N° 1529.

ESTONIE, LETTONIE ET UNION DES RÉPUBLIQUES SOVIÉTIQUES SOCIALISTES

Convention relative au trafic ferroviaire direct des voyageurs et des marchandises, avec protocole de clôture. Signés à Riga, le 29 octobre 1925.

ESTONIA, LATVIA
AND UNION OF SOCIALIST
soviet republics

Convention relating to the through Railway Traffic of Passengers and Goods, with Final Protocol. Signed at Riga, October 29, 1925.
№ 1529. — КОНВЕНЦИЯ МЕЖДУ СОЮЗОМ СОВЕТСКИХ СОЦИАЛИСТИЧЕСКИХ РЕСПУБЛИК, ЛАТВИЕЙ И ЭСТОНИЕЙ О ПРЯМОМ ПАССАЖИРСКОМ И ГРУЗОВОМ ЖЕЛЕЗНОДОРОЖНОМ СООБЩЕНИИ.

Textes officiels russe et français communiqués par les ministres des Affaires étrangères de Lettonie et d’Estonie. L’enregistrement de cette convention a eu lieu le 10 septembre 1927.

Russian and French official texts communicated by the Latvian and Estonian Ministers for Foreign Affairs. The registration of this Treaty took place September 10, 1927.

Союз Советских Социалистических Республик, Латвия и Эстония, в целях дальнейшего развития и усовершенствования взаимных соношений по путям сообщения, решили заключить настоящую Конвенцию о прямом пассажирском и грузовом железнодорожном сообщении в отмену таковых же Конвенций, заключенных между сими странами порознь, т. е. между Россией и Эстонией от 17 сентября 1920 г., между Россией и Латвией от 26 февраля 1921 г. и между Латвией и Эстонией от 28 июля 1921 г.

Для чего назначили своими уполномоченными:

ПРАВИТЕЛЬСТВО СОЮЗА СОВЕТСКИХ СОЦИАЛИСТИЧЕСКИХ РЕСПУБЛИК:
своего Полномочного Представителя в Латвии Алексея Сергеевича Чегного,

ПРАВИТЕЛЬСТВО ЛАТВИИ:
Министра Президента и Министра Иностранных дел Гуго Петровича Целмина и Министра Сообщений Ивана Яковлевича Паулукка, и

ПРАВИТЕЛЬСТВО ЭСТОНИИ:
своего чрезвычайного посланника полномочного Министра в Латвии Юлиуса Юрьевича Сельяма.

Означенные уполномоченные, по взаимному предъявлении своих полномочий, признанных составленными в надлежащей форме и в полном порядке, подписали нижеследующий текст конвенции:

I.

Между правительственными железными дорогами С. С. С. Р., Латвии и Эстонии устанавливается прямое пассажирское и грузовое сообщение под наименованием «Пряме С. С. С. Р.-Латвийско-Эстонское железнодорожное сообщение».

1 Le dépôt des ratifications a eu lieu à Riga, le 31 août 1927.
   Entrée en vigueur le 1er décembre 1925, conformément au Protocole de clôture.

1 The deposit of ratifications took place at Riga, August 31, 1927.
   Came into force December 1, 1925, according to its Final Protocol.

With a view to promoting the further development of reciprocal relations by routes of communication, the UNION OF SOVIET SOCIALIST REPUBLICS, LATVIA and ESTONIA have resolved to conclude the present Convention relating to the through railway traffic of passengers and goods, and to abrogate the Conventions concluded separately between the above-mentioned States, namely, between Russia and Estonia on September 17, 1920, between Russia and Latvia on February 26, 1921, and between Latvia and Estonia on July 28, 1921.

For this purpose the above-mentioned countries have appointed as their Plenipotentiaries:

THE GOVERNMENT OF THE UNION OF SOVIET SOCIALIST REPUBLICS:
  M. Alexis Sergievitch Tchernikh, Minister Plenipotentiary in Latvia;

THE LATVIAN GOVERNMENT:
  M. Hugo Celminš, Prime Minister and Minister for Foreign Affairs, and
  M. Janis Pauluks, Minister of Communications, and

THE ESTONIAN GOVERNMENT:
  M. Julius Seliamaa, Envoy Extraordinary and Minister Plenipotentiary in Latvia,

Who, having communicated their full powers, found in good and due form, have signed the text of the following Convention.

Paragraph I.

A through passenger and goods service, entitled "Through railway service between the U. S. S. R., Latvia and Estonia" shall be established between the State railways of the U. S. S. R., Latvia and Estonia.

By this service passengers, luggage and goods shall be conveyed between certain stations specified in the tariffs of the Soviet, Latvian and Estonian railways which take part in the aforesaid through service.

The list of the stations between which the through passengers and goods service is to be instituted shall be drawn up either by conferences between representatives of the Contracting Parties, or in virtue of agreements previously concluded between the said Parties through the intermediary of the Administrations responsible for this service.

Passengers and goods using this service shall as far as possible be conveyed without transhipment between stations which are connected by lines of the same gauge.

Paragraph II.

The mutual rights and obligations of the U. S. S. R., Latvian and Estonian railways, on the one hand, and of the users of the through service by these railways, on the other hand, shall be

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1 Translated by the Secretariat of the League of Nations.
governed by the following Regulations: (a) "Regulations governing the conveyance of passengers and baggage", and (b) "Regulations governing the carriage of goods in through traffic". The said regulations are attached to the present Convention and must be ratified by each of the Contracting Parties.

The transitional clauses attached to the present Convention, and adopted by the Parties with a view to amending or modifying the rules concerning the conveyance of passengers, luggage and goods, shall be subject to ratification in the same manner as the present Convention.

The administrative regulations issued in application of the above-mentioned Regulations and transitional clauses must be approved by the authorities responsible for the operation of the routes of communication.

Paragraph III.

The mutual rights and obligations of the railways of the U. S. S. R., Latvia and Estonia relating to through traffic by these railway lines shall be governed by the "Agreement concerning through traffic", "the Agreement concerning the reciprocal utilisation of brake-vans", "the Agreement concerning the utilisation of the transit sections of neighbouring railway lines", "the Agreement concerning through passenger traffic" and the other agreements concluded with a view to facilitating and developing through and internal communications. The said agreements must be approved by the governmental authorities of the U. S. S. R., Latvia and Estonia, who are responsible for the operation of the railways.

Paragraph IV.

The fares and rates chargeable for the carriage of passengers, baggage and goods, as well as other dues, shall be collected by each Contracting Party in respect of the distance travelled within its territory, and in conformity with the rates charged for local traffic on the date of the conclusion of the transport contract, or in conformity with the rates expressly fixed for this purpose. Nevertheless, the latter may not exceed the scale charged for local traffic between the frontier and the station of destination or consignment.

The term "rates" in this connection includes both the cost of conveyance and the railway supercharges of all kinds.

Paragraph V.

The reciprocal transfer of passengers, baggage and goods shall take place at the frontier exchange stations, which must be situated as close as possible to the frontier, and which must be technically equipped so as to enable the adjoining railways to effect the handing over and transfer of passengers and the handing over of waggons, baggage and goods, it being understood that every facility shall be given for the carrying out of administrative Customs and excise formalities.

Transhipment and transfer may also take place, in virtue of special agreements, at the frontier station of the railway of the country of departure or consignment.

In application of the present Article, the competent Administrations of the frontier railways of the Contracting Parties shall conclude special agreements with each other in regard to railway junctions, on the following points:

- The order and conditions of the running of trains between the frontier exchange stations;
- The utilisation of the railway telegraph and telephone wires for the requirements of the exchange traffic between the frontier stations;
- The reciprocal utilisation of the equipment and plant of the frontier exchange stations;
- The rules for the transfer of passengers, baggage and goods;
- The measures to be taken with a view to the synchronisation of the times of departure and arrival of trains employed in the through passenger service, as well as the measures in connection with other questions relating to traction and affecting traffic at the frontier stations, such as the conduct of enquiries into railway accidents, etc.
These arrangements must be approved by the governmental authorities of the Contracting Parties responsible for the operation of the railways.

Paragraph VI.

When the trains of one of the Contracting Parties run on the lines of one of the other Contracting Parties, the train staff, whether engine-drivers or ticket collectors, must, while in foreign territory, observe all local regulations concerning technical operation and signalling and must obey all lawful orders given therein by the competent railway administration. Each administration shall be held answerable for the consequence of accidents which may occur in its own district up to the frontier. Each administration shall have an absolute right of recovery for damages against the adjoining railway if an accident is caused through the negligence of that railway's staff or in consequence of the defective conditions of its rolling stock. Paritative commissions composed of agents of the neighbouring railways shall proceed to an investigation of the facts.

Each railway administration shall be responsible for the administrative acts and offences of its staff and workmen.

Should it prove impossible to agree on the material liabilities of the respective administrations, the question shall be submitted by the Party concerned to the next conference on through traffic between the representatives of the signatories of the present Convention. If the question cannot be settled by the conference, the latter shall indicate the steps to be taken by the Parties to the dispute with a view to a settlement by arbitration.

Paragraph VII.

In communications by letter or telegram, each party shall employ its national language and attach to the original a translation in the language of the recipient country, or alternatively, it shall employ the latter language.

Paragraph VIII.

No charge shall be made for the use of the railway telegraph and telephone lines for the official requirements of the railways, or for the conveyance of official correspondence.

A special agreement shall be concluded between the railway administrations with a view to regulating the free conveyance of railway staff engaged in the traffic covered by the present Convention.

Paragraph IX.

All Customs, fiscal and passport laws and any other laws concerning railway traffic, as well as the administrative regulations in force, or those which may be enacted hereafter by any of the Parties shall be applicable to the through railway service.

Note 1. The following articles shall be exempted from Customs inspection and import duties:

(1) Rolling stock of all kinds crossing the frontiers of the Contracting Parties in pursuance of the provisions of the present Convention and in conformity with the arrangements concluded in application thereof.

(2) Service material, appliances and detached parts belonging to the rolling stock mentioned above and essential to its running.

(3) Spare parts of all kinds, despatched with a view to the repair of the rolling stock mentioned in (1) of the present note, when such repairs take place outside the frontiers of the State despatching the said parts and when they are sent separately on way-bills.

Note 2. As regards passports, standing permits authorising free passage of the frontier on foot or in vehicles without necessity of entrance or exit visas in each instance and made out for a specified
period, shall be issued in pursuance of agreements between the competent authorities to
the employees of the administrations and railway lines in the neighbourhood of the frontier and to
the Customs and administrative officials whose duties oblige them to cross the frontier whether in
application of the present Convention, of the traffic regulations and of the transitional clauses
relating thereto, or in application of the agreements concluded by the Parties with regard to the
through traffic and exchange of waggons.

Paragraph X.

Conferences of representatives of the Contracting Parties shall be held with a view to settling
questions concerning the through railway service. One of the railway administrations concerned in
this traffic, or the Directorate of the Central Railway Administration, shall be designated to act
as administrative office.

The convening and procedure of the conferences, and the designation and operation of the
administration office should be governed by rules drawn up by the conferences and approved in
each country by the governmental authorities responsible for the operation of the railways.

Paragraph XI.

The present Convention has been drawn up and signed in a single copy in Russian, and transla-
tions in Estonian and Latvian are attached. The original text and the translations shall be preserved
in the archives of the Latvian Government.

An authentic copy of the original text and of the translation shall be delivered to
each Contracting Party.

The present Convention shall be ratified by the Government of each of the Contracting Parties.
The instruments of ratification shall be deposited with the Latvian Government and a procès-
verbal of the proceedings shall be drawn up.

The delivery of the said instruments shall be effected simultaneously by all the Contracting
Parties at Riga within two months from the date of signature of the Convention.

Paragraph XII.

The present Convention is concluded for an indefinite period. It shall come into force on the
first day of the second month following that in which the procès-verbal of the handing over of the
instruments of ratification was drawn up.

Any Party desiring to denounce the Convention shall be obliged to notify the other Contracting
Parties six months in advance through the administrative office.

Riga, October the twenty-ninth, One thousand nine hundred and twenty-five.

(Signed) A. Tchernikh.
Jul. Seljamaa.
H. Celmins.
J. Pauluks.
TRAFFIC REGULATIONS
GOVERNING THE THROUGH CARRIAGE OF PASSENGERS AND BAGGAGE BY RAIL BETWEEN THE U. S. S. R., LATVIA AND ESTONIA.

PART I.
PURPOSE AND SCOPE OF THE REGULATIONS.

Article 1.

Railways and Traffic to which the Regulations shall apply.

§ 1. — The present Regulations shall apply to all conveyance of passengers and baggage effected in virtue of international transport documents over the territory of at least two of the Contracting States.

§ 2. — The present Regulations shall not, however, apply to:

(1) Cases where the despatching and receiving stations are both in the territory of the same State and the traffic only passes over the territory of another State in transit:

(a) When the lines over which the traffic is carried in transit are operated by a railway of the State from which the goods are despatched;

(b) When the railways concerned have concluded special agreements in virtue of which such traffic is not to be regarded as international, even if the lines over which the goods are carried in transit are not operated by a railway of the State from which the goods are despatched.

(2) Goods carried between stations of two adjacent States, when the whole of the journey has taken place over the railways of one of those States, provided however that no objection is raised by the other State concerned in the conveyance of the goods.

§ 3. — Journeys for which international passenger tickets and baggage registration vouchers are issued shall be indicated in the tariffs.

Article 2.

Participation of Undertakings other than Railways.

§ 1. — In addition to railways, regular automobile or navigation services which supplement the railway service and carry international traffic may also be included in the through service upon the responsibility of a Contracting State.

§ 2. — Such undertakings shall be subject to all the obligations imposed, and be entitled to all the rights conferred on railways by the present Regulations, subject to any modifications necessitated by differences in methods of transport. Such modifications shall not, however, in any way affect the rules as to liability laid down in the present Convention.

§ 3. — Every State desiring to have one of the services referred to in § 1 included in through railway service must take the necessary steps to have the modifications referred to in § 2 published in the same manner as the tariffs.

Article 3.

Combined Tickets.

§ 1. — The present Regulations shall also apply to the conveyance of passengers and baggage from a station which is not entered in an international tariff to a junction station of the same
State which is entered in the tariff and thence to a destination entered in the same tariff, such carriage to be effected either on an international ticket or baggage registration voucher in which the charges for the through and junction stages are added together, or on two combined tickets. If two tickets are issued the second must state the station of original departure.

§ 2. — The railways shall decide whether, and subject to what conditions, these combined tickets may be applied for at certain stations. A list of these stations shall be drawn up and communicated to the other railways concerned.

Article 4.

Obligation of railways to effect carriage.

Where an international tariff exists for a given journey or where combined tickets are admissible under Article 3, carriage may not be refused provided that:

(a) The passenger complies with the provisions of the present Regulations;
(b) It is possible for the carriage to be effected by the ordinary means of transport;
(c) Traffic has not been suspended in one of the States concerned in virtue of legal measures or to safeguard public order;
(d) Traffic is not prevented by circumstances beyond the control of the railway, and that it was not the duty of the railway to remove the difficulties arising therefrom.

PART II.

Transport Contract.

CHAPTER I.

Transport of Passengers.

Article 5.

§ 1. — Passengers must be provided with a ticket from the beginning of the journey. Exceptions may be provided for in the tariffs.

§ 2. — Passengers must keep their tickets for the whole duration of the journey. They must show them to the train ticket inspectors when required and give them up on arrival.

Article 6.

Tickets.

§ 1. — Tickets issued in virtue of the present international traffic Regulations must be provided with the mark Q.

§ 2. — The tickets shall contain the following particulars:
(a) The names of the stations of departure and arrival;
(b) The route; if the passenger has the option of different routes or of different means of transport, the fact must be stated;
(c) The category of train and the class;
(d) The fare;
(e) The first day of validity of the ticket;
(f) The period of validity,
§ 3. — The tariffs or the arrangements concluded between the railways shall specify the language in which the tickets are to be drawn up and filled in as well as their form and wording.

§ 4. — For the purposes of the present Regulations, tickets in the form of booklets containing control sheets and tickets consisting of coupons shall be regarded as single tickets.

Where several tickets are put together in books of coupons by an official or private travel agency, each of such tickets shall constitute a separate transport document and shall be subject to the internal regulations of the respective countries or to the provisions of the present Regulations.

§ 5. — Except where otherwise stated in the tariff, tickets shall only be transferable when they are not made out in the passenger’s name and when the journey has not been begun.

The acquisition and reselling of tickets at prices other than those contained in the tariff is governed by the laws and regulations of each country.

Article 7.

Reduced fares for children.

§ 1. — Children under four years of age shall be carried free of charge and without a ticket, provided that they do not occupy separate seats.

§ 2. — Children between the ages of four and ten and children under four occupying separate seats shall be carried at a reduced fare not lower than one half of the fare charged for adults.

This reduction is not compulsory in the case of tickets issued at prices below the normal fares.

Article 8.

Validity of tickets.

§ 1. — The period of validity of tickets shall be laid down in the tariffs.

§ 2. — The minimum period of validity of tickets shall be as follows:

- Single tickets,
  Per unit of 150 kms. .................................................. 1 day
- Return tickets,
  For journeys of 50 kms or less ........................................ 2 days
  From 51 to 100 kms .................................................. 3
  For each additional 100 kms ........................................ 1 day

§ 3. — Special tickets at reduced prices may have other periods of validity.

Article 10.

Allocation of seats and seats booked in advance.

§ 1. — Seats shall be allocated according to the rules in force on each line.

§ 2. — The tariffs or railway time-tables shall specify whether seats can be booked in advance and if so shall state the conditions of booking on the different trains.

Breaking of journey at intermediate stations.

The tariffs shall specify whether passengers are entitled to break their journey at intermediate stations during the period of validity of their tickets and if so under what conditions.

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Article 11.

Change of classes or change of trains.

