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SECRET.

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CABINET.

**CONVENTION FOR THE UNIFICATION OF CERTAIN RULES
RELATING TO INTERNATIONAL CARRIAGE BY AIR: REQUEST
FOR AUTHORITY TO RATIFY.**

MEMORANDUM BY THE SECRETARY OF STATE FOR AIR.

Date and Purpose of the Convention.

THIS Convention was signed at Warsaw in October 1929: I now submit it to the Cabinet for authority to ratify. Its purpose is to set up international regulations governing the carriage of persons and goods by air: in particular it regulates the liability of carriers. Copies are circulated with this paper.

Historical.

2. The Convention is the outcome of international discussion dating from 1925, when a conference at Paris on the unification of private aerial law was attended by representatives from more than 40 States. A committee of international jurists (known as the C.I.T.E.J.A.*) carried on the work thus initiated, and an international conference at Warsaw in October 1929 finally approved the Convention in its present form. It was then signed on behalf of Germany, Austria, Brazil, Denmark, France, Great Britain and Northern Ireland, Australia, South Africa, Italy, Luxembourg, Poland, Switzerland and Yugoslavia, and it has subsequently been signed on behalf of Belgium, Spain, Greece, Japan, Latvia, Norway, Holland, Roumania, Czecho-Slovakia and the U.S.S.R.

Its Most Important Provision.

3. The most valuable part of the Convention is that relating to the liability of the carrier. At present air carriers may be sued in an indefinite number of countries with widely-varying laws and practices.

Support for Ratification.

4. The Convention has been referred to the departments of State mainly concerned and no objection has been taken. Sir Alfred Dennis, Barrister-at-law, formerly Chief Assistant Treasury Solicitor, has acted for the Air Ministry throughout, and the subject is now ready for final decision. The Convention is supported by representative flying organisations. It should be explained that the Convention must be accepted or rejected as a whole, subject to the following paragraphs relating to the reservation as to State air services. I have no hesitation in recommending ratification.

Reference to Law Officers.

5. In the consideration of the various drafts the help of the Law Officers was secured on two occasions, and generally speaking effect has been given to the

* Comité International Technique d'Experts Juridiques Aériens.

advice so obtained: the one outstanding point is that of the reservation of State air services, and the issue on that point (which is of a political rather than of a legal character) can now be restated quite briefly, for direct decision by the Cabinet.

Question of Reservation of State Services.

6. Article 2 (1) applies the Convention to carriage performed by the State. This provision figured in the draft put before the Warsaw conference, subject to a British reservation. The Law Officers of the late Government in May 1929 had held that that reservation should be maintained: this opinion was repeated by the Law Officers of the present Government in August 1929. This reservation created very serious difficulty at the Warsaw conference; Great Britain had the support only of the U.S.S.R., and a provision was finally added (see additional Protocol on page 13) that each country on ratification could exclude State carriage. Even so, the general hope was expressed that Great Britain would not take advantage of this.† It was urged by the foreign delegates that the principle of State liability had already been admitted in the Convention regarding State-owned vessels signed at Brussels in April 1926 and approved by His Majesty's Government.

7. Our insistence on this reservation may still put serious difficulty in the way of ratification by other States, and I recommend that it should be dropped. It has in any case no practical effect for His Majesty's Government, as we are not conducting commercial carriage by air. Further, it is understood that the Law Officers were largely motivated by consideration for the Crown Proceedings Bill, but there is now no prospect of that Bill being proceeded with at present.

Consequential questions of internal traffic and intra-Imperial traffic.

8. Two further matters of general importance are involved. These are the application of the Convention (a) to carriage wholly within this country, and (b) to carriage between different parts of the British Empire without an agreed stopping place on foreign territory. On general grounds of convenience to all the interests involved I am in favour of both these extensions. These points do not arise on ratification, but, subject to anything my colleagues may say, or to practical considerations which may arise in giving effect to them, I propose the approval of these extensions, in principle, if ratification itself is now approved.

Legislation.

9. Legislation will in due course be necessary, a system under which the carrier's liability is limited by statutory regulation being substituted for the freedom of contract now existing. Certain other changes in the legal relations of carriers to consignors or passengers are also involved.

