

No. 2636

**SWEDEN
and
FINLAND**

**Agreement (with annexed Regulations) concerning timber
floating in the Torne and Muonio frontier rivers.
Signed at Stockholm, on 17 February 1949**

Official texts: Swedish and Finnish.

Registered by Sweden on 12 August 1954.

**SUÈDE
et
FINLANDE**

**Accord (avec règlement annexé) relatif au flottage du bois
sur les eaux des fleuves frontières Torne et Muonio.
Signé à Stockholm, le 17 février 1949**

Textes officiels suédois et finnois.

Enregistré par la Suède le 12 août 1954.

[TRANSLATION — TRADUCTION]

No. 2636. AGREEMENT¹ BETWEEN THE KINGDOM OF SWEDEN AND THE REPUBLIC OF FINLAND CONCERNING TIMBER FLOATING IN THE TORNE AND MUONIO FRONTIER RIVERS. SIGNED AT STOCKHOLM, ON 17 FEBRUARY 1949

His Majesty the King of Sweden and the President of the Republic of Finland, having jointly agreed on the necessity of replacing by a new Agreement the Declaration to regulate the floating of timber down the Torne and Muonio rivers, concluded between Sweden and Russia on 3 July/20 June 1917² and declared by an Exchange of Notes of 10 May 1920³ between Sweden and Finland to be in force between the latter two countries, and the Regulations annexed thereto concerning the floating of forest produce in the frontier rivers of Torne and Muonio, have appointed as their Plenipotentiaries :

His Majesty, the King of Sweden :

Mr. Nils Quensel, Secretary of State and Acting Head of the Ministry of Foreign Affairs;

The President of the Republic of Finland :

Mr. Georg Achates Gripenberg, Envoy Extraordinary and Minister Plenipotentiary of the Republic at Stockholm, who, being duly authorized thereto, have agreed upon the following provisions :

Article I

Timber floating in the Torne and Muonio frontier rivers and in such part of the sea area situated outside the mouth of the Torne river as is now or henceforth may be designated as a floatway shall be permitted both to the Contracting States and to individuals and bodies corporate of those States in accordance with the provisions of the Regulations annexed hereto.

Article II

Timber, when being delivered for floating, while being floated or when being delivered after floating, shall be exempt from all customs formalities and from import and export duties on condition that it is delivered to the State from which it was brought to the floatway.

¹ Came into force on 9 July 1949, by the exchange of the instruments of ratification at Helsinki, in accordance with article VII.

² De Martens : *Nouveau Recueil général de Traités*, troisième série, tome IX, p. 473.

³ League of Nations, *Treaty Series*, vol. II, p. 141.

Equipment and material for floating operations or for the delivery of timber after floating, including provisions for the floating crews, may be taken from one State to the other free of customs duty or any other import or export charge and irrespective of import or export restrictions other than those relating to public health or security or to the prevention of animal or plant diseases. In the transport of goods as aforesaid the regulations of the customs authorities of both States concerning notification and supervision shall be complied with.

Article III

The timber floating association referred to in the Regulations annexed hereto shall be exempt from the obligation to pay taxes to either State or to any commune or parish belonging thereto in respect of income from timber floating operations or of property regarded as assets necessary for the conduct of those operations, including such buildings, structures and land and water areas as are intended to serve the immediate requirements of those operations.

Article IV

The authorities of each State shall permit persons who are responsible for, managing or participating in the work of timber floating to cross the frontier in connexion with the floating wherever the work of floating makes it expedient to do so, and shall give those persons as much assistance as possible with regard to passports and other identification papers, and the times during which the frontier may be crossed and residence may be permitted in the other State.

Article V

For the purpose of preserving fish stocks in the water area, each cubic metre of timber floated, computed in accordance with the existing standards for cubic measurement, shall be subject to tax not exceeding five *öre* in Swedish currency or the equivalent in Finnish currency as determined by expenditures for fish hatcheries or other protective measures. Timber which is taxed in accordance with this provision shall not in either State be subject to any other levy for the preservation of fisheries.

