N° 1113.

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 Coterminal 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 divided by 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 between 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.
2 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, Chișineu, Ineu, Tinca, Cluța, Oradia-Marc, Marghita, Mofinul Mic, Satu Mare, and Dej. The water-level at Gurahonț 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 frontier-line, 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.

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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 1, 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 11.

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

1. Ecsed (Eced) marsh drainage, and Someș (Szamos) left bank floods protection and conservancy association;
2. Lower Nyir (Nîr) Conservancy Association;
3. Berettyó (Beretău) Conservancy and floods protection association;
4. Crișul Repede (Sebes Körös) floods protection association;
5. Crișul Negru (Fekete-Körös) floods protection association;
6. County of Arad floods protection association;
7. Lower Crișul 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 Mezőhegyes running-water canal which is the property of the Mezőhegyes estate and is intersected by the frontier, shall be settled by special agreement.
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


The particulars of the dissolution of this Association are as follows:

1. (a) Total territory .......... 162,866 acres (arp. cad.) (1,435 toises)
    Belonging to Hungarian part 78,637 arp. cad. = 1,308 48,283 %
    Belonging to Roumanian part 84,299 » » = 127 51,717 %

1. (b) Total net income ............ 1,279,510.92 crs.
    Hungarian .................... 660,410.46 » » = 51,599 %
    Roumanian .................... 619,100.46 » » = 48,401 %

1. (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 %
   2. For administration, upkeep and protection ......... 77,698.25 crs.
      Hungarian ................ 37,139.98 » » = 47.8 %
      Roumanian ................ 40,561.27 » » = 52.2 %

Assets.

II (a) Cash on April 1, 1920, at Carei-Mari in stamped crowns .......... 261,250.— crs.
II (b) Reserve funds in the Royal Hungarian Treasury: Guarantee for the loan of 5,500,000 florins .......... 22,500.— crs.
600,000 florins ............... 29,400.— 
II (c) Reserve Fund for flood protection in the Hungarian Commercial Bank at Pest:
   4 % Bonds for the dismortgaging of the ground ........ 4,000.— 
   4 % Bond of the Hungarian Land Bank, nominal value .......... 36,000.— 
II (d) Capital funds:
   1. Pensions fund, Headquarters of Association, building costs ........ 147,118.11 
      (a) 6 % war loan, second issue, subscribed for at the Central Savings Bank at Carei-Mari and deposited in the Hungarian Bank at Budapest, nominal value ........ 20,000.— 
      (b) 6 % war loan, fifth issue, subscribed for at the Central Savings Bank at Carei-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 ........ 20,000.— 
      (d) Cash in hand on September 1, 1923 ................ 26,066.08 lei
      Bonds ............................................ 22,500.—
      (The bonds are deposited at the Central Savings 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 ............... 30,000.— 
      (b) 6 % war loan, sixth issue, at the Credit Bank at Debreczen ............... 5,000.— 
      (c) War loans at the People's Bank at Carei-Mari:
           6 % 1st issue ................ 30,000.—
           6 % 2nd issue ................ 20,000.—
           6 % 5th issue ................ 25,000.—
           6 % 6th issue ................ 20,000.—
           5 1/2 % 8th issue .......... 12,000.—
           Nominal value ................. 107,000.— crs.
(d) Cash deposited at the Italo-Hungarian Bank, declared in Roumania.

3. Funds for damage caused by fire:
   (a) 5 1/2% war loan, 8th issue, at the State Bank at Carei-Mari.
   (b) Deposit in the Central Savings Bank at Carei-Mari.
   (c) Immovable property:
       1. 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).
   (f) Movable property:
       1. Central inventory at Carei-Mari installations, maps, plans, instruments, &c., purchase price.
       2. Central inventory at Ecsed: installations, maps, plans, instruments, &c., purchase price.
   3. Excavator on Roumanian territory.
   (g) Arrears of contributions towards general work and upkeep on April 1, 1920.

Liabilities.

III (a) Mortgage loans:
1. With the Hungarian Land Bank, 11,000,000 crowns, of which there remained on April 1, 1920.
2. With the Hungarian Land Bank, 1,200,000 crowns, of which there remained on April 1, 1920.
3. Joint debt on the floating loan at the Hungarian Commercial Bank at Pest, on April 1, 1920.
   (b) Arrears of contributions towards the amortisation of loans on April 1, 1920.
   (Sum subsequently paid by the Hungarian parties concerned and repayable when the bank debts are allocated.)
   (c) Debt in cash:
       People's Bank at Carei-Mari on April 1, 1920 (Roumanian stamp).
       (d) Officials' pay:
           From September 1, 1920, to October 31, 1923.
           From April 1, 1920, to August 31, 1920 (Roumanian stamp).
       (e) Officials' pensions and pensions granted as a favour, charged to the budget, from April 1, 1920, to October 31, 1923:
           On Hungarian territory.
           On Roumanian territory.

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

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I (c) 1, 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 Carei-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 Krasna (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 Krasna (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) 1-2. — The movable property included in the inventories at the Central Offices at Carei-Mari and Ecsed shall 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 price paid 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 Carei-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. Ladislau de Péczy, Director and Chief Engineer, and the clerk, Francis Éles, 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 Étiennne Éles, Jules Lonkay, Béla Gyene, Désidéré 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. Ladislau Péczy, John Papp, Nicholas Wieser, Joseph Szűcs, Alois Kelemen, Géza Kindy, Jules Papp, Alexander Szilágyi, Béla Kölcsy, Alexander Tarczy, Paul Mozsa, Francis Tóth, Francis Éles, 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.

