

Dieser Vertrag ist in zwei Exemplaren ausgefertigt, von denen jede der beiden vertragschließenden Parteien ein Exemplar bekommen hat.

Kaunas, den 12. April 1930.

Republik Litauen.

Juozas Tubelis

Ministerpräsident und Finanzminister

Svenska Tändsticks Aktiebolaget

Stellan Carlberg.

10. Vereinbarungen über Vorkriegsanleihen.

a) Roumanian Debt Agreement ¹⁾.

An Agreement made the fourth day of July 1928 between the Royal Roumanian Government (hereinafter called 'the Government') represented by Victor V. Badulesco General Secretary of the Ministry of Finance of the one part and J. Henry Schröder and Company of 145 Leadenhall Street in the City of London (hereinafter called 'Schröders') of the other part.

Whereas:

1. The Government created and issued a Loan known as: 'The Royal Roumanian Government 4½% Loan of 1913'.
2. The Government is desirous of obtaining the reinstatement of the quotation on the Stock Exchange London for the Bonds of the said 1913 Loan which were formerly so quoted other than those mentioned in the First Schedule hereto and now stamped 'For payment in Lei' which will continue to be payable in Roumania in Lei only.

Now it is hereby agreed as follows:

1. Payment of the principal and interest on the Bonds specified in the First Schedule hereto and now stamped: 'For payment in Lei' (hereinafter called 'the Lei Bonds') shall continue to be made in Roumania in Lei only.
2. Payment of the principal and interest on all the Bonds formerly quoted on the Stock Exchange London other than the Lei Bonds (hereinafter called 'the Sterling Bonds') shall be made in Sterling. Payment in London shall be made at the offices of Schröders. Payment of the principal of and interest on such of the Sterling Bonds referred to in Part 2 of the Second Schedule hereto shall only come within the purview of this Agreement if the holders of such Bonds accept the Government's terms set out in Clause 6 hereof in full satisfaction of all liability in respect of principal of and interest on such Bonds up to and including the first day of April 1928, provided always that this stipulation shall not

¹⁾ The Financial News, August 10, 1928; vgl. dazu das deutsch-rumänische Abkommen zur Beilegung der finanziellen Streitfragen zwischen Deutschland und Rumänien vom 10. November 1928 (RGBl. 1929, II, S. 81 ff.).

apply to any Bonds the present holder of which shall before the first day of January 1929 produce a certificate from a member of the London Stock Exchange countersigned on behalf of the Committee of the Stock Exchange that he acquired such Bonds by a bona fide purchase on the London Stock Exchange prior to the date on which the Loan was removed from the Official List.

3. Payment in the manner provided in Clause 2 hereof shall be so made in time of war as well as in time of peace and whether the holders be citizens or subjects of a friendly, hostile or neutral state without requiring any declaration or evidence as to the then present or former nationality, domicile or residence of such holders or any previous holders or as to the length of time such holders have held such bonds or the coupons attached hereto.

4. For the purpose of providing for the service of the Sterling Bonds the Government undertakes to pay direct to Schröders in Sterling in London the amounts required for the service of the Sterling Bonds on the dates provided in Article 8 of the Agreement between the Minister of Finance of Roumania and the Diskonto Gesellschaft and others dated Berlin 23rd October 1913.

5. The Government undertakes that it will on the first day of October 1928 and thereafter amortise regularly the appropriate number of Bonds shown on the amortisation table and the Government reserves the right to redeem on any interest date or dates as it may select but in any case not later than 1st October 1953 those Bonds which owing to the war were not drawn in accordance with such table.

6. In so far as payments have not been made up to and including the first day of April 1928 in respect of the Sterling Bonds referred to in Part 2 of the Coupons thereto attached the Government undertakes to pay through Schröders to all the holders of such Bonds or Coupons presented for payment on or after the 1st day of October 1928 a sum in Sterling equal to twenty per cent. of the nominal amount of all such Bonds drawn for repayment and unpaid and of all Coupons in arrear and unpaid or (at the option of the Government) Sterling Bonds of the Government. Should the Government elect to pay in Sterling Bonds such Sterling Bonds shall be Bonds of a Roumanian Government Loan quoted on the Stock Exchange London and shall be for such an amount as when calculated at the ruling market rate shall be equal to the aforesaid Sterling payment of 20 per cent. Acceptance of any payment from the Government by the holders of the Sterling Bonds specified in Part 2 of the said Second Schedule will imply the acceptance of such holders of the terms of the present Agreement.

7. In the event of any Bond being included in the list of the Lei Bonds by inadvertence the Government undertakes that such Bond may be taken out of the Lei List and inserted in the Sterling Bond List and shall be treated as a Sterling Bond subject to evidence satisfactory to the Government and to Schröders that such Bond was included in the Lei List in error.

8. This Agreement shall be exempt from all present or future Roumanian taxes stamp duty charges and impositions whatsoever whether national departmental municipal or any other nature or kind.

9. The Government will submit this contract to the Legislature for ratification during the forthcoming session, and if a Law duly ratifying the same shall not be enacted or duly promulgated during the next session of the Legislature the present Agreement shall at the option of Schröders be null and void. Until the Committee of the Stock Exchange have restored the Sterling Bonds to quotation in the Official List or publicly announced their intention subject to the ratification of this Agreement to do so the Government shall have the right to declare the present Agreement null and void.

Inasmuch as it has been impossible to complete the First and Second Schedules hereto the Government undertakes to furnish to Schröders the particulars for that purpose prior to the first September 1928.

10. In witness whereof this Agreement has been signed by Victor V. Badulesco on behalf of the Government and by J. Henry Schröder & Co., the day and year first above written.

(Signed.)

Victor V. Badulesco.

(Signed.)

J. Henry Schröder & Co.

The first schedule hereto being the numbers of the Lei Bonds.

The second schedule hereto being the numbers of the Sterling Bonds.

Part 1. — Numbers of the Bonds in respect of which payments may be made forthwith.

Part 2. — Numbers of the Bonds on which payment can only be made after holders have agreed to accept arrears of principal and interest pursuant to Clause 6 hereof.

b) Vertrag zwischen Bulgarien und der
Diskonto-Gesellschaft.

Zwischen¹⁾ der Königlich Bulgarischen Regierung, im folgenden »Bulgarien« genannt, vertreten durch die Herren:

Dr. S. Daneff, Ministerpräsident a. D.,

Dr. N. Stoyanoff, Direktor der Staatsschuldenverwaltung,

J. Bourilkoff, Vizegouverneur der Bulgarischen Nationalbank,

Dr. L. Dikoff, Professor an der Universität in Sofia,

einerseits

und

der Direction der Disconto-Gesellschaft, im folgenden »DG« genannt,

andererseits,

wird folgender

VERTRAG

geschlossen:

¹⁾ Düržaren Vestnik No. 68. 26. Juni 1929.