The tax referred to in the first paragraph shall be levied on the timber floating association, and the proceeds thereof shall upon request be handed over to the board mentioned in article XI of the Convention of 10 May 1927¹ concerning the joint exploitation of the salmon fisheries in the Torne and Muonio rivers, as amended by the Declaration of 16 February 1933.

¹ League of Nations, *Treaty Series*, Vol. LXX, p. 201.

Article VI

Any dispute between the contracting States concerning the interpretation or application of this Agreement or the Regulations annexed hereto, which cannot be settled by negotiation shall be dealt with as provided in the Convention on conciliation procedure, concluded between Sweden and Finland on 27 June 1924.

Article VII

This Agreement and the Annex hereto, which have been drawn up in duplicate in the Swedish and Finnish languages, shall be ratified, and the instruments of ratification shall be exchanged as soon as possible at Helsinki.

This Agreement shall come into force on the day of the exchange of the instruments of ratification and shall remain in force until three years from the date of its denunciation by either of the Contracting States.

IN WITNESS WHEREOF, the plenipotentiaries of both States have signed this Agreement and have thereto affixed their seals.

DONE at Stockholm on 17 February 1949.

N. QUENSEL
[L.S.]

G. A. GRIPENBERG
[L.S.]

ANNEX

REGULATIONS CONCERNING TIMBER FLOATING IN THE FLOATWAY
OF THE TORNE AND MUONIO FRONTIER RIVERS

CHAPTER 1

GENERAL PROVISIONS

Article 1

Timber floating in the floatway of the Torne and Muonio frontier rivers shall be governed by the Agreement in force between Sweden and Finland on timber floating in the aforesaid rivers, by these Regulations and by such provisions (rules) for the widening, maintenance or use of the floatway as have been or may be made by the county administrations of Norrbotten and Lappland counties.

Article 2

Persons engaged in the floating of loose timber in the floatway of the frontier rivers shall, save as otherwise provided in this article, constitute a timber floating association. The affairs of the association shall be managed by a governing body, and the timber

floaters may participate in the management of the association's affairs at the meeting of the association. Floating carried out under the direction of the association shall be known as common floating.

The governing body of the timber floating association shall make rules concerning the common floating of timber so as to prevent such timber from becoming mixed with other floating timber (separate floating) and concerning the conditions governing common floating.

An owner or proprietor of farm land need not, in respect of the floating of timber for his household needs, belong to the timber floating association or pay taxes for the use of the floatway. Such timber floating (timber floating for household needs) shall not, however, take place in such a manner or at such a time as to constitute an obstacle to common floating operations or to create a risk that timber for household needs may become mixed with timber included in the common floating operations. A person floating timber for household needs shall therefore comply with whatever instructions are issued jointly by the county administrations concerning notification of intention to float timber and compliance with the necessary safety precautions. He shall also reimburse the timber floating association for any direct costs incurred by the association in respect of his timber floating operations.

The governing body of the association may in particular cases, where a small amount of timber is to be floated for a short distance, dispense the person doing such floating from the obligation to be a member of the association and may in this connexion specify the conditions under which such floating will be permitted.

Article 3

A person wishing to use the floatway of the frontier rivers for the floating of timber in rafts shall so notify the timber floating association and shall be permitted to proceed if the operation can be conducted without hindrance to the common floating. Except where the floating of timber for household needs is concerned, the person carrying out such floating operation may be required by the association to pay amortization and maintenance charges in respect of the floatway facilities used by him. He shall also reimburse the association for any direct costs incurred by it in connexion with his floating operations.

Article 4

Timber which apparently can be floated out during the first floating season after being felled may be floated with the bark on. If the floating apparently cannot be carried out within that period, the timber shall be carefully barked before it is delivered to the floatway. However, timber from hardwood trees which have been felled and left to season may be floated with the bark on also during the succeeding floating season.