Summary of points for decision.

10. The proposals submitted for the approval of the Cabinet are as follows:—

- (a) That His Majesty's Government should announce their willingness to ratify the Convention subject to general readiness on the part of other signatory States to ratify it and to the passing by Parliament of the legislation necessary to give effect to it;

† Since this memorandum was drafted a letter has been received from the Secretary-General of the C.I.T.E.J.A. at Paris to the following effect:—

"France is about to ratify the Warsaw Convention, and I believe that other countries are ready to do likewise.

"During conversations which I have recently had on the matter with the representatives of several States which are ready to ratify this Convention, I have been asked to ascertain from you the point of view of the British Government with regard to ratification, and, above all, whether it may be hoped that the British Government will not avail themselves of the reservation which appears in the Additional Protocol.

"I should be very grateful if you will inform me on this point as soon as possible."

- (b) That His Majesty's Government should, at the same time, announce that they do not propose to exercise the right of reservation as regards State-performed carriage given by the Additional Protocol;
- (c) That the legislation to be introduced to give effect to the Convention should provide for the application of its rules (with any necessary modifications) to internal, as well as international, carriage by air; and
- (d) That this legislation should also take appropriate power to apply these rules to intra-Imperial carriage by air.

11. Copies of the Convention and of this memorandum (in draft) have been referred to the Lord Chancellor, who has no observations to make regarding them.

A.

Air Ministry, May 20, 1931.

CONVENTION

FOR THE UNIFICATION OF CERTAIN RULES RELATING
TO INTERNATIONAL CARRIAGE BY AIR.

THE PRESIDENT OF THE GERMAN REPUBLIC, THE FEDERAL PRESIDENT OF THE REPUBLIC OF AUSTRIA, HIS MAJESTY THE KING OF THE BELGIANS, THE PRESIDENT OF THE UNITED STATES OF BRAZIL, HIS MAJESTY THE KING OF THE BULGARS, THE PRESIDENT OF THE NATIONALIST GOVERNMENT OF THE REPUBLIC OF CHINA, HIS MAJESTY THE KING OF DENMARK, AND OF ICELAND, HIS MAJESTY THE KING OF EGYPT, HIS MAJESTY THE KING OF SPAIN, THE HEAD OF THE STATE OF THE REPUBLIC OF ESTONIA, THE PRESIDENT OF THE REPUBLIC OF FINLAND, THE PRESIDENT OF THE FRENCH REPUBLIC, HIS MAJESTY THE KING OF GREAT BRITAIN AND IRELAND AND OF THE BRITISH TERRITORIES BEYOND THE SEAS, EMPEROR OF INDIA, THE PRESIDENT OF THE HELLENIC REPUBLIC, HIS MOST SERENE HIGHNESS THE REGENT OF THE KINGDOM OF HUNGARY, HIS MAJESTY THE KING OF ITALY, HIS MAJESTY THE EMPEROR OF JAPAN, THE PRESIDENT OF THE REPUBLIC OF LATVIA, HER ROYAL HIGHNESS THE GRAND DUCHESS OF LUXEMBOURG, THE PRESIDENT OF THE UNITED STATES OF MEXICO, HIS MAJESTY THE KING OF NORWAY, HER MAJESTY THE QUEEN OF THE NETHERLANDS, THE PRESIDENT OF THE REPUBLIC OF POLAND, HIS MAJESTY THE KING OF ROUMANIA, HIS MAJESTY THE KING OF SWEDEN, THE SWISS FEDERAL COUNCIL, THE PRESIDENT OF THE REPUBLIC OF CZECHO-SLOVAKIA, THE CENTRAL EXECUTIVE COMMITTEE OF THE UNION OF SOVIET SOCIALIST REPUBLICS, HIS MAJESTY THE KING OF YUGOSLAVIA.

Having recognised the advantage of establishing uniformity in the conditions of international carriage by air with regard to the documents to be used for such carriage and to the liability of the carrier, have nominated to this end their respective Plenipotentiaries who, being thereto duly authorised, have concluded and signed the following Convention :—

CHAPTER I.

OBJECT.—DEFINITIONS.

Article 1.

