

N° 2621.

PERSE ET
UNION DES RÉPUBLIQUES
SOVIÉTISTES SOCIALISTES

Accord relatif à l'exploitation des pêcheries sur la côte méridionale de la mer Caspienne, avec protocole. Signés à Moscou, le 1^{er} octobre 1927, et échange de notes de la même date.

PERSIA
AND UNION OF SOVIET
SOCIALIST REPUBLICS

Agreement regarding the Exploitation of the Fisheries on the Southern Shore of the Caspian Sea, with Protocol. Signed at Moscow, October 1, 1927, and Exchange of Notes of the same date.

TEXTE RUSSE. — RUSSIAN TEXT.

№ 2621. — СОГЛАШЕНИЕ¹ ОБ ЭКСПЛУАТАЦИИ РЫБНЫХ ПРОМЫСЛОВ ЮЖНОГО ПОБЕРЕЖЬЯ КАСПИЙСКОГО МОРЯ.

French, Persian and Russian official texts communicated by the Permanent Delegate of Persia accredited to the League of Nations, The registration of this Agreement took place February 21, 1931.

Правительство Персии с одной стороны и Правительство Союза Советских Социалистических Республик с другой стороны, признав необходимым урегулировать согласно статье 14-й договора², заключенного между Персией и Российской Социалистической Федеративной Советской Республикой от 26 февраля 1921 года, вопрос об эксплуатации рыбных промыслов южного побережья Каспийского моря, с этой целью назначили своими уполномоченными :

Правительство Персии :

Господина Али Голи Хана Ансари, Министра Иностранных Дел Персии,

Правительство Союза Советских Социалистических Республик :

Карахана Льва Михайловича, Заместителя Народного Комиссара по Иностранным Делаам Союза Советских Социалистических Республик,

каковые по взаимном обмене своими полномочиями, найденными составленными в надлежащей форме, согласились о нижеследующих постановлениях.

Статья 1.

Персидское Правительство на основании настоящего Соглашения передает на следующих ниже условиях специальной смешанной торгово-промышленной компании, организуемой Персидским Правительством и Правительством Союза Советских Социалистических Республик, концессию на право производства лова и переработки рыбы на своих берегах южного побережья Каспийского моря в пределах, определенных в статье 2-й настоящего соглашения.

Упомянутая Смешанная Компания в настоящем Соглашении будет называться « Компания ».

¹ The exchange of ratifications took place at Teheran, January 31, 1928.

² Vol. IX, page 383, of this Series.

¹ TRADUCTION. — TRANSLATION

No. 2621. — AGREEMENT BETWEEN PERSIA AND THE UNION OF SOVIET SOCIALIST REPUBLICS REGARDING THE EXPLOITATION OF THE FISHERIES ON THE SOUTHERN SHORE OF THE CASPIAN SEA. SIGNED AT MOSCOW, OCTOBER 1ST, 1927.

THE PERSIAN GOVERNMENT, OF THE ONE PART, and THE GOVERNMENT OF THE UNION OF SOVIET SOCIALIST REPUBLICS, of the other part, deeming it necessary, in accordance with Article 14 of the Treaty of February 26, 1921, between Persia and the Russian Socialist Federal Soviet Republic, to settle the question of the exploitation of the fisheries on the southern shore of the Caspian Sea, have for this purpose appointed as their Plenipotentiaries :

THE PERSIAN GOVERNMENT :

Ali Gholi Khan ANSARI, Persian Minister for Foreign Affairs

THE GOVERNMENT OF THE UNION OF SOVIET SOCIALIST REPUBLICS :

Lev Mikhailovitch KARAKHAN, Deputy People's Commissary for Foreign Affairs of the Union of Soviet Socialist Republics ;

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

Article I.

By the present Agreement the Persian Government grants on the following conditions, to a special mixed commercial and industrial Company organised by the Persian Government and the Government of the Union of Soviet Socialist Republics, a concession to catch and prepare fish along the Persian South-Caspian coast within the boundaries defined in Article II of the present Agreement.

