No 1778.

ALLEMAGNE, AUTRICHE, BELGIQUE, BULGARIE, DANEMARK, etc.

Convention internationale concernant le transport des marchandises par chemins de fer, avec annexes et protocolle, signés à Berne, le 23 octobre 1924, et procès-verbal, signé à Berne, le 18 octobre 1927.

GERMANY, AUSTRIA, BELGIUM, BULGARIA, DENMARK, etc.

International Convention concerning the Traffic of Goods by Rail, with Annexes and Protocol, signed at Berne, October 23, 1924, and Procès-verbal, signed at Berne, October 18, 1927.
1 Traduction. — Translation.

No. 1778. — International Convention concerning the Traffic of Goods by Rail (C. I. M.) Concluded between Germany, Austria, Belgium, Bulgaria, Denmark, the Free City of Danzig, Spain, Estonia, Finland, France, Greece, Hungary, Italy, Latvia, Lithuania, Luxembourg, Norway, the Netherlands, Poland, Portugal, Roumania, the Kingdom of the Serbs, Croats and Slovenes, Sweden, Switzerland and Czechoslovakia. Signed at Berne, October 23, 1924.

French official text communicated by the Netherlands Minister at Berne and by the Swiss Federal Council. The registration of this Convention took place July 12, 1928.

The Governments of the above-mentioned countries, having recognised the necessity of effecting numerous alterations in the International Convention of October 14, 1890, concerning

1 Traduit par le Secrétariat de la Société des Nations, à titre d'information.

1 Translated by the Secretariat of the League of Nations, for information.

2 Deposit of ratifications:
   Germany, Austria, Belgium, Bulgaria, Denmark, Free City of Danzig, Spain, Finland, France, Hungary, Italy, Latvia, Luxembourg, Norway, the Netherlands, Poland, Roumania, Saar Territory Governing Commission, Sweden, Switzerland and Czechoslovakia, October 18, 1927.
   Estonia, June 30, 1928.
   Kingdom of the Serbs, Croats and Slovenes, September 22, 1928.

Declaration:
The Government of the Kingdom of the Serbs, Croats and Slovenes considers itself fully bound by the decisions adopted by the Conference of October 18, 1927, with the exception that the time-limit of three months stipulated in the agreement in question for the entry into force of the new Conventions has been reduced, with the unanimous consent of the contracting States, so that the new régime may be applied in Yugoslav territory as from October 1st, 1928.

Portugal, December 1st, 1928.

Declaration:
The Portuguese Government considers itself as fully bound by the decisions adopted by the Conference of October 18, 1927, and from these decisions this convention shall enter into force in the territory of the Portuguese Republic three months after the date of the notification by the Swiss Government of the deposit of the instrument of ratification by the Portuguese Government, viz. on March 1st, 1929.

Greece, December 26, 1928.

Declaration:
The Hellenic Government considers itself as fully bound by the decisions adopted by the Berne Conference of October 18, 1927, with the exception that, in virtue of a declaration made by the Hellenic Government and approved by all the Contracting Parties, the new Conventions have been put into force on Greek territory as from October 1, 1928.

2 British and Foreign State Papers, Vol. 82, page 771.
the transport of goods by rail, as modified on July 16, 1895,¹ June 16, 1898,² and September 19, 1906, to which Convention the greater number of the above-mentioned countries were parties, have decided to conclude a new Convention concerning the transport of goods by rail, based on the draft which they have caused to be drawn up by agreement, and which is contained in the Procès-Verbal signed at Berne on June 8, 1923, and have appointed as their Plenipotentiaries:

**Germany:**
M. Eduard Hoffmann, Chargé d'Affaires in Switzerland.

**Austria:**
His Excellency M. Leo Di Pauli, Envoy extraordinary and Minister Plenipotentiary in Switzerland.

**Belgium:**
His Excellency M. Fernand Peltzer, Envoy Extraordinary and Minister Plenipotentiary in Switzerland.

**Bulgaria:**
M. Dimitri Mikoff, Chargé d'Affaires in Switzerland.

**Denmark:**
His Excellency M. Andreas de Oldenburg, Envoy Extraordinary and Minister Plenipotentiary in Switzerland.

**Free City of Danzig:**
His Excellency M. Jean de Modzelewski, Envoy Extraordinary and Minister Plenipotentiary of Poland in Switzerland.

