the General Hungarian Credit Bank: 1. 5½ % War Loan 1916 2. 5½ % War Loan 1918 3. 6 % War Loan 1914 4. 6 % War Loan 1915 5. 6 % War Loan 1916 II (c) Reserve funds: 1. Reserve fund for the 4 % bonds of the Hun Land Bank for the loan of 5,950,000 crowns beautiful to the serve funds.	ngarian	300,000.— crs. 500,000.— » 200,000.— » 100,000.— » 450,000.— »	
Bank	he loan	895,000.— » 4,850.— »	
3. In the Royal Hungarian Treasury for to 637,000 crowns the reserve fund in bonds Hungarian Land Bank at 4 %	the loan of the	34,100.— »	
graphs at Oradia-Mare	d Tele-	54, "	oro lai
at the Savings Bank Salonta Mare	denosit		910.— lei
Headquarters of the Association at Salonta (purchase price 34,719.38 crowns). II (f) Movable property: (value as per inventory). I. On Roumanian territory:	Mare		9,000.— »
 Furniture and office installations Instruments Apparatus for the upkeep of the telephone 	ne and		7.989.40 crs. 6.243.20 »
4. Material for concrete work. 5. Petroleum engine and central pump (6"), pump (4"), syphon pipe (8"), and two constructions.	central ruction		502.10 » 3,706.20 »
pumps	edging		10,012.86 » 33,796.66 »
machine	ortica_	11,384.— »	
tion of loans, on April 1, 1920	orking	50,474.59 »	· 73,373.96 »
on April 1, 1920		24,985.53 »	43.732.75 »
III (a) Mortgage loans:	ibilities.		
In the Mortgage loans: I. Borrowed on April 1, 1891	rowed,	1,800,000.— » 3,000,000.— » 450,000.— » 3,000,000.— » 700,000.— » 637,000.— »	
•			

canalization. It is exclusively payable by the Roumanian part of the Association.) III (b) Current Account debts:	Hungarian	Roumanian
1. Loan on security, borrowed before April 1, 1920, from Hungarian General Credit Bank 2. Floating loan, borrowed before April 1, 1920, from the Hungarian General Credit Bank, Oradia-Mare Branch III (c) Salaries of officials in the employ of both	331,021.— crs.	50,000.— lei
parts of the Association, between April 1, 1920, and October 31, 1923. (M. Lazarovits, Director and Chief Engineer, and Cseresnyés, Dyke-keeper)		28,130.13 crs.
In 1920		23,447.— lei 58,340.— » 74,208.75 » 84,120.— »
Between April 1, 1920, and September 1, 1920 Between September 1, 1920, and December 31, 1920		15,117.50 crs. 5,250.— » 6,047.— lei
In 1921	23,500.— » 40,000.— » 20,000 ¹ »	21,175.75 » 30,024.04 » 25,020.04 »

Provisions regarding the above-mentioned data.

With reference to I (c).—The percentage serving as the basis for the liquidation of the Association shall be fixed as follows: Hungarian part 51.862 %, Roumanian part 48.138 %. The assets and liabilities of the Association shall be divided between the two parts of the Association in this proportion.

With reference to II (e). —If that part of the Association situated in Roumanian territory wishes to obtain full ownership of the headquarters of the Association at Salonta-Mare, the value of the headquarters shall be fixed within three months from the date of the ratification of the present Convention by the local authorities, with the assistance of representatives of the Hungarian and Roumanian parts. This valuation shall take account of the value of the headquarters according to the inventory. The value fixed shall be credited to the two parts of the Association in the proportion fixed in paragraph I (c). The share accruing to the Hungarian part shall be paid to it by the Roumanian part within a year from the date of the valuation of the headquarters.

Until payment is made, the Roumanian parties concerned shall pay interest to the Hungarian

parties concerned at the rate fixed by the National Bank of Roumania.

The rent to be paid between October 1, 1923, and the date of the valuation of the headquarters, which rent shall be fixed according to the rental prices current at Salonta-Mare, shall be divided between the two parts on the basis of the percentage mentioned in paragraph I (c), after deducting any expenses.