In the present Agreement, the above-mentioned mixed Company shall be termed " the Company ".

Article II.

The boundaries of the fisheries for which the Company is granted a concession shall coincide with the boundaries of the concession formerly granted by the Persian Government to Lianozov Brothers. The rivers running into the sea within the boundaries of the concession shall be excluded therefrom. The line where they flow into the sea shall be the boundary between these rivers and the waters of the concession.

The mouths of the following rivers shall form an exception :

(a) Safid-Rud, the two arms of which (Safid-Rud and Mussa-Chay), being shallow, prevent fishing at the mouth. For this reason the Company shall be entitled to fish in these arms as far as the limits where the former fisheries of Lianozov Brothers are at present situated at the mouth.

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

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

(b) Babol, in the district of Meshed-i-Sar, in view of the shallow water at the mouth. The Company shall also be entitled to fish at this place within the limits of the former fisheries of Lianozov Brothers.

(c) The river Gorgan with its arm Kara-Su, up to the boundary of the former fisheries of Lianozov Brothers.

If the mouths of rivers within the limits of the concession change their course with the lapse of time, or the rivers form new arms, the fishing rights granted to the Company shall be applicable to the new courses and arms.

Note : With regard to the fishing-places within the limits mentioned in this Agreement, the Company is not restricted except by the provisions of the present Agreement.

Article III.

In order to regulate the fishing-work of the Company, the following provisions are adopted :

(a) All scaleless fish (Haram) within the limits of the concession belong to the Company, and the Company's fishermen or private fishermen must sell them to the Company at prices which the Company shall from time to time fix in advance.

(b) All scaled fish (Halal) may be caught by private fishermen as well as by the Company's fishermen ; they belong to the fishermen, who may sell them to anyone they choose, including the Company.

(c) In order that the Company and private fishermen of Persian nationality may not hinder each other's work, fishing areas shall be allotted to private fishermen for three-year periods by agreement between the Persian Government and the Management of the Company. The Company, for its part, undertakes to lay down and publish every three years the rules and conditions governing the admission of private fishermen to the waters where fishing is carried on directly by the Company.

Article IV.

The duration of the concession granted to the Company shall be 25 years from the date when the present Agreement comes into force. On the expiry of this period of 25 years, the obligations of the Persian Government arising out of Article 14 of the Treaty of February 26, 1921, shall be considered terminated. If the Persian Government does not wish to renew the Company's concession to the above-mentioned fisheries, the Company shall be considered dissolved, and its property shall be divided equally between the two parties, with the exception of the plots of land assigned free of charge to the Company by the Persian Government under Article 17 of the present Agreement. These plots shall revert to the Persian Government. The Persian Government undertakes, if the Company's concession is not renewed, not to grant a concession in respect of these fisheries to any third Power and its nationals for a period of 25 years thereafter. It undertakes to exploit them exclusively through the appropriate agencies of the Persian Government, and not to engage any specialists other than Persian subjects for the exploitation of these fisheries.

Article V.

The Persian and Soviet Governments shall have equal shares of 50 % in the Company.

Article VI.

In order to improve the organisation of the fisheries, to purchase the necessary fishing gear and appliances, and to defray the costs of exploiting the fisheries, the Company shall form a tota

capital which must not exceed three million tomans. Should this capital be found to be too high, the Parties shall create a total capital commensurate with actual requirements, one half being paid in by the Persian Government and the other half by the Government of the Union of Soviet Socialist Republics. Both Parties shall pay in their shares at dates agreed upon between them, as required for the development of the undertaking. The payment due for the catch of previous years, which, according to Article XIII of the present Agreement, must be made to the Persian Government, shall be placed to the account of the Persian Government's share in the total capital required for exploitation. If the Persian Government does not pay its share in cash, the procedure established by Article VII of the present Agreement shall be followed. In that case, the following sums, which should have been paid to the Persian Government, shall be paid to the Soviet Government to be offset against the amounts due to that Government by the Persian Government :

- (a) Payment for the grant of the concession, in accordance with Article VIII.
- (b) 50 % of the net profits, in accordance with Article IX.