Subject to the conditions laid down in the tariffs, a passenger who pays the additional fare in advance shall be entitled to occupy a seat in a carriage or in a train of a higher class than that stated on his ticket.

Article 12.

Travellers without tickets.

Without prejudice to his liability to prosecution, a passenger who fails to produce a valid ticket shall pay the fare for the distance he has travelled and a supercharge. Such supercharge shall be computed according to the rules in force on the line on which he was required to show his ticket. If no other rule exists on this point it shall be equivalent to the fare for the distance which he has travelled.

Article 13.

Special conditions of transport concerning certain persons.

§ 1. — The following shall not be authorised to enter trains or may be ejected therefrom in the course of the journey:

(a) Persons in a state of drunkenness, or whose behaviour is unseemly, or who do not observe the laws and regulations; such persons shall not be entitled to a refund of their fares or of sums paid for the conveyance of their baggage;

(b) Persons who by reason of sickness or other cause may clearly be a cause of inconvenience to other passengers, unless a whole compartment has been reserved for them or can be placed at their disposal on payment of the proper charge. Nevertheless, persons who fall ill during the journey shall be conveyed at least as far as the nearest station where they can receive the necessary attention. Their fares and the sums paid by them for conveyance of their baggage shall be refunded to them, less the amount due in respect of the distance travelled.

§ 2. — The carriage of persons suffering from infectious diseases is governed by the international agreements on the subject and, in the absence of such agreements, by the relevant provisions in force in each country.

Article 14.

Articles which may not be brought into carriages.

§ 1. — It is forbidden to introduce into passenger carriages as hand baggage any dangerous articles, in particular, loaded fire-arms, explosives, easily inflammable or corrosive materials, or any articles liable to cause discomfort or inconvenience to passengers.

Nevertheless, passengers carrying fire-arms in performance of a public duty, as also sportsmen and marksmen, shall be permitted to carry ammunition with them so long as it does not exceed the lowest limit of weight laid down by the regulations in force in the territories travelled over. Guards accompanying prisoners and travelling with them in special carriages or compartments shall be allowed to carry with them loaded fire-arms.

§ 2. — The railway employees shall be entitled to satisfy themselves in the passenger’s presence as to the nature of any articles introduced into a compartment when there is good reason to suspect a breach of the provisions of § 1.
§ 3. Offenders shall be held answerable for all damages resulting from breaches of the provisions of § 1, and shall further be liable to the penalties provided for in the laws and regulations.

Article 15.

Introduction of hand-baggage and animals into carriages.

§ 1. Passengers shall be authorised to take with them free of charge in railway carriages articles which can be easily carried (hand baggage) provided that the regulations of the Customs, excise, fiscal, police or other administrative authorities are not thereby infringed and that these articles are not of such a nature as to damage the compartment. A passenger shall only be entitled to place his hand baggage in the spaces above and below his seat; the tariffs may provide further restrictions.

§ 2. Live animals may not be introduced into the carriages. Small dogs and other small domestic animals may however be admitted if the police regulations of the respective States allow it, and if no other passenger objects. The tariffs or time-tables may prohibit or authorise the admission of animals to certain categories of carriages or trains.

§ 3. Passengers shall be responsible for the supervision of any hand-baggage and animals which they take with them.

Article 16.

Delays. Missed connections. Cancellation of trains.

When, owing to the lateness of a train, the connection with another train is missed, or when a train is cancelled on all or part of its route and a passenger desires to continue his journey, the railway shall be obliged to convey him with his baggage, as far as may be possible, and without extra charge, in a train proceeding to the same destination by the same line, or by another route belonging to the same administration, which will enable him to reach his destination with the least possible delay. The station-master shall if necessary certify on the ticket that the connection has been missed, or the train cancelled, prolong the validity of the ticket as far as may be necessary, and make it valid for the new route, for a higher class, or for a train subject to higher fares. The railway shall nevertheless be entitled to refuse the utilisation of certain trains by giving notice in the tariff or time-table.

CHAPTER II.

Transport of Baggage.

Article 17.

Definition of baggage. Articles which may not be conveyed.

§ 1. Baggage shall only include articles intended for the personal use of the passenger during his journey, and contained in trunks, baskets, suit-cases, hand-bags, hat boxes, and other similar receptacles.

§ 2. The following may also be conveyed as baggage on condition they are for the passenger's use:

(a) Portable or wheeled invalid chairs;
(b) Perambulators;
(c) Trunks containing samples of goods;
(d) Portable musical instruments in boxes, cases, or other containers;
(e) Material for public performances, provided that their packing, volume and weight render them easy to load and store rapidly in the vans;
(f) Surveyors' instruments not exceeding four metres in length, and hand tools;

(g) Bicycles and motor bicycles with a single seat, provided that they are without accessories and that the petrol tanks are supplied with waste taps and contain no petrol, as well as toboggans with one or two seats, skis and sails for skaters.

§ 3. — Other articles not intended for the personal use of passengers, such as animals enclosed in cages of adequate security, may be accepted as baggage if allowed by the tariffs.

§ 4. — Articles, the carriage of which is prohibited by the Regulations concerning the carriage of goods by rail, or which are only admitted under the said Regulations subject to certain conditions, may not be carried as baggage.

Article 18.

Responsibility of passengers for their baggage. Extra charges.

§ 1. — Holders of baggage registration vouchers are responsible for the observance of the provisions of Article 17; they shall be liable for all the consequences of a breach of these provisions.

§ 2. — In case of a presumed contravention, the railway authorities shall be entitled to ascertain whether the contents of the baggage are in keeping with the regulations. The holder of the baggage registration voucher must be present at the inspection; if he does not appear, or if he cannot be found, and in the absence of other legal provisions or regulations in force in the State in which the inspection takes place, such inspection must be carried out in the presence of two witnesses not connected with the railway. If a breach of the regulations is discovered, the expenses occasioned by the inspection must be paid by the holder of the registration voucher.

§ 3. — In case of a breach of the provisions of § 4 of Article 17, the holder of the baggage registration voucher must pay a supercharge without prejudice to any additional charge that he may have incurred and to compensation for damage if any and legal penalties.

The supercharge shall be at the rate of 15 francs per gross kilogramme of articles rejected for transport, with a minimum of 30 francs if the said articles include matter the carriage of which is prohibited, or which belong to Classes I and II of Annex I of the Regulations concerning the Carriage of Goods by Rail, and in other cases at the rate of 5 francs per kg. with a minimum of 10 francs.

If the regulations for inland traffic on the railway on which the offence has been discovered provide for a lower total supercharge, only such lower total shall be payable.

Article 19.

Packing and condition of baggage.

§ 1. — Baggage inadequately packed or in defective condition can be refused. Should such baggage nevertheless be accepted, the railway shall be entitled to make mention of its condition on the baggage registration slip.

§ 2. — Packages must be marked in a sufficiently durable manner with the name and address of the passenger and the station of destination. Packages not so marked may be refused.

§ 3. — Old labels bearing addresses or other marks relating to former journeys must be removed by the passenger.
Registration. Baggage Registration Slips.

§ 1. — Registration of baggage shall only take place on production of tickets valid at least as far as the destination of the baggage. The tariffs shall lay down whether and, if so, under what conditions the baggage may be accepted for transport without a ticket being produced.

§ 2. — When baggage is registered a registration slip shall be given to the passenger.

§ 3. — Any further formalities with regard to registration of baggage shall be fixed by the regulations in force at the station of despatch.

§ 4. — Baggage registration slips issued for international traffic must be made out in the form given in Annex I to the present Regulations.

§ 5. — The following information must be given on the baggage registration slips:

(a) The names of the stations of despatch and destination;
(b) The route;
(c) The day on which the baggage was handed in for despatch and the train for which it was handed in;
(d) The number of tickets (except in the case provided for in the second paragraph of No. 1);
(e) The number of packages and their weight;
(f) The sum due for transport charges and other dues, if any;
(g) If necessary, the amount in words of the sum representing interest on delivery, as declared in accordance with Article 35.

§ 6. — The tariffs and agreements between railways shall determine the language in which baggage registration slips are to be printed and filled up.

Article 21.

Delivery.

§ 1. — Baggage shall be delivered on production of the baggage registration slip. The railway shall not be bound to verify whether the holder of the baggage registration slip is really entitled to accept delivery.

§ 2. — The holder of the baggage registration slip shall be entitled to claim delivery of the baggage at the office of the station of destination, allowing sufficient time after the arrival of the train by which the baggage was registered for the baggage to be put at his disposal and for the carrying out of the formalities if any, required by Customs, excise, fiscal and other administrative authorities.

§ 3. — Should no baggage registration slip be produced, the railway shall only be obliged to hand over the baggage if the claimant can prove his right thereto; should the proof seem inadequate the railway may require that a deposit be given.

§ 4. — Baggage shall be handed over at the station to which it was registered. Nevertheless, at the request of the holder of the baggage registration slip, provided that he makes such request in good time, that the circumstances allow, and that the Customs, excise, revenue, police and other administrative regulations do not stand in the way, baggage may be handed back to its owner at the station of despatch or handed over at an intermediary station on production of the baggage registration slip and, further, should the tariff so require, on production of the railway ticket.

§ 5. — Should the baggage not be handed over to the holder of the baggage registration slip under the conditions laid down in § 2 above, he may require that a certificate be given on the baggage registration slip stating the day and hour at which he claimed delivery.

§ 6. — So far as other matters are concerned, delivery shall be subject to the regulations in force on the railway responsible for delivery.
CHAPTER III.

PROVISIONS APPLICABLE TO TRANSPORT BOTH OF PASSENGERS AND OF BAGGAGE.

Article 22.

Trains, Time-tables. Extracts from Tariffs.

§ 1. — The regular trains provided for in the time-tables and extra trains run when required shall be available for transport.

§ 2. — The railways shall be obliged to post up in their stations in good time the time-table of the trains of their own lines. These time-tables must indicate the class of train, the class of carriages and the hours of departure of the trains. In the case of sufficiently important transit stations and terminuses, they must also give times of arrival and the main train connections.

Time-tables no longer in force must be immediately removed.

§ 3. — In each station which is open for international traffic the passenger must have an opportunity of acquainting himself with the tariffs or extracts of tariffs giving the prices of international tickets on sale there and the corresponding charges for baggage.

Article 23.

Basis on which transport rates are calculated. Tariffs.

§ 1. — The cost of transport is to be calculated according to the tariffs legally in force and duly published in each State. These tariffs must contain all information necessary for the purpose of calculating cost of carriage and accessory costs and, if necessary, specify the conditions under which account shall be taken of the rate of exchange.

§ 2. — The tariffs shall give information as to all special conditions applying to transport. Tariffs must be applied in a uniform manner to all persons concerned. The conditions laid down therein shall be valid provided that they are not contrary to the present Regulations. Otherwise, they shall be regarded as null and void.

Through international tariffs and modifications in the same shall come into force at the date indicated when they are published; should such tariffs be raised or conditions of transport made more burdensome in any other manner, publication must take place at least eight days before the date fixed for entry into force.

If international tickets or baggage registration slips are issued without there being a through tariff and if a railway modifies its tariff, enforcement of the said modification can only be required from other railways eight days at earliest after the latter have been advised.

Tariffs which are only drawn up on a temporary basis shall cease to be in force on the expiry of the date fixed for their validity.

Article 24.

Prohibition of private agreements.

Any private agreement by which a reduction in rates is purported to be given to one or more passengers contrary to the tariffs is forbidden and null and void.

Nevertheless, reductions in rates are permissible if they are duly published and equally accessible to all under the same conditions, and this also applies to those granted either for the railway service or for the service of public administrations, or for charitable, educational or other teaching organisations.

No. 1529
Article 25.

Formalities required by the Customs, excise, financial, police and other Administrative Authorities.

Passengers shall be obliged to comply with the regulations issued by the Customs, excise, financial, police and other administrative authorities, both as concerns their persons and also as regards examination of their baggage and hand luggage. The passenger must be present at the said examination save in the case where exceptions are provided for by the regulations. The railway takes no responsibility so far as the passenger is concerned should he not carry out these obligations.

Article 26.

Refunds.

§ 1. — When a ticket has not been used, refund of the price paid may be requested, subject to the deductions mentioned in §§ 3 and 4 below.

§ 2. — When a ticket is only partially used as the result of death or sickness or of an accident occurring to the passenger or of any other imperative reason of a similar character, refund shall be made, subject to the deductions mentioned in §§ 3 and 4, of the difference between the total price paid and the charge for the part of the journey over which the passenger actually travelled, the said difference being calculated on the basis of the normal tariff.

§ 3. — No refund may be made of taxation or additional charges paid for reserved seats, for expenses in making up tickets into books and for commissions paid for the sale of tickets.

§ 4. — A duty of 10% with a minimum of 0 frs. 50, a maximum of 3 frs. per ticket, plus postage if any, shall be deducted from the amount to be refunded.

This deduction shall not be made when a ticket which has not been used is returned on the day of issue to the office which has issued it.

§ 5. — When a passenger has been prevented from continuing his journey in accordance with the time-table, owing to missing a connection on account of the lateness of a train, the cancelling of a train or the interruption of a service, and gives up his journey, he shall have the right to ask for the application of the provisions of § 2, but the railway shall not be entitled to make the deductions provided for in § 4.

§ 6. — In the case of tickets at reduced rates, repayment shall only be made in the cases and subject to the conditions provided for in § 5; tickets for children at reduced rates issued in accordance with the first paragraph of § 2 of Article 7, shall not be regarded as tickets at reduced rates within the meaning of the present paragraph.

§ 7. — No repayment shall be made for tickets which have been lost.

§ 8. — Should baggage be withdrawn before leaving the station of despatch, repayment of the charges for carriage of same may be claimed.

Should baggage be withdrawn at any intermediate station, repayment shall only be made in the cases covered by, and in accordance with, the provisions of §§ 2 and 5 above.

In both cases a duty of 0 frs. 50 per baggage registration slip and, if necessary, any taxation due, shall be deducted from the amount repaid.

§ 9. — Tariffs may contain different provisions provided that they do not impose any further charges on passengers.

§ 10. — Any claim for repayment based on the provisions of §§ 1, 2, 5, 6 and 8 shall not be valid unless it has been submitted to the railway within six months after the expiry of the validity of the ticket.

§ 11. — In the case of irregular application of the tariff or of an error in the fixing of the transport rates and other charges, the difference one way or the other shall be adjusted.
§ 12. — Excess payments noted by the railway must, if possible, be officially notified to the person concerned when they exceed 0 fr. 50 on each ticket or on each baggage registration slip, and settlement must be made as soon as possible.

§ 13. — In all cases not provided for in the present Article, and in the absence of any special agreement between the railways, the regulations for inland traffic shall apply.

Article 27.

Disputes.

Disputes between passengers, or between passengers and railway officials, shall be settled provisionally in stations by the railway official in charge, and, during the run of the train, by the head guard of the train.

PART III.

Responsibility of the Railway: Claims.

CHAPTER I.

Responsibility.

Article 28.

Responsibility for carriage of passengers, hand baggage and animals.

§ 1. — The responsibility of the railway for the death of a passenger or for injuries resulting from an accident to the train, and for damage caused by lateness of the train or its cancellation, or by missing a connection, shall be subject to the laws and regulations of the State in which the event took place. The later Articles of this Part shall not apply to such cases.

§ 2. — In the case of hand baggage and animals which, under Article 15, § 3, have to be looked after by the passenger, the railway shall only be responsible for damage caused by its own fault.

§ 3. — No collective responsibility of the railway shall exist in these cases.

Article 29.

Collective responsibility of the railways for baggage.

§ 1. — The railway which accepted the baggage for transport and issued an international baggage registration slip is liable for through carriage of the baggage throughout the whole journey up to delivery.

§ 2. — Each succeeding railway company, by taking over the baggage, thereby becomes a party to the transport contract, and accepts the obligations resulting therefrom without prejudice to the provisions of Article 42, § 2 concerning the railway on which the station of destination is located.

Article 30.

Extent of responsibility.

§ 1. — The railways shall be liable under the conditions set forth in this Chapter for any damage that has been caused, either through total or partial loss of the baggage and through injury to the
same from the time of acceptance for carriage to the time of delivery, or else through delay in delivery.

§ 2. — The railway shall no longer be liable in case of total or partial loss or injury to the baggage if it can prove that the damage was caused by the fault of the passenger, through the nature of the baggage, or through force majeure.

The railway shall not be responsible for damage resulting from the special nature of the baggage, from defective packing, or from the fact that articles not accepted for transport have nevertheless been despatched as baggage.

When the actual circumstances are such that the damage might have been caused by a risk due either to the special nature of the baggage or to defective packing or to the fact that it contained articles the carriage of which as baggage is forbidden, it shall be presumed that the damage actually resulted from one of those causes unless the person entitled to the baggage can prove that such is not the case.

§ 3. — The railway shall not be responsible for damage resulting from delay in delivery, if it can prove that the delay was occasioned by circumstances outside its control, or that it was not the duty of the railway to remove the difficulties arising therefrom.

Article 31.

Amount of compensation payable in the case of total or partial loss of the baggage.

When under the present regulations the railway is bound to pay compensation in case of total or partial loss of the baggage, such compensation may be claimed as follows:

(a) If the amount of the damage has been proved, a sum equal to that amount may be claimed so long as it does not exceed 20 frs. per kg. of gross weight short;

(b) If the amount of the damage has not been proved, a lump sum calculated at the rate of 10 frs. per kg. of gross weight short.

Carriage charges, Customs duties and other outlays in respect of lost baggage shall also be repaid without any further payment of damages, subject to the exceptions provided for in Articles 35 and 36 below.

Article 32.

Presumption of loss of baggage. Cases in which the baggage is once more found.

§ 1. — Any baggage missing shall be regarded as lost after the expiry of the fourteenth day following the date on which the request for delivery was made.

§ 2. — Should baggage which has been believed to be lost be found during the year following the request for delivery, the railway shall notify the passenger when his domicile is known or can be discovered.