With reference to II (f) 1-5. — Movable property shall be divided in kind between the two parts of the Association according to the percentage mentioned in paragraph I (c). The distribution of this movable property shall be effected by representatives of both parts of the Association.

With reference to II (f) 6-7. — The dredging machine situated in Roumanian territory and the carrying apparatus belonging to this machine situated in Hungarian territory, shall be sold as far as possible simultaneously, and the proceeds shall be divided in the proportion mentioned in paragraph I (c). The Contracting Parties shall ensure that one or other of these articles will be exported to the territory of the other Contracting Party, free of duties or charges.

With reference to II (g) 1. — The arrears of contributions towards the amortisation of loans shall not be divided.

With reference to III (a) 3. — The amortisation loan of 250,000 crowns borrowed from the Hungarian Land Bank — having been devoted exclusively to the interests of the irrigation canal on Roumanian territory — shall be charged entirely to the Roumanian part of the Association.

¹ Exclusive of 12 quintals of corn at the purchase price of corn in Hungary.

With reference to III (c). — The salary of Gabriel Lazarovits, director and chief engineer, and the wages of Joseph Cseresnyes, dyke-inspector, paid between April 1, 1920, and October 31, 1923, out of the funds of the Roumanian part of the Association, shall be divided between the two parts in the proportion given in paragraph I (c).

The salaries of the local officials of the Association shall be paid by that part of the Association

on whose territory they are employed.

As regards the officials employed at the Association's office at Salonta-Mare, it is agreed that Gabriel Lazarovits, director and chief engineer, and Joseph Cseresnyés, dyke-inspector, shall be exclusively in the employ of the Hungarian part as from November 1, 1923. From that date their remuneration shall be fixed and paid by the Hungarian parties concerned. The remainder of the officials employed at the Association's office shall continue in the employ of the Roumanian part.

With reference to III (d). — The pensions of officials employed at the Association' soffices, paid by the two parts of the Association between April 1, 1920, and October 31, 1923, shall be divided in the

proportion given in paragraph I (c).

As regards the present pensioners of the former Association, their pensions shall be paid by that part of the Association in whose territory they are resident. The pensions of officials employed in the office of the former Association, and the pensions of local personnel shall in future be paid at the time of their resignation by that part of the Association by whom they were employed on September 1, 1923.

The former Crisul Repede (Sebes Körös) Association was compelled to pay an annual sum of 5,000 crowns to the Crisul Negru (Fekete Körös) Floods Protection Association as owner of the receiving canal, as a contribution towards the cost of upkeep. The debt owing by the Hungarian part of the Crisul Repede (Sebes Körös) Association shall be transferred to the Roumanian part of the Crisul Negru (Fekete Körös) Association in the proportion fixed for the liquidation of the Crişul Repede (Sebes Körös) Floods Protection Association, the canal in question having become the property of the Roumanian part of the

Crisul Negru (Fekete Körös) Association.

In accordance with concession No. II-150/1922 entered in the register of waterways for the Comitat of Bihor, and in virtue of the relevant contract the Roumanian part of the Crisul Negru (Fekete Körös) Floods Protection Association is obliged to deliver water from the receiving canal to the lake of Ugra, devoted to the cultivation of fish and situated on Hungarian territory. The Royal Roumanian Government shall ensure that this obligation to supply water is fulfilled by the Roumanian part of the Association under the present conditions, account being taken of whatever usage has in the meantime been established. With regard to the taxes to be paid for the supply of water, The Roumanian part of the Association and the Ugra Pisciculture Company shall conclude special agreements, taking account of any changes in the circumstances.

Irrigation waters and the water from the lakes for the cultivation of fish belonging to parties concerned in irrigation and situated in the territory of the Roumanian part of the Crisul Negru (Fekete Körös) Association shall be conducted, under the conditions laid down in the resolution on this matter adopted by the General Assembly of 1908, by the canals situated on the territory of the Hungarian part of the Crisul Repede (Sebes Körös) Association. An agreement shall be concluded between the parties concerned in irrigation and the Hungarian part of the Crisul Repede (Sebes Körös) Association with regard to the methods for conducting the water and kindred questions, due account being taken of changed conditions.