The Persian Government shall, however, be entitled, at any time it thinks fit, to effect and complete, in cash, the payment of its outstanding contributions. In that case, the sums mentioned in points (a) and (b) of this Article shall be paid to the Persian Treasury. After the Persian Government has paid its share of the total capital required for exploitation, the sums mentioned in points a) and b) of this Article shall be paid direct to the Persian Government.

Article VII.

If the sums mentioned in Article VI are insufficient to cover the Persian Government's share of the capital which is found to be actually necessary in accordance with Article VI, and if the Persian Government does not pay the remainder of its share, this part of the Persian Government's share shall be paid by the Soviet Government after a notification *ad hoc* has been made by the Persian Government to the Government of the Union of Soviet Socialist Republics. After the Persian Government has been informed by the Soviet Government that the payment has been made, it shall pay 8 % interest per annum on the amount advanced by the Soviet Government from the date of payment until the Persian Government's contributions to the above-mentioned capital has been made in full. With regard to the apportionment of the Company's profits, the Soviet Government shall not be entitled, even in cases provided for in the present Article, to receive a higher proportion of the Company's net profits than that specified in Article IX of the present agreement, *i.e.*, 50 %.

It is understood that the payment by the Persian Government of the above-mentioned 8 % shall not be taken into account in the apportionment of the profits in accordance with Article IX of the present Agreement.

Article VIII.

The annual payment made by the Company to the Persian Government for the grant of the concession in accordance with the present Agreement shall be effected as follows :

- (1) 80,000 tomans per annum from the gross receipts of the Company as a payment for the concession rights ;
- (2) 15 % of the remaining gross profit, which, after deduction of administrative and working expenses, shall be regarded as the Company's net profit.

The above-mentioned sums are not reckoned in the profit to which the Persian Government, as a shareholder in the Company, is entitled in accordance with Article IX of the present Agreement.

Article IX.

The whole of the net profit obtained from the Company's operations shall be divided equally — *i.e.*, 50 % to each Party — between the Persian and Soviet Governments, share-holders in the Company.

Note : The Company undertakes to dispose of the products of the fisheries at the most favourable price on the Soviet, Persian or foreign markets, selecting the market where the prices are most remunerative.

Article X.

The Board of Management of the Company, directing all its business and having its head office in Teheran, shall consist of six members appointed for one year. Three members shall be appointed by the Persian Government and three by the Soviet Government. The rulings and decisions of the Board of Management shall be given by a majority of votes.

The members of the Board of Management shall be appointed by both Parties not later than one month after the date when the present Agreement comes into force. The Chairman of the Board shall be one of its Persian members and shall be appointed by the Persian Government.

If, within thirty days after the expiry of the above-mentioned period of one month, either Party has not appointed any or all of the members of the Board, the Board shall, until those members are appointed, be regarded as competent to decide all questions with the members already appointed.

Article XI.

Both Parties agree that, in addition to Soviet specialists, Persian specialists who are Persian nationals shall be widely used at the fisheries, for which purpose the Company undertakes to organise suitable training for Persian specialists in its work. As specialists of Persian nationality become available, they shall be engaged by the Company and shall take the place of Soviet specialists. The remaining employees, labourers and fishery workmen, not requiring special knowledge, must be Persian nationals.

All employees of the Company must act and work in accordance with the instructions approved by the Board of the Company. At the same time, the Parties agree that the Company shall not have the right to engage other persons than Persian nationals and Soviet citizens.

Article XII.

The Company shall be subject to all laws, decrees and regulations by the Persian Council of Ministers for Persian companies, that are, or may hereafter be, in force in Persia. The Persian Government has the right, within the limits of these laws, decrees and regulations, to supervise the operations of the Company.

Article XIII.

From the year 1923, *i.e.*, after the year 1922, for which accounts have already been settled by a payment of 50,000 tomans, until the present Agreement comes into force, the Government of the Union of Soviet Socialist Republics shall pay to the Persian Government 50,000 tomans per annum for the exploitation of the fisheries.