§ 3. — During thirty days after having received such notification the passenger may require that the baggage should be delivered to him free of charge at the station of destination or at the station of departures as he shall elect, on repayment by him of the sum he received as compensation and reserving all rights of compensation for delay provided for in Article 34 and, if necessary, in Article 35, § 3 below.

§ 4. — If the baggage which has been once more found is not claimed during the period of thirty days provided for in § 3 above, or if it is only found more than a year after the request for delivery, the railway shall be entitled to dispose of it in accordance with the laws and regulations of the State to which it belongs.
Article 33.

Amount of compensation payable in case of damage to baggage.

In the case of damage to baggage the railway shall be liable for the amount of depreciation in value of the baggage without being liable for any further damage, subject to the exceptions provided for in Articles 35 and 36.

Nevertheless, the compensation shall not exceed:

(a) If the whole of the consignment is depreciated in value by the damage received, the sum that would have been payable in the case of total loss.

(b) If only part of the baggage has been depreciated in value as a result of damage, the sum that would have been payable in the case of total loss of the part depreciated in value.

Article 34.

Amount of compensation for delay in delivery of baggage.

§ 1. — In the case of delay in delivery, should the passenger not bring forward proof that he has suffered loss as the result of such delay, the railway shall be obliged to pay compensation fixed at a rate of 10 cems. per kg. of gross weight of the baggage delivered late for each complete period of 24 hours dating from the request of delivery with a maximum of fourteen days.

§ 2. — Where proof is adduced of loss resulting from the delay, compensation not exceeding four times the payment provided for in § 1 of this Article shall be paid for such loss.

§ 3. — The compensation provided for in §§ 1 and 2 of the present Article may not be added to that due for total loss of the baggage.

In the case of partial loss it shall be paid, if necessary, for the part of the consignment not lost. In the case of damage it shall, if necessary, be added to the compensation provided for in Article 33.

Article 35.

Declaration of interest in delivery.

§ 1. — Declaration of interest in delivery may be made on the baggage registration slip in respect of any consignment of baggage.

Should there be nothing to the contrary in the tariffs, the amount of the interest declared must be stated in the currency of the country from which the baggage is despatched.

§ 2. — An additional charge shall be made of quarter of a unit per thousand units of currency of the sum declared, the journey being reckoned in sections of 10 km. or fractions of 10 km.

This charge may be reduced by the tariff and a minimum charge may be fixed therein.

§ 3. — If a declaration of interest in delivery has been made, the following claims may be made in the case of delay:

(a) Should proof not be adduced of loss resulting from the delay and within the limits of the interest declared, 0.20 cems. per kg. of gross weight of baggage delivered late, reckoning in periods of 24 hours or fractions of 24 hours from the time of request for delivery, with a maximum of 14 days.

(b) Where proof is adduced of loss from delay, compensation may be claimed up to the full amount of the declared interest.

When the amount of declared interest is less than the compensation provided for in Article 34, such compensation may be claimed in place of the compensation claimed for under (a) and (b).
§ 4. — If proof is adduced that prejudice resulted from total or partial loss of or injury to baggage in respect of which a declaration of interest in delivery has been made, damages may be granted not exceeding the sum declared. Such damage shall be added to the compensation provided for in Articles 31 and 33.

*Article 36.*

*Amount of compensation in the case of wilful default or gross negligence on the part of the railway.*

In any case in which total or partial loss of, injury to, or delay in the transport of baggage is caused by wilful default or gross negligence on the part of the railway, the claimant shall receive full compensation for the loss which he can be proved to have suffered up to double the maximum sums provided for in Articles 31, 33, 34 and 35, according to circumstances.

*Article 37.*

*Interest on compensation.*

The passenger may claim interest at 6% on the compensation granted on a baggage registration slip when such compensation exceeds ten francs.

Such interest shall be due from the date of the administrative claim provided for in Article 40, or, if no such claim has been made, from the date on which a legal action is brought.

*Article 38.*

*Repayment of compensation.*

Any compensation paid in error must be returned.

In case of fraud the railway has further the right to payment of a sum equal to that which it paid in error, without in any way prejudicing the possibility of penal measures being taken.

*Article 39.*

*Responsibility of the railway for its employees.*

The railway is responsible for the employees in its service and for any other persons whom it employs in the carriage of baggage entrusted to it.

Nevertheless, if at the request of the passengers, railway employees render other services for which the railway is not responsible, they shall be regarded as acting on behalf of the passengers to whom they render such service.

**CHAPTER II.**

**Administrative claims. Actions, procedure and limitation in the case of disputes arising out of the transport contract.**

*Article 40.*

§ 1. — Administrative claims based on the transport contract must be made in writing to the railway designated in Article 42.

§ 2. — The persons having the right to proceed against the railway under Article 41 shall have the right to submit such a claim.
§ 3. — Tickets, baggage registration slips and other documents which the person having the right to proceed against the railway thinks fit to attach to his claim, must be produced either in the original or in copies, the latter being duly certified should the railway so request. When claims are settled, the railway may demand the production of tickets or baggage registration slips.

Article 41.

Persons having the right to take legal proceedings against the railway.

An action against the railway arising out of the transport contract can only be brought by the person producing the ticket or baggage registration slip, as the case may be, or who, failing to produce the same, can adduce proof of his rights.

Article 42.

Railways against which actions may be brought. Jurisdiction.

§ 1. — An action for return of a sum paid under a transport contract can only be brought against the railway which has received that sum.

§ 2. — Other actions arising out of the transport contract can only be brought against the despatching railway, the railway of destination or the railway on which the event giving rise to the action took place.

Should the railway of destination not have received the baggage, an action can nevertheless be brought against it.

The plaintiff can choose between the said railways; once, however, the action is brought his right of choice ceases.

§ 3. — An action can only be brought before the competent court of the State to which the railway against which the action is brought belongs, unless otherwise decided in agreements between States or in acts granting concessions.

When an undertaking operates autonomous railway systems in different States, each of these railway systems shall be regarded as a separate railway from the point of view of the application of this paragraph.

§ 4. — An action may be brought against a railway other than those designated in §§ 1 and 2 when brought as a counter-claim or as a plea to jurisdiction in respect of a main action based on the same transport contract.

§ 5. — The provisions of this Article shall not apply to recourse of railways against each other as provided for in Chapter III of this Part.

Article 43.

Verification of partial loss of, or damage to, baggage.

§ 1. — When partial loss of, or damage to, baggage is discovered or presumed by the railway or asserted by the passenger, the railway must immediately, and if possible in presence of the said passenger, have a written report drawn up certifying the condition and weight of the baggage, and as far as possible the amount of the damage, the cause of the same, and the time at which it occurred.

A copy of this written certificate must be given to the passenger should he so request.

§ 2. — When the passenger does not accept the statements made in the written certificate, he may require legal verification of the condition and weight of the baggage and of the causes and amount of damage, in accordance with the laws and regulations of the State in which delivery took place.
§ 3. — Should pieces of baggage have been lost, the passenger must give as accurate a description as possible of the pieces of baggage lost, with a view to assisting investigations made by the railway.

Article 44.

Discontinuance of proceedings against the railway arising out of the transport contract relating to baggage.

§ 1. — Acceptance of the baggage puts an end to any proceedings against the railway arising out of the transport contract.

§ 2. — Nevertheless, the action shall not be discontinued:

(1) If the passenger adduces proof that the damage was caused by wilful default or gross negligence on the part of the railway;

(2) In the case of a claim arising out of delay, when the claim is made against one of the railways designated in Article 42, § 2, within not more than fourteen days not including the day of acceptance;

(3) In the case of a claim for partial loss or damage to the baggage:

(a) If the loss or damage was verified before acceptance of the goods by the claimant in accordance with Article 43;

(b) If the verification which should have taken place under Article 43 was only omitted through the fault of the railway;

(4) In the case of a claim for non-apparent damage, the existence of which was verified after acceptance, on condition:

(a) That the railway did not offer the passenger an opportunity to inspect goods at the station of destination;

(b) That the request for inspection in accordance with Article 43 was made immediately after the damage was discovered, and not more than three days after the acceptance of the goods;

(c) That the passenger proves that the damage took place in the interval between acceptance of goods for transport and delivery;

(5) When the object of the action is the return of sums paid.

§ 3. — The passenger may refuse acceptance of the baggage only so long as the examination requested by him with a view to verifying alleged damage has not been carried out.

Any reservation that he may make when removing his baggage shall have no effect unless accepted by the railway.

§ 4. — Should part of the packages mentioned in the baggage registration slip be missing on delivery, the passenger may, before withdrawing the remainder, require the railway to deliver him a certificate to that effect.

§ 5. — Responsibility for total loss shall cease if within six months after the arrival of the train in which they should have been carried the baggage has not been claimed at the station to which it is consigned, regardless of the notice which must at all times be given to the passenger should the baggage be found and bears marks such that his address can be ascertained.

Article 45.

Limitation of actions arising out of the transport contract.

§ 1. — An action arising out of a transport contract cannot be brought after one year, provided that the sum due has not already been fixed by an acknowledgment, a compromise or a judgment.

No. 1529
Nevertheless, the prescriptive period shall be three years in the case of an action based on a claim for damages arising out of wilful default or gross negligence, or in the case of fraud referred to in Article 38.

§ 2. — The prescriptive period shall run:

(a) In the case of claims for compensation for partial loss, injury or delay in delivery — from the date of delivery;

(b) In the case of claims for compensation for total loss — from the date on which delivery should have taken place;

(c) In the case of requests for payment or repayment of charges, accessory expenditure or extra charges, or in the case of requests for readjustment of charges should the tariff have been irregularly applied or an error have been made in calculation — from the date of the payment of the charges, accessory expenditure or extra charges or, if no payment has been made, from the date on which the payments should have been made;

(d) In the case of claims by the Customs for additional duty — from the date on which the Customs make their claim;

(e) In the case of other claims connected with transport of passengers — from the date of expiration of the validity of the ticket.

The day given as the date of departure shall in no circumstances be included.

§ 3. — In the case of an administrative claim made in writing to the railway in accordance with Article 40, the prescriptive period shall cease to run. The prescriptive period shall once more begin from the day on which the railway has rejected the claim in writing and returned the documents attached thereto. Proof of the receipt of the claim or of the reply, and that of the return of the documents must be made by the party bringing forward that fact in support of their case.

Further claims do not suspend the prescriptive period.

§ 4. — Subject to the above provisions, suspension and interruption of the prescriptive period shall be regulated by the laws and regulations of the State in which the action is brought.

Article 46.

Prohibition of the renewal of actions extinct or discontinued through limitation.

An action which is extinct or has been discontinued through limitation in accordance with Articles 26, §§ 10, 44 and 45 cannot be renewed either as a counter or an incidental plea.

CHAPTER III.

Settlement of accounts. Recourse of railways against each other.

Article 47.

Settlement of accounts between railways.

Every railway shall pay to the other railways concerned the share due to them of carriage charges which it has, or should have, received.

Article 48.

Recourse in the case of compensation for total or partial loss or damage.

§ 1. — A railway which has paid compensation for total or partial loss or for damage to baggage under the provisions of the present Regulations shall have a right of recourse against
the railways which have taken part in the transport of the baggage in accordance with the following provisions:

(a) The railway which has caused the damage shall alone be responsible;

(b) When the damage was caused by more than one railway, each of them shall be responsible for the damage that it caused. Should it in practice be impossible to make any distinction, the compensation due shall be divided between them according to the principle laid down under (c);

(c) If it cannot be proved that the damage has been caused by the act of one or more railways, the compensation due shall be divided among all the railways having taken part in the transport of the baggage, with the exception of those which can prove that the damage was not caused on their lines. Such division shall be made in proportion to the number of kilometres of line over which the tariffs of each railway are in force.

§ 2. — Should one of the railways be insolvent, the unpaid part due from it shall be divided among all the other railways which have participated in the transport in proportion to the number of kilometres of line over which their tariffs are in force.

Article 49.

Recourse in the case of compensation for delay in delivery.

The regulations laid down in Article 48 shall be applied in the case of compensation for delay. Should delay be caused by proven irregularities on more than one railway, the sum payable for compensation shall be divided among these railways in proportion to the length of the delay occurring on their respective lines.

Article 50.

Procedure in the case of recourse.

§ 1. — No railway against which recourse is had under Articles 48 and 49 above shall be entitled to contest the regularity of the payment made by the administration exercising its right of recourse, once the amount due for compensation has been fixed by the courts after a summons in due form has been served on the railway and it has had an opportunity of defending the case. The judge who has dealt with the main action shall decide according to the circumstances what time-limit shall be fixed for service of summons and filing of statement of case.

§ 2. — Unless an amicable settlement is arrived at, all the railways concerned are to be proceeded against in one and the same suit; if this is not done the right of recourse is lost as against those not sued.

§ 3. — The judge must give a decision on all the questions at the same time.

§ 4. — The defendant railways shall have no further right of recourse.

§ 5. — The procedure to be followed in a suit under the right of recourse may not be combined with that proper to the main action for compensation.

Article 51.

Jurisdiction in respect of recourse.

§ 1. — All actions on the right of recourse are exclusively justiciable by a judge of the district within which the railway against which proceedings are taken has its chief office.

§ 2. — Where the suit is brought against several railways, the plaintiff line is at liberty to elect which judge among those competent under the preceding paragraph shall try the case.
Article 52.

Special agreements in respect of recourse.

The foregoing provisions do not interfere with the power of railways to enter into special agreements, either beforehand for any recourse they might have against each other, or in respect of any particular case.

CHAPTER IV.

Miscellaneous Provisions.

Article 53.

Application of national law.

In the absence of any provisions to the contrary in the present Regulations, the national laws and regulations concerning transport in each State shall be applied.

Article 54.

General rules for procedure.

In the absence of any provisions to the contrary in the present Regulations, the procedure to be followed in respect of disputes arising out of transport to which the present Regulations apply shall be that prescribed by the competent judge.

Article 55.

Execution of judgments; seizure and security.

§ 1. — The judgments which have been entered, either after both Parties have been heard or by default, by the judge competent in virtue of the provisions of the present Regulations, shall, when they have become executory in virtue of the laws applied by the competent judge, be declared executory in each of the other Contracting States, as soon as the formalities required in that State have been complied with. No fundamental revision of the question shall be allowed. This shall not apply to awards which are only provisionally executory, nor to awards granting damages in addition to costs against a plaintiff on account of the loss of his suit.

§ 2. — Claims of one railway against another as the result of transport on an international registration slip when the railway claiming does not belong to the same State as the railway against which the claim is made, shall not justify seizure of property unless the judicial authorities of the State to which the railway whose property is being seized belongs have given judgment to that effect.

§ 3. — The rolling stock of a railway, and the movable objects of any kind belonging to it and contained in the said rolling stock, cannot be seized on territory other than that of the State to which the railway owning the rolling stock belongs, unless judgment to that affect has been given by the judicial authorities of that State.

§ 4. — Security for payment of expenses cannot be required in respect of legal actions based on an international transport contract.
Article 56.

Monetary Unit. Rate of conversion or acceptance of foreign currency.

§ 1. — The sums indicated in francs in the present Regulations or Annexes thereto shall be regarded as referring to the gold franc, reckoned at \( \frac{4}{5} \) dollars of the United States of America.

§ 2. — The railway shall, either by posting up outside its booking offices, or in any other suitable manner, publish the rates of exchange at which it converts sums expressed in foreign currency which are payable in the money of the country (rate of exchange).

§ 3. — A railway accepting foreign currency in payment shall likewise be obliged to publish the rate at which it accepts it (rate of acceptance).

Done at Riga, October the twenty-ninth, one thousand nine hundred and twenty-five.

(Signed) A. TCHERNIKH.
    Jul. SELJAMAA.
    H. CELMIŅŠ.
    J. PAULUKS.
ANNEX I (Article 20).

FORM FOR BAGGAGE REGISTRATION SLIP.

The form shall consist of three sheets arranged in such a manner that carbon copies can be taken, the text to read as follows:

1st sheet.

---

INTERNATIONAL TRANSPORT OF BAGGAGE.

(Name of the railway administration.)

COUNTERFOIL OF THE BAGGAGE REGISTRATION SLIP.

from ........................................ to ........................................

via ........................................

<table>
<thead>
<tr>
<th>Date</th>
<th>Number of transport documents</th>
<th>Number of pieces of baggage</th>
<th>Actual weight in kg.</th>
<th>Charges for transport of baggage</th>
</tr>
</thead>
<tbody>
<tr>
<td>...........</td>
<td>.......</td>
<td>.......</td>
<td>...........</td>
<td>Calculation of rates per unit of 10 kg.</td>
</tr>
<tr>
<td>19.........</td>
<td>.................................</td>
<td>.............................</td>
<td>...........................</td>
<td>no free allowance of baggage for .......... kg. ........</td>
</tr>
</tbody>
</table>

* The railways may fill this up as required.

---

2nd sheet.

INTERNATIONAL TRANSPORT OF BAGGAGE.

(Name of the railway administration.)

SHEET TO ACCOMPANY THE BAGGAGE.

from ........................................ to ........................................

via ........................................

<table>
<thead>
<tr>
<th>Date</th>
<th>Number of transport documents</th>
<th>Number of pieces of baggage</th>
<th>Actual weight in kg.</th>
<th>Charges for transport of baggage</th>
</tr>
</thead>
<tbody>
<tr>
<td>...........</td>
<td>.......</td>
<td>.......</td>
<td>...........</td>
<td>Calculation of rates per unit of 10 kg.</td>
</tr>
<tr>
<td>19.........</td>
<td>.................................</td>
<td>.............................</td>
<td>...........................</td>
<td>no free allowance of baggage for .......... kg. ........</td>
</tr>
</tbody>
</table>

* The railways may fill this up as required.

No. 1529
3rd sheet, recto.

**INTERNATIONAL TRANSPORT OF BAGGAGE.**

(Name of the railway administration.)