ANNEX VI

RELATING TO THE COMITAT OF ARAD FLOODS PROTECTION ASSOCIATION.

The data regarding liquidation are as follows:

I (a) Total territory 136,750.— arp. cad.	350 toises
Hungarian 1.881.— » »	
Roumanian 134,868.— » »	420 » I.4 % 98.6 %
I (b) Total net income:	1,049,432.72 crs.
Hungarian share	13,616.50 »
I (c) Basis of share in total charges	1,035,816.22 » 98.7 %
Hungarian	516,008.10 » 8,086.29 »
Roumanian	8,086.29 »
	307,941.01 # 98.5 %

	Assets.		
II (a) Savings Bank deposits:		Hungarian	Roumanian
I. "Victoria" Savings Bank at Chisineu			78.— lei
2. Co-operative Association at Erdeis			8,096.71 »
3. Current account at the Comitat of Arad Bank at Arad	Savings		
4. On deposit in the same Bank			29,116.— » 20,000.— mks.
5. Flood reserve fund on deposit in the	Savings		20,000 HIRS.
Bank at Chişineu			18,249.78 lei
II (b) Securities:			390.— »
War Loan at the Comitat of Arad Savings	Bank at		
Arad, nominal value			2,060,000 crs.
II (c) Guarantee fund for loans: 1. For the loan of 3,001,000 crowns from the	Linna		
rian Land Bank	Trunga-		174 200 »
Reserve fund for this loan			174,200.— » 125,800.— »
2. For the sum of 1,200,000 crowns borrow	ed from		
Reserve fund for this loan			101,600 »
3. For the sum of 1,200,000 crowns borrow	ed from		18,400.— »
the same Bank Reserve fund for this loan			114,000 »
4. For the sum of 3,000,000 crowns borrow			6,000 »
the same Bank			290,800.— »
Reserve fund for this loan			9,200.— »
11 (a) Pensions funds:			
1. Hungarian 4½% Government stock in the of the Association, nominal value	e nands		10.000
2. 6 % War Loan (1914) at the Comitat of	of Arad		49,920 »
Savings Bank			50,000 »
3. $6\frac{1}{2}$ % War Loan (1915) in the same Bar	ık		40,000.— »
4. 6 % War Loan (1915) in the same Bank			50,000.— »
			<i>J</i> e,eee
5. On deposit at the same Bank II (e) Immovable property:			23,682.80 lei
r. Headquarters of the Association at	Erdeis.		
cost of building, value			24,464.90 crs.
2. Chief Engineer's house at Erdeis	• • • •		16,967.02 »
3. 2,680 acres expropriated by the Associa	tion for		
the reservoir from the property of the Roman (Catholic		
Bishopric in the communes of Beliu and Mocirla		•	1,624,160.39 »
(The Roumanian Government expropriational as part of its policy of agrarian reform and	ed this		
buted it.)	a distii-		
4. 2.203 square toises belonging to the	house		
mentioned in paragraph II (e) 2. II (f) Movable property:			
1. Office installations at the headquarters	of the		
Association, purchase price			4,109.70 »
2. Technical instruments, purchase price.			3,553.50 »
3. Two excavators (Ohrenstein and Koppel	i, Berlin)		200 722 26
4. Carriage, venicle, two norses, purchase or	ice		327,133.96 » 19,500.— lei
5. Reed-cutter			1,855.48 crs.
11 (g) Arrears of flood area contributions. (October r.	0 1 '	
1923		1,208.— lei	775,359.53 lei

Liabilities.		
III (a) Debt owed by the Association on Sep-	Hungarian	Roumanian
tember 30, 1923		30,184.99 lei
1. With the Hungarian Land Bank, 1890		3,000,000 crs,
2. With the Hungarian Land Bank, 1905		1,200,000.— »
3. With the Hungarian Land Bank, 1916 4. With the Hungarian Land Bank, 1918		I,200,000 »
(The amortisation of these loans falling due as from		3,000,000 »
April 1, 1919, appear in the books of the Hungarian		
Land Bank as a current account debt.)		
III (c) Loans on security:		
Borrowed from the Comitat of Arad Savings Bank		
on November 26, 1917	382,400.— crs.	
On June 30, 1918	910,000.— »	
1. Of these loans there still remained on July 1,	-	
1923		796,559.— lei
2. Current account debt at the "Victoria" Savings		
Bank at Chisineu		80,000.— »
III (d) (Wages, salaries and pensions of employees,		
paid up to October 15, 1923, by the joint Association.)		

