

N° 1554.

**POLOGNE
ET TCHÉCOSLOVAQUIE**

Accord sur la navigation aérienne,
avec protocole de clôture et procès-
verbaux, signés à Prague, le 15
avril 1926, et échange de notes y
relatif, Prague, 2 avril 1927.

**POLAND
AND CZECHOSLOVAKIA**

Agreement on Aerial Navigation,
with Final Protocol and Procès-
Verbaux, signed at Prague, April
15, 1926, and Exchange of Notes
relating thereto, Prague, April 2,
1927.

¹ TRADUCTION. — TRANSLATION.No. 1554. — AGREEMENT BETWEEN ² THE REPUBLIC OF POLAND AND THE CZECHOSLOVAK REPUBLIC, ON AERIAL NAVIGATION. SIGNED AT PRAGUE, APRIL 15, 1926.

French, Czech and Polish official texts communicated by the Chargé d'Affaires a. i. of the Polish Delegation accredited to the League of Nations. The registration of this Agreement took place October 19, 1927.

THE REPUBLIC OF POLAND and THE CZECHOSLOVAK REPUBLIC, being desirous of maintaining aerial communication between Prague and Warsaw and further of promoting, facilitating and regulating the development of international air communication in the two countries, have decided, with this object, to conclude an agreement and have appointed as their Plenipotentiaries :

THE PRESIDENT OF THE REPUBLIC OF POLAND :

M. Sigismond LASOCKI, Envoy Extraordinary and Minister Plenipotentiary; and
M. Franciszek MOSKWA, Director of Department in the Ministry of Railways, Judge of the Arbitral Tribunal of Danzig ;

THE PRESIDENT OF THE CZECHOSLOVAK REPUBLIC :

M. Václav ROUBÍK, Minister of Public Works ;
and
M. Václav GIRSA, Envoy Extraordinary and Minister Plenipotentiary ;

Who, having communicated their full powers found in good and due form, have agreed as follows :

Article I.

POLISH UNDERTAKING.

1. The Czechoslovak Republic will grant to a Polish air navigation Company, specifically designated by the Polish State, to fly aircraft of Polish nationality, over its territory at regular intervals by the airway to Cracow or Katowice, on the one hand, and Vienna, on the other ;

2. Aircraft of the company thus designated shall be bound to land *en route* at the Customs aerodrome at Brno, subject to such conditions as may be laid down in the authorisation to be issued to the aforesaid company by the competent Czechoslovak administration ;

¹ Traduit par le Secrétariat de la Société des Nations.

¹ Translated by the Secretariat of the League of Nations.

² The exchange of ratifications took place at Warsaw, July 23, 1927.

3. The authorisation granted by the Czechoslovak State to the Polish company may not be transferred by that company, either in whole or in part, without the previous consent of the Czechoslovak State.

Article II.

CZECHOSLOVAK UNDERTAKING.

1. The Polish Republic will grant an authorisation to a single Czechoslovak air navigation company, specifically designated by the Czechoslovak State, to fly aircraft of Czechoslovak nationality over its territory at regular intervals by the air-way to Moravská Ostrava or Užhorod, on the one hand, and Podwoleczyska, on the other ;

2. Aircraft of the company thus designated shall be bound to land *en route* at the Customs aerodrome at Lwów, subject to such conditions as may be laid down in the authorisation to be issued to the said company by the competent Polish administration ;

3. The authorisation granted by the Polish State to the Czechoslovak company may not be transferred by that company, either in whole or in part, without the previous consent of the Polish State.

Article III.

TECHNICAL PROVISIONS.

1. The Czechoslovak Republic undertakes to provide at the Brno aerodrome and the Republic of Poland undertakes to provide at the Lwów aerodrome, free of charge, any installations which may be required to facilitate the intermediate landing of aircraft belonging to the airways mentioned in Articles I and II, more particularly :

- The use of the aerodrome and its signalling service ;
- Subject to budgetary limitations, sheds for the proper housing of the aircraft required for the services, or ground for such sheds ;
- Premises for offices, or ground for their installation ;
- Ground for repair workshops, for garages and for the storage of petrol ;
- The meteorological service, and, if necessary, the radio service.