REGISTRATION SLIP.

<table>
<thead>
<tr>
<th>Date</th>
<th>Number of documents</th>
<th>Number of pieces of baggage</th>
<th>Actual weight in kg.</th>
<th>Charges for transport of baggage</th>
</tr>
</thead>
<tbody>
<tr>
<td>19...</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Train No.</th>
<th>Interest on delivery</th>
<th>Additional charges</th>
<th>Total charges</th>
</tr>
</thead>
</table>

* Calculation of rates per unit of 10 kg.

| no free allowance of baggage for ........... kg. ... ... |
| with free allowance of baggage for ........... kg. ... ... |

3rd sheet, verso.

Transport shall take place under the conditions laid down in the Regulations concerning transport of passengers and baggage and in the tariffs applicable to the present consignment.

The passenger is obliged to be present at the formalities required by the Customs, excise, financial, police and other administrative authorities, save in the case of such exceptions as are authorised by the competent administrations.

The baggage designated on the front of this sheet shall be delivered on production of this registration slip.
REGULATIONS

CONCERNING TRANSPORT OF GOODS IN THROUGH TRAFFIC ON THE RAILWAYS OF THE U. S. S. R., LATVIA AND ESTONIA.

PART I.

PURPOSE AND SCOPE OF THE REGULATIONS.

Article I.

Railways and traffic to which the present Regulations shall apply.

§ 1. — The present Regulations shall apply to all goods traffic carried on a through way-bill for a journey over the territory of at least two of the Contracting States.

§ 2. — The present Regulations shall not, however, apply to:

1) Traffic in cases where the despatching and receiving stations are both on the territory of the same State and the traffic only passes over the territory of another State in transit:

(a) When the lines over which the traffic is carried in transit are operated by a railway of the State from which the goods are despatched;

(b) Even when the lines over which the goods are carried in transit are not operated by a railway of the State from which the goods are despatched, should the railways concerned have concluded special agreements under which such traffic shall not be regarded as international.

2) Goods carried between stations of two adjacent States, should the whole of the journey have taken place over the railways of one of those States, on condition, however, that the consignor, when preparing the way-bill to be used, claims the régime laid down in the international regulations applicable to those railways, and that there is no opposition from the other State.

Article 2.

Participation of undertakings other than railways.

§ 1. — In addition to railways, regular navigation or automobile services which complete a journey by rail and carry international traffic under the responsibility of a Contracting State may be regarded as included in through traffic.

§ 2. — Such undertakings shall be subject to all the obligations imposed, and be entitled to all the rights conferred on railways by the present Regulations, with the exception of the provisions referring to the means of transport used. Such provisions in their modified form shall not, however, in any way affect the rules as to responsibility laid down in the present Regulations.

§ 3. — Any State desiring to have one of the services referred to in § 1 entered on the list must take the necessary steps to obtain publication of the modifications referred to in § 2 in the same manner as the tariffs.
Articles not to be accepted for transport.

§ 1. — The following shall not be accepted for transport under the conditions laid in the present Regulations, subject to the exceptions provided for in § 2 of Article 4:

(1) Articles the carriage of which is a postal monopoly in any of the territories over which the traffic is to pass;

(2) Articles which, as a result of their dimensions, weight or packing, are not suitable for carriage in the manner requested in view of the equipment or rolling stock of any of the railways over which the traffic is to pass;

(3) Articles the carriage of which is forbidden by law or by measures taken with a view to maintaining public order in any of the States over whose territory the traffic is to pass;

(4) With the exception of articles the carriage of which is allowed under certain conditions:

(A) Explosives, such as:
   (a) Explosives for use in mines or for shooting;
   (b) Ammunition;
   (c) Inflammable substances and fireworks;
   (d) Gases when compressed, liquefied or dissolved under pressure;
   (e) Substances which on contact with water emit inflammable or explosive gas.

Substances not employed either for shooting or for causing explosions shall not be regarded as explosives within the meaning of the present Regulations when they do not explode on contact with flame and are not more sensitive to blows or friction than dinitrobenzol.

(B) Substances liable to spontaneous combustion.

(C) Noxious or evil-smelling substances.

Article 4.

Articles accepted for transport under certain conditions.

§ 1. — The under-mentioned articles shall be accepted for transport with the international way-bill under the conditions laid down below:

(1) The articles mentioned in Annex I of the present Regulations are admitted under the conditions laid down therein;

(2) Corpses are admitted under the following conditions:
   (a) That they be carried as fast freight (grande vitesse) with a convoyer, unless all the railways over which the transport is affected allow the carriage of corpses as ordinary freight (petite vitesse) or do not insist on a convoyer.
   (b) That it be compulsory for carriage charges to be paid on despatch.
   (c) That the carriage of corpses be subject to the laws and police regulations of each State in so far as such traffic is not regulated by special agreements between the States effecting carriage.

(3) Rolling stock running on its own wheels shall be accepted for despatch on condition that the railway administration verifies that the said rolling stock is in running order and certifies the same in writing on the vehicle or by means of a special certificate; locomotives, tenders and motor vehicles running on rails must also be accompanied by a competent agent provided by the consignor, particularly for the purpose of lubrication.
(4) Live animals shall be admitted under the following conditions:
   
   (a) Live animals must be accompanied by a conveyer provided by the consignor, save in the case of small animals handed in for transport in properly closed cages, cases, baskets, etc. Nevertheless, the presence of a conveyer shall not be required in cases for which exceptions are provided by through international tariff regulations or by agreements between railways.
   
   (b) The consignor must comply with the veterinary police regulations of the States from and to which the traffic is despatched and through which it passes in transit, and for that purpose must provide all necessary accompanying documents;
   
   (5) Articles the loading or carriage of which would, in the opinion of the despatching railway, give rise to special difficulties in view of the equipment or rolling stock of one or more of the railways over which the traffic is to pass shall only be admitted under special conditions to be decided upon in each case.

§ 2. — Two or more Contracting States may make special agreements to the affect either that certain articles excluded by the present Regulations shall be admitted for international transport between those States under certain conditions or that the articles mentioned in Annex I shall be admitted under less strict conditions.

The railways may also by means of suitable clauses inserted in their tariffs either admit certain articles not accepted for transport, or insist on less strict requirements in respect of articles only accepted under certain conditions.

Article 5.

Obligation of the railway to carry goods.

§ 1. — Every railway obliged to apply the present Regulations is bound, subject to the conditions laid down therein, to undertake the transport of goods accepted under the Regulations provided that:

   (a) The consignor complies with the rules laid down in the Regulations;
   
   (b) The consignment can be carried by the ordinary means of transport;
   
   (c) Transport be not prevented by circumstances which the railway could not prevent and which are outside its control.

§ 2. — A railway shall not be bound to accept articles the loading, transhipment and unloading of which require the use of special installations, unless the stations in which these operations are to take place have the necessary means at their disposal.

§ 3. — Railways are only bound to accept goods for transport when the transport can be undertaken forthwith; the special regulations in force in the station of despatch shall decide whether or not such station is bound provisionally to warehouse goods which do not satisfy this condition.

§ 4. — Goods must be despatched in the order in which they are accepted for transport, save in the case provided for in the following paragraph.

§ 5. — Should the public interest or the needs of railway working so require, the competent authorities may decide that:

   (a) The service shall be wholly or partly suspended;
   
   (b) Certain consignments shall be excluded from transport or only accepted under certain conditions;
   
   (c) Certain consignments shall be given priority.

These measures must be brought to the notice of the public.

Any railway may refuse consignments the transport of which is prevented by restrictions of this nature.

§ 6. — An action for damages may be brought in respect of any breach of the provisions of this Article.

No. 1529
PART II.

THE TRANSPORT CONTRACT.

CHAPTER I.

FORM AND CONDITIONS OF THE TRANSPORT CONTRACT.

Article 6.

Contents and form of the way-bill.

§ 1. — In the case of every international consignment coming under the present Regulations the consignor must submit a way-bill in the form laid down in Annex II. The way-bill must be printed on strong white writing paper and, in the case of consignments sent by fast freight, (grande vitesse) the way-bill must have a red stripe at least one centimetre wide at top and bottom on both sides.

§ 2. — International tariffs or agreements between railways shall settle in what language the forms for way-bills are to be printed. Should there be no clause settling this in the tariffs or agreements, the form shall be printed in one of the official languages of the State from which the goods are despatched; they must also have a translation into French, German or Italian and they may include a translation into any other language that may be thought desirable.

The part of the way-bill to be filled in by the consignor must always be made out in one of the official languages of the country from which the goods are despatched. The necessary translations shall be settled by the provisions of international tariffs or special agreements between railways. Should no such provisions exist, the consignor must add a translation into French, German or Italian.

§ 3. — The portions of the form contained within the thick lines must be filled up by the railway, and the others by the consignor. The consignor must cancel the columns he does not fill up by drawing a line across them.

§ 4. — The question as to whether the goods are to be carried by ordinary or fast freight (petite or grande vitesse) shall be decided by the choice made by the consignor between the white form and the form with a red stripe. A request that goods be carried as fast freight (grande vitesse) during part of the journey and as ordinary freight (petite vitesse) during the rest of the journey shall not be granted unless there is a special agreement to that effect between the railways concerned.

§ 5. — Way-bills with alterations or erasures are not allowed. Particulars given on the way-bill may only be crossed out if the consignor signs the alterations, and if, in the case of the number or weight of the packages, the corrected figures are written out in words.

§ 6. — The particulars given on the way-bill must be written or printed in indelible characters.

The following particulars must be given:

(a) The place and date of issue of the way-bill;
(b) The name of the railway despatching the goods;
(c) The name of the station of destination and of the railway to which it belongs and all particulars necessary to avoid any confusion between various stations serving either the same place or places having the same name or similar names;

(d) The name and address of the consignee. A single person, firm or business company must be given as consignee. The station or the station-master of the station of destination can only be given as consignee if the tariff applicable expressly allows of such a practice. Addresses not giving the name of the consignee such as “to the order of” or “to the holder of the duplicate of the way-bill” are forbidden;
(e) A description of the goods consigned and their weight or, instead of the weight, any similar particulars required by the special rules of the forwarding railway, and, where the goods are in separate parcels, the number of these, the kind of packing and the number and mark on each package; and furthermore, in the case of goods loaded by the consignor, the type, number and ownership marks of the wagon. A description of the goods must be given. In the case of goods mentioned in Annex I, they must appear under the name given them in that Annex; those mentioned in the classification of goods or in the tariff must be shown under the name given them in those documents, and the others under their ordinary trade name.

Should the space on the way-bill reserved for particulars of the goods be insufficient, such particulars should be given on sheets carefully attached to the way-bill and signed by the consignor.

(f) An exact description of any accompanying documents required by the Customs, excise, financial, police or other administrative authorities, which are attached to the way-bill or which are stated to have been deposited in any given station.

(g) The name or the style of the firm of the consignor, with his signature and his full address, and also, if he thinks it necessary, his telegraphic address and telephone number. Should the laws and regulations in force in the station of despatch allow, the signature may be printed, or replaced by the consignor's stamp. Only one person, firm or company may be given on the way-bill as consignor.

The way-bill may also contain the following particulars:

(h) Whether "to be left at the station till called for" or "to be delivered at address given", provided the latter method of delivery is applicable in the station of destination (Article 16 § 2). Explosive substances, or substances liable to take fire spontaneously (see Annex I) may not be consigned as goods "to be left till called for";

(i) A request for the application of certain tariffs, particularly special or exceptional tariffs, as provided for in Article 11, § 10 and Article 34.

(k) The amount representing the value of the sender's interest in delivery, declared in accordance with Article 35.

(l) The amount of the charges for which the consignor is responsible in accordance with the provisions of Article 17.

(m) The charges to be paid on delivery, and cash advances made by the railway, as laid down in Article 19.

(n) The route which the consignor desires to be followed and the stations at which Customs or excise clearances are to take place, as well as any examination required by the financial, police or other administrative authorities.

(o) The designation of an agent as laid down in Article 15.

7. — No other particulars may be given on the way-bill unless they are required by the laws and regulations of a State and are not contrary to the present Regulations.

The way-bill may not be replaced by other papers, and documents other than those authorised by the present Regulations may not be attached to it. Nevertheless, when the laws and regulations in force at the station of despatch require, the consignor shall, besides making out the way-bill, also make out a document for retention by the railway as a proof of the transport contract.

§ 8. — Goods for the loading and unloading of which the consignor or consignee are responsible must be accompanied by separate way bills not including any article for the loading or unloading of which the railway is responsible.

Separate way-bills must also be made out for the goods mentioned in Article 4.

§ 10. — A single way-bill can only cover a single wagon load save in the case of single and non-divisible articles which require more than one wagon. Nevertheless, this rule shall not apply
when the special regulations for the traffic in question or the tariffs which have to be applied authorise the despatch of several wagons over all the lines in question with a single way-bill.

§ 11. — The consignor may give at the bottom of the back of the way-bill, but merely as information for the consignee, and without the railway incurring any obligation or responsibility thereby, the following particulars:

"Sent by N...", "By order of N...", "At the disposal of ......", "To be re-consigned to ......", "Insured with ......", "For the ship ......", "Coming from the ship ......", "For export to ......".

These particulars, when given, must in all cases refer to the whole consignment.

Article 7.


§ 1. — The consignor shall be responsible for the accuracy of the particulars and declarations entered by him in the way-bill; he shall be liable for any consequences arising from the fact that these declarations or particulars are irregular, incorrect or incomplete, or are noted in a place other than that reserved for them.

§ 2. — The railway is entitled at any time to compare the contents of the consignment with the particulars contained in the way-bill. The consignor or consignee must be asked to be present at the examination whenever it takes place in the station of despatch or in the station of destination. Should the person concerned not attend, or should the examination take place during the journey, the examination shall, failing any other legal provisions or regulations in force in the country in which it takes place, be carried out in the presence of two witnesses not connected with the railway. Should the consignment not correspond with the particulars given in the way-bill, the cost of examination shall be charged against the goods, unless it has been paid on the spot.

§ 3. — The laws and regulations in force in each State shall fix the conditions under which the railway is entitled or obliged to verify or check the weight of the goods or the number of packages and the actual tare of the wagons.

§ 4. — In cases in which complete loads are weighed on a weigh-bridge, the weight shall be decided by deducting from the total weight of the wagon the tare marked thereon, unless special weighing of the wagon when empty gives a different tare.

§ 5. — Should irregular, incorrect or incomplete particulars or declarations result in articles excluded from transport under Article 3, No. 4, being accepted for transport, or cause the consignment to have the advantage of a lower transport rate, or prevent the normal application of tariffs, or should the measures of security laid down in Annex I not be observed, or a wagon loaded by the consignor be overloaded, an extra charge must be paid. This payment shall be without prejudice to any additional payment representing the difference between the transport rates, and, if necessary, any compensation for possible damage, and penalties imposed by the courts.

Extra charges shall be fixed as follows:

(a) In the case of an irregular, incorrect or incomplete declaration in respect of goods excluded from transport under Article 3, No. 4, or of the goods enumerated in Annex I, or should the measures of security laid down in that Annex not be observed, the extra charge shall be:
In the case of goods excluded from transport under Article 3, No. 4 15 francs.

In the case of goods enumerated in Annex I...

<table>
<thead>
<tr>
<th>Class</th>
<th>I, group 1a</th>
<th>15</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>I, groups 1b, 1c and 1d</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td>I, group 1c, and Classes II and III</td>
<td>5</td>
</tr>
<tr>
<td>Classes IV, V and VI</td>
<td>1</td>
<td></td>
</tr>
</tbody>
</table>

per kg. gross weight of the whole package.

(b) If a consignment including goods other than those covered by (a) of the present paragraph is irregularly, incorrectly or incompletely described, the extra charge shall be double the difference between the cost of carriage from the station of despatch to the station of destination regularly applicable to the consignment irregularly, incorrectly or incompletely described and that which should have been imposed if the description had been regular, correct and complete.

This extra charge shall not be less than one franc, even if there is no difference in price. Should the regulations in force for internal traffic on the railway on which the offence is discovered provide for lower extra charges, the latter shall be levied.

(c) If a weight less than the real weight is shown, the extra charge shall be double the difference between the cost of carriage for the weight actually declared and that for the weight found to be correct, from the station of despatch to the station of destination.

(d) Should a wagon loaded by the consignor be overloaded, the extra charge shall be six times the costs of carriage, between the station of despatch and the station of destination, of the excess weight over the limit to which the wagon may be loaded. A wagon shall be regarded as overloaded when its load exceeds the maximum load as hereinafter defined:

When a wagon only bears a single inscription stating the load it can take, this shall be regarded as indicating the normal load; the limit to which the wagon may be loaded shall then be regarded as this normal load, plus 5%.

When a wagon bears two inscriptions, that indicating the lower tonnage shall be regarded as the normal load and that indicating the higher tonnage shall be regarded as giving the limit to which the wagon may be loaded.

(e) If, in the case of the same wagon, the weight given is less than the real weight, and the wagon has been overloaded, the extra charges for these two offences shall both be levied at the same time.

§ 6. — The extra charges to be levied under § 5 above shall be chargeable against the goods carried, whatever be the place at which the facts justifying those extra charges were discovered. Should the value of the goods not cover the amount of the extra charges, or should the consignee refuse the goods, the consignor shall pay the difference.

§ 7. — Extra charges shall not be levied:

(a) In the case of inaccurate indication of weight, should weighing by the railway be compulsory under the regulations in force in the station of despatch;

(b) In the case of incorrect indication of weight or overloading, should the consignor have asked on the way-bill that the railway should weigh the consignment.

(c) In the case of overload occasioned during the journey by atmospheric influences, should the consignor prove that, when loading the wagon, he complied with the regulations in force in the station of despatch.

(d) In the case of an increase of weight occurring during the journey, without there having been overloading, should the consignor prove that this increase was due to atmospheric circumstances.

