

N° 4128.

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**TURQUIE  
ET YOUGOSLAVIE**

**Accord concernant l'exportation de  
l'opium, et protocole annexe. Si-  
gnés à Beograd, le 17 décembre  
1934.**

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**TURKEY  
AND YUGOSLAVIA**

**Agreement regarding the Export  
of Opium, and Protocol Annex.  
Signed at Belgrade, December  
17th, 1934.**

<sup>1</sup> TRADUCTION. — TRANSLATION.

No. 4128. — AGREEMENT<sup>2</sup> BETWEEN TURKEY AND YUGOSLAVIA  
REGARDING THE EXPORT OF OPIUM. SIGNED AT BELGRADE,  
DECEMBER 17TH, 1934.

*French official text communicated by the Permanent Delegate of the Kingdom of Yugoslavia to the League of Nations. The registration of this Agreement took place June 22nd 1937.*

YUGOSLAVIA of the one part, and TURKEY of the other part ;

Whereas the international regulation of the opium question implies a proper adaptation of the production and export of the opium of their respective countries ;

Realising that their close co-operation in this matter is calculated to facilitate international action against the abuse of drugs, while safeguarding the legitimate interests of their respective countries ;

Desiring to render their co-operation more effective by strengthening the foundations of their Agreement<sup>3</sup> of April 14th, 1932 ;

Have resolved to conclude the present Agreement to replace that of April 14th, 1932, and have appointed as their Plenipotentiaries :

HIS MAJESTY THE KING OF YUGOSLAVIA :

H. E. Monsieur Juraj DEMETROVITCH, Minister of Commerce and Industry ;

THE PRESIDENT OF THE TURKISH REPUBLIC :

Ali SAMI Bey, Director of the Drug Monopoly of Turkey,  
Huldi SARHAN Bey, Counsellor in the Ministry of Economics ;

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

I. EXPORT ORGANISATIONS.

*Article I.*

The High Contracting Parties undertake to set up, each in its own territory, a body having the exclusive right to export raw opium.

The aforesaid bodies shall hereafter in the present Agreement be called respectively the " Turkish Board " and the " Yugoslav Board " and in conjunction shall be referred to as the " National Boards ".

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

<sup>1</sup> Translated by the Secretariat of the League of Nations, for information.

<sup>2</sup> The exchange of ratifications took place at Ankara, March 8th, 1937.  
Came into force provisionally January 1st, 1935.

<sup>3</sup> Vol. CXLIV, page 291, of this Series.

*Article 2.*

The National Boards shall be organised in such a way as to be able to acquire the opium available in the country and to ensure efficiently the supplies contemplated by the present Agreement. The operation of these Boards shall be under the supervision of the competent authorities of the State.

*Article 3.*

Every export consignment of raw opium must be provided with an export certificate issued by the competent supervisory authority.

For the purpose of Customs formalities, the Customs authorities shall require the production of the aforesaid export certificate.

## II. SALES OFFICE.

*Article 4.*

The National Boards shall set up a joint organisation, which shall make all offers and effect all sales of raw opium to foreign countries in their name and on their account. The National Boards shall not be allowed to negotiate any sale of opium direct to foreign countries without instructions from the said joint organisation.

The joint organisation shall be called the "Central Opium Office".

The seat of the Central Opium Office shall be at Istanbul.

*Article 5.*

The Central Office shall be administered by a Committee consisting of two managing directors appointed by the Turkish Board and one managing director appointed by the Yugoslav Board. It shall have at its disposal such technical staff as may be necessary for its proper working.

Each of the managing directors shall have a substitute. The powers conferred by the statute on the managing directors shall only be exercised by these substitutes if the managing director, whose substitute they are, is absent.

Decisions of the Central Office shall be taken by a unanimous vote of the Contracting Parties. In cases where such unanimity cannot be obtained, the question at issue shall be referred to arbitration.

*Article 6.*

The expenditure of the Central Office shall be fixed by mutual agreement and shall be provided for by credits allocated to the Central Office by the two National Boards.

The credits shall be made available quarterly by the National Boards in the proportion of 75% by the Turkish Board and 25% by the Yugoslav Board. The corresponding funds must be deposited in a bank to be chosen by mutual agreement before the beginning of the quarter in question.

*Article 7.*

The provisions specifying the organisation and manner of working of the Central Office shall be laid down in the statutes of the Central Office, which shall be drawn up by mutual agreement between the National Boards.

The statutes of the Central Office shall be registered in accordance with the laws of the Turkish Republic.

The Central Office shall be exempt from all taxes and levies, and the documents issued by it shall be exempt from all dues.

## III. OPIUM QUOTAS.

*Article 8.*

All sales of Turkish or Yugoslav opium shall be effected by the Central Office which shall, subject to the provisions of Article 9 of the present Agreement, allocate the orders relating to such sales between the National Boards, with a view to maintaining as far as possible the balance of percentages specified below.

The allocation of orders shall be made on the basis of the morphine content in the raw opium supplied. The final invoices, drawn up after analysis, shall alone be taken as a basis in reckoning the quantity of morphine supplied.

The quantity of morphine contained in the raw opium actually sold shall be allocated in the proportion of 75% for the Turkish Board and 25% for the Yugoslav Board.

The proceeds of the sale of opium shall belong to the National Board to which the Central Office has allocated the quota of opium to be supplied.

The Central Office shall take steps to ensure that, as orders are received, they shall be allocated as far as possible in accordance with the balance of percentages specified above.

*Article 9.*

All sales of opium for smoking, irrespective of its composition, shall be effected exclusively by the Central Office.