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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:

<table>
<thead>
<tr>
<th></th>
<th>Arp. Cad.</th>
<th>Toises</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total territory</td>
<td>24,214</td>
<td>1,290</td>
</tr>
<tr>
<td>Hungarian</td>
<td>24,163</td>
<td>1,498</td>
</tr>
<tr>
<td>Roumanian</td>
<td>1,50</td>
<td>1,936</td>
</tr>
</tbody>
</table>

The share of expenses will be proportional 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 (Beretáu) Conservancy and Floods Protection Association.

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

I (a) Total territory .... 340,547 — Arp. Cad. 437 toises.
    Hungarian ............ 325,119

I (b) Total net income .... 3,150,072.65 crs.
    Hungarian share ...... 3,028,187.04
    Roumanian share ...... 121,885.61

I (c) Basis of share in costs
    Hungarian ............ 15,106,717.54
    Roumanian ............ 501,556.86

Assets.

    Hungarian.......... 177,740,70 crs
    Roumanian

II (a) Cash in hand on March 31, 1920, stamped crowns...

II (b) Paper securities:

1. Hungarian Government Stock, 4% gold, at the Savings Bank of the Comitat of Bihor, at Oradia-Mare, nominal value...

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2. Hungarian Government Stock, 4% gold, at the Savings Bank at Oradia-Mare, nominal value.

3. Hungarian Government Stock, 4% gold, at the National Savings Bank of Pest, Union No. 1, nominal value.

4. Hungarian Government Stock, 4% gold, in the hands of the Association, nominal value. War Loan in the First National Savings Bank at Pest:

5. 6%, Second issue
6. 5 1/2%, Fourth issue
7. 5 1/2%, Fifth issue
8. 5 1/2%, Seventh issue

War Loan in Savings Bank at Oradia-Mare:

9. 6%, Second issue
10. 6 1/2%, Seventh issue

II (d) Reserve and Guarantee Funds:

1. Security for the loan of 3,040,000 crowns borrowed from the Austrian Land Bank at Vienna and deposited in the Royal Hungarian Treasury.

2. Security for the loan of 1,172,000 crowns borrowed from the Austrian Land Bank and deposited in the Royal Hungarian Treasury.

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.

4. Security for the loan of 300,000 crowns borrowed from the Hungarian Commercial Bank at Pest and deposited in the Royal Hungarian Treasury.

5. Security for the loan of 450,000 crowns 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 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.

7. Telephone deposit with the Post Office and Telegraph Department at Oradia-Mare.


II (e) Reserve Fund for protection against floods:
On deposit at the Savings Bank of the Comitat of Bihor, at Oradia-Mare.

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 headquarters of the Association, as from September 1st, 1923, shall be divided between the two parts of the Association on the basis of the percentage given in paragraph I (c.).)

II (g) Movable property, viz:
Office furniture and installations, instruments, etc., purchase price.

II (h) Contributions paid by the Hungarian parties concerned since April 1, 1920, to the Association at Oradia-Mare (This sum shall be reckoned in favour of the Hungarian parties concerned.)

<table>
<thead>
<tr>
<th>Hungarian</th>
<th>Roumanian</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.</td>
<td>13,500.— flor.</td>
</tr>
<tr>
<td>3.</td>
<td>7,600.— crs.</td>
</tr>
<tr>
<td>4.</td>
<td>10,000.— flor.</td>
</tr>
<tr>
<td>5.</td>
<td>50,000.— »</td>
</tr>
<tr>
<td>6.</td>
<td>25,000.— »</td>
</tr>
<tr>
<td>7.</td>
<td>25,000.— »</td>
</tr>
<tr>
<td>8.</td>
<td>25,000.— »</td>
</tr>
<tr>
<td>9.</td>
<td>50,000.— crs.</td>
</tr>
<tr>
<td>10.</td>
<td>25,000.— »</td>
</tr>
<tr>
<td>1.</td>
<td>174,800.— »</td>
</tr>
<tr>
<td>2.</td>
<td>64,460.— »</td>
</tr>
<tr>
<td>3.</td>
<td>246,240.— »</td>
</tr>
<tr>
<td>4.</td>
<td>16,050.— »</td>
</tr>
<tr>
<td>5.</td>
<td>42,150.— »</td>
</tr>
<tr>
<td>6.</td>
<td>70,888.71</td>
</tr>
<tr>
<td>7.</td>
<td>395.— lei</td>
</tr>
<tr>
<td>8.</td>
<td>375.— »</td>
</tr>
<tr>
<td>9.</td>
<td>3,400.— »</td>
</tr>
<tr>
<td>10.</td>
<td>11,087.70 »</td>
</tr>
<tr>
<td>11.</td>
<td>7,703.05 crs.</td>
</tr>
<tr>
<td>12.</td>
<td>75,128.69 »</td>
</tr>
</tbody>
</table>
League of Nations — Treaty Series.

**Liabilities.**

<table>
<thead>
<tr>
<th>Hungarian</th>
<th>Roumanian</th>
</tr>
</thead>
<tbody>
<tr>
<td>3,040,000.— crs.</td>
<td>113,500.— lei</td>
</tr>
<tr>
<td>1,172,000.— »</td>
<td>50,000.— »</td>
</tr>
<tr>
<td>4,560,000.— »</td>
<td>25,000.— »</td>
</tr>
<tr>
<td>300,000.— »</td>
<td>12,500.— »</td>
</tr>
<tr>
<td>750,000.— »</td>
<td>——</td>
</tr>
<tr>
<td>1,557,994.— »</td>
<td>——</td>
</tr>
</tbody>
</table>