Provisions regarding the above-mentioned data.

With reference to I (c). — The percentage serving as the basis for the liquidation of the joint Association shall be fixed as follows: Hungarian part 1.5 %. Roumanian part 98.5 %. The assets and liabilities contained in the foregoing statement shall be divided between the Hungarian and Roumanian parts of the Association in this proportion.

With reference to II (e) 1-4. — If the part of the Association on Roumanian territory desires to acquire full ownership of the headquarters at Erdeis, the Chief Engineer's house, and the 2,303 "toises" of land belonging to the said house, the value of this property shall be determined within three months of the ratification of the present Convention by the local authorities with the assistance of representatives of the Hungarian and Roumanian parts of the Association. On liquidation 1.5 % of the value shall be placed to the credit of the Hungarian part (See percentage basis indicated in paragraph I (c).

Rent in accordance with local conditions and due on account of the premises from September I,

1923, until the dissolution is completed, shall be divided between the two parts of the Association in the

proportion mentioned in paragraph I (c), after deducting any costs of upkeep.

The former Association had expropriated 2,680 acres of ground for the conservancy of external and internal waters. It is agreed that if the Roumanian part of the Association utilises this land for its original purpose within five years, its value shall not be subject to distribution. If after five years that part of the Association situated on Roumanian territory should desire to acquire full ownership of this property, it shall be valued and the value shall be divided in the proportion fixed in paragraph I (c). The amount of the value falling to the Hungarian part shall be paid for by the Roumanian part. It shall be similarly divided should the lands be turned to account in some other way.

With reference to II (f) 1-5. — Movable property shall remain in the ownership of the Roumanian part of the Association. It shall be valued at current prices, 1.5 % being placed to the credit of the Hungarian part of the Association.

With reference to II (g). — Arrears of flood area contributions shall not be subject to distribution; they shall be regulated together with the amortisation loans.

With reference to III (d). — There are at present 16 regular pensioners and 3 employees to whom pensions have been voluntarily granted, receiving together a sum of 2,775.02 lei per month. Of this sum 41.62 lei per month shall be charged to the Hungarian part, on the percentage basis of 1.5 % laid down in paragraph I (c). The Hungarian part shall pay this sum into the funds of the Roumanian part of the Association quarterly. The pensions of retired officials shall be paid by this fund; any changes in the list of pensions given below shall be taken into account and the contribution by the Hungarian part shall be altered to suit any such changes. The amount to be paid to pensioners shall be fixed by the Roumanian part of the Association.

LIST

OF PERSONS RECEIVING PENSIONS FROM THE COMITAT OF ARAD FLOODS PROTECTION ASSOCIATION.