2. Both States undertake to establish within the limits of budgetary possibilities, the ground installations necessary for the airways mentioned in Articles I and II.

3. The use by aircraft of radio-telegraphy and radio-telephony will form the subject of a special agreement in conformity with the regulations of the International Commission for Air Navigation.

4. Each State undertakes to give the company of the other such assistance as may be necessary in the event of forced landings, subject to the reimbursement of the actual expenditure.

5. Details concerning the facilities mentioned in the preceding paragraphs of the present Article will be laid down, in the authorisations referred to in Articles I and II, by the competent administrations of the respective States.

6. The said authorisations shall be delivered on application without delay, for the period of validity of the present Agreement, and shall be framed upon the same principles for each of the two companies.

Article IV.

POSTAL SERVICE.

The postal administrations of the two States shall grant the aforesaid companies, in virtue of special contracts, the necessary authorisation for the conveyance of postal matter by air.

Article V.

OBLIGATIONS OF THE COMPANIES.

1. Each of the aforementioned companies shall be bound to comply in the other State with the general laws and regulations in force therein.

Each company shall further be bound to comply in the aerodromes of the other State with the rules for air traffic and with the aerodrome regulations.

2. Neither company shall employ any person in the aerodromes of the other State or as members of crews on the airways mentioned in this Agreement, who is not a national of one of the Contracting States.

The employment of nationals of other States shall be permitted only with the previous consent of the two Contracting States.

5. Each Contracting State will have the right to require the company of the other State to produce a document issued by that State, certifying that the said company has taken all necessary measures to enable it to make good any damage caused by the navigation of its aircraft in the territory of the other State.

Article VI.

CUSTOMS AND PASSPORTS.

1. Aircraft, engines, spare parts and tools for use on the lines mentioned in Articles I and II shall be admitted provisionally duty-free.

2. Such material shall continue to be subject to supervision by the Customs administration; it may only be employed for the requirements of navigation for the purposes of the present Agreement.

3. Old material, for which Customs duty was not paid when it was brought into one of the Contracting States, must be re-exported unless the duties have since been paid. When old material of this sort is cleared through the Customs every possible facility for clearing will be allowed, within the limits of the laws, having regard to the conversion or uselessness of the said material.

4. Passengers in direct transit, with or without intermediate landing, shall not be required to comply with any Customs formalities but shall be subject to Customs supervision. Goods in transit without intermediate landing shall be exempt from Customs formalities. Goods in transit with intermediate landing shall be subject to Customs supervision and to payment of statistical duties, but not to Customs formalities or to payment of Customs duties.

5. Passengers in transit shall be required to obtain a valid passport, as long as the obligation to carry passports exists in either of the Contracting States. They shall, however, be exempt from the obligation to have their passports *visé* by the competent authority of the other State.

Article VII.

RIGHTS OF STATES.

1. The Contracting States shall have the right to revoke the appointments of the companies designated by them and to designate other companies in their place.

2. In such cases, the authorisation granted to the company previously designated shall cease to be valid and the newly designated company shall be provided without delay with a similar authorisation.

3. In this connection, a company whose appointment has been revoked by one State shall not be entitled to demand compensation of any description from the other State.

4. Either Contracting State may request the other Contracting State to revoke the appointment of the company designated by it if the latter has been guilty of repeated offences against the security of the State or of serious Customs contraventions.

5. Either of the aforementioned companies shall, at the demand of the other Contracting State, dismiss without delay any employee who has been guilty of offences endangering the security of that State or of offences in regard to smuggling.

Article VIII.

GENERAL PROVISIONS.

1. Should either of the Contracting States cease to be a Contracting Party to the Convention¹ relating to the Regulation of Aerial Navigation, of October 13, 1919, the present Agreement shall remain valid, and the two Contracting States undertake to supplement it in principle on the lines of the provisions of the said Convention by an agreement regulating general aeronautical questions.