**III (a) Mortgage Loan:**
1. Austrian Land Bank at Vienna (k. k. priv. Allg. Österr. Bodenkreditanstalt)  
2. Ditto  
3. Hungarian Commercial Bank at Pest  
4. Ditto  
5. Ditto  
6. Central Mortgage Bank (38.642 % share of loan of 4,040,000 crowns borrowed jointly with the Hortóbágy-Berettyó (Beretâu) Canal Association)  

**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 1920 and October 1921)  
(Of this sum 50,000 lei are registered with the headquarters of the Association.)  
2. Savings Bank at Oradia-Mare, borrowed between March and May, 1920  
3. Savings Bank at Oradia-Mare loan on security, 1915  
4. Savings Bank at Oradia-Mare, loan on security, 1918  
5. First Union of the National Savings Bank, loan on security, war loan, third issue  
6. Same Bank, loan on security, war loan, fourth issue  
7. Same Bank, loan on security, war loan, fifth issue  
8. Same Bank, loan on security, war loan, seventh issue  

**III (c) Arrears of contributions to amortisation of loans on April 1, 1920.** (These data will be taken into consideration when negotiations are begun with the Banks concerned)  

**III (d) Salaries of officials from April 1, 1920, to August 31, 1923**  

**III (e) Pensions of officials from April 1, 1920, to December 31, 1920**  

**III (f) Advance made by the Hungarian parties concerned to the Joint Association at Oradia-Mare from August 5, 1921, to August 15, 1923.** (This sum shall be reckoned in favour of the Hungarian parties concerned).  

**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.

No. III13
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 Berettyóújfalu 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. Tátrár, 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 CRÎŞUL REPEDE (SEBES KÖRÖS) FLOODS PROTECTION ASSOCIATION.

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

I (a) Total territory: 155,907.—arp. cad.

- Hungarian: 136,018.— 325
- Roumanian: 19,889.— 1,085

= 1,410 toises

<table>
<thead>
<tr>
<th>Country</th>
<th>Toises</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hungarian</td>
<td>1,410</td>
<td>87.24 %</td>
</tr>
<tr>
<td>Roumanian</td>
<td>250</td>
<td>12.76 %</td>
</tr>
</tbody>
</table>

I (b) Total net income:

- Hungarian: 1,385,984.74 crs.
- Roumanian: 1,106,630.02

= 189,357.82 crs

<table>
<thead>
<tr>
<th>Country</th>
<th>Crs.</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hungarian</td>
<td>86.34 %</td>
<td></td>
</tr>
<tr>
<td>Roumanian</td>
<td>13.66 %</td>
<td></td>
</tr>
</tbody>
</table>

I (c) Basis of share in expenses:

- Hungarian: 4,993,004.67
- Roumanian: 4,532,145.1

= 460,859.67 crs

<table>
<thead>
<tr>
<th>Country</th>
<th>Crs.</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hungarian</td>
<td>90.77 %</td>
<td></td>
</tr>
<tr>
<td>Roumanian</td>
<td>9.23 %</td>
<td></td>
</tr>
</tbody>
</table>

No. 1113
Assets.

II (a) Cash in hand on August 16, 1923

II (b) Deposits:
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 account
6. At the Savings Bank and Economic Bank of the Comitat of Bihor
7. At the Hungarian Land Bank on deposit
8. At the First Union of the National Savings Bank of Pest
9. At the Savings Bank at Komád

II (c)

II (d) Securities:
1. 6 1/2% War Loan, 1917, Department of Finance at Oradia-Mare
2. 6% War Loan, 1917, Department of Finance at Oradia-Mare
3. 6% War Loan, 1914, Department of Finance, Oradia-Mare (guarantee for loan on security)

II (e) Reserve funds, guarantees:
1. Austrian Land Bank at Vienna, for the loan of 60,000 crowns, 4% gold Government Stock
2. Hungarian Commercial Bank at Pest for the loan of 5,400,000 crowns Government Stock at 4%, gold
3. Hungarian Government Stock at 4%, gold
4. Hungarian Commercial Bank at Pest for the loan of 1,400,000 crowns Government Stock, 4%, gold
5. Hungarian Commercial Bank at Pest for the loan of 1,766,000 crowns Government Stock, 4%, gold
6. Hungarian Land Bank for the loan of 1,767,000 crowns Government Stock, 4%, gold
7. First Union of National Savings Bank at Pest for the loan of 1,767,000 crowns Government Stock, 4%, gold

II (f) Pension funds:
1. Cash on August 16, 1923
2. Combined Bank and Savings Bank at Oradia-Mare
3. Combined Bank and Savings Bank at Oradia-Mare, on deposit
4. Discount and Mortgage Bank at Oradia-Mare
5. Discount and Mortgage Bank at Oradia-Mare
6. Savings Bank at Oradia-Mare
7. Savings Bank at Oradia-Mare
8. Savings Bank and Economic Bank of the Comitat of Bihor
9. Economic Savings Bank at Komád

II (g) Other reserve funds:
1. Pump reserve fund at the Savings Bank at Oradia-Mare
2. Fire insurance reserve fund at the combined Bank and Savings Bank at Oradia-Mare

No. 1113

Hungarian

Roumanian

8,978.80 lei

4,049.— »

830.— »

5,682.— »

274.— »

189,400.— »

1,377.— »

103,582.— crs.

2,000,000.— crs.

50,000.— »

35,000.— »

7,800.— »

314,686.— flor.

118,600.— »

71,000.— »

100,000.— »

100,000.— »

100,000.— »

7,443.37 lei

20,482.— »

6,161.— »

7,720.— »

8,579.— »

44,123.— »

20,435.— »

43,695.— »

18,058.30 crs.

13,715.— »

4,000.— »
3. Telephone deposit at the Post and Telegraph Office at Oradia-Mare
4. Reserve fund for flood protection at the Savings 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.

