

N° 430.

**ALLEMAGNE
ET TCHÉCOSLOVAQUIE**

Convention économique signée à
Prague le 29 juin 1920.

**GERMANY
AND CZECHOSLOVAKIA**

Economic Agreement, signed at
Prague, June 29, 1920.

TEXTE TCHÈQUE. — CZECH TEXT.

No. 430. — HOSPODÁŘSKÁ¹ DOHODA MEZI VLÁDAMI ČESKOSLOVENSKOU A NĚMECKOU PODEPSANÉ V PRAZE 29. ČERVNA 1920.

German and Czech official texts communicated by the German Consul at Geneva and by the Permanent Representative of Czechoslovakia accredited to the League of Nations. The registration of this Agreement took place June 1, 1923.

VLÁDA REPUBLIKY ČESKOSLOVENSKÉ a vláda říše Německé, snažice se dáti vzájemným hospodářkým vztahům urovnány právní základ, dehodly se v těchto bodech :

Článek 1.

Průvoz zboží všeho druhu a osob z území jednoho státu územím státu druhého, jakož i do-prava zboží a osob z Německa do Československa a obráceně nebudou příště podrobeny omezením kromě těch, jež vyplynou jako technicky nutná opatření ze všeobecného stavu dopravního.

Podrobnější ustanovení o tom, jakož i o ostatních otázkách železniční dopravy jsou obsažena v příloze a) této úmluvy.

Výjimka ze zásady uvedené v prvním odstavci dovoluje se u zboží, jež je v jednom z obou států předmětem státního monopolu. Obě vlády vyhrazují si později podrobněji se dohodnouti o postupu při průvozu tohoto zboží. Až do té doby nebude na dosavadní praxi nic měněno.

Článek 2.

Porud trvá přechodné hospodářství, kterého je třeba k tomu, aby překonány byly hospodářské následky války, budou platiti dosavadní omezení dovozu a vývozu, ale přes to bude zásadně snahou každé strany působiti k tomu, aby podle hospodářské situace byla tato omezení zrušována. Pro tuto dobu budou platiti pro vzájemný obchod zbožím tato pravidla :

- a) S obou stran budou sestaveny a co nejdříve vyměněny seznamy volného zboží, jehož dovoz a vývoz nemá zásadně býti podroben nijakému omezení. Každé straně se ponechává na vůli, aby zavedla pro zboží, obsažené v seznamu volného zboží, povinnost přihlášky, neb tam, kde již jest, aby ji ponechala v nynější podobě. Seznamy volného zboží mohou býti změněny podle potřeby. Tyto změny, pokud

¹ The exchange of ratifications took place at Prague September 12, 1922.

¹TRANSLATION.

No. 430. — ECONOMIC AGREEMENT BETWEEN THE CZECHO-SLOVAK AND THE GERMAN GOVERNMENTS, SIGNED AT PRAGUE JUNE 29, 1920.

THE GOVERNMENT OF THE CZECHOSLOVAK REPUBLIC and the GOVERNMENT OF THE GERMAN REICH, being desirous of establishing their mutual economic relations on a definite legal basis, have agreed to the following provisions :

Article 1.

The transit of goods of all kinds, and of persons, from the territory of one of the two States through the territory of the other State and the conveyance of goods and persons from Germany to Czechoslovakia and *vice versa* shall in future be subject to no restrictions other than those which are found to be necessary on technical grounds having regard to the requirements of the general traffic situation.

Detailed provisions on this and other questions relating to railway traffic are given in Annex A to this Agreement.

An exception to the principle laid down in Paragraph 1 is permissible in the case of goods which form a State monopoly in one of the two countries. The two Governments reserve the right to conclude further agreements at a future date on the procedure to be applied in the case of the transit of these goods. Until such date no change shall be made in the existing practice.

Article 2.

The import and export restrictions at present existing in the two States shall be retained so long as the provisional regime introduced to deal with the economic consequences of the war remains in force. Nevertheless each Party shall in principle endeavour to effect their removal so far as the economic situation permits. While such restrictions remain in force, the following regulations shall apply to the goods traffic of both Parties.

- (a) Each Party shall draw up and forward to the other Party as soon as possible a free list of such goods as may be imported and exported without any restriction. Either Party shall have the right to introduce measures rendering it obligatory to notify the authorities of the despatch of goods specified in the free lists or to maintain unchanged any existing measure to this effect. The free lists may be modified as circumstances require. Modifications reducing the number of articles in the free lists shall not apply to goods consigned for transport on the day on which notice of the modification is given.

Each Party shall at the earliest possible moment advise the other Party of any modifications which it may make.

- (b) Goods not specifically mentioned in the free lists shall only be imported or exported by either Party under licence. Each Party undertakes to grant the other Party

¹ Translated by the Secretariat of the League of Nations.

facilities for the issue of import and export licences for such goods as are described in Annexes B) and C) — which form an integral part of this Agreement — as being of special importance for the economic life of the other Party. These annexes may, whenever necessary, be modified by mutual arrangement.

Both Parties agree that their Governments will act in accordance with the principle that, when the requirements of the home market have been met, they will as a general rule grant export licences for such goods as are enumerated in Annex B to an extent sufficient to satisfy the requirements of the State submitting the applications. The fact that such goods are being exported to a third State shall normally be regarded as evidence that the requirements of the home market may be considered to be adequately covered.

In particular, the German Government is prepared, as regards the aniline dyes required by the Czechoslovak Republic, to use its best endeavours to induce the German industry concerned to deliver the quantities indispensable to Czechoslovak industries on favourable terms. The German Government will not interfere with the export of such quantities as the German industry in question is prepared to deliver to the Czechoslovak industry.