2. With a view to the efficient exploitation of the airways mentioned in the present Agreement, the competent Air Administrations of the two States shall consult one another directly in regard to the execution of the provisions of the present Agreement, without having recourse to the diplomatic channel.

Article IX.

FINAL PROVISIONS.

1. The present Agreement shall be ratified ; the instruments of ratification shall be exchanged at Warsaw as soon as possible.

2. It shall come into force on the day of the exchange of the instruments of ratification and shall remain in force until December 31, 1930.

3. If neither of the Contracting States denounces it before January 1, 1930, it shall be held to be renewed by tacit agreement unless denounced by either State one year in advance.

In faith whereof, the above-mentioned Plenipotentiaries have signed the present Agreement.

Done at Prague, April the fifteenth, One thousand nine hundred and twenty-six, in French, in two copies, one for each of the Contracting States.

(L. S.) (Signed) Dr. Zygmunt LASOCKI. (L. S.) (Signed) Dr. V. GIRSA.
(L. S.) (Signed) F. MOSKWA. (L. S.) (Signed) Ing. Václav ROUBÍK.

FINAL PROTOCOL.

Before proceeding to sign the Agreement between the Republic of Poland and the Czechoslovak Republic concerning aerial navigation, and with a view to defining its scope more precisely, the undersigned Plenipotentiaries, duly authorised thereto, agreed as follows :

(1) It is understood that the conditions upon which the authorisations are granted to companies under Articles I and II of the present Agreement may, at the request of either Contracting Party, be revised by agreement between the two Contracting States ;

¹ Vol. XI, page 173 ; Vol. XXIV, page 174 ; and Vol. LIX, page 346, of this Series.

(2) Should the exploitation of one of the airways mentioned in Articles I and II have to be interrupted, the Contracting State which granted the authorisation to the company in question shall allow such interruption at the request of the other Contracting State and the authorisation shall not thereby lose its validity.

(3) In case the material mentioned in Article VI of the present Agreement, after having been provisionally admitted duty-free, should be disposed of in the territory of the other Contracting Party without payment of Customs duties, the company in question shall be bound, at the request of the competent Customs authority, and within a period fixed by that authority, to pay all Customs duties and other prescribed duties, together with the supplementary dues and interest attaching thereto ;

(4) As regards the flights with intermediate landings mentioned in Articles I and II of the present Agreement, the competent authorities of the State of transit shall approve the tariffs, time-tables and working regulations of the Company designated by the other State, after they have been approved by the competent authorities of the State to which the aforesaid company belongs.

In this connection, the company which operates the airway shall be bound to adjust its tariffs, time-tables and regulations to those of the airways passing through the State of transit and touching Brno or Lwów, as the case may be, due regard being had to the interests of the airways of the two Contracting States.

In faith whereof, the undersigned Plenipotentiaries have drawn up the present Protocol, which shall have the same force and validity as the Agreement to which it refers.

Done at Prague, April the fifteenth, One thousand nine hundred add twenty-six, in two copies, one for each of the Contracting States.

(Signed) Dr. GIRSA.

(Signed) Dr. Zygmunt LASOCKI.

(Signed) Ing. Václav ROUBÍK.

(Signed) F. MOSKWA.

PROCÈS-VERBAL.

On proceeding to sign the Agreement between the Republic of Poland and the Czechoslovak Republic concerning aerial navigation, the Polish Plenipotentiaries, duly authorised thereto, declare, at the request of the Czechoslovak Plenipotentiaries, that the International Air Navigation Company (formerly termed the Franco-Roumanian Company) has been authorised by the Government of the Polish Republic, in virtue of a contract dated July 20, 1921, for a period of ten years, to engage in the aerial transport of passengers, postal matter and goods by the airway from Warsaw to the frontier in the direction of Prague.

The Czechoslovak Plenipotentiaries take due note of this declaration.

Done at Prague, April the fifteenth, One thousand nine hundred and twenty-six, in two copies, one for each of the Contracting States.

(Signed) Dr. V. GIRSA.

(Signed) Dr. Zygmunt LASOCKI.