**Liabilities.**

III (a) Mortgage loans:
1. Austrian Land Bank, Vienna, for loan of 600,000 crowns (1882).
2. Hungarian Commercial Bank at Pest (1888) ........................................ 5,400,000.—
3. Hungarian Commercial Bank at Pest (1895) ........................................ 1,400,000.—
4. Hungarian Commercial Bank at Pest (1917) ........................................ 1,766,000.—
5. Hungarian Land Bank (1917) ............................................................. 1,767,000.—
6. First Union of the National Savings Bank at Pest (1917) ......................... 1,767,000.—

III (b) Loans on Security:
(On War Loan assigned to the account of the pensions funds.)
1. At the Savings Bank of Oradia-Mare .............................................. 50,000.—
   paid jointly by the two parts of the Association.
2. At the Savings Bank of the Comitat of Bihor at Oradia-Mare ................. 182,500.—
   paid jointly by the two parts of the Association.
3. At the Savings Bank of Komád
   III (c) Salaries of officials.
   III (d) Pensions of officials

III (c) 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 (f) 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 taken into account. Once the valuation is made, interest shall be reckoned for the period between September 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.
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 1, 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 Tóth, 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.

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 Crișul 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 Crișul Repede (Sebes-Körös) Floods Protection Association, on the one hand, and the Roumanian part of the Crișul 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:

<table>
<thead>
<tr>
<th></th>
<th>Hungarian</th>
<th>Roumanian</th>
<th>Total net income</th>
<th>Basis of participation in expenses</th>
</tr>
</thead>
<tbody>
<tr>
<td>I (a) Total territory</td>
<td>58,583 toises</td>
<td>91,719 toises</td>
<td>150,303 toises</td>
<td>1,479 toises</td>
</tr>
<tr>
<td>I (b) Total net income</td>
<td>464,044.91 crs.</td>
<td>801,405.67 crs.</td>
<td>1,265,450.58 crs.</td>
<td>38,977 %</td>
</tr>
<tr>
<td>I (c) Basis of participation in expenses</td>
<td>863,029.49</td>
<td>415,447.88</td>
<td>51,862 %</td>
<td>48,138 %</td>
</tr>
</tbody>
</table>

No. 1113
**Assets.**

**II (a) Cash in hand on April 1, 1920, at Salonta-Mare.**

**II (b) Securities:**

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 Hungarian Land Bank for the loan of 5,950,000 crowns by that Bank
2. Guarantee Fund of 6 % War Loan for the loan of 637,000 crowns by the Hungarian Land Bank

3. In the Royal Hungarian Treasury for the loan of 637,000 crowns the reserve fund in bonds of the Hungarian Land Bank at 4 %

4. Deposit with the Department of Posts and Telegraphs at Oradia-Mare

**II (d) Reserve fund for floods protection: deposit at the Savings Bank Salonta Mare**

**II (e) Immovable property:**

Headquarters of the Association at Salonta Mare (purchase price 34,719.38 crowns).

**II (f) Movable property:**

(value as per inventory).

1. On Roumanian territory:
   1. Furniture and office installations
   2. Instruments
   3. Apparatus for the upkeep of the telephone and reserve material
   4. Material for concrete work
   5. Petroleum engine and central pump (6"), central pump (4"), syphon pipe (8"), and two construction pumps
   6. Dredging machine

2. On Hungarian territory:

3. Carrying apparatus belonging to the dredging machine

**II (g) 1. Arrears of contributions towards amortization of loans, on April 1, 1920**

2. Arrears of contributions towards cost of working, on April 1, 1920

**Liabilities.**

**III (a) Mortgage loans:**

1. Borrowed on April 1, 1891
2. Borrowed on April 1, 1898
3. Borrowed on April 1, 1909
4. Borrowed on April 1, 1916
5. Borrowed on April 1, 1917

2. With the Hungarian Land Bank borrowed, July 1, 1902

3. With the Hungarian Land Bank borrowed January 1, 1902

(This last sum was borrowed by the Floods Protection Association for the parties concerned in

**Hungarian**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hungarian Cash in hand on April 1, 1920, at Salonta-Mare</td>
<td></td>
</tr>
<tr>
<td>Hungarian Securities at the General Hungarian Credit Bank</td>
<td></td>
</tr>
<tr>
<td>1. 5½ % War Loan 1916</td>
<td>300,000</td>
</tr>
<tr>
<td>2. 5½ % War Loan 1918</td>
<td>500,000</td>
</tr>
<tr>
<td>3. 6 % War Loan 1914</td>
<td>200,000</td>
</tr>
<tr>
<td>4. 6 % War Loan 1915</td>
<td>100,000</td>
</tr>
<tr>
<td>5. 6 % War Loan 1916</td>
<td>450,000</td>
</tr>
<tr>
<td>Hungarian Reserve funds</td>
<td></td>
</tr>
<tr>
<td>1. Reserve fund for the 4 % bonds of the Hungarian Land Bank</td>
<td>895,000</td>
</tr>
<tr>
<td>2. Guarantee Fund of 6 % War Loan</td>
<td>4,850</td>
</tr>
<tr>
<td>Hungarian in the Royal Hungarian Treasury</td>
<td></td>
</tr>
<tr>
<td>1. In the Royal Hungarian Treasury for the loan of 637,000 crowns</td>
<td>34,100</td>
</tr>
<tr>
<td>Hungarian Reserve funds for floods protection deposit at the Savings Bank</td>
<td></td>
</tr>
<tr>
<td>1. Reserve fund for floods protection deposit at the Savings Bank Salonta</td>
<td></td>
</tr>
<tr>
<td>Hungarian Immovable property</td>
<td></td>
</tr>
<tr>
<td>Headquarters of the Association at Salonta Mare</td>
<td></td>
</tr>
<tr>
<td>Hungarian Movable property</td>
<td></td>
</tr>
<tr>
<td>1. On Roumanian territory</td>
<td></td>
</tr>
<tr>
<td>1. Furniture and office installations</td>
<td></td>
</tr>
<tr>
<td>2. Instruments</td>
<td></td>
</tr>
<tr>
<td>3. Apparatus for the upkeep of the telephone and reserve material</td>
<td></td>
</tr>
<tr>
<td>4. Material for concrete work</td>
<td></td>
</tr>
<tr>
<td>5. Petroleum engine and central pump (6&quot;), central pump (4&quot;), syphon pipe</td>
<td></td>
</tr>
<tr>
<td>6. Dredging machine</td>
<td></td>
</tr>
<tr>
<td>Hungarian on Hungarian territory</td>
<td></td>
</tr>
<tr>
<td>7. Carrying apparatus belonging to the dredging machine</td>
<td></td>
</tr>
<tr>
<td>Hungarian Arrears of contributions towards amortization of loans, on April</td>
<td></td>
</tr>
<tr>
<td>1. Arrears of contributions towards cost of working, on April 1, 1920</td>
<td></td>
</tr>
</tbody>
</table>