- (c) The two Governments are prepared to give full effect to any future export licences issued in accordance with existing regulations for the whole period during which they are valid, even if the export regulations should be subsequently modified.

A licence may be cancelled :

- (1) If it endangers important public interests ;
- (2) If it has been obtained by false declarations or improper means.

Export licences issued previous to the date of the imposition of new export duties (including the increased charges for handling the goods in the customs) or the raising of existing export duties (including the increased charges for handling goods) shall not be affected by the new provisions for a period of six weeks after the coming into force of the latter. On the expiration of this period export licences shall only continue to be valid (unless otherwise specially provided and unless the special circumstances of the case warrant an exception) if the duty, or the difference between the old and the new duty, as the case may be, has been paid in respect of the value of the goods which have still to be exported at this date.

The period mentioned in the preceding paragraph shall be reckoned from the date on which the licence was drawn up, in the case of an export licence which is extended, and from the date on which the first licence was drawn up in the case of an export licence issued to replace a licence which has expired.

Future export licences which, for reasons demonstrably beyond the control of the parties concerned, cannot be used within the time allowed, shall be extended or renewed, as the case may be, provided that the conditions under which they were granted remain unchanged. An extension or renewal shall not be refused on the ground that new export regulations have been introduced in the meantime.

Both Parties promise to give friendly consideration to applications for the extension or renewal of export licences submitted in accordance with old agreements which are inconsistent with the new export regulations. The two Governments undertake, if necessary, to employ all the means at their disposal to induce the competent licensing offices to settle these cases in a friendly spirit.

Article 3.

In so far as the question of the issue of export licences is determined by the level of prices of the goods exported, contracts concluded before the introduction of regulations regarding prices (or of new regulations regarding prices) shall not, as a rule, be affected thereby if the regulations regarding prices in force at the time when the contract was concluded were conformed to and if :

- (a) the purchaser has already paid instalments, or
- (b) the consignor has already made deliveries under the contract, or
- (c) the purchaser has already agreed to a corresponding increase in price.

The benefits of the foregoing general provisions may be withheld in the case of contracts of exceptionally long standing.

The Governments of both Parties shall endeavour to arrange that the fixing of minimum export prices shall be effected in a manner which shall ensure a direct exchange of goods between Germany and the Czechoslovak Republic under conditions which shall at the same time obviate, as far as is practicable, the granting of special privileges to purchasers in third States.

Article 4.

The two Parties are agreed that, apart from such cases arising out of the transitional economic régime as are provided for in Articles 2 and 3, they will make every endeavour to give effect by degrees to the principle that the reciprocal trade between the two countries should not be restricted by any import, export or transit prohibitions whatsoever.

Exception to this principle shall be allowed :

- (a) for reasons of public safety ;
- (b) in the case of goods which form a State monopoly in one of the two countries ;
- (c) for the purpose of giving effect to police regulations for the protection of the public health ;
- (d) for the purpose of subjecting foreign goods to the same prohibitions and restrictions as are imposed on the manufacture, sale and transport of goods of native origin within the country.

The principle formulated in Article 4 shall apply in particular to such goods as are included in the free lists which may be in force at the time in the two countries.

Article 5.

As regards the export of wood from Czechoslovakia, the previous regulations relating to export licences already issued, the renewal of lapsed export licences and the issue of export licences for old contracts shall be cancelled and the following provisions shall be substituted therefor :

(1) New licences shall be prepared in place of export licences issued down to April 14, 1920, inclusive, to cover the quantities of wood which still remain to be exported and the period for which the old licences still have to run. In respect of these new licences, payment must be made of the ordinary export registration fees which shall be reckoned on the basis of the invoiced prices given in the old export licences.

(2) Upon application being made by the parties concerned, new export licences shall be issued for such export licences as have lapsed, provided they did not lapse until after December 15, 1919, that the failure to export the goods can be shewn to be due to difficulties connected with their transport and consignment, and that the applications for the renewal of the export licences have been submitted to the Czechoslovak Timber

Commission or the Foreign Trade Commission not later than May 31, 1920. In this case also the export licence registration fees which are in force, when the new licence is issued, shall be reckoned on the basis of the invoiced prices given in the lapsed licences.

(3) Old timber contracts for which no export licence has as yet been issued, or old timber contracts for which a licence has been issued but which do not satisfy the conditions laid down in No. 2. above, shall be dealt with in the same manner as applications for export licences made in respect of new contracts, and shall therefore be subjected to a fresh examination in conformity with the existing provisions. The Czechoslovak Government, however, undertakes to extend to these contracts — *ceteris paribus* — specially favourable consideration, and declares that the Government or the Timber Commission, as the case may be, will exercise no influence whatsoever on the selling prices actually fixed in the contract.

The Czechoslovak Government, however, will only grant this exceptional treatment to such parties as submit copies of the old contracts or extracts therefrom to the Timber Commission at Prague (Prag II., Hybernska I) at the earliest possible date and, in any case, not later than September 1., 1920. The above time limit shall not apply to the application for export licences.

A minimum export price of 525 M. per cubic metre for logs and of 350 M. per cubic metre for deals shall be taken as a basis in reckoning the export registration fees to be paid in respect of old contracts, provided the official minimum export prices are higher than the prices mentioned above. If the official minimum export price falls below these amounts, the new official export price shall be taken as the basis in reckoning the general export certificate registration fees.

The Czechoslovak Government agrees that it will in future place no difficulties of any kind in the way of the export to Germany of logs, deals and boards under the existing regulations, and more especially that it will endeavour to meet the wishes of Germany in respect of the export of timber from the frontier districts, from Slovakia and on the waterways.