Number	Name	Residence	Occupation	Married, single, etc.	Monthly salary in lei
	Regularly pensioned:			<u> </u>	<u>. </u>
1	Mme John Ujj	Chişineu	Widow of Director	Widow	
	T. 73	Janou	and Chief Engineer	Widow	1,109.11
3	Julius Rissdörfer Mme Emeric Vörös	» »	Chief Engineer	Married	774.40
3 4	Mme Alexander Zechmeister	Sümeg (Hungary)	Cashier's widow	Widow	158.66
т	Trioriander Meenmerster	Medgyesegy (Hungary)	»	»	63.16
5 6	Lucas Fülöp	Salonta-Mare	Keeper of records	Married	154.46
	Michel Bakonyi	Varsand	Dyke-watchamn	»	60
7	Etienne D. Nagy Theodore Ksezsbán	Pilul-Mare	»	»	60
9	Andreas Szilágyi	Cinteiu Zerindul-Mare	»	»	55.20
10	George Murzai	Erdeis	»	»	50
11	Etienne Csák	Vădas) "	»	45.60
12	Joseph Gyarmathi	Belzerind	,	» »	42.80
13	Joseph Gál	Zerindul-Mare	»	, "	40.— 31.76
14	Mme Theodora Florucza	Zarand	Dyke-watchman's	Widow	28.81
15	John Csukás	T74-in	widow		
16	Mme François Csák	Erdeis Vădaş	Dyke-watchman	Married	25.14
	3 3	vadaş	Dyke-watchman's widow	Widow	16.46
	In receipt of pensions volun- tarily granted;		Widow		
1	Mme Antoine Ulrich	Arad	Cashier's widow	3771.3 -	
2	Mme Eugène Eleméry	Alcsut (Hungary)	Casiner S Widow	Widow »	50
3	Mme Gerö Arszits	Topa-de-Jos	Widow of employee	» »	49.46 60.—

Chişineu, February 26, 1924. (Seal)

(Signed) SCHMIDT, Director and Chief Engineer.

ANNEX VII

RELATING TO THE LOWER CRIŞUL ALB (ALSÓ-FEHÉR-KÖRÖS) FLOODS PROTECTION AND CONSERVANCY ASSOCIATION.

The data concerning the dissolution of this Association are as follows:

I (a) Total territory:	arp.	cad.	
**************************************	»	»	89.967 %
Roumanian 79,401 I (h) Total pet income 8,854.			89.967 % 10.033 %
I (b) Total net income:			, ,
			93.655 % 6.344 %
I (c) Basis of participation in costs:	5 »		6.344 %
riungarian snare) »		
Roumanian share			95.9972%
,,357.01	. »		4.0028%

Assets.	Time and a	.
II (a) Cash on January 1, 1920	Hungarian 67,929.99 crs.	Roumanian
II (c) Securities: Hungarian Government stock in crowns at the Comitat of Békés Savings Bank at Gyula, nominal value. II (d) Reserve funds:	4,800 »	
At the Hungarian Land Bank Telephone deposit at the Department of Posts and Telegraphs at Oradia-Mare II (e) Reserve fund for floods protection:	480,000.— »	25 lei
6 % War Loan 1914 at the Comitat of Békés Savings Bank at Gyula, nominal value	7,000.— »	·
On deposit at the same Savings Bank II (f) Immovable property: (r) Headquarters of the Association at Gyula	7,540.— »	
(2) House of Director and Chief Engineer at	25,441.13 »	
Gyula (According to the contract concluded with Dr. Emile Jancsovitch, the former owner of this house, the latter has the priority right of purchase, in case of sale, at the price of 60,750 crowns.) II (g) Movable property:	62,376.67 »	
(1) Inventory of instruments (2) Office furniture and installations (3) 10-centimetre centrifugal pump (at present lent to the Comitat of Arad Association) II (h) Arrears of contributions: (1) for the amortistics of leaves	3,164.50 » 9,234.69 »	IO CTS.
tisation of loans, on January 1, 1920	37,657.66 » 50,533.28 » 702.14 »	5,596.46 lei 5,393.68 » 1,202.78 »
Liabilities.		
April 1, 1896	4,000,000, »	
(2) To the Hungarian Land Bank, borrowed April 1,		
III (b) Arrears of loan amortisations: Up to October 1, 1922, the Hungarian part of the Association paid for the amortisation in respect of the whole of the land.	800,000 »	
Between January 1, 1922, and October 1, 1922, the Association paid in interest and amortisation 798,000 crowns, 4 % of this sum, i.e., 31,920 crowns, having to be reimbursed to the Hungarian part by the Roumanian part.		
III (c) Current account debt: (1) To the Hungarian Commercial Bank at Budapest (including interest) (2) To the Comitat of Békés Savings Banks at Gyula	640.145 »	
(This sum was reimbursed by the Hungarian part to the Savings Bank, the Roumanian part having to pay 4 % of the amount to the Hungarian part.) III (d) Officials' pay: (The Association at Gyula drew up the scale of pay for the years 1920-1923 for the Roumanian part also.	48.678.— »	
No. 1113		

Hungarian

Roumanian

The pay of the officials engaged on this work, namely: I employee, I technical official and 4 daily workers, together with the cost of paper and printing, shall be charged to the Roumanian part in proportion)

47,639.48 crs.

