

N° 1509.

ESTONIE ET LETTONIE

Accord réglant le flottage du bois sur
les rivières limitrophes des deux
Etats. Signé à Tallinn, le 5 février
1926.

ESTONIA AND LATVIA

Agreement regulating the Floating
of Timber on the Frontier Rivers
of the two States. Signed at
Tallinn, February 5, 1926.

¹ TRADUCTION. — TRANSLATION.No. 1509. — AGREEMENT² BETWEEN ESTONIA AND LATVIA REGULATING THE FLOATING OF TIMBER ON THE FRONTIER RIVERS OF THE TWO STATES. SIGNED AT TALLINN, FEBRUARY 5, 1926.

French official text communicated by the Estonian Minister for Foreign Affairs. The registration of this Agreement took place July 21, 1927.

THE GOVERNMENTS OF THE ESTONIAN REPUBLIC and of THE LATVIAN REPUBLIC, desiring in the interests of the two countries to settle the question of timber floating in the sectors of the rivers forming part of the frontier between the two Contracting States, have deemed it necessary to conclude a special Agreement on the subject, and for this purpose have appointed as their Plenipotentiaries :

THE GOVERNMENT OF ESTONIA :

M. Ants PIIP, Minister for Foreign Affairs; and

THE GOVERNMENT OF LATVIA :

M. Janis SESKIS, Envoy Extraordinary and Minister Plenipotentiary of Latvia at Tallinn;

Who, having met at Tallinn and communicated their full powers found in good and due form, have agreed as follows :

Article 1.

With regard to timber-floating and operations connected therewith on the rivers forming part of the boundary between Estonia and Latvia, namely: the Rivers Vaidva (Vaidava) Peetriõgi (Peteroupe), Mustjõgi (Melnoupe), Koiva (Gauja), the nationals of one Contracting Party shall be entitled to utilise, within the territory of the other Party, the beds of the foregoing rivers, as well as the tow-paths, subject to compliance with the laws in force in each country relating to timber-floating and to the use of the tow-path (Statute of Ways and Communications and Civil Law Code of the Baltic Governments), the regulations and statutes published in this respect by the Government of the country on whose territory the timber is floated, as well as the special conditions laid down in the present Agreement.

The present Agreement shall also apply to timber-floating in transit provided that this right of passage does not prejudicially affect the floating of timber prepared on Estonian territory, due account being taken of the circumstances peculiar to each year. The final settlement of

¹ Traduit par le Secrétariat de la Société des Nations.

¹ Translated by the Secretariat of the League of Nations.

² The exchange of ratifications took place at Tallinn, July 15, 1927.

this question shall come within the competence of the meeting provided for in Article 5 of the present Agreement.

Note : According to the present Agreement, the width of the tow-path shall be fixed at 10 metres for the River Koiva (Gauja) and at 4 metres for the Rivers Vaidva (Vaidava), Peetri (Péteroupe) and Mustjõgi (Melnoupe). (Law Code Volume XII, page 1, Statute of Ways and Communications.)

Article 2.

On the tributaries of the River Mustjõgi (Melnoupe) which rise in Latvian territory, that is to say, the Rivers Vaidva (Vaidava) and Peetri (Péteroupe), timber from Latvia must be floated as far as possible on "floats" or separately up to the mouth of the said rivers and there wait to be floated down the River Mustjõgi (Melnoupe). Floating on the River Mustjõgi (Melnoupe) must not begin later than the date when the deepest floods have retreated from the meadows round the mouth of the River Peetri (Péteroupe) and when the River Mustjõgi has returned to its bed at the place in question.

This term shall be fixed by agreement between the representative of the Estonian Government directing the floating operations, and the representatives of the timber-floating supervisors appointed by the meeting.

As from that date, timber from Latvia must pass the River Mustjõgi (Melnoupe) within seven days and arrive at the place where this river flows into the River Koiva (Gauja). This seven-day period may be prolonged or shortened by a majority vote of the meeting provided for in Article 5 of the present Agreement. After the passage of timber from Latvia, the floating of Estonian timber shall begin.

Article 3.