Article 6.

The Czechoslovak Government undertakes to deliver 300 waggons immediately and a further 300 waggons by the end of June, 1920, in respect of old contracts, which are still in force for the supply of malt. The German purchasers will pay on these 600 waggons a sum fixed at the rate of 450 M. for the double centner, this amount covering the purchase price and the export duty. The Czechoslovak Government further declares its willingness to make good out of the new harvest the deficiency of 1050 waggons still remaining under the old contracts, on the understanding that the purchase price need not be that given in the old contracts, but may be fixed in accordance with a new agreement between the respective Contracting Parties in the two countries.

Article 7.

The Agreement set out in Annex D has been concluded for the purpose of regulating the sale and supply of coal between the two Parties.

Article 8.

The Agreement set out in Annex E has been concluded for the purpose of regulating certain financial questions.

Article 9.

The two Parties have agreed to the following special provisions, which are set out in Annex F, for the purpose of giving increased traffic facilities in the frontier districts (i.e. for a distance on either side of the frontier as a general rule not exceeding 15 kilometres.)

Unless otherwise specially provided in Annex F, the restrictions in force as regards freedom of traffic and the provisions concerning the control by the State of certain products shall not be affected by these regulations. Residents on the frontier, however, who are nationals of one State and who cultivate plots of land in the territory of the other State, shall be under no compulsion upon that account to make deliveries of produce for the benefit of the latter State.

Article 10.

While maintaining the privileges granted in connection with "the minor frontier traffic", the Czechoslovak Government undertakes, until such time as a commercial treaty is concluded between the two countries, not to give less favourable treatment to German nationals in regard to the amount required as security and, the import and export duties, import, export and transit traffic, import, export and transit regulations, duties on consumption and internal taxation, the exercise of trade and commerce and of manufactures and agriculture and the acquisition of movable and immovable property, than the treatment accorded to the nationals of any third State.

Joint Stock companies, and other commercial, industrial or financial companies, including insurance companies, whose headquarters are situated in the territory of either of the Parties and are legally established in accordance with the laws of that Party, shall also be entitled to exercise all their rights in the territory of the other Party, subject to the laws and decrees applicable to the matter in that territory, and, in particular, they shall be entitled to conduct actions in the Courts either as plaintiffs or defendants.

The authorisation required to enable them to carry on their business in the territory of the other Party shall be subject to the legal and administrative provisions in force in that territory. Nevertheless, such companies as are carrying on their business in the Czechoslovak Republic in accordance with an authorisation granted by the Government of the former Monarchy shall, provided they have not already done so, apply within a period of 6 (six) months after the coming into force of this Agreement to the competent authorities of the Czechoslovak Republic for a new authorisation or give up business within the same period in the Czechoslovak Republic. Until such time as these applications are definitely granted or refused, the companies in question may continue to carry on business in conformity with their former authorisation on the same scale as hitherto. In the case of a new authorisation, no permit fees shall be paid on that portion of the share deposit and debenture capital for which the State fees chargeable within the territory of the Czechoslovak Republic for permission to carry on the business of the companies have already been paid.

If, by reason of the founding of the Czechoslovak State, the German Government takes steps to settle on a new basis and in accordance with the new grouping of the States, the relations of the Austrian and Hungarian companies which had their registered offices in the former Austro-Hungarian Monarchy, but were formerly authorised to carry on business in Germany, the conditions of the new arrangement shall in no respect be less favourable than the conditions agreed to above.

The companies mentioned in paragraph 2 of this Article shall not, in so far as their actual legal position is concerned, be treated in either state more unfavourably than similar companies of any third State which are recognised as being legally constituted. This provision shall not affect any decisions which may be taken in accordance with concessions granted by the State nor any decisions relating to questions of a purely administrative character.

Article 11.

The two Governments will endeavour to establish, as far as circumstances permit, their adjacent Customs offices at one and the same place to allow of the official formalities being carried out simultaneously when goods pass out of the one Customs territory into the other.

The Austro-Hungarian head Customs office which was formerly set up in Görlitz under the terms of a treaty with Austria-Hungary, will be retained as a Czechoslovak head office in virtue of the same treaty.

Article 12.

No transit duties shall be levied on goods which are in transit in the territory of one of the two parties and which are coming from or are going to the territory of the other Party.

This arrangement shall apply not only to goods in direct and uninterrupted transit, but also to goods in transit which are transhipped or warehoused.

Article 13.

For the purpose of encouraging and developing traffic between the two countries, both Parties agree, where no doubt exists as to the identity of the articles imported and exported, to dispense with import and export duties in the case of goods (excluding articles of consumption) which are not under Customs control in the territory of one of the two Parties and are conveyed from that territory to markets and fairs in the territory of the other Party, or of articles which are otherwise sent on approval to the territory of the other Party, and also in the case of samples and patterns introduced by commercial travellers provided the articles in question are re-exported unsold within a period fixed beforehand.

Nothing in the above provisions shall affect the special regulations introduced to give effect to the licensing system.

The procedure hitherto followed to give effect to the above provisions shall not be altered until further notice.

Article 14.

With a view to preventing the smuggling of goods out of or into their respective territories, and with a view to punishing the offenders, the two Parties undertake to assist each other by the adoption of appropriate measures, and to maintain the penal laws promulgated for this purpose, to grant legal assistance, to permit the supervising officials of the other Party to pursue offenders into their territory and to afford the other Party all the necessary information and assistance which can be given by the fiscal authorities, by Customs and police officials and also by the heads of communes and villages.