**Roumanian**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hungarian Reserve funds for floods protection deposit at the Savings Bank</td>
<td></td>
</tr>
<tr>
<td>1. Reserve fund for floods protection deposit at the Savings Bank Salonta</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Hungarian Reserve funds for floods protection deposit at the Savings Bank</td>
<td>910 lei</td>
</tr>
<tr>
<td>2. Hungarian Arrears of contributions towards amortization of loans, on April</td>
<td>9,000 lei</td>
</tr>
<tr>
<td>1. 1891</td>
<td>7,989.40 crs.</td>
</tr>
<tr>
<td>2. 1898</td>
<td>6,243.20 crs.</td>
</tr>
<tr>
<td>3. 1909</td>
<td>502.10 crs.</td>
</tr>
<tr>
<td>4. 1916</td>
<td>3,796.20 crs.</td>
</tr>
<tr>
<td>5. 1917</td>
<td>10,012.80 crs.</td>
</tr>
<tr>
<td>6. 1917</td>
<td>33,796.66 crs.</td>
</tr>
<tr>
<td>Hungarian Arrears of contributions towards cost of working, on April 1, 1920</td>
<td>11,384.20 crs.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Hungarian Arrears of contributions towards cost of working, on April 1, 1920</td>
<td>50,474.59 crs.</td>
</tr>
<tr>
<td>2. With the Hungarian Land Bank borrowed, July 1, 1902</td>
<td>73,373.96 crs.</td>
</tr>
<tr>
<td>3. With the Hungarian Land Bank borrowed, January 1, 1902</td>
<td>43,732.75 crs.</td>
</tr>
</tbody>
</table>

**No. 1113**
canalization. It is exclusively payable by the Roumanian part of the Association.)

III (b) Current Account debts :

1. Loan on security, borrowed before April 1, 1920, from Hungarian General Credit Bank 331,021.— crs.
2. Floating loan, borrowed before April 1, 1920, from the Hungarian General Credit Bank, Oradia-Mare Branch 50,000.— lei

III (c) Salaries of officials in the employ of both parts of the Association, between April 1, 1920, and October 31, 1923. (M. Lazarovits, Director and Chief Engineer, and Cserésnyés, Dyke-keeper) 28,130.13 crs. 23,447.— lei

<table>
<thead>
<tr>
<th>Year</th>
<th>Hungarian Amount</th>
<th>Roumanian Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>In 1920</td>
<td>23,500.—</td>
<td>21,175.75</td>
</tr>
<tr>
<td>In 1921</td>
<td>23,500.—</td>
<td>21,175.75</td>
</tr>
<tr>
<td>In 1922</td>
<td>40,000.—</td>
<td>30,024.04</td>
</tr>
<tr>
<td>In 1923</td>
<td></td>
<td>25,020.04</td>
</tr>
<tr>
<td>Between January 1, 1923, and October 31, 1923.</td>
<td>15,117.50 crs.</td>
<td>5,250.— lei</td>
</tr>
</tbody>
</table>

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 (c). — 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 Cseresnyés, 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’s offices, 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 Crișul Repede (Sebes Körös) Association was compelled to pay an annual sum of 5,000 crowns to the Crișul 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 Crișul Repede (Sebes Körös) Association shall be transferred to the Roumanian part of the Crișul Negru (Fekete Körös) Association in the proportion fixed for the liquidation of the Crișul Repede (Sebes Körös) Floods Protection Association, the canal in question having become the property of the Roumanian part of the Crișul Negru (Fekete Körös) Association.

In accordance with concession No. H-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 Crișul 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 Crișul 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 Crișul Repede (Sebes Körös) Association. An agreement shall be concluded between the parties concerned in irrigation and the Hungarian part of the Crișul 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:

<table>
<thead>
<tr>
<th>I (a)</th>
<th>Total territory</th>
<th>136,750,— arp. cad.</th>
<th>350 toises</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hungarian</td>
<td>1,881.—</td>
<td>420</td>
<td>1.4%</td>
</tr>
<tr>
<td>Roumanian</td>
<td>134,868.—</td>
<td>1,530</td>
<td>98.6%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>I (b)</th>
<th>Total net income</th>
<th>1,049,432.72 crs.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hungarian share</td>
<td>13,616.50</td>
<td></td>
</tr>
<tr>
<td>Roumanian share</td>
<td>1,035,816.22</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>I (c)</th>
<th>Basis of share in total charges</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hungarian</td>
<td>516,008.10</td>
</tr>
<tr>
<td>Roumanian</td>
<td>507,921.81</td>
</tr>
</tbody>
</table>