Timber-floating on the River Mustjõgi (Melnoupe) must be carried out on "floats" if this can be done within the second period mentioned above. Should it be impossible to form "floats" in time, timber from Latvia may be floated separately.

Article 4.

Owners having timber prepared for floating on one of the tributaries of the River Koiva (Gauja) must submit each year, not later than February 15, to the Estonian Central Department for Navigation at Tallinn (Mereasjanduse Peavalitsus) a declaration containing the following information :

- (1) The probable quantity of timber for floating ;
- (2) Its division into kinds ;
- (3) The marks adopted by the timber-dealer and the description of the trade stamp (timber mark) ;
- (4) The name of the river on which the owner intends to effect the floating, with the designation of the points of departure and arrival of the timber floated.

Article 5.

Should such declarations be submitted by one or more persons, there shall be convened yearly at Walk in Estonia, between March 1 and 10, a meeting at which, in addition to persons interested in timber-floating, a representative of the Latvian Government and a representative of the Estonian

Government shall be present. These meetings shall be convened by the Governments of the two Contracting Parties. The summoning of the said meetings, the date of which shall be fixed by agreement between the two Governments, shall be effected on behalf of the Estonian Central Department for Navigation by publication in the *Riigi Teataja* and in at least two newspapers published on Estonian territory. The text of the publication shall be communicated to the Latvian Legation at Tallinn, which shall insert it in the *Valdības Vēstnesis* and in at least two newspapers issued on Latvian territory. Such publication must be made at least eight days before the meeting. At the said meeting there shall take part, with power to vote, a representative of the Governments of each of the two Contracting Parties and, on terms of equality, two representatives at most, for each Party, of the timber-dealers concerned, and, without power to vote, (a) other floaters or their agents; (b) the representatives of riparian landowners; (c) the representatives of communal and district administrations.

At these meetings the chair shall be taken alternately by the representative of the Estonian Government and the representative of the Latvian Government.

Decisions on the questions raised at the meeting shall be taken by a majority vote; should the votes be equally divided, the President shall have a casting vote.

Note: The meeting held during the first year after the conclusion of the present Agreement shall be presided over by the representative of the Estonian Government.

Article 6.

The aim of the said meeting shall be to examine and establish, within the limits of the conditions mentioned in the present Agreement, timber-floating regulations which shall be binding during the next floating season upon all the persons concerned and which deal with the following questions:

- (a) The determination of the quantity of wood which each person concerned reckons to float;
- (b) The detailed determination of the order of floating in conformity with Article 2 of the present Agreement;
- (c) The alteration of the seven-day period provided for by Article 2 of the present Agreement;
- (d) The settlement of stopping-places for "floats" and construction of dams;
- (e) The determination of the number of workmen which each person concerned is obliged to employ for the manipulation of his timber;
- (f) The election of one or more timber-floating supervisors and their substitutes;
- (g) The determination of the amount of money which must be placed at the disposal of the timber-floating supervisor for the payment of expenses, guarantees and other similar costs of timber-floating;
- (h) The discussion of any alterations which it may be found desirable to make in the provisions of the present Agreement.

As regards the decisions adopted by the said meeting of floaters, minutes shall be drawn up in Estonian and Latvian, accompanied by a translation legalised by the representatives of the two Governments and made in a language to be chosen by agreement between the representatives of the two Governments. One copy of the minutes shall be kept by the Estonian Government and another by the Latvian Government. Persons concerned shall be entitled to a copy of the minutes.

Timber-floating supervisors or their substitutes shall be obliged to be present at all floating operations and to have with them a list of the workmen taking part therein, in order to be able to present it immediately on request to the police or frontier-guard agents supervising navigation and floating.

The proceedings of the meeting shall be recognised as valid if, in addition to the President, either the representative of the Government of the other Contracting Party or floaters who have declared at least 10 % of the total quantity of timber to be floated, have been present.

Floaters who have not sent representatives to the meeting shall be obliged to submit to the conditions established by the meeting of floaters.

Article 7.

If, during floating operations, timber becomes jammed, the obstruction must be removed as soon as possible within the time-limits fixed by the timber-floating supervisors according to local conditions. Timber-floating workmen must not leave the tow-path.

Article 8.