(1) This Convention applies to all international carriage by aircraft of persons luggage or goods for valuable consideration. It

applies equally to gratuitous carriage by aircraft performed by any person engaged in the business of an air carrier.

(2) For the purposes of this Convention the expression "international carriage" means any carriage in which, according to the contract made by the parties, the place of departure and the place of destination, whether or not there be a break in the carriage or a trans-shipment, are situated either within the territories of two High Contracting Parties, or within the territory of a single High Contracting Party, if there is an agreed stopping place within a territory subject to the sovereignty, suzerainty, mandate or authority of another Power, even though that Power is not a party to this Convention. A carriage without such an agreed stopping place between territories subject to the sovereignty, suzerainty, mandate or authority of the same High Contracting Party is not deemed to be international for the purposes of this Convention.

(3) A carriage to be performed by several successive air carriers is deemed, for the purposes of this Convention, to be one undivided carriage, if it has been regarded by the parties as a single operation, whether it takes the form of a single contract or a series of contracts ; such carriage does not lose its international character merely because one contract or a series of contracts is to be performed entirely within a territory subject to the sovereignty, suzerainty, mandate or authority of the same High Contracting Party.

Article 2.

(1) This Convention applies to carriage performed by the State or by legally constituted public bodies provided it falls within the conditions laid down in Article 1.

(2) This Convention does not apply to carriage performed under the terms of any international postal Convention.

CHAPTER II.

CARRIAGE DOCUMENTS.

SECTION 1.—PASSENGER TICKET.

Article 3.

(1) For the carriage of passengers the carrier must deliver a passenger ticket which shall contain the following particulars :—

(a) the place and date of issue ;

(b) the place of departure and of destination ;

(c) the agreed stopping places, provided that the carrier shall be entitled to reserve the right to alter the stopping places in case of necessity, but so that such alteration shall not have the effect of depriving the carriage of its international character ;

(d) the name and address of the carrier or carriers ;

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(e) a statement that the carriage is subject to the rules relating to liability established by this Convention.

(2) Absence, irregularity or loss of the ticket does not affect the existence or the validity of the contract of carriage, which shall none the less be subject to the rules of this Convention. Nevertheless, if the carrier accepts a passenger without having delivered a ticket to him, he shall not have the right to avail himself of those provisions of this Convention which exclude or limit his liability.

SECTION 2.—LUGGAGE TICKET.

Article 4.

(1) For the carriage of luggage, other than small personal objects of which the passenger takes charge himself, the carrier must deliver a luggage ticket.

(2) The luggage ticket shall be made out in duplicate, one part for the passenger and the other part for the carrier.

(3) The luggage ticket shall contain the following particulars:—

- (a) the place and date of issue ;
- (b) the place of departure and of destination ;
- (c) the name and address of the carrier or carriers ;
- (d) the number of the passenger ticket ;
- (e) a statement that good delivery of the luggage can be made to the bearer of the luggage ticket ;
- (f) the number and weight of the packages ;
- (g) the amount of the declared value in accordance with Article 22 (2) ;
- (h) a statement that the carriage is subject to the rules relating to liability established by this Convention.

(4) Absence, irregularity or loss of the luggage ticket does not affect the existence or the validity of the contract of carriage, which shall none the less be subject to the rules of this Convention. Nevertheless, if the carrier accepts luggage without having delivered a luggage ticket to the passenger, or if the luggage ticket does not contain the particulars set out at (d) (f) and (h) above, the carrier shall not have the right to avail himself of those provisions of the Convention which exclude or limit his liability.

SECTION 3.—AIR CONSIGNMENT NOTE.

Article 5.

(1) Every carrier of goods has the right to require the consignor to make out and hand over to him a document called an "air consignment note"; every consignor has the right to require the carrier to accept this document.

(2) Absence, irregularity or loss of this document does not affect the existence or the validity of the contract of carriage which shall, subject to the provisions of Article 9, be none the less governed by the rules of this Convention.

Article 6.

(1) The air consignment note shall be made out in three original parts and be handed over with the goods.

(2) The first part shall be marked "for the carrier," and shall be signed by the consignor. The second part shall be marked "for the consignee"; it shall be signed by the consignor and by the carrier and shall accompany the goods. The third part shall be signed by the carrier and handed by him to the consignor after the goods have been accepted.

