

N° 3108.

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ROUMANIE  
ET YOUGOSLAVIE

Accord relatif au système hydro-  
technique de l'Association de Tol-  
vadia. Signé à Belgrade, le 14  
décembre 1931.

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ROUMANIA  
AND YUGOSLAVIA

Agreement concerning the Hydro-  
technical System of the Tolvadia  
Association. Signed at Belgrade,  
December 14, 1931.

<sup>1</sup> TRADUCTION. — TRANSLATION.

No. 3108. — AGREEMENT <sup>2</sup> BETWEEN ROUMANIA AND YUGOSLAVIA  
CONCERNING THE HYDROTECHNICAL SYSTEM OF THE TOL-  
VADIA ASSOCIATION. SIGNED AT BELGRADE, DECEMBER 14,  
1931.

*French official text communicated by the Permanent Delegate of the Kingdom of Yugoslavia accredited to the League of Nations. The registration of this Agreement took place December 15, 1932.*

HIS MAJESTY THE KING OF YUGOSLAVIA and HIS MAJESTY THE KING OF ROUMANIA,  
Equally desirous of complying with the provisions of Articles 292 and 293 of the Treaty of  
Trianon and the provisions of the General Convention <sup>3</sup> concerning the Hydraulic System concluded  
between the two States ;

Taking into consideration the fact that the territory of the Association for the agricultural  
improvement of the Tolvadia lands is situated wholly in Roumania and that as a result of the new  
frontier line between Yugoslavia and Roumania the whole of the evacuation canal of the said  
association has remained in Yugoslavia ;

And in view of the need for ensuring the unchanged working of the said system and of the said  
canal in accordance with the original purposes in such a way as to safeguard the interests and  
acquired rights of the territories of the two States ;

Have decided to conclude an Agreement on the subject and  
Have appointed for that purposes as their Plenipotentiaries :

HIS MAJESTY THE KING OF YUGOSLAVIA :

His Excellency M. Voyislav MARINKOVITCH, Doctor of Laws, His Minister for Foreign  
Affairs ;

HIS MAJESTY THE KING OF ROUMANIA :

His Excellency M. Constantin CONTZESCO, Minister Plenipotentiary, His Delegate on the  
Danubian Commissions ;

Who, having communicated to each other their full powers, found in good and due form,  
have agreed on the following provisions :

*Article I.*

Under licence No. 24.856/1905 issued by the former Sub-Prefecture of the Comitat of Veliki  
Bečkerek, the Tolvadia Association retains its right to discharge its waters into the Brzava by  
using the canal situated on Yugoslav territory.

<sup>1</sup> Traduit par le Secrétariat de la Société des Nations, à titre d'information.

<sup>1</sup> Translated by the Secretariat of the League of Nations, for information.

<sup>2</sup> The exchange of ratifications took place at Bucharest, October 14, 1932.

<sup>3</sup> See page 31 of this Volume.

The two States shall take particular care that the provisions of the said licence concerning the successive closing of the canals and the working of the pump and lock system should be strictly observed.

*Article 2.*

The cost of maintenance of the canal situated on Yugoslav territory shall be borne by the Tolvadia Association and by the areas concerned in the commune of Kanak in accordance with the proposals laid down in Decisions No. 29,373/1905 of the former Sub-Prefecture of the Comitatus of Torontal, No. 1519 of 1907 of the Administrative Committee of the same Comitatus and by Award No. 3597 of 1911 of the Hungarian Administrative Tribunal for Disputed Claims, and by the final decision of the Comitatus of Torontal No. 5599/1912.

*Article 3.*

The two States undertake to ensure that the hydraulic works (dams, canals, locks, etc.) situated on the territory of either State and in any way connected with the unified conservancy of the system shall be kept in a good State of preservation and in good working order under the conditions and for the purposes for which they were executed.

*Article 4.*

If certain maintenance works in the territory of one State necessitate the execution of measures or works in the territory of the other State, the State concerned shall communicate the scheme and programme of execution of such measures or works to the other State in order that they may reach agreement as to the measures to be taken or the work to be executed.

*Article 5.*

In the absence of preliminary agreement, both States shall abstain from any alteration of the existing installations or works, and from all measures or operations liable to modify the hydraulic system of the other State and so affect the interests and acquired rights of that State.

*Article 6.*

If new works are contemplated in the territory of either State which are liable to change the hydraulic system or to affect in any way the territory of the other State, such work may be carried out only as the outcome of an agreement concluded on the subject.