(Signed) Ing. Václav ROUBÍK.

(Signed) F. MOSKWA.

PROCÈS-VERBAL.

The undersigned Plenipotentiaries met this day to sign the Agreement between the Republic of Poland and the Czechoslovak Republic concerning aerial navigation.

On proceeding to sign the Agreement, being duly authorised thereto, they agreed as follows :

(1) In order to promote the development of commercial air navigation and international air communications between the two countries, the Contracting States will conclude a subsequent Agreement concerning the conditions for effective co-operation in regard to technical matters and air material.

(2) The competent administrations of the two Contracting Parties will endeavour, so far as their laws admit, to facilitate, the settlement of all administrative questions concerning the relations between themselves and the Companies mentioned in the present Agreement, and will proceed, in all such matters, with the utmost possible despatch.

In faith whereof, the undersigned have drawn up the present Procès-Verbal and have affixed their signatures thereto.

Done at Prague, April the fifteenth, One thousand nine hundred and twenty-six, in two copies, one for each of the Contracting States.

(Signed) Dr. V. GIRSA.

(Signed) Dr. Zygmunt LASOCKI.

(Signed) Ing. Václav ROUBÍK.

(Signed) F. MOSKWA.

PROCÈS-VERBAL.

1. On proceeding to sign the Agreement between the Republic of Poland and the Czechoslovak Republic concerning aerial navigation, the Polish Plenipotentiaries, duly authorised thereto, declare that the Polish Government designates the " Polska Linja Lotnicza — (P. L. L.) — Aerolot Company Limited ", within the meaning of Article 1 of the said Agreement, as the Company which is to operate the airway mentioned in that Article.

The Czechoslovak Plenipotentiaries take note of this statement and declare that the Czechoslovak Company referred to in Article II of this Agreement will be designated in due course.

2. The undersigned Plenipotentiaries have agreed at the same time on the text of the authorisation to be granted by the competent Czechoslovak administration to the above-mentioned Company designated by the Polish State.

This authorisation, the text of which is annexed hereto, will be issued to the Company in question, when the relevant provisions of the Czechoslovak law of July 29, 1925, (No. 172, Collection of Laws and Decrees) have been complied with.

3. The Plenipotentiaries have also agreed that the competent Czechoslovak administration shall grant to the Polish Company designated above, authorisation, within the meaning of Article 45 of the aforesaid law, to convey over Czechoslovak territory persons, postal matter and goods, by the airway to Cracow or Katowice, on the one hand, and Vienna, on the other, without landing in the said territory.

This authorisation will be valid until the issue of the authorisation mentioned above under paragraph 2. It will, however, expire on June 15, 1926, if on that date the P. L. L. Aerolot Company Limited has not submitted an application in due form to the Czechoslovak Ministry of the Interior, requesting legal authorisation to carry on commercial business in Czechoslovakia.

In faith whereof, the undersigned Plenipotentiaries have drawn up the present Procès-Verbal and have affixed their signatures thereto.

Done at Prague, April the fifteenth, One thousand nine hundred and twenty-six, in French, in two copies, one for each of the Contracting States.

I Annex.

(Signed) Dr. V. GIRSA.

(Signed) Dr. Zygmunt LASOCKI.

(Signed) Ing. Václav ROUBÍK.

(Signed) F. MOSKWA.

TEXTE TCHÈQUE. — CZECH TEXT.

ANNEXE.

Ministerstvo veřejných prací Republiky Československé uděluje společnosti « Polska Linja Lotnicza—(P. L. L.)—Aerolot, S. A. » k žádosti ze dne 15. dubna 1926 na základě §-u 17, zákona o letectví ze dne 8. července 1925 č. 172 Sb. z. a n. koncesi k živnostenskému provozu periodických letů pro dopravu osob a věcí na letecké trati směrem ke Krakovu neb Katovicím s jedné strany a směrem k Vídni s druhé strany, a zpět (§ 17 z a citovaného zákona :) pokud tato vede nad územím Republiky Československé, na dobu trvání československo-polské letecké dohody ze dne 15. dubna 1926, a to za těchto podmínek :

I.