§ 8. — Should it be found at the station of despatch or at an intermediate station that a wagon has been overloaded, the load in excess may be taken out of the wagon, even if an extra charge
is not due. The consignor shall in such cases be requested without delay, through the station of despatch, to notify how he desires the goods unloaded to be dealt with.

The extra overloading charge shall be levied for the journey or part of the journey actually effected according to the transport rates applicable to the main load, with the extra charge provided for in § 5 above, if necessary. If the goods have to be unloaded, the cost of that operation shall be charged according to the supplementary expenditure tariff of the railway unloading.

Should the consignor ask that the load in excess be returned or reconsigned, it shall be regarded as a separate consignment.

Article 8.

Conclusion of the transport contract. Duplicate of the way-bill.

§ 1. — The transport contract is concluded as soon as the goods are accepted for transport with the way-bill by the station of despatch. Acceptance is certified by the official stamp of the forwarding office being affixed to the way-bill with the date of acceptance.

§ 2. — The way-bill must be stamped as soon as all the goods described in the way-bill are handed over for transport and the charges for which the consignor is responsible are paid. Should he so request, the way-bill must be stamped in the presence of the consignor.

§ 3. — The way-bill when stamped serves as proof of the transport contract.

§ 4. — Nevertheless, in respect of goods to be loaded by the consignor under the tariff regulations or in accordance with agreements concluded with him, when such agreements are allowed at the station of despatch, the particulars given in the way-bill of the weight and number of packages is no evidence as against the railway, unless the goods have been re-weighed or recounted on behalf of the railway and the fact stated on the way-bill.

§ 5. — The railway is bound to certify receipt of the goods, giving the date of acceptance for transport, on the duplicate of the way-bill submitted to it by the consignor at the same time as the way-bill.

This duplicate is not of equal importance with the original way-bill, nor has it the force of a bill of lading (carriage note).

Article 9.

Basis on which transport rates are calculated. Tariffs and routes.

§ 1. — The cost of transport and accessory costs are to be calculated according to the tariffs legally in force and duly published. These tariffs must contain all information necessary for the purpose of calculating cost of carriage and accessory costs and, if necessary, specify the conditions under which account shall be taken of the rate of exchange.

§ 2. — The tariffs shall give information as to the speed of the traffic in question (i. e., fast or ordinary freight — *grande* or *petite vitesse*) and as to special conditions applying to each category of goods carried. Should one railway only have a single tariff applicable to transport of a certain kind, in respect of certain goods or applicable over certain lines, that tariff shall be applied to all shipments whatsoever, whether carried as fast or ordinary freight (*grande* or *petite vitesse*). The periods of time allowed for delivery under Article 6, §4 and Article 11 of the present Regulations shall be applied according to the speed at which the goods are carried.

Tariffs must be applied in a uniform manner. The conditions laid down therein shall be valid in so far as they are not contrary to the present Regulations. Otherwise, they shall be regarded as null and void.

§ 3. — (a) If the consignor has indicated on the way-bill that a certain route is to be followed, the cost of transport shall be calculated according to that route.

Designation of the stations at which the formalities required by the Customs, excise, financial, police or other administrative authorities are to be complied with shall be equivalent to laying down a given route.
(b) If the consignor has only stated in the way-bill what tariffs are to be applied, the railway shall apply those tariffs in so far as this information is sufficient for determining the stations between which the tariffs claimed are to be applied. The railway shall choose from among the various routes on which these tariffs are in force on the day of the conclusion of the transport contract that route which appears to it to be most advantageous for the consignor.

(c) Should the consignor have stated on the way-bill that carriage charges shall be paid in advance as far as an intermediate station under the conditions laid down in Article 17, § 1, the railway shall choose from among the routes passing through the said intermediate station that which appears to it to be the most advantageous for the consignor. Carriage charges shall be calculated as for the route chosen by the railway.

(d) If, under the circumstances provided for in (a) and (c) above, there is an international tariff between the station of despatch and the station of destination over the route requested as under (a), or between the station of despatch and that referred to under (c), that tariff shall be applied, provided that at the moment of despatch there are no insurmountable difficulties in the way.

(e) Should the particulars given by the consignor be insufficient for a complete decision as to route and tariffs, or should they be contradictory, the railway shall choose the route or the tariffs which appear to it to be the most advantageous for the consignor. The railway shall in every case comply with the indications given on the way-bill in respect of the stations referred to under (a), § 2, and as far as possible with the other instructions given by the consignor.

Nevertheless, if there is a through international tariff between the station of despatch and the station of destination, that tariff shall be applied, provided that the route which it lays down complies, when necessary, with the instructions on the way-bill with regard to the stations referred to under (a), § 2, and that its application shall not meet with insurmountable difficulties.

(f) Under all the cases referred to above, time-limits for delivery are reckoned in accordance with the route requested by the consignor or chosen by the railway.

(g) A railway may only carry the goods by a route other than that indicated by the consignor, in the cases referred to in Article 5, § 5 and Article 23, § 1, provided:

(1) That the carriage charges and the time allowed for delivery do not exceed the charges and time allowed as calculated for the route which the consignor had indicated;

(2) That the formalities required by the Customs, excise, financial, police and other administrative authorities are invariably completed at the stations mentioned by the consignor.

The consignor shall be notified in all cases when the goods are carried over a route other than that which he indicated.

(h) In the cases referred to in (b), (c) and (e) (§ 1) of this section, the railway shall only be responsible for damage resulting from choice of the route or tariffs in the case of wilful default or gross negligence.

§ 4. — No sum shall be levied on behalf of the railways, over and above the carriage charges and the various accessory costs provided for in the tariffs, other than expenditure incurred by the railways, such as export and import duties, cost of cartage from one station to another when not provided for in the tariff, expenditure on repairs to external or internal packing of goods necessary to preserve them and other analogous expenditure. Such expenditure must be duly certified and charged separately on the way-bill, to which the documents proving it must be attached. When the consignor is liable for payment of such expenditure, the documents proving the same shall not be handed over to the consignee with the way-bill, but shall be forwarded to the consignor with an account of the expenditure incurred as stated in Article 17.

Article 10.

Prohibition of private agreements.

Any private agreement by which a reduction in rates is purport to be given to one or more consignors of goods contrary to the tariffs is forbidden and null and void.
Nevertheless, reductions in rates are permissible if they are duly published and equally accessible to all under the same conditions, and this also applies to those granted either for the railway service or for the service of public administrations, or for charitable organisations.

**Article II.**

§ 1. — The time allowed for delivery shall not exceed the following:

(a) In the case of fast freight (grande vitesse):

(1) Time allowed for despatch ......... 1 day.
(2) Time allowed for transport for every 250 kilometres of distance to which the tariffs apply, or for part of such distance ... 1 day.

(b) In the case of ordinary freight (petite vitesse):

(1) Time allowed for despatch ......... 2 days.
(2) Time allowed for transport for every 250 kilometres of distance to which the tariffs apply, or for part of such distance ... 2 days.

§ 2. — When the consignment is carried over several railway systems directly connected with each other, the time allowed for transport is calculated on the total distance between the station of despatch and the station of destination. The time allowed for despatch is only counted once, whatever be the number of railway systems over which the consignment passes.

§ 3. — The laws and regulations of each State shall determine to what extent the railway administrations under its authority are allowed to provide for additional periods of time in the following cases:

(a) In the case of consignments carried:

Either by sea or over navigable inland waterways by ferry or boat, or by means of communication by land other than railways, or over certain junction lines connecting two lines of the same railway system or of different systems, or over a secondary (or local) line, or over a line which is not of standard gauge;

(b) In the case of exceptional circumstances causing:

Either an exceptional increase of traffic, or exceptional difficulties in railway working.

The additional time allowed must in all cases be stated in terms of twenty-four hours.

§ 4. — The additional periods allowed in view of the circumstances mentioned under (a) of § 3 above must be shown in the tariffs. The additional periods provided for under (b) of § 3 must be published and may not come into force before being so published.

§ 5. — The time allowed for delivery begins as from midnight of the day on which the goods are accepted for transport as laid down under Article 8, § 1.

§ 6. — The time allowed shall not have been exceeded if, before its expiry, the goods have been handed over or their arrival notified either to the consignee or to the person authorised to receive them under the regulations of the railway responsible for delivery. The laws and regulations of each State shall decide as to how service of notice is to be proved.

In the case of consignments not to be delivered at the address of consignee by the railway and in respect of which no notice of arrival has to be given, the time allowed for delivery shall not have been exceeded if, before its expiry, the goods were placed at the disposal of the consignee in the station of destination.
§ 7. — The time occupied in completing the formalities required by the Customs, excise, financial, police and other administrative authorities, and any interruption of traffic temporarily preventing the commencement or continuance of transport of goods and not due to the fault of the railway shall not be included in the time allowed for delivery.

Furthermore, in the case of transport of live animals, the time allowed for delivery shall not include:

(a) The period during which these animals are in stations where they are watered;
(b) Delays caused by administrative measures;
(c) Time taken by the veterinary inspection.

§ 8. — In the case of goods sent by ordinary freight (petite vitesse), Sundays and statutory public holidays shall not be included in the time allowed for delivery.

In the case of goods sent by fast freight (grande vitesse), if the day which follows that on which the goods are accepted for transport is a Sunday or a statutory public holiday, the period allowed shall begin to run one day later. Likewise, if the last day of the period allowed for delivery is a Sunday or a statutory public holiday, the period shall only expire on the following day. Nevertheless, this shall not apply to consignments sent by fast freight (grande vitesse), when stations are open and available for them on Sundays and holidays in the country from or to which they are consigned.

§ 9. — If the laws and regulations in any State provide for total or partial interruption of fast freight (grande vitesse) transport of goods on Sundays and on certain statutory public holidays, the time allowed for delivery shall be increased accordingly.

§ 10. — When the laws and regulations of a State permit the establishment of special or exceptional tariffs at reduced rates and with extended periods, the railway administrations of that State may also apply the said tariffs in international traffic with extended periods.

Article 12.

Condition of goods. Packing.

§ 1. — When the railway accepts goods for transport which show obvious signs of damage, it may require the condition of the goods to be specially mentioned on the way-bill.

§ 2. — Where the nature of the goods requires that they should be packed, the consignor shall pack them in such a way that during carriage they are protected from total or partial loss or injury, and that there is no risk of their causing any damage to persons, rolling stock or other goods.

The packing must also be in accordance with the provisions of the tariffs and regulations of the despatching railway.

§ 3. — If the consignor does not comply with the provisions of § 2, the railway may either refuse to accept the goods or require the consignor to acknowledge on the way-bill the absence of packing or the unsatisfactory condition of the packing, giving an exact description of the latter.

§ 4. — The consignor shall be responsible for any consequences resulting from absence of packing or unsatisfactory condition of the same as thus entered on the way-bill, and also for such defects in the packing as are not externally visible. All loss resulting therefrom must be made good by the consignor who, if necessary, must compensate the railway for any loss it may thus have suffered.

The consignor shall also be responsible for defects in packing externally visible and not noted on the way-bill, should the railway administration prove that such defects existed.
§ 5. — When a consignor is in the habit of despatching from the same station goods of the same nature requiring packing, and of handing them over either unpacked or with the same defective packing, he need not comply with the provisions of § 3 in the case of each consignment, if he deposits in that station a general declaration in the form set out in Annex III of the present Regulations. In such cases, the way-bill must state that the general declaration has been handed in to the station of despatch.

§ 6. — Save when exceptions are expressly provided for in the tariffs, the consignor must take care that individual packages (part waggon-loads) bear clear and indelible external marks not likely to lead to any misunderstanding and exactly the same as those entered on the way-bill. He must also affix to each of these packages a label giving in indelible characters the name of the station of destination. The name and address of the consignee must also be given if the regulations of the railway despatching the goods so order, and written either on an open label or on a folding label only to be opened if no way-bill is to hand. Old addresses or labels must be obliterated or removed by the consignor.

§ 7. — Unless otherwise expressly laid down in the tariffs, the following shall only be carried in full waggon-loads: fragile articles (such as glass-ware, porcelain, pottery), articles which might become scattered in the waggon (such as nuts, fruit, forage, stones), and goods which might soil or damage other parcels (such as coal, lime, ashes, ordinary earth, coloured clay), unless such goods be packed (or corded) in such a way that they cannot break, go astray, or soil or damage other goods.

Article 13.

Papers to be supplied for completing the formalities required by the Customs, excise, financial, police and other administrative authorities. Customs sealing.

§ 1. — The consignor must attach to the way-bill all papers which must be complied with before delivery of the goods to the consignee necessary for the carrying out of the formalities with regard to the Customs, excise, financial, police and other administrative authorities. Such papers must refer solely to the goods entered on a single way-bill unless administrative regulations or tariffs allow otherwise.

When papers of this nature cannot be attached to a way-bill by reason of the fact that they are deposited in a frontier station, the way-bill must state exactly at what place they are deposited.

§ 2. — It is not the duty of the railway to enquire into the accuracy and completeness of the papers supplied.

The consignor shall be responsible to the railway for any damage which may result from absence, insufficiency or irregularity of these papers, unless the fault is with the railway.

The railway, in accordance with the provisions of Part III, shall be responsible for the consequences of the loss of the papers mentioned on the way-bill, and attached to that way-bill, as stated in Article 6, § 6 (f).

§ 3. — The consignor shall comply with the Customs regulations in respect of the packing and covering of goods with tarpaulins. The railway may refuse consignments the Customs seals of which are damaged or insufficient.
CHAPTER II.

Execution of the transport contract.

Article 14.

Handing over for transport and loading of goods.

§ 1. — The laws and regulations in force in the station of despatch shall apply to the handing over of goods for transport.

§ 2. — The goods shall be loaded either by the railway or by the consignor, according to the regulations in force in the station of despatch, unless otherwise provided for in the present Regulations, or unless the way-bill makes mention of a special agreement concluded between the consignor and the railway.

§ 3. — Goods must be carried in covered or open goods vans, or in special waggons fitted up for the purpose, or in open waggons with tarpaulins, as laid down in the through international tariffs, unless otherwise provided in the present Regulations. Should there be no through international tariffs, or should they contain no provisions with regard to this matter, the regulations in force at the station of despatch shall apply to the entire journey.

Article 15.

Formalities required by the Customs, excise, financial, police and other administrative authorities.

§ 1. — During the journey the railway shall comply with the formalities required by the Customs, excise, financial, police and other administrative authorities. The railway may, while itself remaining responsible, transfer this duty to a commission agent, or may itself undertake it. In either event, the railway has the liabilities of a commission agent.

The consignor may, however, be present, either in person or through an authorised agent named in the way-bill, at the operations provided for in the above paragraph, for the purposes of supplying all information and making any necessary observations, without thereby acquiring the right to take possession of the goods or to carry out the operations in question.

If a consignor has ordered an inadmissible mode of procedure for the carrying out of the formalities required by the Customs, excise, financial, police or other administrative authorities, the railway shall carry them out in the manner which appears to it most favourable to the interests of the person entitled to dispose of the goods, and shall notify the measures taken to the consignor.

§ 2. — If there is a Customs Office at the station of destination, and if the way-bill provide for Customs clearance on arrival, or if, no such mention being made on the way-bill, the goods arrive at their destination unexamined, the consignee shall have the right to carry out the Customs formalities at the station of destination. Should he avail himself of this right, he must first pay any charges due on the consignment and accept the way-bill.

Should neither the consignee nor the consignor’s agent complete the Customs formalities within a time limit laid down in the regulations in force at the station of destination, the railway may, if the way-bill has not been withdrawn by the consignee, proceed as laid down in § 1.

Article 16.

Delivery.

§ 1. — The railway company is bound to hand over the way-bill and the goods to the consignee at the station of destination indicated by the consignor, on an acknowledgment of receipt being given and the amount of charges set out in the way-bill being paid.

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Acceptance of the goods and the way-bill obliges the consignee to pay the railway the amount of charges set out in the way-bill.

§ 2. — The procedure to be adopted on delivery of the goods, as well as the obligation, if any, under which a railway is to carry them to the address of the consignee, either in the place at which the station of destination is situated or elsewhere, are determined by the laws and regulations in force on the railway delivering the goods.

§ 3. — After the arrival of the goods at the station of destination, the consignee is entitled to request the railway to hand over the way-bill and deliver the goods to him. Should the goods not have arrived within the period laid down in Article 30, § 1, the consignee, whether acting in his own interests or in those of another, shall be authorised, after the expiry of that period, to enforce in his own name any rights he may have against the railway company arising out of the transport contract, on condition of his previously fulfilling the corresponding obligations resting upon him as a result of that contract.

Article 17.

Payment of carriage charges.

§ 1. — The consignee shall be responsible for carriage and other charges for which the consignor has not made himself responsible on the way-bill. The consignor may make prepayment either of certain given charges or of carriage charges up to any point on the frontier or any frontier station, in accordance with the tariffs in force. As an exceptional measure, tariffs or agreements between railways may allow prepayment up to certain stations other than frontier stations.

The consignor must state on the way-bill under the proper heading for which charges he makes himself responsible, as follows:

(a) If the consignor makes himself responsible for carriage and all other costs which, under the regulations and the tariff, may be charged by the station of despatch, including supplementary charges, if any, for declaration of interest in delivery as provided for in Article 35 below, and sums due for cash advances and charges forward, he shall indicate the same by the words "free of charge" (franco).

(b) Should the consignor make himself responsible for charges other than those included under (a) above, he will indicate the same by the words "free of carriage charges and ..." (exact description of the charge or charges he is prepared to pay).

The note "free of Customs duties" means that the consignor will have to pay duties and charges levied by the Customs offices and the railway company's charges for passing the goods through the Customs.

(c) If the consignor makes himself responsible for charges of any kind, even those arising after the goods have been accepted for transport, he indicates the same by the words "free of all charges".

(d) If the consignor only makes himself responsible for one or more of the charges included under (a) above, he indicates the same by the words "free of ..." (exact description of the charge or charges which he is prepared to pay).