It shall be understood that opium for smoking shall, as hitherto, be sold only to the Monopolies of countries in which the use of opium for smoking is not prohibited, and subject to the conditions imposed by the laws of those countries in regard to the traffic in such opium.

Opium for smoking, which is not of the soft variety and which is sold by the Central Office, shall be so allocated as to allow the Turkish Board 86% and the Yugoslav Board 14% of the total quantity.

The soft variety, whether supplied pure or as an ingredient in opium for smoking, shall not be allocated in the manner specified in the preceding paragraph.

The two Contracting Parties shall agree to regard as soft opium only the particular quality of opium produced in the district to the east of the vilayet of Ankara. Should experience, however, reveal the existence of the soft variety in Yugoslavia, the two Contracting Parties hereby agree to proceed to revise the provisions of the present Agreement relating to allocation.

The Yugoslav Board shall be free to renounce its share of the sales of opium for smoking in favour of the Turkish Board, and in such case the Central Office shall credit the account of the Yugoslav Board referred to in Article 8 with the quantity of morphine contained in 14% of the total weight of opium for smoking sold and liable to allocation.

*Article 10.*

As all sales of opium by the two Contracting Parties have to be effected by the Central Office, the latter will also be responsible for the collection of all debts, and shall pay to each National Board, immediately and without any deduction, the exchange value of the quantity of opium supplied by the said National Board.

In cases where, for reasons of commercial or financial expediency, it may be more convenient for the proceeds of sales to be paid over to the supplier without passing through the Central Office, the latter office shall alone be authorized to instruct the purchaser, whenever such a case arises, to pay the supplier direct.

*Article 11.*

The National Boards shall be obliged to supply the Central Office with all information concerning the quantity and standard qualities of opium that they have available.

They must be in a position to execute any order for delivery placed by the Central Office without delay and under the conditions specified.

*Article 12.*

The Central Office will follow a policy to be decided upon by mutual agreement with a view to ensuring sufficiently remunerative prices for the producers of the two High Contracting Parties.

*Article 13.*

Subject to approval by the two Contracting Parties, the Central Office may conclude agreements with similar organisations of other opium-producing countries or with organisations of purchasers of opium, with a view to regulating supply and demand and stabilizing the prices of raw opium. Acts embracing a period which exceeds the duration of the present Agreement shall not be binding upon the Contracting Parties.

## IV. OPIATES.

*Article 14.*

The Contracting Parties undertake not to export opiates except in accordance with the regulations of the importing countries. They will take effective measures to supervise the export of opiates and to prevent the smuggling of the same.

## V. GENERAL CLAUSES.

*Article 15.*

The Contracting Parties will regard as smuggling any export of raw opium and opiates that is contrary to the provisions of the present Agreement. The Contracting Parties undertake to make the necessary changes in their laws to enable them to institute judicial proceedings in the case of such offences. The Contracting Parties will communicate to one another reports on all cases of smuggling of raw opium or opiates.

They will also communicate to one another the texts of laws, regulations and decrees of all kinds concerning traffic in opium and opiates.

*Article 16.*

The Contracting Parties will co-operate closely with one another in the international regulation of the opium question. They will also come to an agreement with one another as to the policy to be followed in the matter of the future production of opium and the manufacture of opiates.

*Article 17.*

Disputes relating to the interpretation and application of the present Agreement shall be settled by arbitration.

*Article 18.*

The Central Office shall endeavour to ensure that the balance of allocations defined in Article 8 of the present Agreement shall have been achieved before its functions come to an end.

If, however, it has not been able to achieve the said balance by the date specified, the debtor National Board shall be obliged to include in one of the orders received from its clients within the following six months a quantity of opium corresponding to the balance of morphine credited by the Central Office to the other National Board.

*Article 19.*

The Central Office shall be required to liquidate the balances for allocation and collection established on December 31st, 1934, in accordance with the clauses of the Agreement of April 14th, 1932. For this purpose, it shall adopt whichever system is best calculated to serve the interests of the two National Boards and those of the common cause.

*Article 20.*

The present Agreement shall be ratified and the instruments of ratification shall be exchanged at Ankara as soon as possible. It shall come provisionally into force as from January 1st, 1935, and, subject to ratification, it shall remain in force for two years.

The present Agreement may be denounced six months before the expiry of the said period of two years. If it is not denounced within that time, it shall be extended by tacit agreement for a fresh period of two years and upon the same conditions regarding denunciation.

In faith whereof the Plenipotentiaries have signed the present Agreement and have thereto affixed their seals.

Done at Belgrade, in duplicate, the seventeenth day of December, one thousand nine hundred and thirty-four.

(L. S.) Juraj DEMETROVITCH, *m. p.*

(L. S.) Ali SAMI, *m. p.*

(L. S.) Huldi SARHAN, *m. p.*

PROTOCOL ANNEX.

When proceeding this day to sign the Turco-Yugoslav Agreement concerning the export of opium, the Plenipotentiaries of the two contracting countries, being duly authorised, agreed upon the following :

The Central Office shall prepare the basis of a system of sale with a single scale of allocation embracing all exports of opium from the two countries, irrespective of quality or destination.

Following upon this, Article 9 of the above-mentioned Agreement shall be deleted and the proportion defined in Article 8 shall be adapted to the new system without altering the balance of interests already established as between the two Contracting Parties.

This modification of the present Agreement shall be made by means of an exchange of notes between the two Governments.

The present Protocol shall form an integral part of the above-mentioned Agreement.

Done at Belgrade, in duplicate, the seventeenth day of December, one thousand nine hundred and thirty-four.

(L. S.) Juraj DEMETROVITCH, *m. p.*

(L. S.) Ali SAMI, *m. p.*

(L. S.) Huldi SARHAN, *m. p.*