*Article 7.*

In case of need, and at the request of the Directorate of the "Timis Bega" Association of Timisoara or of "Tamis-Begejska Vodna Zadruga" of Vršac, these bodies shall supply each other with hydrometrical observations or any other documents and information and all data relating to the operation and the conservancy of the system in question.

*Article 8.*

The technical administration of the canal situated in Yugoslav territory shall be exercised by the technical organs of "Tamis-Begejska Vodna Zadruga".

The technical organisations of Tamis-Begejska Vodna Zadruga and of "Sindicatul Timis-Bega" of Timisoara shall jointly inspect yearly on the spot the condition of the canal and shall draw up the programme for maintenance work to be carried out during the ensuing year. On the basis of this programme, the organisations of "Tamis-Begejska Vodna Zadruga" of Vršac shall prepare the plans and estimates for the work to be executed and shall communicate them direct to the Directorate of "Sindicatul-Timis-Bega" of Timisoara not later than the end of October every year.

The Directorate of "Sindicatul Timis-Bega" shall examine the said plans and the estimates accompanying them and shall return them to the Directorate of "Tamis-Begejska Vodna Zadruga" of Vršac by November 30 of the same year.

*Article 9.*

The two States undertake to ensure that the maintenance work in respect to the execution of which an agreement has already been concluded is executed. For this purpose they also undertake to ensure the timeous provision of the necessary financial resources for the execution of such work.

*Article 10.*

The sum for which the Tolvadia Association is liable under the estimates prepared in respect of the above-mentioned according to the provisions of Article 2 above, shall be forwarded to the Directorate of "Tamis-Begejska Vodna Zadruga" of Vršac at least a month before the date fixed for beginning the execution of the said works.

*Article 11.*

The Directorate of "Tamis-Begejska Vodna Zadruga" of Vršac, after having executed the work, shall draw up a technical and financial report on the execution of the work and shall place it at the disposal of the Directorate of "Sindicatul Timis-Bega" of Timisoara, accompanied by the vouchers of the expenditure incurred.

"Sindicatul Timis-Bega" and "Tamis-Begejska Vodna Zadruga" shall perform the above-mentioned service free of charge.

*Article 12.*

The Director of "Sindicatul Timis-Bega" of Timisoara and the President of the "Tolvadia" Association shall have the right to inspect on the spot the condition of the canal situated on Yugoslav territory in order to be able to examine the plans and the works in course of execution, to check the final plans for the execution of the work and to be present when the work carried out is finally taken over.

Similarly the competent sectional engineer of "Tamis-Begejska Vodna Zadruga" shall have the right to proceed to the places in Roumanian territory where the work is being executed, in order to learn the method of handling the appliances for closing the canals and the working of the pumping station.

Previous notice shall be given of the above-mentioned inspections.

*Article 13.*

The technical experts of both States and the technical personnel mentioned in the previous Article shall be provided with identity cards enabling them to establish direct and personal contact with each other in the territory of either State.

The frontier may be crossed on the Brzava dam and along the main canal referred to above.

*Article 14.*

All questions the settlement of which is not provided for by the present Agreement shall be settled in accordance with the provisions of the above-mentioned General Convention.

*Article 15.*

Should the competent authority of either State issue a new licence in connection with this system, such licence may not authorise any departure from any provisions of the present Agreement.

*Article 16.*

Any dispute arising out of the application of the present Agreement shall be referred to the Delegates of the two States accredited to the Permanent Technical Hydraulic System Commission of the Danube (C. R. E. D.).

If the two delegates are unable to reach agreement, the Governments of the two States shall note such disagreement.

Either State shall thereupon be at liberty, after having given the other State one month's notice of its intention, to have recourse to the intervention of the C. R. E. D. in accordance with its Regulations.

*Article 17.*

On the expiry of a period of five years from its entry into force, the present Agreement may be revised at the request of either State, such request being made to the other State six months before the expiry of the said period.

It is agreed that as regards the method of such revision, the two States shall comply with the provisions of Chapter XI of the General Convention concerning the hydraulic system.

Should no request for revision be made, the present Agreement shall automatically remain in force for a further period of five years.

*Article 18.*

The present Agreement shall be ratified and the ratifications thereof shall be exchanged at Bucharest.

It shall come into force eight days after the date of the minute recording the exchange of the instruments of ratification.

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

Done, in duplicate, at Belgrade, December the fourteenth one thousand nine hundred and thirty-one.

(L. S.) Dr. V. MARINKOVITCH, *m. p.*      (L. S.) Const. CONTZESCO, *m. p.*