1. Společnost jest povinna při provozu podniku zachovávatí všechny předpisy československé, upravující létání a příslušné řády platné pro letiště, které v době vydání koncesní listiny platí nebo budou později vydány, jakož i všechny předpisy Úmluvy o úpravě letectví ze dne 13. října 1919 a jejich doplňků. Společnost jest dále podrobena též všeobecným zákonům, nařízením a předpisům, platným v Republice Československé.

2. Společnost jest povinna zejména ustanoviti pro provoz svého podniku v Československu stálého ředitele ve smyslu odst. 4 § u 17 zákona č 172/1925 Sb. z a n., jímž může býti toliko státní příslušník československý nebo polský, znalý slovem i písmem státního jazyka československého, a oznámiti jej nejméně 14 dní před započatím provozu ministerstvu veřejných prací v Praze za účelem schválení.

3. a) Společnost jest povinna při provozu pravidelné dopravy osob, zavazadel a zboží na této trati přistávatí na státním civilním letišti v Brně, tím způsobem, že jest povinna přistáti v Brně v každém směru třikrát týdně v různých dnech ; lety s přistáním v Brně v neděli závisí od povolení ministerstva veřejných prací v Praze po dohodě se společností.

d) Nemohl-li by se konati let normální s povinným přistáním v Brně ve dnech ustanovených v jízdním řádě z jiných důvodů než meteorologických, jest společnost povinna vykonati následující den let náhradní s povinným přistáním v Brně, jestli podmínky meteorologické to dovolí.

c) Vedle letů uvedených v bodech a) a b) může společnost, vyžaduje-li toho její zájem, konati lety s přistáním v Brně neb bez něho. Tyto lety nemohou se však konati ve dnech, ve kterých se nekonaly pravidelné lety podle jízdního řádu s povinným přistáním v Brně ; nebylo-li však při letu s přistáním v Brně možno z důvodů meteorologických odletěti z Krakova (:Katovic) neb z

f) používání telefonu pro místní rozhovory a zasílání služebních depeší telegrafických, a radiotelegrafických pokud ředitelství letiště uzná předem ježích nutnost pro provoz,

g) službu signalisační,

h) spolužívání obvyklého zařízení dílen pro jednoho mechanika společnosti,

ch) používání nutných zařízení pro uložení materiálu a náhradních součástí,

i) používání služby meteorologické,

j) pomoc při příletu a odletu v době denní, v době noční pak při letech zpožděných nejnutnější pomoc, a bude-li noční služba na letišti všeobecně zavedena, pomoc jako ve dne ; pomocí nerozumí se ošetřování letadla,

k) na žádost společnosti obstarávání obchodních a správních služby společnosti.

2. Stát československý dá společnosti za náhradu vlastních výloh k dispozici pro opravy letadel mechaniky, montéry a pracovní síly v dílnách v Brně pod podmínkou, že tyto práce budou prováděny pod dozorem mechanika společnosti. Společnost nesmí však bez svolení ministerstva veřejných prací provozovati na státním civilním letišti v Brně žádnou jinou výdělečnou činnost než onu, která jest obsahem této koncese.

3. Pokud se týče pohonných hmot, budou tytéž výhody, jimž se těší ostatní cizozemské letecké společnosti v Československé Republice, přiznány také společnosti.

III.

1. Letadla, motory a náhradní součásti a nástroje, určené pro provoz podniku podle této koncese, budou při svém vstupu do Československa podrobeny celnímu záznamnímu řízení.

2. Tento materiál zůstane pod kontrolou celní správy a nesmí ho býti použito jinak, než ku provozu podle této koncese.

3. Vyřazený materiál, z něhož nebyly celní poplatky při vstupu do druhého smluvního státu zaplacený, musí býti opět vyvezen, nebude-li z něho clo dodatečně zaplacen. Dodatečné vycelení vyřazeného materiálu bude povolováno se všemi podle zákona přípustnými úlevami z důvodu přetvoření nebo zničení zmíněného materiálu.