In return for this the Persian Government shall waive payments of the outstanding Customs duties and other taxes on the fishery products exported and the fishing gear imported during those years.

Article XIV.

The Company's working year shall begin on October 1st, that month corresponding to the Persian month of Mehr. The Company shall settle its accounts with the Persian and Soviet Governments for each year not later than the beginning of the following month of April, which corresponds to the Persian month of Farvardine.

Article XV.

In order to avoid loss of time, the Company may start exploiting the fisheries immediately the capital necessary for beginning its work is paid up and the Company has notified the Persian Government that it is starting its work. The Parties shall pay the shares of the capital due from them at dates decided by the Board of the Company. If the Persian Government does not pay its share at the date fixed by the Board of Management of the Company, the Soviet Government shall pay this share in the manner specified in Article VII of the present Agreement.

Article XVI.

The Governments of Persia and of the Union of Soviet Socialist Republics shall grant complete exemption from Customs duties and other taxes levied on imports and exports, and also the right of free transit and coasting trade, for appliances, gear, products and other supplies required by the Company for operating the fisheries, and for all kinds of fish products obtained from the fisheries. In all cases, however, the above-mentioned articles shall not be exempt from Customs inspection. The Customs Administrations of both Parties, whilst carrying out the laws, regulations and provisions relating to Customs inspection, shall render every assistance to the Company in order to facilitate the above-mentioned importation and exportation.

Article XVII.

The Persian Government agrees to place at the disposal of the Company, free of cost, in the Concession area, such plots of land as are required for the fishery buildings and auxiliary plant. The Company undertakes to effect a settlement to the private owners of plots of land required for the above-mentioned buildings and plant.

Article XVIII.

The Governments of Persia and of the Union of Soviet Socialist Republics shall, each within its own spheres, render such assistance as may be necessary, for the work of the Company.

In particular, the Persian Government shall assist the Company both in preventing any illicit fishing in the waters leased by the latter and in ensuring that the Haram fish are really delivered to the Company.

Article XIX.

As the maintenance of order in the concession area is in the hands of the Persian Government, it agrees to render the Company such assistance as may be needed to carry into effect the provisions of the present Agreement, and to guard the warehouses and other fishery buildings.

Article XX.

The present Agreement shall be ratified by both Parties in accordance with the provisions of their laws. Ratification must take place in both countries as early as possible.

The Agreement shall come into force on the date of the exchange of ratifications, which shall take place at Teheran.

Article XXI.

The present Agreement has been drawn up and signed in the Persian, Russian and French languages, and each of the signatory Parties receives one copy in each language ; all three copies shall be regarded as authentic for the interpretation of the Agreement. In case of a dispute as to the interpretation of the Agreement, the French text shall be followed.

Done at Moscow, October 1, 1927.

L. KARAKHAN.

Ali Gholi Khan ANSARI.

PROTOCOL No. 1.

The Parties agree that in all the articles of the present Agreement in which Persian nationals are mentioned, this term shall not include former citizens of other States who have acquired Persian nationality.

Done at Moscow, October 1, 1927.

L. KARAKHAN.

Ali Gholi Khan ANSARI.

PROTOCOL No. 2.

The Persian Government agrees that the property purchased by the Soviet Government from Mr. Martin Lianozov in accordance with Paragraph 2 of the Agreement of August 10, 1923, (an extract from which is attached) between Martin Lianozov and the Directorate of State Fisheries, and sold to the above-mentioned Directorate by Martin Lianozov, who was the owner of this property under the Deed of Division of the movable and immovable property of the former firm of Lianozov Brothers, dated November 6, 1922, should be placed to the account of the contributions of the Soviet Government to the total capital of the Company. Plots of land acquired together with other property from Martin Lianozov are also included by the Soviet Government in its share if they form part of the Deed of Division of the property of the former firm of Lianozov Brothers dated November 6, 1922.