No. 1113
<table>
<thead>
<tr>
<th>Assets</th>
<th>Hungarian</th>
<th>Roumanian</th>
</tr>
</thead>
<tbody>
<tr>
<td>II (a) Savings Bank deposits:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. &quot;Victoria&quot; Savings Bank at Chișineu</td>
<td>78.— lei</td>
<td>8,096.71 »</td>
</tr>
<tr>
<td>2. Co-operative Association at Erdeis</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Current account at the Comitat of Arad Savings Bank at Arad</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. On deposit in the same Bank</td>
<td>29,116.— »</td>
<td></td>
</tr>
<tr>
<td>5. Flood reserve fund on deposit in the Savings Bank at Chișineu</td>
<td>20,000.— mks.</td>
<td></td>
</tr>
<tr>
<td>6. Telephone deposit at Arad</td>
<td>18,249.78 lei</td>
<td></td>
</tr>
<tr>
<td>II (b) Securities:</td>
<td>390.— »</td>
<td></td>
</tr>
<tr>
<td>War Loan at the Comitat of Arad Savings Bank at Arad, nominal value</td>
<td>2,060,000.— crs.</td>
<td></td>
</tr>
<tr>
<td>II (c) Guarantee fund for loans:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. For the loan of 3,001,000 crowns from the Hungarian Land Bank</td>
<td>174,200.— »</td>
<td></td>
</tr>
<tr>
<td>Reserve fund for this loan:</td>
<td>125,800.— »</td>
<td></td>
</tr>
<tr>
<td>2. For the sum of 1,200,000 crowns borrowed from the same Bank</td>
<td>101,600.— »</td>
<td></td>
</tr>
<tr>
<td>Reserve fund for this loan:</td>
<td>18,400.— »</td>
<td></td>
</tr>
<tr>
<td>3. For the sum of 1,200,000 crowns borrowed from the same Bank</td>
<td>114,000.— »</td>
<td></td>
</tr>
<tr>
<td>Reserve fund for this loan:</td>
<td>6,000.— »</td>
<td></td>
</tr>
<tr>
<td>4. For the sum of 3,000,000 crowns borrowed from the same Bank</td>
<td>290,800.— »</td>
<td></td>
</tr>
<tr>
<td>Reserve fund for this loan:</td>
<td>9,200.— »</td>
<td></td>
</tr>
<tr>
<td>II (d) Pensions funds:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Hungarian 4½ % Government stock in the hands of the Association, nominal value</td>
<td>49,920.— »</td>
<td></td>
</tr>
<tr>
<td>2. 6 % War Loan (1914) at the Comitat of Arad Savings Bank</td>
<td>50,000.— »</td>
<td></td>
</tr>
<tr>
<td>3. 6½ % War Loan (1915) in the same Bank</td>
<td>40,000.— »</td>
<td></td>
</tr>
<tr>
<td>4. 6 % War Loan (1915) in the same Bank</td>
<td>50,000.— »</td>
<td></td>
</tr>
<tr>
<td>II (e) Immovable property:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Headquarters of the Association at Erdeis, cost of building, value</td>
<td>24,464.90 crs.</td>
<td></td>
</tr>
<tr>
<td>2. Chief Engineer’s house at Erdeis</td>
<td>16,967.02 »</td>
<td></td>
</tr>
</tbody>
</table>
| 3. 2,680 acres expropriated by the Association for the reservoir from the property of the Roman Catholic Bishopric in the communes of Beliu and Mociria | 1,624,160.39 » | (The Roumanian Government expropriated this land as part of its policy of agrarian reform and distributed it.)
| 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 | 4,100.70 » | |
| 2. Technical instruments, purchase price | 3,553.50 » | |
| 3. Two excavators (Ohrenstein and Koppel, Berlin) | | |
| 1916-1918 | 327,133.96 » | |
| 4. Carriage, vehicle, two horses, purchase price | 19,500.— lei | |
| 5. Reed-cutter | 1,855.48 crs. | |
| II (g) Arrears of flood area contributions, October 1, 1923 | 1,208.— lei | 775,359.53 lei |
Liabilities.

III (a) Debt owed by the Association on September 30, 1923

III (b) Mortgage loans:
1. With the Hungarian Land Bank, 1890
2. With the Hungarian Land Bank, 1905
3. With the Hungarian Land Bank, 1916
4. With the Hungarian Land Bank, 1918
(The amortisation of these loans falling due as from 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
On June 30, 1918
1. Of these loans there still remained on July 1, 1923
2. Current account debt at the "Victoria" Savings Bank at Chișineu

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 Erdes, the Chief Engineer's house, and the 2,393 "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 1, 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 47.62 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.