(e) If the consignor makes himself responsible for transport rates as far as a point on the frontier or frontier station, or, in exceptional cases, up to a given station other than a frontier station, he indicates the same by the words "free as far as N frontier" or "free up to N".

Several notes concerning prepayment completing each other may be entered simultaneously on the way-bill, for instance, "free of carriage charges and of Customs duties" or "free up to N frontier and free of Customs duties".

§ 2. — The despatching railway may require carriage charges to be paid in advance in the case of consignments which, in the opinion of the railway, are perishable, or which by reason of their small value or their nature do not provide adequate security for the carriage charges.

§ 3. — Should the consignor make himself responsible for all or part of the charges, and should it not be possible exactly to fix that sum at the time when goods are handed in for transport, the
railway may require as security the deposit (a receipt being given) of a sum approximately equal to the charges. The latter shall be noted by the frontier stations through which the goods are re-forwarded, on a prepayment note which shall accompany the consignment to destination, and which shall be returned to the station of despatch within two months from the expiry of the time allowed for delivery.

As soon as the prepayment note is received, a settlement of accounts shall take place, and the deposit receipt shall be replaced by an account of charges drawn up in accordance with the information given in the prepayment note.

The prepayment note shall be drawn up in the form set out in Annex IV to the present Regulations.

§ 4. — The station of despatch must enter sums received for carriage prepaid, both on the duplicate and on the way-bill.

Article 18.

Irregular application of the tariff.

§ 1. — In the case of irregular application of the tariff, or of an error in the fixing of the carriage and other charges, the difference one way or the other shall be adjusted.

§ 2. — Excess payments noted by the railway shall in all cases be brought by it to the notice of the persons concerned when they exceed 0.50 centimes on a single way-bill, and settlement must be made as soon as possible.

§ 3. — Should the way-bill not have been accepted, the consignor shall be liable for paying to the railway any differences that may be due to it. Should the way-bill have been accepted by the consignee, the consignor shall only be obliged to pay the difference in so far as it relates to charges for which he has made himself responsible by a note in respect of prepayment entered by him on the way-bill; any further sums needed to make up the difference shall be paid by the consignee.

§ 4. — When they exceed ten francs, the sums due on the way-bill under the present Article shall bear interest at 6 per cent. Such interest shall run from the day of the administrative claim provided for in Article 40, or if no claim has been made, from the day on which an action is brought.

Article 19.

Charges to be collected on delivery and cash advances.

§ 1. — The consignor may stipulate when despatching goods that a sum not exceeding their value shall be collected on delivery. The amount of such charges shall be stated in the currency of the country from which the goods are despatched; the tariffs may, however, provide for exceptions to this rule.

§ 2. — The railway is not bound to repay a charge to the consignor until the sum charged has been paid by the consignee. The sum must be put at the disposal of the consignor within three months from payment; in case of delay, interest at 6 per cent, dating from the end of that period shall be due.

§ 3. — If goods charged are delivered without the charges having been collected, the railway shall pay to the consignor any loss thereby incurred up to the amount of the charges, but reserves its right to take legal proceedings against the consignee.

§ 4. — Goods despatched "collect on delivery" shall be subject to a fee to be laid down in the tariffs; this fee shall be due, even when the arrangement for cash on delivery is cancelled or reduced by an alteration in the transport contract (Article 21, § 1).

§ 5. — Cash advances shall only be allowed in accordance with the regulations in force in the station of despatch.
Article 20.

Obligations of the railway to which the goods are consigned.

The railway to which the goods are consigned must collect all claims arising under the transport contract and, in particular, all charges for carriage and subsidiary charges, Customs duties, charges forward and other sums due in respect of the goods. It shall collect these claims, not on its own account alone, but also on account of any of its predecessors in transporting the goods, or any person otherwise entitled thereto.

CHAPTER III.

Alterations in the Transport Contract.

Article 21.

Right to alter the transport contract.

§ 1. — Only the consignor shall be entitled to alter the transport contract, by withdrawing the goods from the station of despatch, stopping the goods en route, delaying delivery, or causing the goods to be delivered at the place to which they are consigned or at any other place, whether nearer or more distant, to the consignee indicated on the way-bill or to another person, or, lastly, by ordering the return of the goods to the station of despatch.

The railway shall also be entitled, at the request of the consignor, to accept alterations in the contract for the purpose of establishing, increasing, reducing or withdrawing a claim for repayment, or for prepayment on goods despatched. When the railway accepts such alterations it in no way guarantees that they will be carried out in practice. Under no circumstances may alterations other than those enumerated above be allowed. Modifications in the transport contract must never lead to the consignment being split up.

§ 2. — The alterations in the contract mentioned above must be made by means of a written declaration signed by the consignor and in accordance with the form to be found in Annex V of the present Regulations.

This declaration must be repeated on the duplicate way-bill, which will be presented to the railway at the same time and returned by the railway to the consignor. A railway carrying out the orders of the consignor without insisting on the production of this duplicate way-bill will be responsible for any loss thereby caused to the consignee to whom the duplicate may have been forwarded by the consignor.

When a consignor requests an increase, reduction or withdrawal of a claim for payment on delivery, he must produce the document which was originally given to him. Should there be an increase or reduction in the sum to be repaid, this document shall be corrected and returned to the person concerned; should the claim for repayment be withdrawn, then this document shall be taken away from him.

Any alteration in the contract ordered by the consignor in a manner other than that laid down above shall be null and void.

§ 3. — The railway shall only take action as a result of the alterations in the contract ordered by the consignor when the request for the same is transmitted through the station of despatch.

Should the consignor so request, the station of destination or the station at which the goods are stopped en route shall be notified at his expense by a telegram from the station of despatch, confirmed by a written declaration. In such cases the station of destination or the station at which the goods are stopped en route shall neither hand over the way-bill nor deliver the goods to the consignee, nor reconsign the goods before receiving the written declaration.

§ 4. — The right to alter the transport contract ceases to exist, even if the consignor holds the duplicate of the way-bill, once the way-bill has been handed to the consignee, or when the
latter has established his rights resulting from the transport contract in accordance with Article 16, § 3. From that moment the railway must carry out the orders of the consignee or be responsible to him under the conditions laid down in Part III for the consequences.

Article 22.

Action taken as a result of alterations made in the transport contract.

§ 1. — The railway cannot refuse to carry out the orders referred to in the first paragraph of § 1 of Article 21, nor delay or make changes in the carrying out of those orders, save in the following cases:

(a) When by the time they reach the railway it is no longer possible to carry them out;
(b) When the carrying out of these orders would be liable to interfere with the regular working of the railway;
(c) In the case of a change in the station of destination, when the carrying out of these orders would be contrary to the laws and regulations in force in the countries through which the goods are to pass, more particularly regulations issued by the Customs, excise, financial, police and other administrative authorities;
(d) In the case of a change in the station of destination, when there is any reason to think that the value of the goods will not cover the expense of carriage for which the goods will be liable on arrival at the new destination, unless the amount of such expenditure be immediately paid or guaranteed.

In the above-mentioned cases the consignor shall be notified as soon as possible of the reasons that prevent the carrying out of his orders.

Should the railway not be able to foresee such difficulties, the consignor shall be responsible for all consequences resulting from the commencement of the carrying out of his orders.

§ 2. — Should the consignor have ordered the goods to be delivered at an intermediate station, carriage to that station shall be charged according to the tariffs applicable between the station of despatch and the above-mentioned intermediate station.

Should the consignor have ordered that the goods be returned to the station of despatch, carriage charges shall be calculated: (1) up to the station at which the goods were stopped, according to the tariffs applicable between that station and the station of despatch; (2) from the station of reconsignment to the station of despatch, according to the tariffs applicable on the line in question.

Should the consignor have ordered reconsignment to another station, carriage charges shall be calculated: (1) up to the station at which the goods were stopped, according to the tariff applicable between that station and the station of despatch; (2) from the station of reconsignment to the new station of destination according to the tariffs applicable between the two latter stations.

§ 3. — The railway shall be entitled to repayment of costs resulting from the carrying out of the orders referred to in § 1 of Article 21, unless such costs were caused by a fault on the part of the railway.

Article 23.

Circumstances preventing transport.

§ 1. — When the transport of goods is prevented or interrupted, the railway shall decide whether it is advisable in the interests of the consignor to ask such consignor for instructions, or whether it is better to carry the goods to destination by an alternative route. The railway shall be entitled to claim carriage charges by the new route and shall have a corresponding period within which to make delivery, even if that period be longer than that by the original route, unless the railway be at fault.
§ 2. — Should no other route be available for transport, the railway shall request instructions from the consignor; nevertheless, such a request shall not be necessary in the case of temporary difficulties arising from the circumstances laid down in Article 5, § 5.

§ 3. — The consignor when advised of difficulties preventing transport, may cancel the contract, but must then, according to the circumstances, pay the railway either the transport charges for the part of the journey over which the goods have already been carried, or expenditure incurred in preparation for transport, and all charges laid down in the tariffs, unless the railway be at fault.

§ 4. — Should the consignor not be in possession of the duplicate of the way-bill, instructions given by him under the circumstances referred to in the present Article cannot alter either the designation of the consignee or the place to which the goods are consigned.

§ 5. — No action shall be taken:

(a) On instructions from the consignor not forwarded through the station of despatch;

(b) On requests for return of goods when there is every reason to think that the value of the goods will not cover the costs of reconsignment, unless the amount of such costs be immediately paid or guaranteed.

§ 6. — If a consignor, when notified of difficulties preventing transport, does not within a reasonable period give instructions which it is possible in practice to carry out, action shall be taken in accordance with those regulations in force on the railway on which the goods were held up which deal with circumstances preventing delivery.

§ 7. — Should the difficulties preventing transport come to an end before the arrival of instructions from the consignor, the goods shall be forwarded to destination without waiting for such instructions, and the consignor shall be notified to that effect as soon as possible.

Article 24.

Circumstances preventing delivery.

§ 1. — When difficulties arise which prevent delivery of the goods, the station of destination shall immediately notify the consignor through the station of despatch and request instructions from him. Should a request to that effect have been made on the way-bill, such notification shall immediately be given by telegraph. The cost of such notification shall be chargeable against the goods.

Should the consignee refuse the goods, the consignor shall have the right to dispose of them even without producing the duplicate of the way-bill.

If, after having refused the goods, the consignee later decides to take delivery, they shall be delivered to him, unless in the meantime the station of destination has received instructions to the contrary from the consignor. Notification of such delivery shall immediately be given to the consignor by registered letter, the cost of which shall be chargeable against the goods.

In no case shall the goods be returned to the consignor unless he expressly consents thereto.

§ 2. — In any cases not provided for in § 1 of the present Article, and subject to the provisions of Article 43, the procedure in the event of difficulties preventing delivery shall be determined by the laws and regulations in force on the railway responsible for delivering the goods.
CHAPTER IV.

GUARANTEES OF THE RIGHTS OF THE RAILWAY.

Article 25.

Right of security possessed by the railway.

§ 1. — In respect of all the claims referred to under Article 20, the railway shall have the rights of a secured creditor in respect of the goods. This right of lien continues as long as the goods are in the possession of the railway or held by a third party on its behalf.

§ 2. — The effects of the lien are to be determined by the laws and regulations in the country in which delivery takes place.

PART III.

RESPONSIBILITY OF THE RAILWAYS. CLAIMS.

CHAPTER I.

RESPONSIBILITY.

Article 26.

Collective responsibility of the railways.

§ 1. — The railway which accepted the goods for transport with the way-bill is liable for through carriage of the goods upon the successive lines passed over until the goods are delivered.

§ 2. — Each succeeding railway company, by taking over the goods, together with the original way-bill, thereby becomes a party to the transport contract in the terms of that document, and accepts the obligations resulting therefrom, without prejudice to the provisions of Article 42, § 3 concerning the railway on which the station of destination is located.

§ 3. — The responsibility of the railway under the present Regulations ceases at the station of destination given in the way-bill, even should the consignor have indicated another destination. Carriage of the goods beyond that station shall be regulated by the internal laws and regulations of the country.

Article 27.

Extent of responsibility.

§ 1. — The railway shall be liable under the conditions set forth in the Chapter for any damage that has been caused, either through total or partial loss of the goods and through injury to the goods from the time of their acceptance for carriage to the time of their delivery, or else through delay in delivery.

§ 2. — The railway shall no longer be liable in case of total or partial loss or injury to the goods if it can prove that the damage was caused by the fault of the person entitled to dispose of the goods, or through the railway having, without fault on its part, complied with such person’s instructions, through the nature of the goods (as in the case of internal decay, wastage, or ordinary leakage, etc.) or through force majeure.

§ 3. — The railway shall not be responsible for damage resulting from delay in delivery if it can prove that the delay was occasioned by circumstances outside its control, and that it was not the duty of the railway to remove the difficulties arising therefrom.
Article 28.

Limits of responsibility in case of damage arising from certain causes.

§ 1. — The railway shall not be liable for damage from one or more of the following causes:

(a) The risk incidental to the carriage in open wagons of goods which, under the tariff regulations or an agreement with the consignor entered on the way-bill, are carried in that manner;

(b) The risk arising from the fact that certain goods are not packed, or defectively packed, although their nature is such as to require that they should be packed in order to protect them from loss or injury;

(c) The risk incidental to the loading or unloading or defective loading of goods which, according to the tariff regulations, or under an agreement with the consignor entered on the way-bill, or by agreement with the consignee, are to be loaded by the consignor or unloaded by the consignee;

(d) Special risk of total or partial loss or injury, particularly through breakage, rust, internal and natural decay, extraordinary leakage, desiccation and dispersion of certain goods which, owing to their peculiar nature, are particularly exposed to the same;

(e) The risk arising from the fact either that articles excluded from transport may nevertheless have been despatched under an irregular, incorrect or incomplete designation, or that articles only admitted under certain conditions have been despatched under an irregular, incorrect or incomplete designation, or without the consignor having taken the prescribed measures of precaution;

(f) Any special risk connected with the transport of live animals;

(g) In cases in which, either under the present Regulations or under tariffs or under an agreement concluded with the consignor and entered on the way-bill, certain animals or goods must be conveyed, the special risk which the conveying of the said animals or goods was intended to obviate.

§ 2. — Whenever any damage has arisen which, under the circumstances of the case, might have been due to one or more of the risks referred to in this Article, it is presumed, until the contrary has been proved by the person entitled to dispose of the goods, that the damage actually arose from the risk in question.

Article 29.

Amount of compensation payable in the case of total or partial loss of the goods.

When under the present Regulations the railway is bound to pay compensation in case of total or partial loss of the goods, such compensation shall be calculated:

According to current market rate;

Should no rate be available, according to the current commercial price;

Failing both, according to the ordinary value,

of goods of the same kind and quality at the place and at the time at which goods were accepted for transport. Compensation shall not, however, exceed 50 frs. per kilogramme of gross weight deficient, subject to the limitations laid down in Article 34.

Carriage charges, Customs duties, and other outlays in respect of the lost goods shall also be repaid without any further payment of damages, subject to the exceptions provided for in Articles 35 and 36.

When the data to be used as a basis in calculating the compensation are not expressed in the currency of the country in which payment is claimed, conversion shall be carried out at the rate of exchange of the date in question, at the place at which payment is made.
Presumption of loss of the goods. Cases in which the goods are once more found.

§ 1. — The claimants can, without having to give any further proof, regard the goods as lost when they have not been delivered to the consignee, or placed at his disposal, within thirty days following the expiration of the time-limits as calculated in Article II.

To these thirty days there should be added as many times ten days, not exceeding a maximum of thirty days, as there are countries to be traversed other than the countries from and to which the goods were consigned.

§ 2. — The person entitled to receive compensation may, upon receipt by him of any compensation for goods lost, state on the acknowledgment of receipt given by him that, should the goods be found within four months after payment of the compensation, he desires to be immediately notified of the fact by the railway.

A written acknowledgment of this request shall be given him.

§ 3. — In this case the person entitled to compensation may, within thirty days after receipt of such notification, require that the goods should be delivered to him as he shall elect, free of charge, either at the station of despatch or at the station of destination, according to the way-bill, on repayment by him of the sum he received as compensation, and reserving all rights of compensation for delay provided for in Article 33 and, if necessary, in Article 35. § 3, below.

§ 4. — When a proviso in the acknowledgment of receipt referred to in § 2 above has not been made, and if no instructions have been given within the period of thirty days provided for in § 3, and also if the goods were only found more than four months after the payment of compensation, the railway shall be entitled to dispose of the goods in accordance with the laws and regulations of the State to which it belongs.

Article 31.

Restriction of responsibility in case of loss of weight.

§ 1. — In respect of goods which, by reason of their special character, are generally liable to a loss of weight merely through carriage, the railway shall not be liable for any deficiency unless exceeding the following allowance:

(a) An allowance of 2% of the weight shall be made for loss in the case of goods either liquid or handed over in a damp condition, and on the weight of the following goods, whatever be the journey:

- Liquorice,
- Rased and ground dye woods,
- Intestines,
- Horns and hoofs,
- Horsehair,
- Leather,
- Shreds of hides,
- Bark,
- Fresh tobacco leaves,
- Furs,
- Fresh fruit,
- Tar,
- Fats.

Hops,
Wool,
Fresh vegetables
Fresh putty,
Bones (whole or ground),
Hides,
Dried fish,
Roots,
Soap and hard oils,
Salt,
Pig’s bristles,
Cut tobacco.

(b) An allowance of 1% for all other dry goods also subject to wastage during the journey.
§ 2. — The limit of responsibility provided for in § 1 of this Article shall not take effect if it is shown by facts that the loss did not arise from causes justifying such an allowance being made.

§ 3. — In the case of several packages forwarded on one and the same way-bill, this rule shall be applied to each package separately, whenever the weight of each at departure is shown separately on the way-bill, or can be otherwise proved.

§ 4. — In the case of total loss of the goods, no deduction is allowed for loss of weight during the journey when calculating compensation.