**Spain:**
His Excellency M. Emilio de Palacios y Fau, Envoy Extraordinary and Minister Plenipotentiary in Switzerland.

**Estonia:**
M. Karl Menning, Chargé d'Affaires in Germany and in Switzerland.

**Finland:**
M. Urho Toivola, Director of the Finnish Secretariat accredited to the League of Nations.

**France:**
His Excellency M. Henry Allizé, Ambassador in Switzerland;
M. Maurice Sibille, Deputy;
M. Clément Colson, Vice-President of the Council of State.

**Greece:**
M. Vassili Dendramis, Chargé d'Affaires in Switzerland.

**Hungary:**
M. Félix Parcher de Terjékfalva, Chargé d'Affaires in Switzerland.

**Italy:**
His Excellency M. Carlo Garbasso, Envoy Extraordinary and Minister Plenipotentiary in Switzerland.

**Latvia:**
His Excellency M. Oskar Voit, Envoy Extraordinary and Minister Plenipotentiary in Germany and Switzerland.

¹ British and Foreign State Papers, Vol. 87, page 806.
² British and Foreign State Papers, Vol. 92, page 433.
Lithuania:
His Excellency M. Venceslas Sidziakauskas, Envoy Extraordinary and Minister Plenipotentiary in Germany, Chargé d’Affaires in Switzerland.

Luxemburg:
M. Antoine Lefort, Councillor of State, First Government Commissioner for Railways.

Norway:
His Excellency M. Johannes Irгенс, Envoy Extraordinary and Minister Plenipotentiary in Italy and Switzerland.

The Netherlands:
His Excellency M. Willem I. Doude van Troostwijk, Envoy Extraordinary and Minister Plenipotentiary in Switzerland.

Poland:
His Excellency M. Jean de Modzelewski, Envoy Extraordinary and Minister Plenipotentiary in Switzerland.

Portugal:
His Excellency M. Antonio M. B. Ferreira, Envoy Extraordinary and Minister Plenipotentiary in Switzerland.

Roumania:
His Excellency M. Nicolas Petresco-Comnene, Envoy Extraordinary and Minister Plenipotentiary in Switzerland.

Kingdom of the Serbs, Croats and Slovenes:
His Excellency M. Milutine Jovanovitch, Envoy Extraordinary and Minister Plenipotentiary in Switzerland.

Sweden:
His Excellency Baron Jonas M. Alström, Envoy Extraordinary and Minister Plenipotentiary in Switzerland.

Switzerland:
M. Giuseppe Motya, Federal Councillor, Head of the Political Federal Department.

Czechoslovakia:
M. Otakar Lankas, Head of Department in the Ministry of Railways.

Who, in the presence and with the participation of M. Jean Morize, Delegate of the Governing Commission of the Saar Territory,
Having communicated their full powers found in good and due form, agreed on the following Articles:

PART I.

PURPOSE AND SCOPE OF THE CONVENTION.

Article I.

Railways and Traffic to which the Convention shall apply.

§ 1. — The present Convention shall apply to all goods traffic handed in for transport with a through way-bill for a journey over the territory of at least two of the Contracting States, the said goods being carried exclusively over lines included in the list drawn up under Article 58 of the present Convention.

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§ 2. — The present Convention 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 choosing the form of way-bill to be used, claims the régime laid down in the internal regulations applicable to those railways, and that there is no opposition from either of the States.

Article 2.

Participation of Undertakings other than Railways.

§ 1. — In addition to railways, regular automobile or navigation services which complete a journey by rail and carry international traffic under the responsibility of a contracting State or of a railway included in the list referred to in Article 1, may also be entered on the said list.