Bark-removing operations must not be carried out on the ice or at any point on the bank of the watercourse close enough for the bark to be washed into the water.

Regulations providing for the barking of timber otherwise than as prescribed in the first paragraph or granting exceptions to the provisions of that paragraph may, where necessary, be made jointly by the county administrations in respect of the entire floatway or a specific portion thereof.

Article 5

The persons conducting floating operations shall, without the special permission of the owner or proprietor, have access to property situated on the bank or elsewhere if to do so is necessary for the conduct of the floating operations, the rolling of timber into the water or the assembling of timber, or for the avoidance or assessment of damage. Cultivated land, grounds attached to a building, gardens, and areas used for bathing or storage shall not, however, be trespassed upon if some other means of access can be used without serious hindrance or delay.

The provisions of the first paragraph shall likewise apply to access by the inspectors referred to in article 6 or by the arbitrators in the performance of their duties as provided in article 24.

While floating is in progress, sheer or catch booms and other necessary apparatus may be left in the water temporarily on condition that traffic is not materially hindered thereby; the necessary attachments, supports and other equipment for the booms may be placed on or near the bank, and for this purpose there may be used material objects that cannot thereby be seriously damaged.

CHAPTER 2

WIDENING OF THE FLOATWAY, ETC.

Article 6

Draft rules shall, after a local inspection has been carried out, be prepared by two experts and two representatives, one each of whom shall be appointed by each county administration. In connexion with the inspection at least one meeting shall be held in each commune through which the affected portion of the floatway passes.

The time and place of the inspection and the meeting shall be announced by the inspectors at least fourteen days in advance in all the communes referred to in the first paragraph and shall be published in at least one local newspaper in each country; and persons known to the inspectors as the owners or usufructuaries of a riparian area, bridge, fishery, water mill or unimproved waterfall affected by the scheme or measure shall be specially notified by post. Notice of the inspection and the meeting shall also be sent within the same time-limit to the timber floating association; to the Crown Lands Board, the Forestry Board and the Board of Fisheries in Sweden; and to the Forestry Board, the Board of Agriculture and the Civil Engineering Board in Finland.

The inspectors' draft shall be submitted to the county administrations. After an opportunity has been given to submit objections to the draft, the county administrations shall announce in the form of a joint decision the action taken by them on the matter.

Less important rules may, if special circumstances so require, be issued without a prior inspection after persons having a legal interest and the authorities have been afforded an opportunity to express their views.

If for the purposes of timber floating the rules authorize work to be performed or equipment installed, the county administrations may prescribe that such work or equipment shall upon completion be inspected.

Instructions concerning inspection procedure shall be issued by the county administrations. If the work performed or equipment installed is in any way defective, the county administrations may also order the necessary rectification and may, each on its own side of the national frontier, impose suitable fines.

Article 7

If the widening or improvement of the floatway makes it necessary to use land or water areas belonging to other persons, or if some other measure must be taken which may affect the rights either of a person owning a riparian area, bridge, fishery or water mill or of some other person and the person concerned has not given his consent, then, except where expropriation is involved, the county administrations, after an investigation has been conducted as provided in article 6, shall jointly authorize the measure to be taken and shall determine the compensation to be paid for the damage and inconvenience thereby caused. Care must be taken in this regard to ensure that the purpose is accomplished without undue expenditure and with the least possible inconvenience to others.

A person who is dissatisfied with the county administrations' award of compensation as mentioned in the first paragraph may within sixty days of the date of the award lodge an appeal with the ordinary court of first instance of the place where the damage or inconvenience was caused.

Compensation for damage or inconvenience as mentioned in the first paragraph shall, however, as provided in article 22, in some cases be determined in accordance with the provisions of articles 22-28 relating to damage resulting from timber floating (timber floating damage).