The detailed Customs regulations which are to be laid down in accordance with these general provisions shall be dealt with in a special agreement. The regulations hitherto in force shall be maintained until further notice.

The two Governments shall be free to draw up, if they should deem it desirable, a further agreement regarding the right to damages.

The two Parties will make every endeavour to grant travelling facilities, especially in connection with trade and with the traffic to health resorts, and where it is found impossible to modify existing passport regulations, they will endeavour to arrange that the necessary formalities shall be carried through with as little inconvenience and delay as possible.

Article 15.

With regard to the Customs examination of goods which must be accompanied by a way bill or other transit documents, the two Parties agree to grant further traffic facilities by dispensing with the formality of removing the Customs seals, affixing fresh seals and unpacking a consign-

ment, when the goods in question pass directly from the territory of one of the Contracting Parties into the territory of the other Party, provided all the regulations in force at the time in regard to such goods are complied with.

Article 16.

The existing traffic connected with the finishing trades shall be maintained in all essential respects.

The German Government undertakes to place no obstacle in the way of the export of undressed flax and of retted flax to Czechoslovakia for manufacture into thread if such export is proposed by the German Flax-Growers' Company or its legal successors. The Czechoslovak Government similarly undertakes to place no obstacle in the way of the re export of the quantity of thread produced from the undressed and retted flax imported from Germany into Czechoslovakia for manufacturing purposes, and more particularly to use its best endeavours to prevent any such difficulties being raised by the authorities responsible for dealing with these matters. Nevertheless, the Czechoslovak Government reserves the right in individual cases to retain 10% of the finished product to meet the requirement of its own industry.

The provisions of this article shall not affect special agreements which have been concluded, or which may be concluded from time to time, in regard to the traffic connected with a specified finishing trade.

Article 17.

Merchants, manufacturers and other persons engaged in business, who can show that they are paying the legal charges imposed in the State, in which they are domiciled, on the business carried on by them shall, if they make purchases either personally or through travellers in their service, or if they endeavour to obtain orders merely by importing samples and patterns, be called upon to pay no further charges in the territory of the other Party in connection with such business. As regards the licensing of commercial travellers engaged in the trade between the two countries, the certificate reproduced in Annex G shall be recognised by both Parties as conferring the same privileges as were granted under the type of license previously in force.

The nationals of one Party engaged in the carrying trade or in ocean or river navigation between places situated in various States shall not be liable to pay licence fees in respect of such trade in the territory of the other Party.

Article 18.

Each of the Parties shall permit the maritime and inland navigation of the other Party to be carried on, as regards the vessels and their cargoes, under the same conditions and on payment of the same dues and also subject to the same conditions and, in every other legal respect, as apply in the case of their own ships and cargoes. This provision shall apply equally to the maritime coasting trade. The nationality of the ships of each of the Contracting Parties shall be determined in accordance with the laws of their home country. No change shall be made in the practice which has hitherto obtained in the recognition of the tonnage certificates and gauging certificates of the two Parties. The foregoing provisions shall not affect the regulations which have been laid down, in existing international treaties or which may be laid down in future international treaties.

Furthermore, the two Parties reserve the right to conclude a special agreement regarding the reciprocal treatment of shipping.

Article 19.

The two Parties have decided to conclude special agreements regarding the postal, telegraph and telephone traffic, measures for the prevention of epizootic diseases in both countries and the procedure to be followed in matters relating to legal assistance.

The Contracting Parties also undertake, within a month after the ratification of this agreement, to communicate to each other drafts of a treaty for the prevention of double taxation and mutual legal assistance in taxation questions (procedure for ascertaining the amount of the taxes and for fixing and collecting them) and for the penalties to be imposed for offences against the fiscal regulations.

Article 20.

Each State shall treat the nationals of the other State on precisely the same footing as its own nationals as regards social insurance.

Article 21.

The present Agreement shall not affect the provisions of the Treaty of Peace of Versailles or of any Treaties of Peace still to be concluded, nor shall it affect the provisions of the Treaty of St. Germain-en-Laye of September 10, 1919, concluded between the Principal Allied and Associated Powers and Czechoslovakia.

Article 22.

This Agreement, which has been drawn up in Czechoslovak and in German, shall, after approval by the Government and the legislative bodies, be ratified and the instruments of ratification shall be exchanged as soon as possible at Prague. It shall come into force on the third day after ratification and shall, unless otherwise specially provided, continue in force until the expiration of a period of three months after the date on which it is denounced by one of the two Parties.

Done at Prague, June 29, 1920.

(Signed) DR. V. SCHUSTER.

(Signed) VON STOCKHAMMERN.

ANNEX A.

(1) The International Convention on the Transport of goods by Rail shall apply without modification to traffic between Czechoslovakia and Germany.

On this basis the railway administration shall regulate traffic relations between the two countries, due regard being had to existing conditions in regard to operations and traffic.

(2) The two Parties shall endeavour to make the same principles applicable so far as possible to the regulation of international traffic with other countries, in which Germany and Czechoslovakia are concerned.

(3) The two Governments shall instruct their railway administrations :

- (a) to commence as soon as possible the necessary preliminary work for framing through tariffs for specified articles and to specified places between Germany and Czechoslovakia ;
- (b) to take, as required, appropriate measures in technical operating and traffic matters, for the regular development of passenger and goods traffic ;
- (c) to do everything in their power reciprocally to facilitate the despatch of foodstuffs and other merchandise of prime necessity.

(4) Either Government shall be guided in its tariff policy towards the other Party by the same principles as govern its policy towards all other countries. More particularly, in accordance with the previously existing terms of equality agreed upon between Germany and the former Austro-Hungarian Monarchy in regard to all traffic questions, neither party shall adopt a hostile traffic policy towards the other.