(3) The carrier shall sign on acceptance of the goods.

(4) The signature of the carrier may be replaced by a stamp; that of the consignor may be printed or replaced by a stamp.

(5) If, at the request of the consignor, the carrier completes the air consignment note, he shall be deemed, subject to proof to the contrary, to have acted on behalf of the consignor.

Article 7.

The carrier of goods has the right to require the consignor to make out separate consignment notes when there is more than one package.

Article 8.

The air consignment note shall contain the following particulars:—

- (a) the place and date of its execution;
- (b) the place of departure and of destination;
- (c) the agreed stopping places, provided that the carrier shall be entitled to reserve the right to alter the stopping places in case of necessity, but so that such alteration shall not have the effect of depriving the carriage of its international character;
- (d) the name and address of the consignor;
- (e) the name and address of the first carrier;
- (f) the name and address of the consignee, if required;
- (g) the nature of the goods;
- (h) the number of the packages, the method of packing and the particular marks or numbers upon them;
- (i) the weight, the quantity and the volume or dimensions of the goods;
- (j) the apparent condition of the goods and of the packing;
- (k) the freight, if it has been agreed upon, the date and place of payment, and the name of the person who is liable to pay it.

(l) if the goods are sent for payment on delivery, the price of the goods, and, if the case so requires, the amount of the expenses incurred ;

(m) the amount of the declared value in accordance with Article 22 (2) ;

(n) the number of parts of the air consignment note ;

(o) the documents handed to the carrier to accompany the air consignment note ;

(p) the time fixed for the completion of the carriage and a brief note of the route to be followed, if these matters have been agreed upon.

(q) a statement that the carriage is subject to the rules relating to liability established by this Convention.

Article 9.

If the carrier accepts goods without an air consignment note having been completed, or if the consignment note does not contain all the particulars set out in Article 8 (a) to (i) inclusive and (q), the carrier shall not have the right to avail himself of the provisions of this Convention which exclude or limit his liability.

Article 10.

(1) The consignor is responsible for the correctness of the particulars and statements relating to the goods which he inserts in the air consignment note.

(2) The consignor will be liable for all damage suffered by the carrier or any other person by reason of the irregularity, incorrectness or incompleteness of the said particulars and statements.

Article 11.

(1) The air consignment note is *prima facie* evidence of the conclusion of the contract, of the receipt of the goods and of the conditions of carriage.

(2) The statements in the air consignment note relating to weight, dimensions and packing of the goods, as well as those relating to the number of packages, are *prima facie* evidence of the facts stated ; those relating to the quantity, volume and condition of the goods do not constitute evidence against the carrier except so far as these particulars have been checked by him in the presence of the consignor, and the fact of the checking has been noted on the air consignment note, or unless the statements relate to the apparent condition of the goods.

Article 12.

(1) Subject to his liability to carry out all his obligations under the contract of carriage, the consignor has the right to dispose of the goods by withdrawing them at the aerodrome of departure or destination, or by stopping them in the course of the journey at a landing place, or by calling for them to be delivered at the

place of destination or in the course of the journey to a person other than the consignee named in the air consignment note, or by requiring them to be returned to the aerodrome of departure. He must not exercise this right of disposition in such a way as to prejudice the carrier or other consignors and he must repay any expenses occasioned by the exercise of this right.

(2) If it is impossible to carry out the orders of the consignor the carrier must so inform him forthwith.

(3) If the carrier obeys the orders of the consignor for the disposition of the goods without requiring the production of the part of the air consignment note delivered to the latter, he will be liable, without prejudice to his right of recovery from the consignor, for any damage which may be caused by this omission to any person who is lawfully in possession of that part of the air consignment note.

(4) The right conferred on the consignor ceases at the moment when that of the consignee begins in accordance with Article 13. Nevertheless, if the consignee declines to accept the consignment note or the goods, or if he cannot be communicated with, the consignor resumes his right of disposition.

Article 13.

(1) Except in the circumstances set out in the preceding Article, the consignee is entitled, on arrival of the goods at the place of destination, to require the carrier to hand over to him the air consignment note and to deliver the goods to him, on payment of such sums as may be due under the contract and on complying with the conditions of carriage set out in the air consignment note.

