

No. 1577

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**YUGOSLAVIA  
and  
UNION OF SOVIET SOCIALIST REPUBLICS**

**Agreement (with annexes and protocol) relating to the sale to the Federal People's Republic of Yugoslavia of railway rolling stock of gauge 1435 mm. the property of the Union of Soviet Socialist Republics as booty of war. Signed at Moscow, on 23 August 1947**

*Official texts: Serbo-Croat and Russian.*

*Registered by Yugoslavia on 27 November 1951.*

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**YUGOSLAVIE  
et  
UNION DES RÉPUBLIQUES SOCIALISTES  
SOVIÉTIQUES**

**Accord (avec annexes et protocole) concernant la vente à la République populaire fédérative de Yougoslavie de matériel roulant ferroviaire à voie de 1435 mm appartenant à l'Union des Républiques socialistes soviétiques à titre de butin de guerre. Signé à Moscou, le 23 août 1947**

*Textes officiels serbo-croate et russe.*

*Enregistré par la Yougoslavie le 27 novembre 1951.*

## [TRANSLATION — TRADUCTION]

No. 1577. AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE FEDERAL PEOPLE'S REPUBLIC OF YUGOSLAVIA AND THE GOVERNMENT OF THE UNION OF SOVIET SOCIALIST REPUBLICS RELATING TO THE SALE TO THE FEDERAL PEOPLE'S REPUBLIC OF YUGOSLAVIA OF RAILWAY ROLLING STOCK OF GAUGE 1435 MM. THE PROPERTY OF THE UNION OF SOVIET SOCIALIST REPUBLICS AS BOOTY OF WAR. SIGNED AT MOSCOW, ON 23 AUGUST 1947

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The Government of the Federal People's Republic of Yugoslavia of the one part and the Government of the Union of Soviet Socialist Republics of the other part have by their Plenipotentiaries agreed as follows :

*Article 1*

The Government of the USSR will sell to the Government of the FPR of Yugoslavia 100 (one hundred) locomotives and 7,000 (seven thousand) trucks of gauge 1435 mm. the property of the USSR as booty of war, including 3,600 (three thousand six hundred) open trucks, 600 (six hundred) flat trucks, 2,500 (two thousand five hundred) closed trucks and 300 (three hundred) tank trucks.

A list of the numbers of the said locomotives and trucks will be drawn up during their actual delivery and show their weight and age for the purpose of valuation (Annex 1).

*Article 2*

The Contracting Parties agree that the price of the rolling stock to be delivered shall be based on a value for new locomotives of U.S. \$450 per ton and for new trucks of U.S. \$155 per ton, subject to a rebate of 3 per cent for each year of service of each locomotive delivered and of 2 1/2 per cent for each year of service of each truck delivered, taking the average life of a locomotive as 33 years and of a truck as 40 years.

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<sup>1</sup> Came into force on 23 August 1947, as from the date of signature, in accordance with article 8.

*Article 3*

The Contracting Parties agree to establish the net weight of the locomotives to be delivered in accordance with manuals and albums or, where these do not contain information concerning a particular series, by weighing the locomotive in the presence of representatives of both Parties. The total net weight of each truck to be delivered will be established in accordance with the tare weight indicated thereon. Where no such weight is indicated, the weight shall be established by weighing on a weighbridge in the presence of the representatives of both Parties.

*Article 4*

The Contracting Parties have stipulated that the rolling stock mentioned in article 1 of this Agreement shall be delivered, beginning on 1 September and ending on 1 December 1947, on the railway system of Yugoslavia by representatives of the Ministry of Communications of the USSR to representatives of the Ministry of Communications of the FPR of Yugoslavia.

The rolling stock shall be delivered at frontier delivery stations of the Yugoslav railways or, by agreement between the representatives, at any other point previously determined in accordance with the records drawn up in the form prescribed in Annexes 2 and 3 and signed by the representative of the Ministry of Communications of each Party.

*Article 5*

The Contracting Parties agree that—

(a) locomotives delivered shall be in such mechanical condition as not to require repairs other than ordinary repairs;

(b) trucks for delivery shall not be specially selected; provided that no truck shall be delivered under this Agreement which would require repairs taking more than 100 man-hours over and above the time needed for periodic repairs, or which is short of its wooden parts by 35 per cent for a closed truck or 50 per cent for an open truck.