(5) Both Governments are agreed that steps shall be taken at the earliest opportunity to convene a conference of as many railway administrations as possible with a view to framing an arrangement regulating the conditions for the passage and mutual interchange of rolling stock and that, if this scheme cannot be realised at an early date, separate conventions of this nature shall be entered into for individual traffic services.

Pending the entry into force of this arrangement, the International Convention on Rolling Stock formerly in force shall immediately be made applicable again.

(6) The German Government is in principle prepared to transport as promptly as possible former prisoners of war and legionaries returning home from Russia via Hamburg.

The German Government is at present unable to make a definite statement regarding concessions in respect of the transport of Czechoslovak emigrants returning home from America via the German North Sea ports. It is prepared however immediately to notify the Czechoslovak Government of any separate decision which it may take in the case of any definite application containing a statement of the numbers of such emigrants and of other necessary particulars.

(7) The following terms are agreed upon regarding the questions of importation into and transit through Germany, discussed during the negotiations at Teschen on March 4, 1920, concerning goods traffic between Czechoslovakia and Germany :

- (a) The two Governments shall guarantee to each other free import within the limits of the import permits issued by their respective Government Commissioners.

Special entry permits shall not in future be required by the German railway administrations.

- (b) The two Governments shall guarantee each other unrestricted transit traffic by rail.

The respective railway administrations shall come to a special agreement regulating transit traffic, due allowance being made for existing traffic difficulties. Should the provisional regulations for transit traffic contained in this Annex give rise to difficulties as regards operation at individual frontier stations or on sections communicating therewith, an endeavour shall be made to overcome such difficulties by negotiation.

Special transit permits shall no longer be required.

- (c) The Czechoslovak and German railway administrations shall enter into a reciprocal undertaking to give each other due notice of any large consignments which may in future be despatched and to make special arrangements regarding the best methods for forwarding such consignments in transit.

Annex 7 b) to Annex A.

The German railway administration is prepared, notwithstanding its peculiar difficulties in regard to traffic and operation, to guarantee to the Czechoslovak railway administration, pending further arrangements, that it will forward from all Czechoslovak frontier stations for transit through Germany up to 200 waggons daily.

ANNEX B

I.

List of exports from Germany to Czechoslovakia considered particularly important by Czechoslovakia.

(1) Aniline dyes, coal tar dyes and synthetic indigo. 2. Raw materials, auxiliary materials and chemicals for the glass and porcelain industries; vitreous sand; plaster stone. 3. Salt (table salt, salt for cattle food and for industrial use.) 4. Potassic salts. 5. Salts of cobalt. 6. Lithographic stone. 7. Metachromatype plates. 8. Chloride of magnesium. 9. Resin. 10. Emery and manufactured emery products. 11. Iron and steel. 12. Bronze: aluminium. 13. Machines, especially printing and composing machines, special machines of all kinds. 14. Iron and steel tools. 15. Electricotechnical articles. 16. Chemical and pharmaceutical products. 17. Artificial silks and staple yarns. 18. Sugar-beet seed and other natural seed for agricultural purposes. 19. Seed potatoes. 20. Celluloid. 21. Zinc-blende.

II.

List of exports from Czechoslovakia to Germany considered particularly important by Germany.

1. Timber (logs, planks, pit props, deals). 2. Kaolin (China-clay). 3. Graphite. 4. Quartzite. 5. Glycerine (synthetic). 6. Malt. 7. Hops. 8. Calves, intestines. 9. Esparto fibre, wickerwork made of wood shavings. 10. Cement. 11. Crude glass. 12. Clover seed.

ANNEX C.

List of goods for which Germany guarantees importation facilities to Czechoslovakia, and vice versa, upon definite conditions and in specific quantities.

I. Exports from Czechoslovakia to Germany:

1. Gablonz wares. 2. Glassware. 3. Porcelain, earthenware and fire-proof goods. 4. Buttons (all kinds). 5. Mineral waters; authentic spring water products derived from medicinal wells. 6. Musical instruments and parts of musical instruments. 7. Leather goods, leather gloves. 8. Semi-precious stones and articles made of garnet. 9. Hair nets; prepared hair. 10. Artificial flowers. 11. Chemicals. 12. Feathers for pillows. 13. Millstones. 14. Cigar and cigarette holders. 15. Chalk. 16. Beer. 17. Basalt. 18. Toys and parts of toys. 19. Coarse basket and wicker goods. 20. Embroidered and lace goods and haberdashery. 21. Special furniture.

II. Exports from Germany to Czechoslovakia:

1. Toys and parts of toys. 2. Machines, especially milling, tilling, spinning and agricultural machines, dressing machines for the mining industry, stone-crushers, dredgers, milk separators, electromotors, agricultural implements, especially double ploughs. 3. Motor cars and parts of motor cars. 4. Musical instruments. 5. Graphical productions. 6. Sheet zinc. 7. Plain printing colours. 8. Soldering tools and soldering plant. 9. Heating and cooking apparatus, especially oil and gas cookers and laboratory lamps. 10. Tin plate and hammered metal articles. 11. Photographic paper, chemicals and rolls of films. 12. Small ironware. 13. Porcelain and glass. 14. Elbe sandstone. 15. Beer. 16. Garden produce. 17. Wall-papers.

ANNEX D.

COAL AGREEMENT BETWEEN THE GOVERNMENTS OF THE CZECHOSLOVAK REPUBLIC AND THE GERMAN REICH.