(2) Unless it is otherwise agreed, it is the duty of the carrier to give notice to the consignee as soon as the goods arrive.

(3) If the carrier admits the loss of the goods, or if the goods have not arrived at the expiration of seven days after the date on which they ought to have arrived, the consignee is entitled to put into force against the carrier the rights which are given to him by the contract of carriage.

Article 14.

The consignor and the consignee can respectively enforce all the rights given them by Articles 12 and 13, each in his own name, whether he is acting in his own interest or in the interest of a third party, provided that he carries out the obligations imposed by the contract.

Article 15.

(1) Articles 12, 13 and 14 do not affect either the relations of the consignor or the consignee with each other or the mutual

relations of third parties whose rights are derived either from the carrier or from the consignee.

(2) The provisions of Articles 12, 13 and 14 can only be varied by express provision in the air consignment note.

Article 16.

(1) The consignor must furnish such information and attach to the air consignment note such documents as are necessary to meet the formalities of customs, octroi or police before the goods can be delivered to the consignee. The consignor is liable to the carrier for any damage occasioned by the absence, insufficiency or irregularity of such information or of such documents, unless such damage is due to the fault of the carrier his servants or agents.

(2) The carrier is under no obligation to examine the correctness or sufficiency of such information or documents.

CHAPTER III.

LIABILITY OF THE CARRIER.

Article 17.

The carrier is liable for damage arising in case of death, maiming or other bodily injury suffered by a passenger, if the accident which caused the damage took place on board the aircraft or in the course of any of the operations of embarking or disembarking.

Article 18.

(1) The carrier is liable for damage arising in the case of the destruction, loss or impairment of registered luggage or goods, if the event which caused the damage took place during the carriage by air.

(2) The carriage by air within the meaning of the preceding paragraph comprises the period during which the luggage or goods are in charge of the carrier, whether in an aerodrome or on board an aircraft, or, in the case of a landing outside an aerodrome, in any place whatsoever.

(3) The period of the carriage by air does not extend to any carriage by land, by sea or by river performed outside an aerodrome. Provided that if such a carriage takes place in the performance of a contract for carriage by air, for the purpose of loading, delivery or trans-shipment, any damage is presumed, subject to proof to the contrary, to have been the result of an event which took place during the carriage by air.

Article 19.

The carrier is liable for damage occasioned by delay in the carriage by air of passengers, luggage or goods.

Article 20.

(1) The carrier is not liable if he proves that he and his servants or agents have taken all necessary measures to avoid the damage or that it was impossible for him or them to take such measures.

(2) In the carriage of goods and luggage the carrier is not liable if he proves that the damage was occasioned by negligent pilotage or negligence in the handling of the aircraft or in navigation and that, in all other respects, he and his servants or agents have taken all necessary measures to avoid the damage.

Article 21.

If the carrier proves that the damage was caused by or contributed to by the negligence of the injured person the Court may, in accordance with the provisions of its own law, exonerate the carrier wholly or partly from his liability.

Article 22.

(1) In the carriage of passengers the liability of the carrier for each passenger is limited to the sum of 125,000 francs. Where, in accordance with the law of the Court seised of the case, damages may be awarded in the form of periodical payments, the equivalent capital value of the said payments shall not exceed 125,000 francs. Nevertheless, by special contract, the carrier and the passenger may agree to a higher limit of liability.

(2) In the carriage of registered luggage and of goods, the liability of the carrier is limited to a sum of 250 francs per kilogram, unless the consignor has made, at the time when the package was handed over to the carrier, a special declaration of the value at delivery and has paid a supplementary sum if the case so requires. In that case the carrier will be liable to pay a sum not exceeding the declared sum, unless he proves that that sum is greater than the actual value to the consignor at delivery.

(3) As regards objects of which the passenger takes charge himself the liability of the carrier is limited to 5,000 francs per passenger.

(4) The sums mentioned above shall be deemed to refer to the French franc consisting of $65\frac{1}{2}$ milligrams gold on the basis of $\frac{900}{1000}$ fine. These sums may be converted into any national currency in round figures.

Article 23.