Article 8

If the widening or improvement of the floatway requires the expropriation of all or part of a property, the matter shall, in the absence of an amicable agreement, be decided as regards Swedish territory in accordance with the provisions of the Expropriation Act and as regards Finnish territory in accordance with the regulations governing the cession of property for the purposes of the floatway.

CHAPTER 3

THE TIMBER FLOATING ASSOCIATION AND ITS ACTIVITIES

Article 9

The timber floating association shall, for the joint account and on the joint responsibility of its members, supervise the common floating operations, have charge of and maintain the floatway and its appurtenances, and collect and account for the charges levied for the use of the floatway.

The association shall not engage in any activity alien to the aforementioned functions.

Article 10

The timber floating association may acquire immovable property only for the account of the floatway and only where :

1. The property is necessary for construction work or other measures relating to the floatway or for the proper conduct of floating operations;
2. The acquisition of a specified area is considered desirable in order to reduce payments of compensation for damage; or
3. The property is considered suitable for the construction of necessary office of workshop buildings or of housing for the timber floating chief or for office, timber-floating or other workers.

The county administrations shall jointly determine whether the acquisition of immovable property in the aforesaid cases is permissible.

Immovable property acquired pursuant to this article shall be property of the floatway.

Article 11

Property of the floatway shall not be encumbered or pledged, but where it appears expedient to do so in a particular case the county administrations may jointly authorize the timber floating association to encumber property mentioned in article 10, first paragraph, sub-paragraph 3. Immovable property shall not be disposed of without the joint consent of the county administrations. Buildings and equipment required for timber-floating shall not be transferred from the ownership of the floatway.

Article 12

By-laws shall be drawn up for the timber floating association and shall deal with the mutual relationship between timber floaters and their responsibilities for the association's obligations, the governing body of the association and the supervision of its activities, the meeting of the association, the timber floating chief, the marking of timber and the conduct of timber floating operations. The by-laws shall not contain any provision conflicting with the Agreement referred to in article 1 or with these Regulations.

The by-laws shall be ratified jointly by the county administrations upon the recommendation of the timber floating association. Before ratifying any draft by-laws or amendment thereto, the county administrations shall consult the Crown Lands Board and the Forestry Board of Sweden and the Forestry Board of Finland, and shall by means of announcements in each commune situated along the floatway afford forest owners and other persons concerned an opportunity to express their views. If an amendment is proposed otherwise than by the timber floating association, the members of the association shall likewise be afforded an opportunity to express their views at the meeting of the association.

Copies of the regulations shall be printed on the association's initiative in the Swedish and Finnish languages and shall be supplied upon request to forest owners and timber floaters.

Article 13

With a view to safeguarding the public interest, each county administration shall appoint a representative (public representative) to participate without the right to vote in the meetings of the timber floating association and of its governing body. If the public representative considers that a decision is contrary to the regulations in force or to the public interest and if the matter is not rectified after he has drawn attention to it, he shall report the circumstances to the county administration which appointed him. The person appointed as public representative shall be familiar with forestry and timber floating conditions in the area but shall not be personally engaged in timber floating or employed by a timber floater. The representative shall receive from the association such remuneration as the county administration prescribes.

Each county administration may likewise appoint an auditor, who, together with the auditors appointed by the association, shall examine the association's books. An auditor appointed by a county administration shall receive from the association such remuneration as the county administration prescribes.

An annual statement and auditors report on the activities of the association shall be submitted to the county administrations each year.

Article 14

The timber floating association shall annually appoint for each commune situated along the floatway at least one representative (local representative) whose name shall be reported to the county administrations and to whom riparian owners and other persons may submit the claims mentioned in article 23 or any other matters concerning timber floating.

Article 15

The expenses of the timber floating association shall be apportioned among the timber floaters in the manner prescribed by the by-laws.