<table>
<thead>
<tr>
<th>Number</th>
<th>Name</th>
<th>Residence</th>
<th>Occupation</th>
<th>Married, single, etc.</th>
<th>Monthly salary in lei</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Mme John Ujj</td>
<td>Chișineu</td>
<td>Widow of Director and Chief Engineer</td>
<td>Widow</td>
<td>1,109.11</td>
</tr>
<tr>
<td>2</td>
<td>Julius Rissdörfer</td>
<td>Sümeg (Hungary)</td>
<td>Chief Engineer</td>
<td>Married</td>
<td>774.40</td>
</tr>
<tr>
<td>3</td>
<td>Mme Emeric Vörös</td>
<td>Medgyesegy (Hungary)</td>
<td>Cashier's widow</td>
<td>Widow</td>
<td>158.66</td>
</tr>
<tr>
<td>4</td>
<td>Mme Alexander Zechmeister</td>
<td></td>
<td></td>
<td></td>
<td>63.16</td>
</tr>
<tr>
<td>5</td>
<td>Lucas Fülop</td>
<td>Salonta-Mare</td>
<td>Keeper of records</td>
<td>Married</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Michel Bakonyi</td>
<td>Varsand</td>
<td>Dyke-watchman</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Etienne D. Nagy</td>
<td>Pilul-Mare</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Theodore Keszsbán</td>
<td>Cinteiu</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Andreas Szilágyi</td>
<td>Zerindul-Mare</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>George Murzai</td>
<td>Erdeși</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Etienne Csák</td>
<td>Vădaș</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Joseph Gyarmathi</td>
<td>Belzerind</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Joseph Gál</td>
<td>Zerindul-Mare</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Mme Theodora Florucza</td>
<td>Zarand</td>
<td>Dyke-watchman's widow</td>
<td>Widow</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>John Csukás</td>
<td>Erdeisi</td>
<td>Dyke-watchman</td>
<td>Married</td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Mme François Csák</td>
<td>Vădaș</td>
<td>Dyke-watchman's widow</td>
<td>Widow</td>
<td></td>
</tr>
</tbody>
</table>

In receipt of pensions voluntarily granted:

<table>
<thead>
<tr>
<th>Number</th>
<th>Name</th>
<th>Residence</th>
<th>Occupation</th>
<th>Married, single, etc.</th>
<th>Monthly salary in lei</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Mme Antoine Ulrich</td>
<td>Arad</td>
<td>Cashier's widow</td>
<td>Widow</td>
<td>50.00</td>
</tr>
<tr>
<td>2</td>
<td>Mme Eugénie Elemény</td>
<td>Alcsut (Hungary)</td>
<td></td>
<td></td>
<td>49.46</td>
</tr>
<tr>
<td>3</td>
<td>Mme Gerő Arszits</td>
<td>Topa-de-Jos</td>
<td>Widow of employee</td>
<td></td>
<td>60.00</td>
</tr>
</tbody>
</table>

Chișineu, February 26, 1924.
(Signed) SCHMIDT, Director and Chief Engineer.

ANNEX VII
RELATING TO THE LOWER CRISUL ALB (ALSÓ-FEHÉR-KÖRŰS) FLOODS PROTECTION AND CONSERVANCY ASSOCIATION.

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

1 (a) Total territory: 88,255. arp. cad.
   Hungarian: 79,401
   Roumanian: 8,854

1 (b) Total net income: 1,122,306.82 crs.
   Hungarian share: 1,051,106.27
   Roumanian share: 71,200.55

1 (c) Basis of participation in costs:
   Hungarian share: 183,788.79
   Roumanian share: 176,131.78

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Assets.

II (a) Cash on January 1, 1920
II (b)
II (c) Securities:
  Hungarian Government stock in crowns at the Comitat of Békés Savings Bank at Gyula, nominal value
II (d) Reserve funds:
  At the Hungarian Land Bank
  Telephone deposit at the Department of Posts and Telegraphs at Oradia-Mare
II (e) Reserve fund for floods protection:
  6% War Loan 1914 at the Comitat of Békés Savings Bank at Gyula, nominal value
On deposit at the same Savings Bank
II (f) Immovable property:
  (1) Headquarters of the Association at Gyula (re-estimated value)
  (2) House of Director and Chief Engineer at Gyula
(According to the contract concluded with Dr. Emile Jancovitch, 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:
  (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 amortisation of loans, on January 1, 1920
  (2) Costs of working
  Former costs of working

Liabilities.

III (a) (1) To the Hungarian Land Bank, borrowed April 1, 1896
  (2) To the Hungarian Land Bank, borrowed April 1, 1902
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.
  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, 1919
  (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.

<table>
<thead>
<tr>
<th>Category</th>
<th>Hungarian</th>
<th>Roumanian</th>
</tr>
</thead>
<tbody>
<tr>
<td>II (a) cash</td>
<td>67,929.99 crs.</td>
<td></td>
</tr>
<tr>
<td>II (b)</td>
<td>4,800.—</td>
<td></td>
</tr>
<tr>
<td>II (c) securities</td>
<td>480,000.—</td>
<td></td>
</tr>
<tr>
<td>II (d) reserve funds</td>
<td></td>
<td>25 lei</td>
</tr>
<tr>
<td>II (e) reserve fund for floods protection</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6% war loan 1914</td>
<td>7,000.—</td>
<td></td>
</tr>
<tr>
<td>On deposit at the same savings bank</td>
<td>7,540.—</td>
<td></td>
</tr>
<tr>
<td>II (f) immovable property</td>
<td>25,447.13</td>
<td></td>
</tr>
<tr>
<td>(1) headquarters of the association at gyula</td>
<td>62,376.67</td>
<td></td>
</tr>
<tr>
<td>(2) house of director and chief engineer at gyula</td>
<td></td>
<td></td>
</tr>
<tr>
<td>According to the contract concluded with dr. emile jancovitch, 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.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>II (g) movable property</td>
<td>3,164.50</td>
<td>10 crs.</td>
</tr>
<tr>
<td>(1) inventory of instruments</td>
<td>9,234.69</td>
<td></td>
</tr>
<tr>
<td>(2) office furniture and installations</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(3) 10-centimetre centrifugal pump (at present lent to the comitat of arad association)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>II (h) arrears of contributions</td>
<td>37,657.66</td>
<td>5,596.46 lei</td>
</tr>
<tr>
<td>(1) for the amortisation of loans, on january 1, 1920</td>
<td>50,533.28</td>
<td>5,393.68</td>
</tr>
<tr>
<td>(2) costs of working</td>
<td>702.14</td>
<td>1,202.78</td>
</tr>
<tr>
<td>Former costs of working</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

No. 1113
The pay of the officials engaged on this work, namely: 1 employee, 1 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 (c) 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 20,338.52 crowns, while the remaining 42,038.16 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 Crişul 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 Békés 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 Association.

