

N° 4274.

ESTONIE ET FINLANDE

Convention concernant la collaboration des brise-glaces appartenant aux deux Etats. Signée à Tallinn, le 14 janvier 1938.

ESTONIA AND FINLAND

Convention regarding Collaboration between Ice-Breakers belonging to the Two States. Signed at Tallinn, January 14th, 1938.

TEXTE FINNOIS. — FINNISH TEXT.

N^o 4274. — VIRON JA SUOMEN VÄLINEN VALTIONJÄÄNSÄRKIJÄIN
YHTEISTOIMINTASOPIMUS¹, ALLEKIR JOITETTU TALLINNASSA,
14 PÄIVÄNÄ TAMMIKUUTA 1938.

Estonian and Finnish official texts communicated by the Estonian Minister for Foreign Affairs. The registration of this Convention took place February 5th, 1938.

VIRON TASAVALLAN VALTIONHOITAJA
ja

SUOMEN TASAVALLAN PRESIDENTTI
haluten aikaansaada ja järjestää Viron ja Suomen välisen valtionjäänsärkijäin yhteistoiminnan, ovat päättäneet tehdä sitä koskeven sopimuksen ja sitä varten valtuuttaneet :

VIRON TASAVALLAN VALTIONHOITAJA :

Herra Fr. AKELIN, Viron Ulkoasiainministerin,

SUOMEN TASAVALLAN PRESIDENTTI :

Herra P. J. HYNNESEN, Suomen Erikoislähettilään ja Täysivaltaisen Ministerin Tallinnassa, jotka, esitettyään toisilleen oikeiksi ja asianmukaisiksi havaitut valtakirjansa, ovat sopineet seuraavasta :

1. Kumpikin sopimuspuoli sitoutuu, mikäli oman maan merenkulku sallii, antamaan toisen sopimuspuolen käytettäväksi jäänsärkijöitään.

2. Viron ja Suomen merenkulkuhallitukset ilmoittavat toisilleen, milloin ne haluavat saada jäänsärkijän käytettäväksi tai luopua sen käyttämisestä tai vaatia sen palauttamista. Jäänsärkijän palautuspyynnön on kumpikin sopimuspuoli velvollinen viipymättä täyttämään.

3. Jäänsärkijät luovutetaan käytettäväksi varustettuina täydellisellä miehistöllä, varustuksella ja polttoainevarustolla. Jäänsärkijäin polttoainevarastoista ja niiden täydentämisestä voivat kummankin maan merenkulkuhallitusten edustajat tarpeen vaatiessa sopia keskenään.

4. Jäänsärkijöitä luovutettaessa ja palautettaessa tarkastavat kummankin merenkulkuhallituksen edustajat ne ja niiden polttoaine- y.m. varastot ja arvioivat niiden arvot sekä laativat tarkastuksen tuloksista pöytäkirjan.

5. Kumpikin merenkulkuhallitus on velvollinen käyttäessään toisen sopimuspuolen jäänsärkijää pitämään jäänsärkijällä luotsia ja oikeutettu sijoittamaan siihen yhdysupseerin.

6. Toisen sopimuspuolen jäänsärkijää ei saa käyttää sotilaallisiin tarkoituksiin eikä sodan uhkaamilla alueilla. Jäänsärkijää saa käyttää vain sellaisilla vesialueilla, joista se 24 tunnin kuluessa voi palata oman maan satamaan.

7. Jäänsärkijän katsotaan olevan toisen sopimuspuolen käytettävänä siitä hetkestä asti, jolloin se lähtee avustamaan toisen sopimuspuolen jäänsärkemistyötä siihen hetkeen asti, jolloin sille tai sen kotimaan asianomaiselle viranomaiselle on ilmoitettu, ettei sitä enää tarvita tai jolloin se ryhtyy avustamaan oman maansa meriliikennettä.

8. Kumpikin sopimuspuoli on velvollinen korvaamaan toisen sopimuspuolen jäänsärkijän käyttämisestä jäänsärkijäkäytön aikana syntyneet kulut :

¹ Came into force February 2nd, 1938.

¹ TRANSLATION.

No. 4274. — CONVENTION BETWEEN ESTONIA AND FINLAND
REGARDING COLLABORATION BETWEEN ICE-BREAKERS
BELONGING TO THE TWO STATES. SIGNED AT TALLINN,
JANUARY 14TH, 1938.

THE PRESIDENT OF THE REPUBLIC OF ESTONIA
and

THE PRESIDENT OF THE REPUBLIC OF FINLAND,

With a view to ensuring and regulating co-operation between Estonia and Finland in the matter of the use of ice-breakers, have decided to conclude a Convention for that purpose and have appointed as their Plenipotentiaries :

THE PRESIDENT OF THE REPUBLIC OF ESTONIA :

M. FR. AKEL, Minister for Foreign Affairs ;

THE PRESIDENT OF THE REPUBLIC OF FINLAND :

M. P. J. HYNNINEN, Envoy Extraordinary and Minister Plenipotentiary at Tallinn ;

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

1. Each of the High Contracting Parties undertakes, provided that his shipping requirements allow, to permit his ice-breakers to be used by the other Party.