The German Government shall release for exportation to the Czechoslovak Republic during the period from July 1, 1920 to December 31, 1920 inclusive a supply of mineral coal and coke amounting in all to 105,000 tons per month.

This quantity shall include 15 to 20,000 tons of mineral coal and coke from Lower Silesia, of which not less than 7,500 to 10,000 tons must be delivered in mineral coal.

The whole of the remainder shall be released from Upper Silesia.

The Government of the Czechoslovak Republic must transport from Lower Silesia 15,000 tons monthly out of the above mentioned quantities in its own waggons, while the rest will be delivered by Germany in German waggons.

The Czechoslovak Republic shall in return release to Germany 202,000 tons of Bohemian brown coal and 4,000 tons of Kladno and (or) Pilsen mineral coal monthly.

This supply shall be loaded in German waggons, unless Czechoslovak waggons can be made available. It may also be transported to Germany by water, with free use of the transshipping stations at Aussig and Rossawitz.

The Czechoslovak Government shall in addition place at the disposal of the German Reich 15,150 tons of brown coal monthly, from which the necessary supplies of bunker coal shall be made available for transport by the Elbe of Czechoslovak goods to and from the Czechoslovak Republic. Any additional quantity of coal required for the Elbe transport shipping shall be supplied by Germany.

The Government of the German Reich shall release 4,000 tons of coal monthly to Czechoslovakia from the Saxon and Lower Silesian State markets (Landabzatz). Czechoslovakia shall release a supply not exceeding 2,500 tons monthly from the State market, plus a further 500 tons, which shall be transported by rail and allocated monthly for household purposes to the railway, customs and police officials of either State in the respective frontier zones.

Should the Government of the Czechoslovak Republic require separate consignments of coke from Upper Silesia, such consignments shall be delivered in the ratio of 7 tons of coke to 10 tons of coal.

Should either of the Contracting Parties be unable to make deliveries punctually in any one month, it must forward the remainder in the next month.

After home railway requirements have been met, deliveries abroad by either Party must be made *pari passu* with home deliveries.

Both Parties declare themselves willing, upon the expiration of this Agreement, to negotiate for the prolongation of the same for a further five months, *i. e.* to May 31, 1921, either without modification or subject to a reduction not exceeding 75 % in the quantities fixed herein.

ANNEX E.

(1) No restrictions, except such as apply to Czechoslovak nationals, shall be placed upon the release to German nationals of property own by them, which is still either wholly or in part under an embargo (so-called Embargo Accounts-Sperrkonti) in the territory of the Czechoslovak Re-

public. Any abatement or repayment of fees of any kind charged in the Czechoslovak Republic in respect of the notification of claims by German nationals on Czechoslovak debtors or of the notification and stamping of foreign scrip owned by German nationals shall be made upon the same terms as are applicable in the case of Czechoslovak nationals and nationals of other countries. German property shall only be subject to further measures of embargo or confiscation to the same extent and in the same manner as the property of Czechoslovak nationals or of the nationals of third countries. If German property be declared escheated owing to failure to give notification, an impartial enquiry shall be held to ascertain whether such property can be restored.

(2) Any subsisting embargo upon securities, owned by German nationals and still held on deposit in the Czechoslovak Republic, whether in the territory of the latter or in any other place, shall likewise be raised. Any further measures of embargo or confiscation which may be taken shall be within the limits applicable to Czechoslovak nationals or nationals of third countries.

(3) Scrip owned by German nationals which may mature either now or at a future date shall be redeemable and new coupons and dividend warrants for such scrip shall be issued, without prejudice to the terms of the Ordinance of the Ministry of Finance at Prague dated January 20, 1920 (Legal Gazette 104.310/1919), provided that bondholders of German nationality transmit to the competent German Finance officials a formal Declaration in triplicate in conformity with the specimen contained in the annex hereto.

One of the three copies of such formal declaration shall be deposited in the archives of the Finance officials concerned, who shall retain the second for transmission to the Czechoslovak Government and shall return the third to the person making the declaration together with an official voucher. Scrip forwarded together with the formal declaration shall at the same time be stamped by the Finance Officials or by their duly appointed agencies.

Scrip subject to the terms of the Finance Ministry's Ordinance of January 20, 1920, shall likewise be stamped. In this case evidence produced in conformity with this Ordinance shall be regarded as proof that such scrip can be accepted for stamping.

No further formalities shall be required. A formal declaration shall not be required in the case of subsequent payments on scrip stamped in the above manner.

All scrip, including the actual bonds (Mäntel), the talons, if expiring on or before December 31, 1923, and the untorn coupons, as they become mature, which must all be marked in exactly the same manner in all respects, must be stamped as soon as possible and in no case later than September 15, 1920.

The formal declarations collected on behalf of the Czechoslovak Government together with the tabulated lists of scrip, which constitute an integral part of the declarations, shall be forwarded to the above Government through the competent Finance officials not later than October 15, 1920.

In conformity with paragraph 156 of the Imperial Criminal Code, the German Finance officials are competent to receive the formal declarations in lieu of an oath.

The German Finance officials and banks which carry on a business for redeeming scrip, cashing coupons, etc., must immediately notify the competent Public Prosecutor's Office, for further action, of any proceedings contrary to the formal declarations made to them which may come to their notice.

Matured scrip will only be redeemed and interest and dividend certificates will only be renewed, provided that payment is made by German persons or companies on securities, coupons and dividend warrants, which have been stamped in Czechoslovakia, in conformity with the Ordinance of March 12, 1919 (No. 126 Collection of Laws and Ordinances), regarding the registration and marking of scrip, to Czechoslovak nationals or persons who have on March 12, 1919 been resident for more than one year in the Czechoslovak Republic upon the same terms as to German nationals.