The Soviet Government agrees that the property which belonged to the other members of the former firm of Lianozov Brothers, and which was transferred to the Persian Government, shall be placed to the account of the Persian Government's contribution towards the total capital of the Company.

Done at Moscow, October 1, 1927.

L. KARAKHAN.

Ali Gholi Khan ANSARI.

PROTOCOL No. 3.

The Government of the Union of Soviet Socialist Republics declares that all rights and claims of Martin Lianozov against the Persian Government and all claims arising therefrom against officials of the Persian Government have been transferred to the Soviet Government. The Soviet Government, acting both for itself and on behalf of the aforesaid person, consequently abandons all rights and claims outstanding at the present time and arising out of all the relations existing at this momente between the Persian Government and Martin Lianozov including claims based on arbitral awards, seeing that such arbitration is devoid of legal value.

The Persian Government for its part declares that it abandons all Government claims whatsoever against Martin Lianozov personally, and, generally, all claims whatsoever against the former property of Martin Lianozov which has been transferred to the Soviet Government under the agreement with the latter within the limits of the provisions of Protocol No. 2 of the present Agreement settling the question of the property of the fisheries.

All claims of Persian citizens against Martin Lianozov, no matter to whom transferred, may only be brought against Martin Lianozov through the Courts, and in no case may these settlements affect the property of the fisheries and the resources of the Company.

Done at Moscow, October 1, 1927.

L. KARAKHAN.

Ali Gholi Khan ANSARI.

PROTOCOL No. 4.

As an exception to the provisions of Article 3, paragraph *b*), of the Agreement regarding the Exploitation of the Fisheries on the Southern Shore of the Caspian Sea, the Parties agree that "zander" (sudak), carp, and "vobla", may be caught both by the Company's fishermen and by private fishermen, provided that both must sell 60% of their catch of the above-mentioned three kinds of fish to the Company at prices which the Company shall, from time to time, fix in advance; they may dispose of the remaining 40% as they think fit and sell it to any purchasers, including the Company, at prices fixed by mutual agreement between the parties.

Delivery of the above-mentioned 60% of the catch of the three kinds of fish mentioned shall be verified by the Company, and the Persian Government shall render the Company the necessary assistance for carrying out this supervision.

If the above-mentioned 40% of the catch of "zander", carp, and "vobla", proves to be insufficient to meet the demand of the Persian home market, the Company shall take steps to supply the Persian market with this fish.

In addition, the Persian Government undertakes not to allow any other undertaking to be set up for the purpose of exporting abroad fish and fish products obtained in the Persian part of the Caspian Sea and in the rivers and streams flowing into it.

Done at Moscow, October 1, 1927.

L. KARAKHAN.

Ali Gholi Khan ANSARI.

PROTOCOL No. 5.

In cases where the Company may engage Soviet citizens in accordance with the provisions of Article II of the present Agreement, both Parties, in view of the importance of specialists for the Company, shall assist the Company by simplifying the passport and visa formalities for such persons.

Done at Moscow, October 1, 1927.

L. KARAKHAN.

Ali Gholi Khan ANSARI.

EXCHANGE OF NOTES.

NOTE No. 1.

Moscow, *October 1, 1927.*

SIR,

Fishing by means of chemicals or explosives and similar methods is strictly forbidden. With this exception, the Company is free as regards methods of fishing. But the Company is obliged, at the request of the Persian Government, to breed artificially any kinds of fish the natural reserves of which may become exhausted.

Further for the better protection of the fish reserves and to enable the fish to spawn freely, fishing is prohibited (1) in the Safid-Rud above the point defined in Article II, paragraph (a) throughout the year ; and (2) in the other rivers for one month, viz, from April 10 to May 10.

I have the honour, etc.

Ali Gholi Khan ANSARI.

To M. Lev Karakhan,
Deputy People's Commissary for
Foreign Affairs.

NOTE No. 1.

(Reply).

Moscow, *October 1, 1927.*

SIR,

I have the honour to acknowledge the receipt of your Note couched in the following terms :

“ Fishing by means of chemicals or explosives and similar methods is strictly forbidden. With this exceptions the Company is free as regards methods of fishing. But the Company is obliged, at the request of the Persian Government, to breed artificially any kinds of fish, the natural reserves of which may become exhausted.