2. The maritime authorities of Estonia and of Finland shall notify each other when they require ice-breakers or when they have finished using them and wish to return them.

3. The ice-breakers shall be delivered ready for use, complete with crews, stores and full supplies of fuel.

4. When ice-breakers are delivered or returned, the representatives of each of the two maritime authorities shall inspect the vessels, check the supplies of fuel, etc., estimate the cost thereof and draw up a report.

5. Each of the two maritime authorities, when using an ice-breaker of the other Contracting Party, shall be obliged to have a pilot on board the said ice-breaker and shall further be entitled to place a liaison officer thereon.

6. Neither Contracting Party may use an ice-breaker of the other for military purposes or in waters where there is a threat of war. An ice-breaker may be used only in waters from which it can return to its home port in its own country in twenty-four hours.

7. An ice-breaker shall be considered as being at the disposal of the other Contracting Party as from the moment of its departure for the purpose of assisting in the work of the ice-breakers of the other Contracting Party and either until such time as the ice-breaker or the competent authorities have been notified that its assistance is no longer necessary or until such time as it starts to assist the shipping of its own country.

8. Each of the Contracting Parties shall indemnify the other Party for the expenses incurred in the use of an ice-breaker belonging to that Party :

1. Ordinary expenses :

(a) Harbour dues, lighthouse dues, pilot fees, etc.

(b) Fuel, lubricants and other supplies for the use of the ice-breaker.

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

- (c) Pay of the crew and labourers' and other wages.
 (d) Miscellaneous expenses per day as follows, if the power of the ice-breaker is:
 Less than 1,000 H.P., 100 Estonian crowns or 1,275 Finnish marks;
 Between 1,000 H.P. and 2,999 H.P., 150 Estonian crowns or 1,875
 Finnish marks;
 Over 2,999 H.P., 200 Estonian crowns or 2,500 Finnish marks.

The expenses specified under (a) above shall be paid by the competent authority of the country at the disposal of which the ice-breaker has been placed. The expenses specified under (c) above shall be paid on the basis of the highest rate in force in either of the two contracting countries. The expenses specified under (b), (c) and (d) above shall be paid in the currency of the other Contracting Party. The expenses specified under (b) and (c) above shall be paid as from the time when the fitting out of the ice-breaker with a view to its use by the other Contracting Party is started until the time when it returns to its own country or starts to assist the shipping of its own country, or until the expiration of a period of 24 hours from the time when the competent authorities of the country to which the ice-breaker belongs are notified that the other Contracting Party no longer requires it.

2. Special expenses :

(a) Damage to the ice-breaker resulting from mishap or wreck, in respect of which the Contracting Party primarily liable for the payment of the cost thereof is entitled to demand damages from the party responsible.

(b) Loss or damage suffered as the result of accidents to the crew and damage, as the result of shipwreck, to the crew's property; in the absence of laws or regulations in the country to which the ice-breaker belongs, the laws of the other Contracting Party shall be applied.

If the ice-breaker placed at the disposal of the other Contracting Party is damaged, the latter shall have it repaired. During the period when repairs are being carried out, the other Contracting Party shall place at the disposal of the owner of the ice-breaker, without payment, another ice-breaker at least as large and as powerful, but only for a period not exceeding one year.

If the ice-breaker placed at the disposal of the other Contracting Party becomes unfit for use or sinks, the other Contracting Party shall, without payment, place at the disposal of the owner of the ice-breaker another ice-breaker at least as large and as powerful until the delivery of a new ice-breaker, but for a period not exceeding two years.

If the other Contracting Party does not, in the case mentioned above, place an ice-breaker at the disposal of the owner of the ice-breaker which has been damaged, is unfit for use or has sunk, the owner shall be entitled to hire a similar ice-breaker at the expense of the other Contracting Party and for the period mentioned above.

9. The maritime authorities shall notify each other of expenses resulting from the use of ice-breakers.

Each authority shall be entitled when using an ice-breaker of the other to give orders regarding the work of the ice-breaker. The officer in command of the ice-breaker shall be entitled to refuse to carry out orders which he considers manifestly dangerous for the ice-breaker.

10. All disputes concerning the interpretation or mode of application of the present Convention shall be settled by the Governments of the Contracting Parties.

11. The present Convention shall come into force five days after the date on which the legislative formalities connected therewith have been effected in the two countries.

The present Convention is concluded for an unlimited period, the High Contracting Parties having the right to denounce it. The Convention shall cease to be in force six months after denunciation thereof.

Done at Tallinn, this 14th day of January, 1938, in duplicate, in the Finnish and Estonian languages.

(L. S.) FR. AKEL.

(L. S.) P. J. HYNINEN.