III (e) Officials' pensions were paid by the Pensions Fund of the Floods Protection Association.

Provisions regarding the above-mentioned data.

With reference to I (c). — The percentage serving as the basis for the dissolution of the Association shall be fixed as follows: Hungarian part 96 %, Roumanian part 4 %. The assets and liabilities of the Association shall be divided between the two parts of the Association in this proportion.

With reference to II (f) 1 and 2. — If the part of the Association on Hungarian territory desires to acquire full ownership of the headquarters of the Association and the house of the director and chief engineer, the value of the headquarters and of the house shall be fixed within three months of the ratification of the present Convention by the local authorities with the assistance of representatives of the two parts of the Association. The value arrived at shall be credited to the two parts of the Association on the percentage basis fixed in paragraph I (c). The share of this value due to the Roumanian part of the Association shall be paid to it by the Hungarian part within a year from the date of the valuation of the headquarters and of the house.

With reference to II (f) 2. — Out of the total purchase price of 62,376.67 crowns for the house, the joint Association paid during 1920 only 20,328.52 crowns, while the remaining 42,088.16 crowns and the tax of 2,755 crowns, altogether 44,803.16 crowns, were paid later by the Hungarian part of the Association. The share thus payable by the Roumanian part shall be refunded by that part to the Hungarian part in the proportion fixed in paragraph I (c).

With reference to II (g). — Movable property shall be divided between the two parts of the Association in the proportion laid down in paragraph I (c).

The 10-centimetre centrifugal pump lent to the Comitat of Arad Floods Protection Association shall be returned to the Hungarian part of the Lower Crisul Alb (Alsó-Fehér-Körös) Association.

With reference to II (h) 1. — The arrears of contributions to the amortisation of loans shall not be divided; they shall be taken into account when allocating the loans.

With reference to III (b). - Between January 1, 1920, and October 1, 1922, the Hungarian part of the Association paid a total of 798,000 crowns as amortisation of loans to the joint Association. Of this sum 4 %, that is to say, 31,920 crowns, shall be credited to the Hungarian part in accordance with the percentage basis laid down in paragraph I (c), when accounts are settled with the banks.

With reference to III (c) 2. — Since 1919 the former Association has owed the repayment of a loan of 48,678 crowns from the Comitat of Bekes Savings Bank at Gyula. As this sum has meanwhile been paid by the Hungarian part of the Association, 4 %, that is, 1,947.12 crowns, according to the percentage fixed in paragraph I (c), shall be refunded by the Roumanian part to the Hungarian part of the

With reference to III (d). — Officials' pay amounting to 47,639.48 crowns shall be charged to the Roumanian part of the Association and credited to the Hungarian part.

The running water canal lock on Roumanian territory shall in future be manipulated in accordance with the regulations at present in force, in conformity with present usage and also in accordance with the regulations of the Association's offices at Gyula.

These regulations shall be communicated to the lock-keeper through the frontier police at Varsand.

As long as the lock serves its original purpose, its upkeep and manipulation shall be incumbent upon the Hungarian part of the Association.

The Hungarian part of the Association announced to the mixed Commission of the two Governments, on the occasion of their visit to the spot, the construction of a new canal built on Roumanian territory since 1920. This canal serves to conduct to the running water canal water which it had not been laid down that the latter canal should conduct. This announcement shall be examined on the spot by the technical experts mentioned in Article 8 of the present Convention. The experts shall be instructed to report on the matter.

ANNEX VIII

RELATING TO THE SZÁRAZÉR (FIRST) DRAINAGE ASSOCIATION.

