

N° 2648.

ALLEMAGNE ET POLOGNE

Accord portant règlement des droits et obligations de l'Institut allemand de lettres de gage de Poznanie, avec protocole final et procès-verbal de clôture. Signés à Berlin, le 14 décembre 1928.

GERMANY AND POLAND

Agreement regulating the Rights and Obligations of the German Mortgage Institution in Posen, with Final Protocol and Final Procès-Verbal. Signed at Berlin, December 14, 1928.

¹ TRANSLATION.

No. 2648. — AGREEMENT BETWEEN GERMANY AND POLAND
REGULATING THE RIGHTS AND OBLIGATIONS OF THE GERMAN
MORTGAGE INSTITUTION IN POSEN. SIGNED AT BERLIN,
DECEMBER 14, 1928.

THE GERMAN REICH and THE POLISH REPUBLIC have agreed to regulate the rights and obligations of the German Mortgage Institution in Posen, whose area of operation has been intersected by the delimitation of the frontier.

For this purpose there have been appointed as Plenipotentiaries :

BY THE PRESIDENT OF THE GERMAN REICH :

Dr. Paul ECKARDT, Minister Plenipotentiary ;

M. Leo QUASSOWSKI, Counsellor at the Reich Ministry of Justice.

BY THE PRESIDENT OF THE POLISH REPUBLIC :

Dr. Witold PRĄDZYŃSKI, Ordinary Member of the Legal Council and Member of the Codification Commission of the Polish Republic,

Who, having communicated their full powers, found in good and due form, have agreed on the provisions set out hereinunder, which shall apply in the case of the prosecution of private law claims before the national authorities :

Article 1.

Mortgages and other rights on real estate situated in the Polish Republic, registered in favour of the German Mortgage Institution in Posen and still in existence, together with personal claims secured by the said rights, as also all other movable and immovable assets acquired by the Institution and situated in the Polish Republic, shall be regarded as transferred, with legal effect from June 27, 1923, to the Komunalny Związek Kredytowy (Komunalny Bank Kredytowy) at Poznań. Neither the delivery of the mortgage deeds, nor the registration of the transfer, nor any other legal proceeding, shall be required for the transfer to be valid at law.

Up to the date indicated in paragraph 1, the German Mortgage Institution in Posen shall be regarded without prejudice to the measures taken by the sequestrator appointed for the Institution by the Polish authorities, as entitled to dispose of the assets mentioned in paragraph 1.

The mortgages and personal claims transferred to the Komunalny Związek Kredytowy (Komunalny Bank Kredytowy) at Poznań under paragraph 1 shall be revalorised in accordance with the provisions of the Polish revalorisation legislation.

Article 2.

A sum of 960,000 złoty shall be paid, in four equal successive yearly instalments, by the Komunalny Związek Kredytowy (Komunalny Bank Kredytowy) at Poznań, to the German Mortgage

¹ Translated by the Secretariat of the League of Nations, for information.

Institution in Posen with its seat in Berlin, in respect of the assets mentioned in Article 1. The first instalment shall be due with the coming into force of this Agreement, and the next three instalments on January 2 of each of the years immediately following the coming into force of this Agreement.

Article 3.

The German Mortgage Institution in Posen, with its seat in Berlin, shall be exclusively responsible, irrespective of the legal consequences of the delimitation of the frontier, for the liability of the German Mortgage Institution in Posen which originated prior to June 27, 1923, particularly for mortgage bonds issued by the latter. In the case of liabilities originating after June 27, 1923, the Mortgage Institution in Posen, with its seat in Berlin, shall be liable only in so far as these were contracted by itself.

The sum mentioned in Article 2 shall be employed by the German Mortgage Institution in Posen, with its seat in Berlin, to satisfy the claims of the holders of mortgage bonds.

Mortgage bonds shall be revalorised in accordance with the German regulations. In this connection, Polish holders of mortgage bonds shall receive the same treatment as German holders.

Article 4.

This Agreement shall be ratified as soon as possible. The instruments of ratification shall be exchanged at Warsaw.

The Agreement shall come into force one month after the date of exchange of the instruments of ratification.

In faith whereof the Plenipotentiaries have signed this Agreement, done in duplicate originals in German and Polish, and have thereto affixed their seals.

BERLIN, December 14, 1928.

(Signed) Dr. Paul ECKARDT.

(Signed) Dr. Witold PRĄDZYŃSKI.

(Signed) Leo QUASSOWSKI.

FINAL PROTOCOL.

The Polish Government declares that the sequestration previously instituted by it for the German Mortgage Institution in Posen no longer exists and that it makes no claim to the assets of this Institution situated outside the Polish Republic.

The German Government declares that it regards the rights and obligations of the German Mortgage Institution in Posen as finally regulated with respect to the Polish Republic and the Komunalny Związek Kredytowy (Komunalny Bank Kredytowy) Poznań.

BERLIN, December 14, 1928.

(Signed) Dr. Paul ECKARDT.

(Signed) Dr. Witold PRĄDZYŃSKI.

(Signed) Leo QUASSOWSKI.

PROCÈS-VERBAL OF THE FINAL SESSION.

The two Governments declare that they have agreed to sign this Agreement, without prejudice to the legal views expressed in § 11 of the Protocol of the close of the negotiations in connection with the Revalorisation Convention, in order to bring to a conclusion, in the interests of the holders of mortgage bonds and on the basis adopted in this Agreement, the negotiations which have long been proceeding.

The German Government declares that the German Mortgage Institution in Posen, with its seat in Berlin, will be dissolved after the claims of the holders of mortgage bonds have been satisfied.

BERLIN, December 14, 1928.

(Signed) Dr. Paul ECKARDT.

(Signed) Leo QUASSOWSKI.

(Signed) Dr. Witold PRĄDZYŃSKI.