All trucks for sale coming from third countries shall be roadworthy.

Fitness of rolling stock for delivery shall be determined by the representatives of the Ministries of Communications of the FPR of Yugoslavia and of the USSR.

*Article 6*

The Government of the Federal People's Republic of Yugoslavia, for the purposes of the delivery mentioned in article 1 of this Agreement, agrees to permit the Ministry of Communications of the USSR to have its representatives on Yugoslav territory and agrees to provide them free of charge with the transport facilities necessary for the performance of their duties.

*Article 7*

The Contracting Parties agree that their accounts under this Agreement shall be settled as follows :

(1) The total value of locomotives and trucks delivered under article 1 of this Agreement shall be credited by the Government of the FPR of Yugoslavia to a special account, in United States dollars, of the Soviet Commercial Delegation in the National Bank of the FPR of Yugoslavia at Belgrade.

(2) This sum shall be covered by delivery of goods over five years, beginning on 1 July 1948 and ending on 30 June 1953, in the following instalments : first year 10 per cent, second year 15 per cent, third year 20 per cent, fourth year 25 per cent, fifth year 30 per cent.

A list of the goods showing their quantity, price and quality shall be drawn up by special agreement between the Ministries of Foreign Trade of both Parties.

(3) During the said period of five years interest shall be paid at the rate of 3 per cent per annum on the balance of the account still uncovered.

*Article 8*

This Agreement shall enter into force on the day of its signature.

The Agreement was done and signed in Moscow on 23 August 1947, in duplicate, in Serbo-Croat and Russian, each text being equally authentic.

By authority of  
the Government of the Federal  
People's Republic of Yugoslavia :  
(Signed) T. POPOVIĆ

By authority of  
the Government of the Union  
of Soviet Socialist Republics :  
(Signed) M. KOVALEV

## ANNEX 1

## LIST

of locomotives and trucks of gauge 1435 mm. the property of the USSR as booty of war, delivered by the Government of the USSR to the Government of the Federal People's Republic of Yugoslavia under the Agreement of 23 August 1947

	Number of vehicles			Total weight, tons
	Total	In good condition	Unserviceable and needing repairs	
			Major	

## 1. Locomotives

- (a) Series .....
- (b) Series .....
- (c) Series .....
- (d) Series .....
- (e) Series .....
- (f) Series .....
- (g) Series .....
- (h) Series .....
- (i) Series .....
- (j) Series .....
- (k) Series .....

## 2. Trucks

- (a) Covered, 2-axle .....
- Covered, 4-axle .....
- (b) Open, 2-axle .....
- Open, 4-axle .....
- (c) Flat, 2-axle .....
- Flat, 4-axle .....
- (d) Tankers, 2-axle .....
- Tankers, 4-axle .....
- (e) Special .....
- Special, 4-axle .....

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*Total* .....

## ANNEX 2

RECORD No. ....

We, the undersigned, in pursuance of the Agreement between the Government of the Federal People's Republic of Yugoslavia and the Government of the Union of Soviet Socialist Republics relating to the sale of railway rolling stock of gauge 1435 mm. the property of the USSR as booty of war, signed by the Parties on 23 August 1947, do this ..... day of ..... 1947 hereby record that the representatives of the Ministry of Communications of the USSR have delivered and the representatives of the Ministry of Communications of the FPR of Yugoslavia have this day received for the Yugoslav State Railways the following :

- |                                     |   |  |
|-------------------------------------|---|--|
| 1. Locomotive No. ....              | passenger *                             |  |
|                                     | goods *                                 |  |
| 2. Tender No. ....                  | 3. Number of axles of tender .....      |  |
| 4. Series of locomotive.....        | 5. Year and place of construction ..... |  |
| 6. Wheel plan of locomotive .....   |   |  |
| 7. Type of brake mechanism .....    | 8. Net weight in tons .....             |  |
| 9. Condition of locomotive ** ..... |   |  |

Delivered :  
 Representative of the  
 Ministry of Communications of the  
 Union of Soviet Socialist Republics

Received :  
 Representative of the  
 Ministry of Communications of the  
 People's Federal Republic of Yugoslavia

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 (Signature)

(Surname)

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 (Signature)

(Surname)

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\* Delete inapplicable word.