Floating in transit by "floats" or by separate logs must, under the present Agreement, be carried out in conformity with the Customs regulations in force in the two Contracting States, the facilities provided under Articles 9-15 of the present Agreement being, however, observed.

Article 9.

With respect to timber-floating in transit (Article 1 of the present Agreement) the Governments of Estonia and Latvia undertake to recognise reciprocally the certificates and documents relating to floating which are issued by the Customs or frontier-guard services of the two Contracting Parties.

Article 10.

The Customs and frontier-guard officials of one of the Contracting Parties shall issue to the owner of the timber a permit made out in two copies in their own language, which shall be submitted to the corresponding Customs or frontier inspectors of the other Party at the place where the timber to be floated is collected on "floats". In addition to the customary indications, the permit must give a detailed description of the timber for floating according to kind and quantity as well as the commercial marks and description of the stamp with which the timber is marked.

The Customs or frontier-guard services of the latter Contracting Party, having verified the timber for floating, shall make on the two copies of the permit corresponding entries in their own language and shall deliver a copy to the owner to be presented to the corresponding frontier or Customs inspectors of the first Contracting Party.

Article 11.

If, during floating in transit, the timber of one of the Contracting Parties remains in the territory of the other Party owing to unavoidable circumstances or to sandbanks, the remainder of the timber may be floated or transported outside the frontiers of the latter Party by any other way, without hindrance and free of Customs duties, as far as possible during the current navigation season, and in any case, not later than the end of the next year's navigation season, reckoned from the date when the permit was issued by the Customs or frontier inspectors.

In these cases, an accurate description according to kind and quantity of the timber damaged in transit shall be drawn up by the Customs or frontier inspectors of the Contracting Party on whose territory the damage occurred.

Article 12.

If, in the total entered upon the way-bills relating to the description of the timber belonging to the same owner and being conveyed in transit in the same consignment, a difference is discovered

in the actual quantity of the timber being floated in transit, the deficiency or surplus of the said timber according to its trade description by kind, shall be admitted in the following proportions : beams, mast wood, battens (thin planks) and other heavy timber, 1 % at most, and planking (for factories), deal and other light timber, 3 % at most, of each description and kind of timber, provided however that there is no question of intent to defraud.

Article 13.

The timber of one Contracting Party which, in conformity with the terms of the present Agreement, is floated in transit through the territory of the other Party shall be exempt from Customs charges such as duties, additional taxes, administrative fees, statistical duties, which are levied by each of the Contracting Parties on the importation, exportation and transit of timber.

Article 14.

Cases of damage in which the timber of one Contracting Party is carried down the river into the territory of the other Party shall not be considered by either Party as acts of contraband unless, however, circumstances point to fraudulent intent.

Article 15.

The Customs and frontier-guard agents of the two Contracting Parties, together with officials and workmen engaged in timber-floating in transit, shall, while floating operations are in progress, mutually benefit, as regards crossing the frontier for purposes of floating, by all the facilities granted to the inhabitants of the frontier zone of Estonia and Latvia in virtue of the Agreement¹ of January 10, 1924, concerning the Crossing of the Latvian-Estonian Frontier by the Inhabitants of the Frontier Zone.

Article 16.

Floater infringing the provisions of the present Agreement shall be prosecuted and required to repair any damage and losses which they may have caused under the laws of the State on whose territory the floating is being carried out.

Article 17.

The present Agreement shall be ratified and the instruments of ratification shall be exchanged at Tallinn as soon as possible.

Article 18.

The present Agreement shall come into force on the day following the exchange of the instruments of ratification and shall remain valid for the whole civil year during which it comes into force. It shall be considered to be automatically prolonged for the following civil year if, during the previous year, neither Contracting Party has signified its intention of denouncing it.

The Contracting Parties have agreed that the present Agreement shall come into force, subject to ratification, on the day following the date of signature.

In faith whereof, the Plenipotentiaries of the two Parties have signed the present Agreement and have thereto affixed their seals.

The original has been drawn up in French in two copies at Tallinn on February the fifth, one thousand nine hundred and twenty-six.

A. PIIP.
J. SESKIS.

¹ Vol. XXXVIII, page 103, of this Series.