Further, for the better protection of the fish reserves and to enable the fish to spawn freely, fishing is prohibited (1) in the Safid-Rud above the point defined in Article II, paragraph (a) throughout the year ; and (2) in the other rivers for one month, viz, from April 10 to May 10.”

I have the honour to inform you that my Government has taken note of the above-mentioned communication.

I have the honour, etc.

L. KARAKHAN.

M. Ali Gholi Khan Ansari,
Persian Minister for Foreign Affairs.

NOTE No. 2.

Moscow, *October 1, 1927.*

SIR,

The Persian Governemnt expresses the hope that the Government of the Union of Soviet Socialist Republics will not, either now or in future, support the claims of members and successors of the former firm of Lianozov Brothers against the Persian Government and its officials in respect

of all questions relating to the fisheries, and that it will not make any claim arising out of the arbitration that has taken place between the Persian Government and the above-mentioned members and successors.

The Persian Government also hopes that the Soviet Government does not intend to acquire, by purchase or otherwise, from the above-mentioned members and successors, the property which they regard as belonging to them in the fisheries on the southern shore of the Caspian Sea, except the property of Martin Lianozov, which has already been acquired by the Soviet Government.

I have the honour, etc.

Ali Gholi Khan ANSARI.

To M. Lev. Karakhan,
Deputy People's Commissary for Foreign Affairs.

NOTE No. 2.

(Reply.)

Moscow, *October 1, 1927.*

SIR,

I have the honour on behalf of my Government to acknowledge the receipt of your Note as follows :

“ The Persian Government expresses the hope that the Government of the Union of Soviet Socialist Republics will not, either now or in future, support the claims of members and successors of the former firm of Lianozov Brothers against the Persian Government and its officials in respect of all questions relating to the fisheries, and that it will not make any claim arising out of the arbitration that has taken place between the Persian Government and the above-mentioned members and successors.

The Persian Government also hopes that the Soviet Government does not intend to acquire, by purchase or otherwise, from the above-mentioned members and successors, the property which they regard as belonging to them in fisheries on the southern shore of the Caspian Sea, except the property of Martin Lianozov, which has already been acquired by the Soviet Government.”

I have the honour to state that my Government accepts the communication of the Persian Government contained in your Note.

I have the honour, etc.

L. KARAKHAN.

To M. Ali Gholi Khan Ansari,
Persian Minister for Foreign Affairs.

NOTE No. 3.

Moscow, *October 1, 1927.*

SIR,

I have the honour to inform you, on behalf of my Government, that all political propaganda and agitation among the local population and workmen, and all interference in the internal political, religious and social affairs of Persia by Soviet citizens employed by the Company under the provisions of the Agreement regarding the Exploitation of the Fisheries on the Southern Shore of the Caspian Sea, are strictly forbidden. If this stipulation is infringed, the persons implicated will, if found guilty, be liable to penalties fixed by the Persian Court up to and including dismissal.

Similarly, no trade unions may be organised at the fisheries for Persian workmen, nor may the latter join any such unions.

In any case, if the company's employees who are Persian nationals are punished for offences against the laws of Persia and the ordinances of the Persian Government, the latter declines any responsibility for the consequences.

I have the honour, etc.,

Ali Gholi Khan ANSARI.

M. Lev Karakhan,
Deputy People's Commissary for Foreign Affairs.

NOTE No. 3.

(Reply.)

MOSCOW, *October 1, 1927.*

SIR,

In reply to your note of to-day's date, I have the honour to inform you that the Government of the Union of Soviet Socialist Republics, acting on the principle of non-interference in the internal affairs of Persia, agrees that the requirements regarding political propaganda and agitation laid down in your above-mentioned Note aforesaid be met if occasion arises.

With regard to the organisation of trade unions for Persian workmen and their admission to such unions, I have the honour to state that the Soviet Government takes note of your communication, since this question is within the competence of the Persian Government and a matter of Persian internal legislation.