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 SÁRAZÉR (FIRST) DRAINAGE ASSOCIATION.

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

I (a) Total territory . . . . 31,277.— arp. cad. 623 toises
    Hungarian . . . . 15,682.— " " 223 "
    Roumanian . . . . 15,595.— " " 400 "

I (b) Total net income . . . 290,680.06 crs.
    Hungarian share . . . . 139,159.84 "
    Roumanian share . . . . 151,520.84 "

I (c) Charges shall be borne in proportion to the net income.

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

II (a) Cash in Hand on April 1, 1920 . . . . .

II (b) Savings Bank deposits:
1. The Public Economic Bank at Arad . . . .
2. The Public Economic Bank at Arad . . . .

II (c) . . . .

II (d) Securities:
War loan at the Department of Finance at Arad, nominal value . . . .
II (e) Guarantee fund in the State Treasury at Budapest:
1. For loans of 89,200 crowns and 731,440 crowns:
   4 % Government Stock in gold florins, nominal value . . . .
   Government Stock in crowns, 4 % Cash . . . .
   2. For the loan of 350,000 crowns,
   4 % bonds of the Hungarian Land Bank . . . .
   4 % Hungarian Government Stock, in crowns . .
   Cash . . . .
   3. For the loan of 93,178.36 crowns:
   4 % bonds of the Hungarian Land Bank . . . .
   4 % Hungarian Government Stock in crowns . .
   Cash . . . .
   II (f) Pensions fund . . . .
   II (g) Arrears of contributions of the floods area on
April 1st, 1920.
   At the Rumanian contribution offices at Arad and
   Pecica . . . .
   At the Hungarian contribution offices at Makó,
   Oroszáza, Hódmezővásárhely . . . .

II (h) Immovable property:
   Inventory value of the furnishings . . . .
   Inventory value of instruments . . . .

<table>
<thead>
<tr>
<th>Hungarian</th>
<th>Roumanian</th>
</tr>
</thead>
<tbody>
<tr>
<td>7,525.92 crs.</td>
<td>61,639.71 crs.</td>
</tr>
<tr>
<td>3,317.50 crs.</td>
<td>33,479.48 crs.</td>
</tr>
<tr>
<td>30,000.—</td>
<td>2,317.50 crs.</td>
</tr>
<tr>
<td>6,800.— gold fl.</td>
<td>9,114.12 crs.</td>
</tr>
<tr>
<td>18,800.—</td>
<td>588.63 crs.</td>
</tr>
<tr>
<td>900.—</td>
<td>4,600.—</td>
</tr>
<tr>
<td>200.—</td>
<td>1,360.— lei</td>
</tr>
<tr>
<td>32,479.96 crs.</td>
<td>119,955.23 crs.</td>
</tr>
<tr>
<td>2,020.—</td>
<td>180.—</td>
</tr>
</tbody>
</table>

No. 1113
<table>
<thead>
<tr>
<th>Liabilities.</th>
<th>Hungarian</th>
<th>Roumanian</th>
</tr>
</thead>
<tbody>
<tr>
<td>III (a) Mortgage loans:</td>
<td>93,178.46 crs.</td>
<td>13,718.72 crs.</td>
</tr>
<tr>
<td>1. Hungarian Land Bank.</td>
<td>350,000.— »</td>
<td>50,204.34 lei</td>
</tr>
<tr>
<td>2. Hungarian Land Bank.</td>
<td>»</td>
<td>600.— crs.</td>
</tr>
<tr>
<td>3. Hungarian Commercial Bank at Pest</td>
<td>731,440.— »</td>
<td>4,376.— lei</td>
</tr>
<tr>
<td>4. Hungarian Commercial Bank at Pest</td>
<td>69,200.— »</td>
<td>»</td>
</tr>
<tr>
<td>III (b) Pay of Association officials from April 1st, 1920, to September 1st, 1923</td>
<td>»</td>
<td>»</td>
</tr>
<tr>
<td>Salary of M. Géza Kökényessy, Director.</td>
<td>»</td>
<td>»</td>
</tr>
<tr>
<td>III (c) Pensions from April 1st, 1920, until November 1st, 1923</td>
<td>»</td>
<td>»</td>
</tr>
<tr>
<td>For M. Géza Kökényessy</td>
<td>»</td>
<td>»</td>
</tr>
<tr>
<td>III (d) Debt owed by Hungarian part to Roumanian part for the work of assessing contributions and for the ledgers, on the terms agreed</td>
<td>11,361.25 lei</td>
<td>»</td>
</tr>
</tbody>
</table>

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:

<table>
<thead>
<tr>
<th>Employee</th>
<th>Pension per annum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Géza Kökényessy, living at Arad, pension.</td>
<td>1,456 lei per annum</td>
</tr>
<tr>
<td>Mme Sigismond Szabó, widow, living at Makó, pension voluntarily granted</td>
<td>300 » » »</td>
</tr>
<tr>
<td>Etienne Bodnár, living at Pecica, pension</td>
<td>295 » » »</td>
</tr>
<tr>
<td>Balázs Horváth, living at Battonya, pension</td>
<td>168 » » »</td>
</tr>
<tr>
<td>Mme André Kisuczki, widow, living at Battonya, pension voluntarily granted</td>
<td>590 » » »</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>2,809 lei per annum</strong></td>
</tr>
</tbody>
</table>

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 Crișul 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 1 (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.

No. 1113