§ 5. — The provisions of the present Article shall in no way affect those of Article 28.

Article 32.

Amount of compensation payable in the case of damage to goods.

In the case of damage to goods, the railway, save in the exceptional case provided for in Article 34, shall be liable for the amount of depreciation in value of goods without being liable for any further damage, subject to the exceptions provided for in Articles 35 and 36.

Nevertheless the compensation shall not exceed:

(a) If the whole of the consignment is depreciated in value by the damage received, the sum that would have been payable in the case of total loss;

(b) If only part of the consignment is depreciated in value as the result of damage, the sum that would have been payable in the case of total loss of the part depreciated in value.

Article 33.

Amount of compensation for delay in delivery.

§ 1. — In case of delay beyond the time allowed for delivery, should the person entitled to dispose of the goods not prove that he has suffered loss as the result of such delay, the railway shall be obliged to pay:

In case of delay for a time not exceeding $\frac{1}{10}$ of the period allowed......

$\frac{1}{10}$ of the cost of carriage;

In case of delay exceeding $\frac{1}{10}$ and not exceeding $\frac{2}{10}$ of the period allowed...... $\frac{2}{10}$ of the cost of carriage;

In case of delay exceeding $\frac{2}{10}$ and not exceeding $\frac{3}{10}$ of the period allowed...... $\frac{3}{10}$ of the cost of carriage;

In case of delay exceeding $\frac{3}{10}$ and not exceeding $\frac{4}{10}$ of the period allowed...... $\frac{4}{10}$ of the cost of carriage;

In the case of any delay for a time exceeding $\frac{4}{10}$ of the period allowed......

$\frac{5}{10}$ of the cost of carriage.

§ 2. — Where proof is adduced of loss resulting from the delay, compensation not exceeding the cost of carriage shall be paid for such loss.

§ 3. — The compensation provided for in §§ 1 and 2 of the present Article may not be added to that due for total loss of the goods.

In case of partial loss it shall be paid, if necessary, for the part of the consignment not lost.

In the case of damage to goods it shall, if necessary, be added to the compensation provided for in Article 32.

Article 34.

Limitation of compensation under certain tariffs.

When the railway offers the public special conditions of carriage (special or exceptional tariffs) involving a reduction on the total price as calculated under ordinary conditions (general tariffs), it
shall be allowed to fix a maximum limit for the compensation due to the person entitled to compensation in case of damage to goods, loss or delay.

When the maximum thus fixed is the result of a tariff in force over part only of the lines over which the goods are carried, it can only be claimed if the event giving rise to compensation occurred on that part of the distance covered.

Article 35.

Declaration of interest in delivery.

§ 1. — Declaration of the sender's interest in delivery in respect of any consignment may be noted in the way-bill as provided for in Article 6, § 6 (k).

The amount of the interest declared must be stated in the currency of the country from which the goods are despatched, or in gold francs or in any other currency laid down in the tariffs.

§ 2. — An additional charge shall be made of one quarter of a unit per thousand units of currency of the sum declared, the journey being reckoned in sections of 10 kilometres or fractions of 10 kilometres.

This charge may be reduced by the tariffs and a minimum charge may be fixed therein.

§ 3. — If a declaration of interest in delivery has been made, the following claims may be made in case of delay:

(a) Should proof not be adduced of loss resulting from the delay, and within the limits of the interest declared:

In the case of delay not exceeding $\frac{1}{10}$ of the time allowed for delivery — $\frac{2}{10}$ of the cost of carriage;

In the case of delay exceeding $\frac{1}{10}$ and not exceeding $\frac{3}{10}$ of the time allowed for delivery — $\frac{4}{10}$ of the cost of carriage;

In the case of delay exceeding $\frac{3}{10}$ and not exceeding $\frac{4}{10}$ of the time allowed for delivery — $\frac{6}{10}$ of the cost of carriage;

In the case of delay for a time exceeding $\frac{4}{10}$ of the time allowed for delivery — the whole cost of carriage;

(b) Where proof is adduced of loss from delay, compensation may be claimed up to the full amount of the declared interest.

When the amount of declared interest is less than the compensation provided for in Article 33, such compensation may be claimed in place of the compensation provided for under (a) and (b).

§ 4. — If proof is adduced that loss resulted from total or partial loss of or injury to goods in respect of which a declaration of interest in delivery has been made, damages may be granted not exceeding the sum declared, in addition to the compensation provided for in Articles 29 and 32 or, if the case arises, in Article 34.

Article 36.

Amount of compensation in the case of wilful default or gross negligence on the part of the railway.

In any case in which total or partial loss of, injury to, or delay in the transport of, goods is caused by wilful default or gross negligence on the part of the railway, the claimant shall receive full compensation for the loss which he can be proved to have suffered up to double the maximum sums provided for in Articles 29, 32, 33, 34 and 35 according to circumstances.
Article 37.

Interest on compensation.

The person entitled to compensation may claim interest at 6% on the compensation granted on a way-bill when such compensation exceeds ten francs.

Such interest shall be due from the date of the administrative claim provided for in Article 40, or, if no such claim has been made, from the date on which a legal action is brought.

Article 38.

Repayment of compensation.

Any compensation paid in error must be returned.

In case of fraud the railway has further the right to payment of a sum equal to that which it paid in error, without in any way prejudicing the possibility of penal measures being taken.

Article 39.

Responsibility of the railway for its employees.

The railway is responsible for the employees in its service and for any other persons whom it employs in the carriage of goods entrusted to it.

Nevertheless, if, at the request of the person concerned, railway employees make out way-bills, make translations or render other services for which the railway is not responsible, they shall be regarded as acting on behalf of the person to whom they render such services.

CHAPTER II.

ADMINISTRATIVE CLAIMS, ACTIONS, PROCEDURE AND LIMITATION IN THE CASE OF DISPUTES ARISING OUT OF THE TRANSPORT CONTRACT.

Article 40.

Administrative claims.

§ 1. — Administrative claims based on the transport contract must be made in writing to the railway designated in Article 42.

§ 2. — The persons having the right to proceed against the railway under Article 41 shall have the right to submit such a claim.

§ 3. — When the claim is made by the consignor, he must produce the duplicate of the way-bill. When it is made by the consignee, he must produce the way-bill if it has been handed over to him.

§ 4. — The way-bill, the duplicate and any other documents which the claimant thinks advisable to attach to his claim must be submitted either in the original or in copies, the latter being duly certified should the railway so request.

At the time when the claim is settled, the railway may require the original of the way-bill, duplicate or charges forward note to be submitted in order that the settlement of the claim may be certified thereon.

Article 41.

Persons having the right to take legal proceedings against the railway.

§ 1. — An action for the return of a sum paid under the transport contract can only be brought by the person who has paid it.
§ 2. — An action concerning charges forward as referred to in Article 19 can only be brought by the consignor.

§ 3. — Other actions against the railway arising out of the transport contract can be brought:

By the consignor, in so far as he has the right to alter the transport contract as laid down in Article 21;

By the consignee, once he has either received the way-bill or established his rights under Article 16, § 3.

When bringing these actions, the consignor must once more produce the duplicate of the way-bill. If he cannot do so, he can only bring an action against the railway if the consignee has authorised him to do so, or if he can prove that the consignee has refused the goods.

Article 42.

Railways against which actions may be brought. Jurisdiction.

§ 1. — An action for return of a sum paid under a transport contract can only be brought against the railway which has received that sum.

§ 2. — An action with regard to charges forward as provided for in Article 19 can only be brought against the despatching railway.

§ 3. — Other actions arising out of the transport contract can only be brought against the despatching railway, the railway of destination, or the railway on which the event giving rise to the action took place.

Should the railway of destination not have received the goods, an action can nevertheless be brought against it.

The plaintiff can choose between the said railways; once, however, the action is brought his right of choice ceases.

§ 4. — An action can only be brought before the competent court of the State to which the railway against which the action is brought belongs, unless otherwise decided in agreements between States or in acts granting concessions.

When an undertaking operates autonomous railway systems in different States, each of these railway systems shall be regarded as a separate railway from the point of view of the application of this paragraph.

§ 5. — An action may be brought against a railway other than those designated in §§ 1, 2 and 3 when brought as a counter-claim or as a plea to jurisdiction in respect of a main action based on the same transport contract.

§ 6. — The provisions of this Article shall not apply to recourse of railways against each other as provided for in Chapter III of this Part.

Article 43.

Verification of partial loss of, or damage to, goods.

§ 1. — When partial loss of, or damage to, goods is discovered or presumed by the railway or asserted by the claimant, the railway must immediately and if possible in presence of the said claimant have a written report drawn up certifying the condition and weight of the goods and, as far as possible, the amount of the damage, the cause of the same and the time at which it occurred.

A copy of this written certificate must be given to the claimant should he so request.

§ 2. — When the claimant does not accept the statements made in the written certificate, he may require legal verification of the condition and weight of the goods and of the causes and amount of damage in accordance with the laws and regulations of the State in which delivery took place.

No. 1529
Article 44.

Discontinuance of proceedings against the railway arising out of the transport contract.

§ 1. — Acceptance of the goods puts an end to any proceedings against the railway arising out of the transport contract.

§ 2. — Nevertheless, the action shall not be discontinued:

(r) If the claimant adduces proof that the damage was caused by wilful default or gross negligence on the part of the railway;

(2) In the case of a claim arising out of delay, when the claim is made against one of the railways designated in Article 42, § 3, within not more than fourteen days not including the day of acceptance;

(3) In the case of a claim for partial loss of or damage to the goods:

(a) If the loss or damage was verified before acceptance of the goods by the claimant in accordance with Article 143;

(b) If the verification which should have taken place under Article 43 was only omitted through the fault of the railway;

(4) In the case of a claim for non-apparent damage the existence of which was verified after acceptance, on condition:

(a) That the railway did not offer the claimant an opportunity to inspect goods at the station of destination;

(b) That the request for inspection in accordance with Article 43 was made immediately after the damage was discovered, and not more than seven days after the acceptance of the goods;

(c) That the claimant proves that the damage took place in the interval between acceptance of goods for transport and delivery;

(5) When the object of the action is the return of sums paid or of charges forward paid as laid down in Article 19.

§ 3. — The claimant may refuse acceptance of the goods even after the way-bill has been received and carriage charges have been paid, so long as the examination demanded by him for the purpose of verifying alleged damage has not taken place.

Reservations which he may make when receiving goods shall have no effect unless they are accepted by the railway.

§ 4. — Should part of the packages mentioned in the way-bill be missing on delivery, the claimant may certify on the acknowledgment of receipt provided for in § r of Article r6 that these packages, which were duly entered, have not been delivered to him.

Article 45.

Limitation of actions arising out of the transport contract.

§ 1. — An action arising out of a transport contract cannot be brought after one year provided that the sum due has not already been fixed by an acknowledgment, a compromise or a judgment.

Nevertheless the prescriptive period shall be three years in the case of:

(a) An action brought by the consignor for payment of charges forward levied by the railway on the consignee;

(b) An action based on damages arising out of wilful default or gross negligence;

(c) An action based on the case of fraud referred to in Article 38.
§ 2. — The prescriptive period shall be dated:

(a) In the case of claims for compensation for partial loss, injury or delay in delivery — from the date of delivery;

(b) In the case of claims for compensation for total loss — from the date of the expiration of the time allowed for delivery;

(c) In the case of requests for payment or repayment of charges, accessory expenditure or extra charges, or in the case of requests for readjustment of charges should the tariff have been irregularly applied or an error have been made in calculation — from the date of the payment of the charges, accessory expenditure or extra charges or, if no payment has been made, from the date on which the goods were handed in for transport;

(d) In the case of claims for charges forward as provided for in Article 19 — from the 90th day after the expiry of the time allowed for delivery;

(e) In the case of claims by the Customs for extra duty — from the date on which the Customs make their claim.

The day from which the prescriptive period begins shall never be included in the said period.

§ 3. — In the case of an administrative claim made in writing to the railway in accordance with Article 40, the prescriptive period shall cease to run. The prescriptive period shall once more begin from the day on which the railway has rejected the claim in writing and returned the documents attached thereto. Proof of the receipt of the claim or of the reply and that of the return of the documents must be made by the party bringing forward that fact in support of his case.

Further claims do not suspend the prescriptive period.

§ 4. — Subject to the above provisions, suspension and interruption of the prescriptive period shall be regulated by the laws and regulations of the State in which the action is brought.

Article 46.

Prohibition of the renewal of actions extinct or discontinued through limitation.

An action which is extinct or has been discontinued through limitation in accordance with Articles 44 and 45 cannot be renewed either as a counter or an incidental plea.

CHAPTER III.

Settlement of accounts. Recourse of railways against each other.

Article 47.

Settlement of accounts between railways.

§ 1. — Any railway which, either on the departure or on the arrival of the goods, has received payment of carriage or other charges arising out of the transport contract shall pay the other railways concerned the part of the said costs and charges due to them.

§ 2. — The transfer of goods from one railway to another establishes the right of the former immediately to debit the latter with the cost of carriage and other charges due in respect of the goods at the moment of transfer according to the way-bill, but reserving ultimate re-adjustment of accounts on the lines laid down in § 1 of this Article.

§ 3. — Without prejudice to its claims against the consignor, the despatching railway shall be responsible for carriage and other charges not yet paid to it in cases in which the consignor has made himself responsible for carriage for same in the way-bill.
§ 4. — Should the railway of destination deliver the goods without recovering the charges of all kinds payable on same, that railway shall be responsible for payment of the said charges without prejudice to any claims it may have against the consignee.

Article 48.

Recourse in the case of compensation for total or partial loss or damage to goods.

§ 1. — A railway which has paid compensation for total or partial loss or for damage to goods under the provisions of the present Convention shall have a right of recourse against the railways which have taken part in the transport of the goods in accordance with the following regulations:

(a) The railway which has caused the damage shall alone be responsible;
(b) When the damage was caused by more than one railway, each of them shall be responsible for the damage that it caused. Should it in practice be impossible to make any distinction, the compensation due shall be divided between them according to the principles laid down under (c);
(c) If it cannot be proved that the damage has been caused by the act of one or more railways, the compensation due shall be divided among all the railways having taken part in the transport of the goods, with the exception of those which can prove that the damage was not caused on their lines. Such division shall be made in proportion to the number of kilometres of line over which the tariffs of each railway are in force.

Should one of the railways be insolvent, the unpaid part due from it shall be divided among all the other railways which have participated in the transport in proportion to the number of kilometres of line over which their tariffs are in force.

Article 49.

Recourse in the case of compensation for delay in delivery.

§ 1. — The regulations laid down in Article 48 shall be applied in the case of compensation for delay. Should delay be caused by proven irregularities on more than one railway, the sum payable for compensation shall be divided among these railways in proportion to the length of the delay occurring on their respective lines.

§ 2. — The time allowed for delivery as laid down in Article 11 of the present Convention shall be divided between the different railways taking part in the transport of the goods as follows:

(r) Between two adjacent railways:

(a) The time allowed for despatch of the goods shall be divided equally;
(b) The time allowed for carriage shall be divided in proportion to the number of kilometres of line over which the tariffs of each of the two railways are in force;

(2) Between three or more railways:

(a) An allowance of twelve hours in the case of ordinary freight (pétites vitesse) and of six hours for fast freight (grande vitesse) shall be made out of the time allowed for despatch both to the first and to the last railway;
(b) The remainder of the time allowed for despatch, and one third of the time allowed for carriage, shall be divided equally between all the railways taking part in the carriage of the goods;
(c) The other two-thirds of the time allowed for carriage shall be divided in proportion to the number of kilometres of line over which the tariffs of each of these railways are in force.

§ 3. — The additional time allowances to which any railway is entitled shall be granted to that railway.

No. 1529
§ 4. — The interval between the time when the goods are handed to the first railway and the moment at which the period allowed for carriage begins shall be absolutely at the disposal of the railway in question.

§ 5. — The division referred to above shall only be taken into consideration in cases in which the time allowed for delivery has been exceeded.

Article 50.

Procedure in the case of recourse.

§ 1. — No railway against which recourse is had under Articles 48 and 49 above shall be entitled to contest the regularity of the payment made by the administration exercising its right of recourse once the amount due for compensation has been fixed by the courts after a summons in due form has been served on the railway and it has had an opportunity of defending the case. The judge who has dealt with the main action shall decide according to the circumstances what time limit shall be fixed for service of summons and filing of statement of case.

§ 2. — Unless an amicable settlement is arrived at, all the railways concerned are to be proceeded against in one and the same suit; if this is not done the right of recourse is lost as against those not sued.

§ 3. — The judge must give a decision on all the questions at the same time.

§ 4. — The defendant railways shall have no further right of recourse.

§ 5. — The procedure to be followed in a suit under the right of recourse may not be combined with that proper to the main action for compensation.

Article 51.

Jurisdiction in respect of recourse.

§ 1. — All actions on the right of recourse are exclusively justiciable by a judge of the district within which the railway against which proceedings are taken has its chief office.

§ 2. — Where the suit is brought against several railways, the plaintiff line is at liberty to elect which judge among those competent under the preceding paragraph shall try the case.

CHAPTER IV.

Miscellaneous provisions.

Article 53.

Application of national law.

In the absence of any provisions to the contrary in the present Regulations, the national laws and regulations concerning transport in each State shall be applied.

No. 1529
General rules for procedure.

In the absence of any provisions to the contrary in the present Regulations, the procedure to be followed in respect of disputes arising out of transport to which the present Regulations apply shall be that prescribed by the competent judge.

Article 55.

Execution of judgments : seizure and security.

§ 1. — The judgments which have been entered, either after both parties have been heard or by default, by the judge competent in virtue of the provisions of the present Regulations, shall, when they have become executory in virtue of the laws applied by the competent judge, be declared executory in each of the other Contracting States, as soon as the formalities compulsory in that State have been complied with. No fundamental revision of the question shall be allowed.