The data concerning the dissol	ution of this Association a	are as follows:	
I (a) Total territory	31,277.— arp. cad.	623 toises	
Hungarian	15,682, » »	223 »	50.14 %
Roumanian	15,595 » »	400 »	50.14 % 49.86 %
I (b) Total net income		290,680.06 crs.	**
Hungarian share	· · · · · · · · · · · · · · · · · · ·	139,159.84 »	47.87 % 52.13 %
Roumanian shar		151,520.84 »	52.13 %
I (c) Charges shall be borne i	n proportion to the net in	come.	

Assets.

(The two parts were separated on April 1, 1920.)

	Hungarian Rou	manian
II (a)Cash in Hand on April 1, 1920 II (b) Savings Bank deposits :	7,525.92	crs.
I. The Public Economic Bank at Arad	61,639.71	n
2. The Public Economic Bank at Arad 3. In the Arad-Ceanad Savings Bank, pensions	33,479.48	»
funds of the Szàrazér (1) Association	2,317.50	D
War loan at the Department of Finance at Arad,		
nominal value	30,000	D
Budapest: 1. For loans of 89,200 crowns and 731,440 crowns:		
4 % Government Stock in gold florins, nominal		
Covernment Stock in crowns + 9/ Cook	6,800.—	
Government Stock in crowns, 4 % Cash	48,700.—	
2. For the loan of 350,000 crowns.	9,114.12))
4 % bonds of the Hungarian Land Bank	18,800.—	»
4 % Hungarian Government Stock, in crowns	900.—	20
Cash	588.63	
4 % bonds of the Hungarian Land Bank	4,600.—	D
4 % Hungarian Government Stock in crowns Cash	200,	
II (f) Pensions fund	333.── 1,360,—	
April 1st, 1920.	1,300.	101
At the Rumanian contribution offices at Arad and		
At the Hungarian contribution offices at Mako,	32,479.96	crs.
Orosháza, Hódmezövásárhely II (h) Immovable property:	119,955.23	30
Inventory value of the furnishings	2,020.—	n
Inventory value of instruments	180.—	x

	Liabilities.		
III (a) Mortgaga loons		Hungarian	Roumanian
III (a) Mortgage loans: 1. Hungarian Land Bank		93,178.46 crs.	
2. Hungarian Land Bank		350,000.— »	
 Hungarian Commercial Bank at Pest Hungarian Commercial Bank at Pest (b) Pay of Association officials from 	April 1st.	731,440.— » 69,200.— »	
1920, to September 1st, 1923			13,718.72 crs.
Salary of M. Géza Kökényessy, Director, III (c) Pensions from April 1st, 1920,	until No-		50,204.34 lei
vember 1st, 1923			600.— crs.
For M. Géza Kökényessy			4,376 lei
111 (d) Debt owed by Hungarian part to R	oumanian		
part for the work of assessing contributions	and for		
the ledgers, on the terms agreed		11,361.25 lei.	

Provisions regarding the above-mentioned data.

With reference to I (c). — The percentage serving as the basis for the dissolution of the Association shall be fixed as follows: Hungarian part 47.87 %, Roumanian 52.13 %. The assets and liabilities of the Association shall be divided between the two parts of the Association in this proportion.

With reference to II (g). — The arrears of floods area contributions herein mentioned shall not be divided; they shall be settled together with the amortisation loans.

With reference to II (h). — Movable property shall be divided in kind between the two parts of the Association in accordance with the percentage mentioned in paragraph I (b).

The movable property shall be divided in accordance with the inventory by representatives of the two parts of the Association.

With reference to III (d). — The cost of the work of assessing contributions incurred on behalf of the

Hungarian part, and also the cost of the ledgers, shall be borne by the Hungarian part.

M. Géza Kökényessy, retired Director and provisionally employed by the Association, shall be discharged from service. His salary of 28,664 lei per annum, payable according to his contract, shall be paid to him by way of final indemnification. This sum shall be divided between the Hungarian and Roumanian parts of the Association in the proportion fixed in paragraph I (b).

The pay of the officials of the Association shall as from November 1, 1923, be liquidated by that

part of the Association in which they discharge their duties.