Annex to 3, of Annex E.

(Financial Clauses.)

Specimen.

To the Finance Office,

.....

Being desirous of receiving the equivalent of the coupons and redeemed stock in respect of the scrip specified overleaf or of new coupons in regard to the securities described overleaf.

I make the following formal declaration :

I. (a) I am now habitually domiciled at outside the territory of the Czechoslovak Republic and was on March 12, 1919, already habitually domiciled outside the territory of the Czechoslovak Republic, namely at I did not (or did not continuously) reside in Czechoslovak territory during the period from March 12, 1918 to March 12, 1919, and did not at any time and do not now possess Czechoslovak nationality.

I was formerly a national and am now a national.

I. (b) The represented by us had its registered offices outside Czechoslovak territory on March 12, 1919, and also during the period from March 12, 1918 to March 12, 1919.

It did not have a branch establishment in the territory of the Czechoslovak Republic in this period. It was and is a company incorporated under German Law with registered offices at ...

(2) The scrip specified in this declaration overleaf together with the talons and coupons were at outside the territory of the Czechoslovak Republic on March 12, 1919, and have not on any occasion since that date been sent into the territory of the Czechoslovak Republic.

(3) I (or the represented by me) acquired the scrip specified overleaf in (year) by purchase, gift, bequest or They are my property (or the property of the represented by me).

(4) This application for the redemption of scrip, the cashing of coupons or the issue of new coupons is not made either directly or indirectly on behalf of a person who was obliged to notify and transmit for stamping the scrip, together with the talons and coupons under the Ordinance of the Czechoslovak Republic of March 12, 1919 (No. 126, Collection of Laws and Ordinances), regarding the registration and marking of scrip, but solely and entirely on my own behalf (or on behalf of the represented by me).

Date 1921.

.....

Signature.

Note. This form is intended not only for individuals, but also for public trading companies, limited and unlimited liability companies (Kommanditgesellschaften), legal persons, joint stock companies, limited and unlimited joint stock companies (Kommanditgesellschaften auf Aktien), limited liability companies, syndicates, registered societies and associations incorporated under public law and should be filled in appropriately in each case. Passages which are not applicable should be crossed out. If in the case of a trading company, a legal person or association, declarations are only legally binding when made jointly by several persons, the latter must make a joint formal declaration.

No. of item	Exact description of the securities according to type	Series Letter No.	Nominal value	Rate of interest	Interest due on

ANNEX F.

INCREASED TRAFFIC FACILITIES ON THE FRONTIER.

(1) Farm live stock and agricultural implements belonging to landed estates or properties which are intersected by the frontier line, seed for the cultivation of the fields, field produce and stock farming products derived from the same, may, when despatched from the place of production or origin to the buildings or premises in which it is intended to keep them, be taken free of duty from one Customs zone into the other by the natural approaches, as indicated by the agricultural use or purpose to which these articles are put.

(2) Residents on the frontier who have to cultivate their own or leased fields or meadows in the opposite frontier zone ; or have to carry on any other agricultural labour there — but only in the neighbourhood of their domicile — shall enjoy exemption from duty for the seed for cultivating the abovementioned properties and the field produce and crops in sheaves derived therefrom and also for draught animals and agricultural implements intended for tillage.

If local circumstances or the kind of labour to be carried out appears to require it, the frontier may also be crossed on by-roads, subject to the observance of any control regulations which may be made for this case, provided that the return journey is made on the same day.

(3) Objects of a similar description may also be imported and exported between the respective frontier zones by by-roads, subject to the observance of the relative control regulations, provided that local conditions make this measure desirable and feasible : *e. g.* leached wood ashes, or cinders used as fertilizing, common sand for mortar and flints and pebbles, animal manure, raw tinder, flax and hemp with their roots, grass, moss, rushes, feeding herbs, forest litter, hay, straw and chaff, milk, broken emery and rottenstone (or Tripoli powder), common clay and common potters' earth, firewood, coal, peat and bog earth.

(4) Live stock driven to pasturages in the other frontier zone or returning therefrom, and live stock imported or exported to be stall-fed, may be taken over the frontier free of duty provided that they are duly identified. Further, produce derived from such live stock, *e. g.* milk, butter, cheese, wool, and young live stock reared meanwhile, may be re-exported free of duty in appropriate quantities, taking into account the number of heads of live stock and the duration of the grazing season.

In so far as local conditions require, the frontier may be crossed on by-roads subject to the observance of any local control regulations which may be taken for this case, provided that the grazing season in the opposite frontier zone is of a sufficiently long duration.

Salt, flour and bread taken by residents on the frontier during the mountain grazing season to their mountain pasturages situated in the opposite territory for the purposes of consumption when grazing their herds in the mountain pastures, shall likewise be free of duty.

The respective Customs administrations shall fix the quantities of salt, flour and bread which are to be exempted from customs duty in accordance with the requirements of the case.

(5) Live stock imported temporarily for draught purposes from one zone into the other and re-imported after work from the latter into the former, agricultural machines and implements imported from one frontier zone into the other for temporary use and re-exported again into the former after use, and cattle imported and re-exported to be fattened, shall be free of duty subject to the regulations for goods imported under Customs control (Vorwerk).

(6) Residents on either side of the frontier shall be exempt from all Customs duties in regard to cereals, oil-seed, hemp, flax, wood, tanners' bark, and other similar agricultural commodities taken by them to mills in the opposite frontier zone, to be ground, crushed, bruised, cut up, sawn powdered, or treated in a similar manner and to be re-exported as finished articles.