The county administrations, upon the request of the timber floating association or of a member thereof, may jointly direct that expenditures for widening or improving the floatway or for acquiring immovable property, and other expenditures likely to be of considerable benefit for timber floating in the future as well as in the present shall be amortized over a period of several, but not more than twenty, years out of charges assessed against the timber floated and so adjusted that the principal together with interest on the unpaid balance can reasonably be expected to be paid in full within the period thus fixed.

The timber floating association may, without seeking instructions from the county administrations, arrange for expenditures as aforesaid to be amortized within a period not exceeding three years.

Article 16

If in a given year the timber floating association incurs expenditures which as provided in article 15 may be amortized over a period of several years, the association may,

if the expenditures cannot be met by advances from the timber floaters participating in that season's floating, contract a loan for that purpose under an arrangement whereby the lender will be entitled to collect the amortization charges fixed for the repayment of the loan.

Occasional loans to meet the association's current needs may in addition be contracted by the governing body of the association to such amount and under such conditions as provided in the by-laws or prescribed by the association. The repayment of such loans shall be incumbent solely upon the timber floaters participating in floating operations during the year in which the expenditure constituting the debt was incurred.

Article 17

The sums required to meet the association's expenses shall, in such manner and within such time as the governing body of the association specifies, be advanced by every person participating in the common floating. If a timber floater fails to pay the amount due from him, the governing body may hold his timber as security and, after notifying him, sell at public auction as much thereof as is necessary to cover the amount due.

The sums advanced may not be used or distrained for any purpose other than to defray the association's expenses for the year for which the advances were made. If there is a surplus, it shall be refunded.

If it appears that an expenditure incurred by the timber floating association should be charged to the timber floaters participating in the floating operations of a previous year, but no funds were previously set aside for that purpose, the governing body shall forthwith assess the said timber floaters for the amount due in proportion to their participation in the expenses for that year. If a timber floater does not have the means to pay his assessment, the amount in default shall be charged to the other timber floaters in proportion to their participation as aforesaid.

Article 18

Subject to such limitations and conditions as the by-laws may prescribe, decisions and agreements binding also on timber floaters participating in floating operations of future years may be made with respect to the engagement for several years of a timber floating chief, other staff and labourers; to the terms of their remuneration; and to pensions and accident, sickness and similar benefits for themselves or their families.

If any person wishes to ascertain that a decision or agreement as aforesaid is not subject to objections on the grounds mentioned in article 21, he may apply to the county administrations for confirmation in this regard.

The timber floating association may also enter into multi-year agreements with riparian owners or other persons concerning compensation for timber floating damage, riparian leases, timber floating under contract and similar matters.

Article 19

Any members of the governing body of the timber floating association who by contravening these regulations or the by-laws of the association or in any other manner

wilfully or negligently cause the floatway or the timber floating association loss or damage shall be jointly and severally liable therefor. They shall be similarly liable for any damage which, by contravening these regulations or the by-laws of the association, they wilfully or negligently cause a third party.

Article 20

If the auditors of the association have knowingly made erroneous statements in their report or in any other document submitted to the association or have wilfully failed to draw attention to such statements in a document examined by them or have been negligent in the performance of their duties, those of them who have been guilty of such conduct shall be jointly and severally liable for any damage thereby caused to the association.

Article 21

If a timber floater is dissatisfied with the activities of the governing body of the timber floating association or with the apportionment of the association's expenses among its members or with any decision or agreement made by the association, he may so inform either county administration within 180 days from the date on which the decision or measure objected to came to his notice or, if he was not at that time participating in the timber floating operations, from the date on which he began so to participate. If the by-laws prescribe a specific procedure for notifying timber floaters of a decision, any decision so notified shall be considered to have been duly communicated to the persons participating in the common floating at that time. If a measure, decision or agreement appears to be in conflict with regulations in force or with the interests of the floatway, or to be obviously disadvantageous to the timber floaters, the county administrations shall jointly prescribe the necessary rectification or take such other measures as the circumstances may require.