4. Cestující v přímém průvozu letadly s přistáním nebo bez něho nebudou podrobeni žádnému celnímu řízení, podléhají však v případě přistání celní kontrole. Průvoz zboží bez přistání nepodléhá celnímu řízení. Zboží v průvozu s přistáním podléhá sice celnímu dozoru, nebude však rovněž podrobeno celnímu řízení ani celním poplatkům, vyjma poplatky statistické.

5. Pokud v Republice Československé nebo v Republice Polské trvá pasová povinnost, jsou cestující v transitu povinni vykázati se platným cestovním pasem, jsou však osvobozeni od jeho vidování se strany příslušných úřadů československých.

¹TRANSLATION.

ANNEX.

In accordance with the request dated April 15, 1926, and in virtue of Article 17 of the Law of July 8, 1925, on Air Navigation, No. 172 of the Code of Laws and Decrees, the Ministry of Public Works of the Czechoslovak Republic grants, on the conditions specified below, to the Company

¹ Translated by the Secretariat of the League of Nations.

known as "Polska Linja Lotnicza (P. L. L.) Aerolot S. A.", authorisation to provide a regular air transport service for passengers, goods and mails on the airway to Cracow or Katowice and also to Vienna, and a return service (Article 17, 2. (a) of the above-mentioned Law), so far as the airway in question passes over the territory of the Czechoslovak Republic, such authorisation to remain valid throughout the whole period of validity of the Czechoslovak-Polish Agreement on Air Navigation, signed on April 15, 1926. The conditions of authorisation are as follows :

I.

1. In operating the service the Company shall be bound to observe all the Czechoslovak ordinances regarding air navigation and the aerodrome regulations relating thereto in force at the time when authorisation is granted, or issued subsequently, and all the provisions of the Air Navigation Convention signed on October 13, 1919, and the Annexes thereto. The Company shall further be subject to the general laws, orders and provisions in force in the Czechoslovak Republic.

2. In particular, according to Article 17, paragraph 4, of Law No. 172/1925 of the Code of Laws and Decrees, the Company must, in order to carry on its business, appoint a permanent agent who must be either a Czechoslovak or a Polish national, speaking and writing the Czechoslovak official language. Not less than fourteen days before this agent enters upon his duties, the Company must communicate his name to the Ministry of Public Works for approval.

3. (a) When carrying passengers, luggage, goods or mails by the regular services of this airway, the Company's aircraft shall be bound to make an intermediate stop at the State Civil Aerodrome at Brno ; that is to say on the journey in either direction they must land there three times weekly on different days. For Sunday services with a stop at Brno authorisation must be obtained from the Ministry of Public Works at Prague by arrangement with the Company.

(b) If, for reasons other than that of weather conditions, the normal service with a compulsory stop at Brno cannot be provided on the day appointed in the time table, the Company shall be bound to provide a supplementary service on the following day, with a compulsory stop at Brno, if weather conditions permit.

(c) In addition to the air services referred to in paragraphs (a) and (b), the Company may, if it thinks fit, provide other services with or without a stop at Brno. Such flights may not take place on days when none of the regular services appointed in the time table with a compulsory stop at Brno have been provided. The Company may, however, provide through services without stop at Brno on days when, on account of weather conditions, it has not been possible at least 4½ hours before sunset to begin a flight from Cracow (Katowice) or Vienna with stop at Brno.

4. The Company shall begin to operate its services not later than a year after obtaining authorisation.

5. If requested by the Czechoslovak Postal Administration the Company shall be bound to carry air mails at rates fixed in accordance with Article IV of the Czechoslovak-Polish Air Navigation Agreement dated April 15, 1926.

6. In accordance with Articles 29-40 of Law No. 172/1925 of the Code of Laws and Decrees, the Company shall be liable in respect of any damage to the persons or property of third parties caused through the operation of the above-mentioned services. Before beginning its services it shall be bound to submit to the Ministry of Public Works at Prague a document issued by the Polish State certifying that it has taken all measures necessary to enable it to make good any damage resulting from the operation of its services in the territory of the Czechoslovak Republic.