Exemptions from the ordinary Customs regulations shall be granted in this case, also if any specially noteworthy local considerations so require, subject to the substitution of other regulations appropriate to the circumstances for the purpose of preventing the defrauding of the Customs. The appropriate quantities of such products which may be re-imported or must be re-exported in place of the raw materials shall be fixed as required in agreement by the respective Customs administrations.

(7) Both parties shall further grant exemption from Customs duties to all sacks and other packing cases and wrappings in which agricultural products, such as cereals and other field produce, gypsum, lime, beverages or liquids of other descriptions and other articles exchanged in trade between the frontier zones are taken into the adjacent zones and which are thence brought back empty by the same road.

(8) The existing facilities with regard to the exchange between inhabitants in either frontier zone as regards articles of personal use to be repaired or for technical treatment shall remain in force. This provision shall also apply to domestic service and shall hold good as regards yarn and textiles in process of being dyed. In addition to stuffs used for making up articles of clothing and transported under the terms relating to technical treatment, trimmings used for the same purpose shall also be free of Customs duty.

(9) Prepared medicines, fetched by residents on the frontier from pharmacies in the vicinity, on production of prescriptions by duly certified doctors, in small quantities corresponding to the actual requirements of the purchasers, may also be imported without a licence from the Government officials and cleared free of Customs duty. Further, a prescription will not be required in the case of simple drugs used for medicinal and simple pharmaceutical and chemical preparations which have an accurate and clear description on the wrapper, and which may be retailed under the regulations in force in the country in question.

(10) All other existing facilities, formalities and control regulations regarding frontier traffic shall remain in force.

(11) Curdled milk (in pots) and gypsum, produced in the German frontier zone and taken into the Czechoslovak frontier zone for consumption or use there, shall be admitted into Czechoslovakia free of duty. Onions and garlic and other garden produce from the vicinity of Zittau, transported into the Czechoslovak frontier zone by wheeled vehicles of all kinds, shall enjoy the same conditions.

Whortleberries gathered in the Czechoslovak frontier zone and transported into the German frontier zone for consumption there shall be admitted into Germany free of duty.

Either Contracting Party shall be free to make the granting of these concessions, in so far as they apply to its own territory, conditional upon the fulfilment of special provisions.

(12) Both countries undertake to issue instructions with regard to procedure for the delivery of export and import permits, with a view to facilitating the frontier traffic referred to above in a manner appropriate to the requirements.

ANNEX G.

(Specimen.)

TRADING CERTIFICATE FOR COMMERCIAL TRAVELLERS.

Year 19.....

No.

Valid in the Czechoslovak Republic and in Germany.

Bearer (Christian names and surname)

(Name of place) (Day, month, year)

(Seal)

(Authority)

.....
(Signature)

It is hereby certified that the bearer possesses a (designation of factory or business) in

..... trading in the name of (Firm).....
..... in the service of the firm of or is a commercial traveller in the service of the firm of.....
..... in,
which possesses a (name of factory or business) in the same place.

It is further declared, since the bearer proposes to solicit custom and to make purchases on behalf of this firm and likewise of the following firm (s) (description of factory or business) in, that the legally established taxes have to be paid in respect of the commercial activities of the aforementioned firm (s) in this country.

Description of Bearer :

Age :

General appearance :

Hair :

Special characteristics :.....

(Signature)

Note. Space must be left in the form for the insertion of either of the interlinear alternatives given in the specimen. Only the alternative applicable to the circumstances of the case should be inserted.

N.B. The bearer is only entitled to solicit custom and to make purchases as a commercial traveller and on behalf of the aforementioned firm (s). He may take with him samples of goods but no goods. Further, he must comply with the regulations in force in each State.

PROTOCOL.

During the negotiations concerning the Economic Agreement signed to-day, the Czechoslovak and German Delegations reached agreement upon the following points.

I.

(WAR LOANS).

German nationals, who were resident in Czechoslovakia at the time of the flotation of the War Loans and who shall have been granted Czechoslovak nationality upon an application for naturalisation made within six months of the ratification of the present Agreement, shall enjoy the same rights in regard to the treatment of Austrian War Loans subscribed to by them, as are accorded to Czechoslovak nationals.

The same condition shall apply in the case of Austrian War Loans, subscriptions to which were made on behalf of German companies and similar bodies which had an establishment, branch establishment, affiliated company or other business branch offices in the territory of the Czechoslovak Republic at the time of flotation, provided that these companies, etc. have been admitted to equal rights with Czechoslovak companies (nostrifiziert) at the time of the ratification of the present Agreement, or are admitted to equal rights upon application made to the competent authorities within six months of the aforesaid date.

Persons inheriting War Loan bonds shall until the date of maturity enjoy all rights which were possessed by the testator in conformity with Paragraph 1 on the same terms as the testator. Similarly persons who have acquired War Loan Bonds from companies of the kind specified in Paragraph 2, which have been wound up, shall be entitled, within the period mentioned in Paragraph 1 and subject to the conditions applying to the acquisition of Czechoslovak nationality referred to therein, to the same rights as Czechoslovak nationals in regard to War Loans.

The foregoing declaration shall include Hungarian War Loan bonds subscribed to and acquired under the same conditions.

II.

(CASHING OF COUPONS).

German creditors shall receive payment in respect of coupons and other liabilities in regard to bonds issued by private railways which are situated exclusively on Czechoslovak soil and which have been nationalised, on the same terms as Czechoslovak nationals.

PRAGUE, *June 29, 1920.*

(Signed) DR. V. SCHUSTER.

(Signed) VON STOCKHAMMERN.