CHAPTER 4

DAMAGE RESULTING FROM TIMBER FLOATING OPERATIONS

Article 22

Full compensation shall be paid by the timber floating association for any damage or inconvenience which in the course of the common floating operations results from the timber while being floated, from measures taken under article 5 or from any other action relating to the floating operation (timber floating damage). The provisions in respect of timber floating damage shall likewise apply to damage or inconvenience resulting from construction or any measure referred to in article 7 relating to the floatway if compensation for that purpose has not already been provided for in the rules or otherwise fixed by law and no compensation has been paid.

A person carrying on timber floating for household needs or such special timber floating as is mentioned in article 2, fourth paragraph, shall be solely liable for any damage or inconvenience resulting from his timber floating operations.

Liability for damage resulting from the floating of timber in rafts shall be borne by the person carrying out the timber floating operation. If several persons are engaged in a floating operation as aforesaid and it is impossible to ascertain whose timber has caused the damage, all those who cannot be proved to have had no part in the damage shall be jointly and severally liable.

Where timber floating damage appears to be of such a permanent nature that it can be evaluated in advance, the amount of compensation may, if the injured party or the timber floating association so requests, be fixed in the rules.

Article 23

A claim for damages against the timber floating association shall, on penalty of the right of claim being lost, be submitted to the association or its local representative or referred to arbitration before the expiry of the calendar year in which the damage occurred. A claim for compensation for damage to a fishing structure or to fishing equipment shall, however subject to the same penalty, be submitted within fourteen days of the date on which the damage came to the notice of the owner of the structure or equipment.

A claim as aforesaid shall be submitted in writing, but a claim submitted to a local representative may be made orally. A claim in writing shall be deemed to have been duly communicated if sent to the recipient's customary address by a registered letter posted within the time-limit prescribed in the first paragraph.

Article 24

If no agreement can be reached concerning the timber floating association's liability for damages, the matter shall be referred to three arbitrators, one of whom shall be appointed by each party, the two so appointed choosing a third arbitrator who shall act as chairman.

Except as otherwise provided in articles 25-28 below, all matters relating to the arbitrators and to procedure, awards, invalidity of awards and costs shall be subject to the relevant provisions of the general legislation on arbitration in force in the state where the damage occurred.

Article 25

For the purposes of the arbitration proceedings mentioned in article 24, permanent arbitrators shall be appointed each year by the timber floating association, at least one arbitrator and alternate being appointed for Sweden and one arbitrator and alternate for Finland. The association may, however, appoint another arbitrator to deal with particular cases involving damage or inconvenience of a special kind.

The names and addresses of the permanent arbitrators appointed by the timber floating association shall be reported to the county administrations within the time-limit specified in the by-laws so that they may be published in due form at the association's expense.

Article 26

A party may request arbitration by presenting a proposal to that effect to the other party or to the arbitrator previously appointed by that party. The proposal shall set forth the matter or matters in respect of which arbitration is requested.

Article 27

The arbitrators shall determine whether and, if so, where an inquiry should be held and shall bear in mind that unless an estimate of the damage is needed without delay, the inquiry should so far as possible be carried out after the timber floating operations have been concluded and in conjunction with the appraisal of other cases of damage.

If no arbitral award is handed down either within 90 days after arbitration has been requested or, where an inquiry is considered necessary but cannot be carried out owing to seasonal conditions, by 31 July of the following year, either party shall be free to submit the dispute to the ordinary court of first instance of the place where the damage occurred. An arbitral award handed down after the aforesaid time-limit shall be void unless the parties agree to abide by it.

An arbitral award shall be in writing and immediately after being handed down shall be formally communicated to the parties.

Article 28

A party who is dissatisfied with an arbitral award may submit the dispute to the court mentioned in article 27, second paragraph, if he institutes proceedings within the time-limit prescribed for appeals against arbitral awards in the general legislation on arbitration of the State concerned. Nevertheless, the arbitral award may take effect forthwith unless the court or the chief administrator of justice otherwise directs.