7. The Company may employ as pilots and crews of its aircraft only absolutely reliable persons who fulfil the requirements of the International Convention on Air Navigation, signed on October 13, 1919, and the Annexes thereto. Such persons must be either Czechoslovak or Polish nationals. At the Brno Aerodrome also the Company may only employ nationals of one of these

two States. Departures from this rule cannot be permitted without previous sanction from the Ministry of Public Works at Prague.

8. If requested by the Ministry of Public Works at Prague the Company shall be bound to dismiss forthwith any employee guilty either of an act endangering the security of the Czechoslovak State, or of smuggling.

9. Tickets and notices issued by the Company in Czechoslovak territory, and notices on the property of the Company in that territory, must be worded first in the Czechoslovak language. Notices on aircraft intended for the use of the public must also be worded in Czechoslovak.

10. The concession shall terminate on the expiration of the validity of the Czechoslovak-Polish Air Navigation Agreement, dated April 15, 1926, or before that date in the circumstances referred to in Article 20 of Law No. 172/1925 of the Code of Laws and Decrees. The concession may, however, be suspended at any time if its terms are not complied with, or if it is shown that the provisions of Article 17, paragraph 6, of the Law of July 8, 1925, No. 172 of the Code of Laws and Decrees, have not been observed, and, in particular, if the Czechoslovak-Polish Air Navigation Agreement of April 15, 1926, has not been ratified within three months after signature. The concession may also be suspended if the Company's appointment is revoked by the Polish State in accordance with Article VII, paragraphs 1 and 4, of that Agreement, whether at the instance of the Polish State or at the request of the Czechoslovak State.

II.

1. In order to enable it to operate its services in accordance with the terms of this concession, the Czechoslovak State shall provide the Company, free of charge, with the following facilities at the State Civil Aerodrome at Brno.

(a) The use of the State Civil Aerodrome.

(d) Space for two of the Company's aircraft in one of the aerodrome hangars, the hangar to be lighted and if possible heated.

(c) The use of premises fitted up as an office, with heating, lighting and service.

(d) The use of an underground depot affording all the necessary safety and capable of holding 20,000 litres of petrol; and storage-room for the requisite quantity of oil.

(e) Motor transport for passengers, goods and mails between the aerodrome and Brno.

(f) The use of the telephone for local calls, and the transmission of service telegrams by wire or radio if the aerodrome management authorises them in advance as necessary for purposes of flight.

(g) The signalling service.

(h) The use of the existing workshops by any one of the Company's mechanics.

(ch) The use of the requisite premises for the storage of material and spare parts.

(i) The meteorological news service.

(j) Assistance on arrival and departure during the day and such assistance as is indispensable at night whenever a flight is delayed; and, if a night service is organised at the aerodrome, the same assistance as during the day, except that in this case "assistance" shall not include inspection of aircraft.

(k) The transaction of the Company's commercial and administrative business if it so desires.

2. For repairing aircraft the Czechoslovak State shall place mechanics, fitters and workmen at the Company's disposal at the Brno workshops, on reimbursement of the expenditure incurred on its behalf and on condition that such work is executed under the supervision of one of the Company's mechanics. The Company shall not be entitled, however, without the consent of the

Ministry of Public Works, to carry out at the State Civil Aerodrome at Brno any operations for purposes of gain other than those to which this concession refers.

3. As regards petrol, the Company shall possess the same privileges as those granted in Czechoslovakia to other foreign air navigation companies.

III.

1. Aircraft, engines, spare parts and equipment intended for the Company's services under the terms of this concession shall be subject to Customs registration before entering Czechoslovak territory.

2. Such material shall continue to be subject to supervision by the Customs Administration and may only be employed for the requirements of navigation within the terms of this concession.

3. Material not in use on which no Customs duty was paid on entry into one of the Contracting States must be re-exported unless the duties have since been paid. When such material is subsequently cleared through the Customs, all reductions allowed by law for material transformed or destroyed shall be taken into account.