Any provision tending to relieve the carrier of liability or to fix a lower limit than that which is laid down in this Convention

shall be null and void, but the nullity of any such provision does not involve the nullity of the whole contract, which shall remain subject to the provisions of this Convention.

Article 24.

(1) In the cases covered by Articles 18 and 19 any action for damages under whatever head can only be brought subject to the conditions and limits set out in this Convention.

(2) In the cases covered by Article 17 the provisions of the preceding paragraph also apply, without prejudice to the questions as to who are the persons who have the right to bring suit and what are their respective rights.

Article 25.

(1) The carrier shall not be entitled to avail himself of the provisions of this Convention which exclude or limit his liability, if the damage is occasioned by his own wilful misconduct or by such default on his part as, in accordance with the law of the Court seised of the case, is considered to be equivalent to wilful misconduct.

(2) The preceding paragraph shall also apply if the damage has been occasioned by the wilful misconduct, as above defined, of any servant or agent of the carrier acting within the scope of his employment.

Article 26.

(1) Receipt by the consignee of luggage and of goods without protest is *prima facie* evidence that the same have been delivered in good condition and in accordance with the document of carriage.

(2) In the case of damage, the consignee must protest to the carrier forthwith after the discovery of the damage, and, at the latest, within three days from the date of receipt in the case of luggage and seven days from the date of receipt in the case of goods. In the case of delay the protest must be made at the latest within fourteen days from the date on which the luggage or goods have been placed at his disposal.

(3) Every protest must be made in writing upon the document of carriage or by separate notice in writing despatched within the times aforesaid.

(4) Failing protest within the times aforesaid, no action shall lie against the carrier, save in the case of fraud on his part.

Article 27.

In the case of the death of the person liable, the action for damages lies in accordance with the terms of this Convention against those legally representing his estate.

Article 28.

(1) The action for damages must be brought, at the option of the plaintiff, in the territory of one of the High Contracting Parties, either before the Court having jurisdiction where the carrier is ordinarily resident, or where he has his principal place of business, or where he has an establishment by which the contract has been made, or before the Court having jurisdiction at the place of destination.

(2) Questions of procedure shall be governed by the law of the Court seized of the case.

Article 29.

(1) The right to damages shall be extinguished if an action is not brought within two years, reckoned from the date of arrival at the destination, or from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped.

(2) The method of calculating the period of limitation shall be determined by the law of the Court seized of the case.

Article 30.

(1) In the case of carriage to be performed by various successive carriers, falling within the definition set out in the third paragraph of Article 1, each carrier who accepts passengers, luggage or goods is subjected to the rules set out in this Convention, and is deemed to be one of the contracting parties to the contract of carriage in so far as the contract deals with that part of the carriage which is performed under his supervision.

(2) In the case of carriage of this nature, the passenger or his representative can take action only against the carrier who performed the carriage during which the accident or the delay occurred, save in the case where, by express agreement, the first carrier has assumed liability for the whole journey.

(3) In the case of luggage or goods, the consignor will have a right of action against the first carrier, and the consignee who is entitled to delivery will have a right of action against the last carrier, and further, each may take action against the carrier who performed the carriage during which the destruction, loss, damage or delay took place. These carriers will be jointly and severally liable to the consignor and the consignee respectively.

CHAPTER IV.

PROVISIONS RELATING TO COMBINED CARRIAGE.

Article 31.

(1) In the case of combined carriage performed partly by air and partly by any other mode of carriage, the provisions of th

Convention apply only to the carriage by air, provided that the carriage by air falls within the terms of Article 1.

(2) Nothing contained in this Convention shall prevent the parties in the case of combined carriage from inserting in the document of air carriage conditions relating to other modes of carriage, provided that the provisions of this Convention are observed as regards the carriage by air.

CHAPTER V.

GENERAL AND FINAL PROVISIONS.

Article 32.

Any clause contained in the contract and all special agreements entered into before the damage occurred by which the parties purport to infringe the rules laid down by this Convention, whether by deciding the law to be applied, or by altering the rules as to jurisdiction, shall be null and void. Nevertheless for the carriage of goods arbitration clauses are allowed, subject to this Convention, provided that the arbitration must take place within one of the jurisdictions referred to in the first paragraph of Article 28.