This shall not apply to awards which are only provisionally executory, nor to awards granting damages in addition to costs against a plaintiff on account of the loss of his suit.

§ 2. — Claims of one railway against another as the result of transport on an international way-bill, when the railway claiming does not belong to the same State as the railway against which the claim is made, shall not justify seizure of property unless the judicial authorities of the State to which the railway whose property is being seized belongs have given judgment to that effect.

§ 3. — The rolling stock of a railway, and the movable objects of any kind belonging to it and contained in the said rolling stock, cannot be seized on territory other than that of the State to which the railway owning the rolling stock belongs, unless judgment to that effect has been given by the judicial authorities of that State.

§ 4. — Security for payment of expenses cannot be required in respect of legal actions based on an international transport contract.

Article 56.

Monetary Unit. Rate of conversion or acceptance of foreign currency.

§ 1. — The sums indicated in francs in the present Regulations or Annexes thereto shall be regarded as referring to the gold franc, reckoned at $\frac{5}{13}$ dollars of the United States of America.

§ 2. — The railway shall, either by posting up outside its booking offices or in any other suitable manner, publish the rates of exchange at which it converts sums expressed in foreign currency which are payable in the money of the country (rate of exchange).

§ 3. — A railway accepting foreign currency in payment shall likewise be obliged to publish the rate at which it accepts it (rate of acceptance).

Done at Riga, October the twenty-ninth, One thousand nine hundred and twenty-five.

(Signed) A. Tchernikh.
Jol. Seljamaa.
H. Celmins.
J. Pauluks.
ANNEX II (Article 6, § 6).

INTERNATIONAL TRANSPORT BY RAIL.

WAY-BILL.

(Form I). Ordinary freight (petite vitesse). (White paper.)
(Form II). Fast freight (grande vitesse). (White paper with red stripe at least 1 cm. wide at top and bottom on both sides).

M. (2) ........................................

You will receive goods as below under the conditions laid down in the International Convention on Transport of Goods by Rail and those laid down in railway regulations and tariffs applicable to this consignment.

(2) Note here the name and address of the consignee (number and street, town, country). If necessary, request delivery at the station (to be left till called for) or at the address given.

<table>
<thead>
<tr>
<th>Marks and numbers</th>
<th>Number</th>
<th>How packed</th>
<th>Designation of the goods</th>
<th>Actual gross weight, kg.</th>
<th>Weight in round figures for calculating transport charges, kg.</th>
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</thead>
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</table>

Declaration for the purpose of complying with formalities required by Customs, excise, financial, police or other administrative authorities.

Indicate the papers attached. Description and number of Customs seals. Designation of authorized agent if any. Any other declarations required by laws or regulations.

Tariffs and routes requested

Statement of the charges for which the consignor makes himself responsible

Interest in delivery
Cash advances
Charges forward
Details of cash advances

................................., the ................................... I(r)

Signature and address of consignor.
<table>
<thead>
<tr>
<th>Details of charges</th>
<th>Unit of charges per 100 kg.</th>
<th>To be collected from consignee</th>
<th>Details of charges</th>
<th>Unit of charges per 100 kg.</th>
<th>To be collected from consignee</th>
<th>Stamps of transit stations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash advances</td>
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<td>Charges forward</td>
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<td>Transport rates to</td>
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<td>Extra charge for declared interest in delivery</td>
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<td>Carried forward</td>
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</table>
ANNEX II (Article 6, § 6).

INTERNATIONAL TRANSPORT BY RAIL.

DUPLICATE WAY-BILL.

(Form I). Ordinary freight (petite vitesse). (White paper.)
(Form II). Fast freight (grande vitesse). (White paper with red stripe at least 1 cm. wide at top and bottom on both sides).

M. (2) ..........................................

You will receive goods as below under the conditions laid down in the International Convention on Transport of Goods by Rail and those laid down in railway regulations and tariffs applicable to this consignment.

(2) Note here the name and address of the consignee (number and street, town, country). If necessary, request delivery at the station (to be left till called for) or at the address given.

<table>
<thead>
<tr>
<th>Marks and numbers</th>
<th>Number</th>
<th>How packed</th>
<th>Designation of the goods</th>
<th>Actual gross weight, kg.</th>
<th>Weight in round figures for calculating transport charges, kg.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stamp of station of despatch</td>
<td>Stamp of authority weighing</td>
<td>Stamp of station of destination</td>
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</tbody>
</table>

Declaration for the purpose of complying with formalities required by Customs, excise, financial, police or other administrative authorities. Indicate the papers attached.

Description and number of Customs seals. Designation of authorised agent if any. Any other declarations required by laws or regulations.

Tariffs and routes requested

Statement of the charges for which the consignor makes himself responsible

Interest in delivery

Cash advances

Charges forward

Details of cash advances

.............................., the ................................ 19......

Signature and address of consignor.
<table>
<thead>
<tr>
<th>Details of charges</th>
<th>Unit of charges per 100 kg</th>
<th>To be collected from consignee</th>
<th>Details of charges</th>
<th>Unit of charges per 100 kg</th>
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<th>Stamps of transit stations</th>
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<td>Cash advances</td>
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</table>
ABSENCE OF OR DEFICIENCIES IN PACKING.

GENERAL DECLARATION.

The station of ........................................ on the ........................................
Railway, at my request, accepts for carriage as from this date the under-mentioned goods which I have handed over for transport, viz.: .................................................................
........................................................................................................................................
........................................................................................................................................
........................................................................................................................................
........................................................................................................................................
........................................................................................................................................
........................................................................................................................................

I hereby recognise that these goods, accompanied by a way-bill containing a note of the present declaration, are handed over for carriage unpacked * packing defective as under * : .........................
........................................................................................................................................
........................................................................................................................................
........................................................................................................................................
........................................................................................................................................
........................................................................................................................................
........................................................................................................................................
........................................................................................................................................

........................................ (Place)
........................................ (Date)
........................................ (Signature)

* Cross out when not necessary.
ANNEX IV (Article 17, § 3).

INTERNATIONAL SERVICE.

PREPAYMENT NOTE.

Station of despatch .................................................
Consignor .............................................................

The consignment as below must be delivered to the consignee free of * ........................................... but against repayment of:
(in words)

The sum chargeable to the consignor is to be recovered from the station stated below on this prepayment note.

Sum deposited by the consignor:
(in words)

Interest in delivery:
(in words)

Date .................................................................

Station Master:

<table>
<thead>
<tr>
<th>Date</th>
<th>Number</th>
<th>Number</th>
<th>Packing</th>
<th>Contents</th>
<th>Weight in Kg.</th>
</tr>
</thead>
<tbody>
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</table>

* Show clearly the method of prepayment under one of the forms laid down in Article 17, § 1 of the Convention, that is to say: (a) "free of charge" (franco); (b) "free carriage and ..." (franco de port et de ...); (c) "free of all charges" (franco de tous frais); (d) "free carriage, not including ..." (franco de port, non compris ...); (e) "free as far as ... frontier" (franco jusqu'à ... frontière) or "free up to ..." (franco jusqu'à ...).

No. 1529

<table>
<thead>
<tr>
<th>Details</th>
<th>Amount</th>
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<tbody>
<tr>
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</tbody>
</table>

Amount of charges paid
(see overleaf).
ANNEX IV.

To be returned to station master at ...................................................
through the station of ...........................................................
against ..........................................................

Station Master:

Returned with despatch note No. .............. of .............. from .............. to ..............
Re-consignment note No. .............. of .............. from .............. to ..............
Re-consignment note No. .............. of .............. from .............. to ..............

ANNEX V (Article 21).

ALTERATION IN THE TRANSPORT CONTRACT.

The station of .................................. Railway .................................. is requested
to make the following changes* in the Transport Contract of the under-mentioned consignment:

<table>
<thead>
<tr>
<th>Marks and numbers</th>
<th>Number</th>
<th>Nature of packing</th>
<th>Designation of the goods</th>
<th>Weight in kg.</th>
</tr>
</thead>
</table>

handed over for carriage with the ...........................................

Date ........................................ 19.... Consigned to M. ...................................
at ..........................................

1. Return the consignment to despatching station to M. ..................................
2. Hold up the consignment before arrival at destination pending further instructions.
3. Not deliver the consignment pending further instructions.
4. Deliver the consignment to M. ........................................ at ........................................

Railway station.

5. Only deliver the consignment on payment of ...................................

(in words)

for charges forward.

6. Deliver the consignment on payment of ...................................

(in words)

for charges forward in

lieu of the sum given on the way-bill for same.

7. Deliver the consignment without requiring payment in respect of cash forward charges.
8. Deliver the consignment free of charge.

........................................ (Place) ............................. (Date)

........................................ (Signature)

* Cross out the parts which are not necessary.

Station of .................................. Railway.

The above orders from the consignor are transmitted for necessary action under the conditions
laid down in the first paragraph of Article 22 of the Regulations on the transport of goods by rail.
They have been entered on the duplicate of the way-bill presented by the consignor. The papers

concerning payment on delivery given to the consignor have been ...................................

Acceptance. This is to confirm our telegram of ........................................ (date) No.

........................................ (Place) ............................. (Date)

........................................ (Signature)

No. 1529
TEMPORARY PROVISIONS

CONCERNING MODIFICATIONS IN AND ADDENDA TO THE TRAFFIC REGULATIONS GOVERNING THE THROUGH CARRIAGE OF PASSENGERS AND BAGGAGE BY RAIL BETWEEN THE U. S. S. R., LATVIA AND ESTONIA.

Ad Article 6.

Ad § r. — § r concerning the mark with which tickets must be provided shall not apply.

Ad Article 7.

Ad § r. — The text of § r is modified to read as follows: "Till they have completed the age of five years, children shall be carried free without a ticket, so long as a separate place for them is not claimed."

Ad § 2. — The provisions of § 2 relating to children of four years of age shall apply to children of five years of age.

Ad Article 18.

Ad § 3. — The provisions of § 3, paragraphs 2 and 3 shall not apply. They shall be replaced by the provisions of the laws and regulations in force in the country in which the breaches of the regulations mentioned were discovered.

Ad Article 20.

Ad § 4. — The use of the forms customary in internal traffic on the despatching railway shall also be allowed.

Ad Article 23.

Ad § 2. — The period of eight days fixed in § 2 (paragraphs 3 and 4) for the application of the tariff as modified by the other railways shall be replaced by a period of fifteen days.

Ad Article 26.

The provisions of Article 26 shall not apply. In their place it is agreed that the fund of sums paid shall be fixed and carried out by each railway in accordance with the laws and regulations in force and applicable on that railway.

Ad Article 31.

The provisions of Article 31 shall not apply. In their place it is agreed that, in case of total or partial loss of baggage, the railway shall be obliged to pay compensation, the amount of which shall be fixed in accordance with the laws of the country on whose territory the total or partial loss of baggage took place.

Ad Article 32.

§ 3. — The reference to Article 35 in § 3 concerning compensation for delay in delivery of baggage shall not apply.
Ad Article 33.

The provisions of Article 33 shall not apply. In their place it is agreed that, in case of depreciation in the value of baggage, the railway shall be obliged to pay compensation in accordance with the laws of the country on whose territory the said depreciation in the value of baggage took place.

Ad Article 34.

The provisions of Article 34 shall not apply and it is agreed that the sum payable as compensation for delay in delivery of baggage shall be fixed in accordance with the laws of the country to which the railway of destination belongs.

Ad Article 35.

The provisions of Article 35 shall not apply. Nevertheless, so far as the railways of the U. S. S. R. are concerned, the compulsory declaration of the value of baggage despatched, in accordance with the laws and regulations in force therein, shall only be enforced in respect of the part of the journey during which the said baggage is carried on the railways of the U. S. S. R.

Ad Article 36.

The provisions of Article 36 shall not apply and the compensation to be paid in the case of wilful default or gross negligence on the part of the railways shall be fixed in accordance with the laws of the country to which the railway responsible belongs.

Ad § 2. — The provisions of § 2, point 4, relating to claims for damage not externally apparent shall not apply.

Riga, October the twenty-ninth, One thousand nine hundred and twenty-five.

(Signed) A. Tchernikh.
           J. Seljamaa.
           H. Celmiņš.
           J. Pauluks.

TEMPORARY PROVISIONS
CONCERNING MODIFICATIONS IN AND ADDENDA TO THE REGULATIONS CONCERNING TRANSPORT OF GOODS IN THROUGH TRAFFIC ON THE RAILWAYS OF THE U. S. S. R., LATVIA AND ESTONIA.

Ad Article 4.

Ad § 1, point 1, and ad the following paragraphs referring to Annex 1. The list of articles, the carriage of which is subject to restrictions, together with the rules concerning the procedure in respect of carriage of same, shall be published in the form of Official Regulations.

No. 1529
The text of § r, point 2, paragraph b, shall be modified as follows:
That it be compulsory for carriage charges to be paid on despatch, for the whole journey up to the frontier station, and from the frontier station to the station to which the goods are consigned, in accordance with the tariff in force in each country. The payment for the journey between the frontier station and the station to which the goods are consigned must be made by the conveyer in the currency of the country to which the goods are consigned.

Ad Article 6.

Ad § 1. — In addition to the forms of the type reproduced in the Regulations, the type of way-bill customarily used on the despatching railway may also be allowed for internal traffic carried both as fast and as ordinary freight (tint en grande vitesse qu’en petite vitesse). In such cases each way-bill must be marked as follows, either in print or in writing, or by means of a stamp: “Through railway traffic between the U. S. S. R., Latvia and Estonia.”

Ad § 4. — The type of way-bill used for internal traffic as adopted for goods sent by fast freight (grande vitesse) (green stripe, etc.) shall have the same validity as the forms with a red stripe.

Ad § 6, point (e). — The consignor shall not be allowed to attach loose sheets bearing his signature to the way-bill.

Ad § 6. — Way-bills may not be marked “To be left at the station till called for” or “To be delivered at address given”, and outlays made by the railway under Article 19 (m), may not be stated thereon.

Ad § 6, point (n). — The consignor must state the route, and the stations at which Customs formalities are to be carried out.

Ad Article 7.

Ad § 5. — The extra charge shall be fixed, not according to the provisions of § 5, but according to the regulations for internal traffic on the railways concerned. The railway which has ascertained that an irregularity has been committed shall levy an extra charge only for that part of the journey which took place over its lines; it shall send copies of the official documents certifying the irregularities committed to the other railways to enable them to collect from the consignor or from the consignee such extra charges as may be due for carriage of goods over their lines.

Ad § 6. — § 6 shall be replaced by the following clause:

The extra charges to be levied under § 5 above shall be chargeable against the consignor by the despatching railway and against the consignee by the railway of destination, whatever be the place at which the facts justifying those extra charges were discovered.

Should the value of the goods not cover the amount of the extra charges, or should the consignee refuse the goods, the consignor shall pay the difference.

Ad § 8. — § 8 shall be replaced by the following clause:

Should it be found at the station of despatch or at an intermediate station that a wagon has been overloaded, the load in excess may be taken out of the wagon and despatched to the station to which the goods are consigned with fresh transport documents made out by the station at which unloading took place.

The extra overloading charge shall be levied for the journey actually travelled, according to the transport rates applicable to the main load, plus the extra charge provided for in § 5 above if necessary. If the goods have to be unloaded, the cost of that operation shall be charged according to the supplementary expenditure tariff of the railway unloading.
Ad Article 9.

Ad § 3. — Points (b), (c) and (d) of § 3 shall not apply.

Ad Article 11.

The periods allowed for delivery and the procedure provided for in this connection by the regulations in each country shall apply to the part of the journey travelled in that country instead of the periods and procedure provided for in Article 11.

Ad Article 12.

Ad § 6. — The consignor need not provide each package with a label mentioning the station of destination.

Ad Article 17.

The provisions of Article 17 shall be replaced by the following:

(1) On despatch the consignor shall be obliged to pay the despatching railway the full amount due for cost of carriage and any additional charges up to the frontier of the State on whose territory the station of despatch is situated. The tariff shall state whether the payment covers carriage up to the frontier of the State or up to the frontier station. The cost of carriage from that frontier to the station of destination must be paid by the consignee and shall be collected by the station of destination. In the same way the consignee must pay at the station of destination all charges of any nature which could not be foreseen when the goods were despatched and which became payable during the journey, should such charges not have been paid partly or in full by the consignor.

(2) Sums collected on despatch by the despatching station must be shown in detail both on the way-bill and on the duplicate.

Ad Article 18.

When a difference one way or the other has been found to exist, the national laws and regulations in force on the railways where this has occurred shall apply instead of the provisions of §§ 2, 3 and 4.

Ad Article 19.

The provisions of Article 19 shall not apply.

Ad Article 21.

The provisions of § 1, paragraph 2 concerning alterations in the conditions of repayment shall not apply.

Ad Article 31.

Paragraph (b) of § 1 shall read as follows:

(b) An allowance of 1% for all other dry goods subject to wastage during the journey, with the exception of dry salt, mineral ore and manure, the normal wastage
of which is fixed at 1.50 %, of anthracite, coke, brown and black coal, and coal and peat briquettes, the normal wastage of which is fixed at 2.50 %, and of maize the normal wastage of which is fixed at 1 % per 250 kilometres and not more than 3 %, whatever the distance travelled.

Ad Article 41.

The provisions of § 2 stipulating that an action concerning charges forward can only be brought by the consignor shall not apply.

Ad Article 42.

The provisions of § 2, point 4, concerning claims for non-apparent damages shall not apply.

Ad Article 44.

Point a of § 1 and point d of § 2 shall not apply in so far as they refer to repayment.

Ad Article 47.

The provisions of § 3 concerning the obligations of the despatching railway shall not apply.

Ad Article 49.

The provisions of Article 49 shall not apply.

RIGA, the twenty-ninth of October, One thousand nine hundred and twenty-five.

(Signed) A. Tchernikh.

Ju Seljamaa

H. Celmiņš

J. Pauluks.