As regards employees at present on the retired list, the following pensions shall be awarded them:

Géza Kökényessy, living at Arad, pension. Mme Sigismond Szabó, widow, living at Makó, pension voluntarily granted	1,456 lei per annum
Mine Signature of Szabo, widow, nving at Mako, pension voluntarily granted	300 » » »
Etienne Bodnár, living at Pecica, pension	295 » » »
Balázs Horváth, living at Battonya, pension	168 » » »
Mine Andre Kisuczki, widow, living at Battonya, pension voluntarily	
granted	590 » » »
TOTAL	2,809 lei per annum

These regular and voluntary pensions shall be payable by the two parts in the proportion mentioned in paragraph I(b).

Pensions shall be paid by that part of the Association in whose territory the pensioner resides. Should the sums to be paid by each of the two parts not correspond to the percentage fixed, the difference shall be settled by an assignation order.

In the event of a change in the position of the pensioner, such change shall be communicated to the other part of the Association and the pension contribution payable by the two parts modified accordingly.

ANNEX IX

RELATING TO ARTICLE 7 OF THE PRESENT CONVENTION.

- 1. The assets and liabilities of the joint Associations shall in general be divided on the basis of the inventory of April 1, 1920, except in the case of the Comitat of Arad Floods Protection Association, for which the basis taken shall be the inventory of September 30, 1923, and the Lower Crişul Alb (Alsó-Féhér-Körös) Floods Protection Association, for which the basis shall be the inventory of January 1st, 1920.
- 2. The reciprocal debts and claims of the two parts of the Association resulting from expenditure incurred by one of the parties and payable by the joint Associations, shall be settled in the currency and up to the amount represented by such expenditure.
- 3. The debts and claims in former crowns enumerated in Article 11 of the present Convention and owing by or owed to the Floods Protection Associations as against third parties, shall be divided between the two parts of the Association in the proportion mentioned in paragraph I (c) of Annexes I-VIII.

The two parts of the Association shall be considered, in their relations with third party creditors or debtors, as Hungarian or Roumanian nationals according as their territory is situated in Hungary or Roumania.

The proportionate share of debts and claims shall be determined in conformity with the regulations of the Convention with regard to the release of deposits and the settlement of debts and claims expressed in former Austrian or Hungarian crowns. The personal conditions (nationality and residence) laid down in the above-mentioned Convention shall, in virtue of sub-paragraph 2 of the present paragraph, be regarded as combined in the person of the debtor or creditor.

4. The deposits coming within the provisions of the above-mentioned Convention shall be delivered, in their entirety or as regards the corresponding part, to that part of the Association to which such deposits or part of such deposits are attributed in virtue of the present Convention.

They shall be delivered in conformity with the provisions of the Convention mentioned in the foregoing sub-paragraph. The nationality and residence of the two parts of the Association shall determined in accordance with the provisions of sub-paragraphs 2 and 3 of paragraph III of the present Annex.

5. The provisions of the present Convention with regard to the allocation of the assets and liabilities of Associations divided by the frontier, are binding upon third parties.

PROTOCOL OF SIGNATURE

On proceeding to sign the Convention of to-day's date concerning the hydraulic system of the coterminous territories and the dissolution of Floods Protection Associations divided by the frontier, the undersigned Plenipotentiaries agreed upon the following provisions.

The Roumanian parts of the former Associations dealt with in the present Convention, shall have the right to discharge their obligations of every kind towards the Hungarian parts of these Associations in war loan scrip forming part of their assets — resulting from the allocation of the property enumerated in Annexes I-VIII — at the rate of scrip accepted in Hungary and quoted on the Budapest Stock Exchange on the date of payment. The said war loan scrip may also be employed by the Roumanian parts in payment of their debts in lei, at the average rate obtaining between the leu and the Hungarian crown on the Budapest Stock Exchange fourteen days before the date of payment.

The present Protocol shall have the same force and the same period of validity as the above-mentioned Convention concluded this day.

In faith whereof, the respective Plenipotentiaries have signed the present Protocol and have thereto affixed their seals.

Done at Bucharest in duplicate on April 14, 1924.

(L. S.) (Signed) R. DE WODIANER.

(L. S.) (Signed) N. N. FILODOR.