4. Passengers in transit, whether with or without intermediate stop, shall not be required to discharge any Customs formalities, but shall be subject to Customs supervision in the event of an intermediate stop. Goods in transit shall be exempt from Customs procedure. Goods in transit with intermediate stop shall be subject to Customs supervision, but not to Customs procedure or to payment of Customs duties, except statistical fees.

5. So long as the obligation to possess passports exists in the Czechoslovak Republic or in the Polish Republic, passengers must be provided with a valid passport. They will not, however, require to have their passports *visé* by the competent Czechoslovak authorities.

EXCHANGE OF NOTES.

I.

N^o 47.641/IV-7/27.

PRAGUE, April 2, 1927.

YOUR EXCELLENCY,

With reference to the Agreement between the Republic of Poland and the Czechoslovak Republic concerning aerial navigation, signed at Prague on April 15, 1926, I have the honour, being duly authorised thereto, to inform Your Excellency as follows :

The meaning of the provisions of Article VI, paragraphs (1) and (2), of the aforesaid Agreement and of the provisions of paragraph (3) of the Final Protocol, is further defined by the following paragraphs :

“(1) As a guarantee for the duties and other prescribed dues in respect of the spare material mentioned in Article VI of the Agreement between the Czechoslovak Republic and the Republic of Poland concerning aerial navigation, signed at Prague on April 15th, 1926, the competent authorities of each of the Contracting States will accept a declaration by the Legation of the other Contracting State to the effect that its Government will, in case of need, keep back out of the State subsidies granted to its national air company the amount payable by that company, in respect of duties and other dues, to the State into which the above-mentioned spare material is imported, and that the said Government will forward such sum without delay, through the diplomatic channel, to the exchequer of the Customs authority which issued the payment order.

“ (2) No security will be required by the State which is flown over, in respect of aircraft of the other State passing in transit, with or without intermediate landing, over its Customs territory. ”

The above-mentioned provisions shall have the same force and validity as the said Agreement.

I beg to inform Your Excellency of the above, and would ask Your Excellency to signify acceptance by acknowledging receipt of this letter.

I have the honour, etc.

(Signed) Dr. K. KROFTA.

His Excellency Dr. Sigismond Lasocki,
Envoy Extraordinary and Minister Plenipotentiary
of the Polish Republic,
Prague.

II.

POSELSTWO POLSKIE,
No. 1048/27

PRAGUE, April 2, 1927.

YOUR EXCELLENCY,

By your letter of to-day's date with reference to the agreement between the Czechoslovak Republic and the Republic of Poland concerning aerial navigation, signed at Prague on April 15, 1926, you were good enough to inform me as follows :

The meaning of the provisions of Article VI, paragraphs (1) and (2), of the aforesaid Agreement and of the provisions of paragraph (3) of the Final Protocol, is further defined by the following provisions :

“ (1) As a guarantee for the duties and other prescribed dues in respect of the spare material mentioned in Article VI of the Agreement between the Czechoslovak Republic and the Republic of Poland concerning aerial navigation, signed at Prague on April 15, 1926, the competent authorities of each of the Contracting States will accept a declaration by the Legation of the other Contracting State to the effect that its Government will, in case of need, keep back out of the State subsidies granted to its national air company the amount payable by that Company, in respect of duties and other dues, to the State into which the above-mentioned spare material is imported, and that the said Government will forward such sum without delay, through the diplomatic channel, to the Exchequer of the Customs authority which issued the payment order.

“ (2) No security will be required by the State which is flown over in respect of aircraft of the other State passing in transit, with or without intermediate landing, over its Customs territory. ”

The above-mentioned provisions shall have the same force and validity as the said Agreement.

I have the honour, being duly authorised thereto, to acknowledge receipt of your communication, in regard to the contents of which the Polish Government is in agreement with the Czechoslovak Government.

I have the honour to be, etc.

His Excellency Dr. Kamil Krofta,
Envoy Extraordinary and Minister Plenipotentiary
of the Czechoslovak Republic,
Prague.

(Signed) Sigismond LASOCKI,