\*\* Must be completed in every case. A locomotive is "unserviceable" only if it requires major or moderate repairs; all others are "serviceable".

## ANNEX 3

## RECORD

We, the undersigned, in pursuance of the Agreement between the Government of the Federal People's Republic of Yugoslavia and the Government of the Union of Soviet Socialist Republics relating to the sale of railway rolling stock of gauge 1435 mm. the property of the USSR as booty of war, signed by the Parties on 23 August 1947, do this ..... day of ..... 1947 hereby record that the representatives of the Ministry of Communications of the USSR have delivered and the representatives of the Ministry of Communications of the FPR of Yugoslavia have this day received for the Yugoslav State Railways the following :

1. Truck or Coach No. .... passenger \*  
goods \*
2. Type of truck or coach ..... 3. Year and place of construction .....
- .....
4. Number of axles .....
5. Load .....
6. Tare of truck ..... Length of coach in metres .....
7. With automatic brakes \*
- Without automatic brakes \* .....
8. Condition of truck or coach \*\* .....

Delivered :  
Representative of the  
Ministry of Communications of the  
Union of Soviet Socialist Republics

Received :  
Representative of the  
Ministry of Communications of the  
People's Federal Republic of Yugoslavia

(Signature)

(Surname)

(Signature)

(Surname)

\* Delete inapplicable word.

\*\* Must be completed in every case. A truck is "unserviceable" only if it requires major or moderate repairs.

PROTOCOL TO THE AGREEMENT BETWEEN THE GOVERNMENT OF THE FEDERAL PEOPLE'S REPUBLIC OF YUGOSLAVIA AND THE GOVERNMENT OF THE UNION OF SOVIET SOCIALIST REPUBLICS RELATING TO THE SALE TO THE FEDERAL PEOPLE'S REPUBLIC OF YUGOSLAVIA OF RAILWAY ROLLING STOCK OF GAUGE 1435 MM. THE PROPERTY OF THE UNION OF SOVIET SOCIALIST REPUBLICS AS BOOTY OF WAR

On signing this Agreement between the FPR of Yugoslavia and the USSR, the Parties are agreed on the following :

1. The Government of the USSR agrees to send to Yugoslavia from Romania, Hungary, Czechoslovakia, Poland and the Soviet zones of occupation of Germany and Austria such locomotives and trucks of the Yugoslav Railways marked " T-USSR " as booty of war of the Soviet Army as shall be found in those countries and in the Soviet zone of occupation.

2. The Government of the FPR of Yugoslavia likewise agrees to send to the countries and zones mentioned in paragraph 1 of this Protocol all rolling stock belonging to them found in Yugoslavia as a result of the war, except rolling stock of ex-enemy countries belonging to Yugoslavia as booty of war. The quantity of such rolling stock shall be determined from the census figures of 28 December 1945 as amended later in accordance with relevant documents.

3. On completion of delivery of the rolling stock on to Yugoslavian rails in accordance with this Agreement, the representatives of the Ministries of Communications of the two Parties shall compute its total value in United States dollars. Thereafter the representatives of the Ministry of Communications of the USSR will hand to the representatives of the Ministry of Communications of the FPR of Yugoslavia an account, together with all necessary documents, of rolling stock delivered. The last-named representatives will present the account with their acceptance to the National Bank of the FPR of Yugoslavia at Belgrade, which shall open against it a special account for the USSR commercial Delegation in the FPR of Yugoslavia.

4. The Government of the USSR has taken note of the request of the Yugoslav Government Delegation concerning the possibility of further sales to the People's Republic of Yugoslavia of captured locomotives and trucks the property of the USSR.



This Protocol was done and signed in Moscow on 23 August 1947 in duplicate in Serbo-Croat and Russian. Both texts are equally authentic. Each Party has received each copy of this Protocol.

Under full power conferred by  
the Government of the Federal People's  
Republic of Yugoslavia :  
(Signed) T. POPOVIĆ

Under full power conferred by  
the Government of the Union  
of Soviet Socialist Republics :  
(Signed) M. KOVALEV