The arbitral award shall clearly set forth the formalities to be complied with by a dissatisfied party in submitting the dispute to the court.

CHAPTER 5

SPECIAL PROVISIONS

Article 29

If such existing or prescribed structures for the protection of the navigable channel or the prevention of other damage from timber floating as are supposed to be maintained by the timber floating association are not properly cared for, the county administrations, each in respect of its own side of the national frontier, may compel the association under penalty of a fine to comply with its obligations or may proceed immediately to rectify the situation at the association's expense.

In urgent cases where no delay can be tolerated, a person who may directly suffer from the situation mentioned in the first paragraph may at the timber floating association's expense himself take the action necessary to protect his property if the need for such action has been certified by the district police superintendent or bailiff of the locality after an investigation conducted on the spot.

Article 30

A riparian owner or other person who is inconvenienced by sunken or sinking timber may in the presence of two witnesses remove the timber from the water on to the bank. Notice of the removal shall within seven days thereafter be given to the governing body of the timber floating association, the timber floating chief or the local representative. The timber floating association shall take possession of the timber within three months from the date of the notice and shall pay reasonable compensation for the removal; otherwise, the person removing the timber may use it for his own purposes.

Article 31

If sunken timber, bark or the like has accumulated in the floatway to such an extent that silting or some other inconvenience results, or if waterlogged timber in the floatway constitutes a potential source of damage, the county administrations may, each on its own side of the national frontier, compel the timber floating association under penalty of a fine, to remove the hindrance within a specified time or may themselves take the necessary action at the association's expense.

Article 32

If floated timber is left on the bank beyond the time which in the light of properly conducted timber floating operations and of other circumstances seems necessary, the riparian owner or any other person affected thereby may request the timber floating association through its governing body, the timber floating chief or the local representative to take possession of the timber without delay. If no action is taken by the association, the said owner or other person may appeal to the county administration of the county in which the timber is situated, and the county administration may fix a time-limit within which the association must remove the timber under penalty of the said owner or other person being able to use the timber for his own purposes.

Article 33

If timber brought to the floatway from one State is delivered after floating to a destination in the other State, the timber floating association shall so notify the appropriate customs authorities of both States and inform them of the amount of timber. Such timber, when delivered by the timber floater for floating, shall be separate from his other timber and be marked with special markings prescribed by the governing body of the association; the governing body may, however, waive this provision in respect of timber the delivery of which has been agreed upon in the course of the floating operations.

Article 34

If it appears that the floatway is not being properly maintained, that prescribed amortization charges or compensation for damage are not being paid or that the floating of timber is not being properly conducted, or if the activities of the timber floating association otherwise call for censure, and no corrective action is taken after the association has been consulted on the matter, then the county administrations shall call a general meeting of the timber floaters at which a special discussion shall be held to determine whether and on what conditions the floating of loose timber shall continue to be permitted in the floatway.

CHAPTER 6

PENALTIES, ETC.

Article 35

The placing of unbarked timber in the floatway when to do so is prohibited or the removal of bark contrary to the provisions of article 4, second paragraph, shall be punishable by daily fines.

If a person wilfully or through manifest negligence obstructs the frontier river or in the course of floating operations causes damage, inconvenience or delay to others he shall be punished by daily fines unless he is also liable at law.

Article 36

An offence mentioned in article 35 shall be dealt with by the ordinary court of first instance of the place where the offence was committed, but if the offence was committed by a national of one State in the territory of the other State and the offender is no longer in the State in which the offence was committed, the case shall be tried in the State of which the offender is a national by the court situated nearest to the place where the offence was committed.

Fines shall accrue to the State in which the offence is tried.

A contingent fine (*vite-uhkasakko*) may be levied by the county administration that is empowered to fix such a fine. A contingent fine shall accrue to the State whose county administration levied the fine.