Article 33.

Nothing contained in this Convention shall prevent the carrier either from refusing to enter into any contract of carriage, or from making regulations which do not conflict with the provisions of this Convention.

Article 34.

This Convention does not apply to international carriage by air performed by way of experimental trial by persons carrying on the business of air navigation with the view to the establishment of a regular line of air navigation, nor does it apply to carriage performed in extraordinary circumstances outside the normal scope of an air carrier's business.

Article 35.

The expression "days" when used in this Convention means current days not working days.

Article 36.

This Convention is drawn up in French in a single copy which shall remain deposited in the archives of the Ministry for Foreign Affairs of Poland and of which duly certified copies shall be sent by the Polish Government to the Government of each of the High Contracting Parties.

Article 37.

(1) This Convention shall be ratified. The instruments of ratification shall be deposited in the archives of the Ministry for

Foreign Affairs of Poland, which will notify the deposit to the Government of each of the High Contracting Parties.

(2) As soon as this Convention shall have been ratified by five of the High Contracting Parties it shall come into force as between them on the ninetieth day after the deposit of the fifth ratification. Thereafter it will come into force between the High Contracting Parties who shall have ratified and the High Contracting Party who deposits his instrument of ratification on the ninetieth day after the deposit.

(3) It shall be the duty of the Government of the Republic of Poland to notify to the Government of each of the High Contracting Parties the date on which this Convention comes into force as well as the date of the deposit of each ratification.

Article 38.

(1) This Convention shall, after it has come into force, remain open for adhesion by any State.

(2) The adhesion shall be effected by a notification addressed to the Government of the Republic of Poland, which will inform thereof the Government of each of the High Contracting Parties.

(3) The adhesion shall take effect as from the ninetieth day after the notification made to the Government of the Republic of Poland.

Article 39.

(1) Any one of the High Contracting Parties may denounce this Convention by a notification addressed to the Government of the Republic of Poland, which will at once inform the Government of each of the High Contracting Parties.

(2) Denunciation shall take effect six months after the notification of denunciation, and shall operate only as regard the Party who shall have proceeded to denunciation.

Article 40.

(1) Any High Contracting Party may, at the time of signature or of deposit of ratification or of adhesion, declare that the acceptance which he gives to this Convention does not apply to all or any of his colonies, protectorates, territories under mandate, or any other territory subject to his sovereignty or his authority, or to any territory under his suzerainty.

(2) Accordingly any High Contracting Party may subsequently adhere separately in the name of all or any of his colonies, protectorates, territories under madate or any other territory subject to his sovereignty or to his authority or to any territory under his suzerainty which has been thus excluded by his original declaration.

(3) Any High Contracting Party may denounce this Convention, in accordance with its provisions, separately or for all or any of his colonies, protectorates, territories under mandate or any other territory subject to his sovereignty or to his authority, or any other territory under his suzerainty.

Article 41.

Any High Contracting Party shall be entitled not earlier than two years after the coming into force of this Convention to call for the assembling of a new international Conference in order to consider any improvements which may be made in this Convention. To this end he will communicate with the Government of the French Republic which will take the necessary measures to make preparations for such Conference.

This Convention done at Warsaw on the 12th October, 1929, shall remain open for signature until the 31st January, 1930.

[Here follows the signatures on behalf of the following countries :—

Germany, Austria, Brazil, Denmark, France, Great Britain and Northern Ireland, Australia, South Africa, Italy, Luxembourg, Poland, Switzerland and Yugoslavia.]

ADDITIONAL PROTOCOL.

(With reference to Article 2.)

The Contracting Parties reserve to themselves the right to declare at the time of ratification that the first paragraph of Article 2 of this Convention shall not apply to international carriage by air performed directly by the State, its colonies, protectorates or mandated territories or by any other territory under its sovereignty, suzerainty or authority.

[This additional Protocol was signed on behalf of the same countries as those above mentioned.]

Provisional.

TRANSLATION
OF A CONVENTION FOR THE UNIFICATION OF CERTAIN RULES
RELATING TO INTERNATIONAL
AERIAL TRANSPORT.

Signed at Warsaw 12th October, 1929.