I have the honour, etc.,

L. KARAKHAN.

M. Ali Gholi Khan Ansari,
Persian Minister for Foreign Affairs.

NOTE No. 4.

MOSCOW, *October 1, 1927.*

SIR,

The Persian Government hopes that the Government of the Union of Soviet Socialist Republics will agree to consider favourably communications from the Persian Government concerning substantiated claims of Persian citizens against Martin Lianozov in respect of amounts received by him from those citizens on the security of the fisheries, and will take steps to settle them.

I have the honour, etc.,

Ali Gholi Khan ANSARI.

M. Lev Karakhan,
Deputy People's Commissary for Foreign Affairs.

NOTE No. 4.

(Reply.)

MOSCOW, *October 1, 1927.*

SIR,

The Government of the Union of Soviet Socialist Republics agrees to consider favourably communications from the Persian Government concerning substantiated claims of Persian citizens against Martin Lianozov in respect of amounts received by him from those citizens on the security of the fisheries, and will take steps to settle them.

I have the honour, etc.,

L. KARAKHAN.

M. Ali Gholi Khan Ansari,
Persian Minister for Foreign Affairs.

NOTE No. 5.

Moscow, October 1, 1927.

SIR,

On behalf of my Government, and in pursuance of Article 10 of the Agreement regarding the Exploitation of the Fisheries on the Southern Shore of the Caspian Sea, I have the honour to confirm that the fact that the Chairman of the Board will be a Persian member does not involve any privilege for Persia in the settlement of business by the Board. No proposal made by either party can be carried into effect unless it is adopted by a majority vote.

I have the honour, etc.,

Ali Gholi Khan ANSARI.

M. Lev Karakhan,
Deputy People's Commissary for Foreign Affairs.

NOTE No. 5.

(Reply.)

Moscow, October 1, 1927.

SIR,

I have the honour to acknowledge the receipt of your Note reading as follows :

“ On behalf of my Government, and in pursuance of Article 10 of the Agreement regarding the Exploitation of the Fisheries on the Southern Shore of the Caspian Sea, I have the honour to confirm that the fact that the Chairman of the Board will be a Persian member does not involve any privilege for Persia in the settlement of business by the Board. No proposal made by either party can be carried into effect unless it is adopted by a majority vote. ”

I have the honour to inform you that my Government has taken note of the Persian Government's communication.

I have the honour, etc.,

L. KARAKHAN.

M. Ali Gholi Khan Ansari,
Persian Minister for Foreign Affairs.

EXTRACT FROM THE CONTRACT WITH MARTIN LIANOZOV

DATED AUGUST 10, 1923.

“ Martin Georgievitch Lianozov has now transferred to the Directorate of State Fisheries of the Commissariat of Supplies of the Russian Socialist Federal Soviet Republic all his rights to the above-mentioned movable and immovable property relating to the fisheries situated at Enzeli, in the Gulf of Enzeli, at Persian Astara, on the coast from Astara to the port of Enzeli, and for a distance of 10 (ten) versts to the east along the sea coast, consisting of installations and plots of land at Enzeli : (1) of a length of 50 (fifty) sazhen and a width of 41 (forty-one) sazhen and 2 (two) arshins ; (2) of an area of 1,792 (one thousand seven hundred and ninety-two) square sazhen and 2 (two) vershoks ; (3) at the Enzeli fisheries together with the islands of “ Kulan Guda ” : *a*) the large one, having a length of 460 (four hundred and sixty) sazhen and a width of 326 (three hundred and twenty-six) sazhen, *b*) the small one having a length of 197 (one hundred and ninety-seven) sazhen and a width of 112 (one hundred and twelve) sazhen at Mordabe, together with the fishing-smacks “ Makhigir ”, “ Léwa ” and “ Orel ” ; materials, provisions, fishing gear, means of transport, refrigerating, cooerage, etc., works, office furniture, warehouses, and any other property which may exist in kind. ”