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

§ 3. — Every 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.

Article 3.

Articles not to be accepted for transport.

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

(1) Articles the carriage of which is a postal monopoly in either or both 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 either or both 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 either or both of the States over whose territory the traffic is to pass;

(4) Unless otherwise provided in Annex I of the present Convention:

A. Explosives, viz.:

(a) Explosives for use in mines or for shooting;

(b) Ammunition;

(c) Inflammable substances and fireworks;
(d) Gases when compressed, liquified 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 Convention 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 Convention 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 traffic is to be carried 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 conventions between several States;

(3) Rolling stock running on its own wheels shall be accepted for despatch on condition that a railway 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 convoyer 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 convoyer 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 effect either that certain articles excluded by the present Convention shall be admitted for international transport between those States under certain conditions or that 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 accepted under certain conditions.
Article 5.

Obligation of the Railway to carry Goods.

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

(a) The consignor complies with rules laid down in the Convention;
(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.

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 Convention the consignor must submit a way-bill in the form laid down in Annex II of the Convention.

The way-bill must be printed on strong 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 in to French, German or Italian and
they may include a translation in 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 provisions exist, the consignor must add a translation in 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 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 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, substances liable to take fire spontaneously (see Annex 1) 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 10.

(n) The route which the consignor desires to be followed and the stations at which Customs or Excise clearances are to take place and 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 Convention.

The way-bill may not be replaced by other papers, and documents other than those authorised by the present Convention 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. — Articles which cannot be loaded together without inconvenience and without a breach of the regulations laid down by the Customs, Excise, financial, police or other administrative authorities, may not be entered on the same way-bill.

§ 9. — 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";
"By order of";
"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 waggon the tare marked thereon, unless special weighing of the waggon 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 waggon 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:

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

per kilogramme gross weight of the whole package.
Should the regulations in force in respect of internal traffic on the railway on which the offence has been discovered provide for lower extra charges, the latter shall be levied.

(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 point of departure to the point 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 a lower minimum, the latter shall be applied.

(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 waggon loaded by the consignor be overloaded, the extra charge shall be six times the cost of carriage, between the station of despatch and the station
of destination, of the excess weight over the limit to which the waggon may be loaded. There shall be an extra charge when the load of a waggon exceeds the maximum load as hereinafter defined:

When a waggon 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 waggon may be loaded shall then be regarded as this normal load, plus five per cent.

When a waggon 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 waggon may be loaded.

(e) If in the case of the same waggon the weight given is less than the real weight and the waggon 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 waggon, 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 waggon has been overloaded, the load in excess may be taken out of the waggon even if an extra charge is not due. The consignor shall, if necessary, be requested without delay through the station of despatch to notify how he desires the excess load 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 bearing the date of acceptance being affixed to the way-bill.

§ 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 is 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 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 various categories of goods carried, and particularly with regard to the speed of the traffic in question (i.e. ordinary or fast freight). If, in the case of all goods or of certain goods or of traffic over certain routes, a railway has a tariff system which only provides for transport at a single speed, then that tariff system may be applied to goods, carried both on the white way-bill and on the fast freight bearing red stripes, under the conditions in respect of time allowed for delivery laid down in respect of each of these way-bills in Article 6, §§ 4 and 11.

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 Convention. 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 completed 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 its application shall not be subject to conditions which have not been fulfilled.

(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), paragraph 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), paragraph 2, and that its application shall not be subject to other conditions which have not been fulfilled.

(f) Under all the cases referred to above, time limits 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, save 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 that the goods are being carried over a route other than that which he indicated.

(h) In the cases referred to in (b), (c) and (e) (paragraph 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 on the part of the railway.

§ 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 purported 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 11.

Time allowed for delivery.

§ 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 railways 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 over a route where is no railway,
  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 days.

§ 4. — The additional time periods allowed in view of the circumstances mentioned under
(a) of § 3 above must be shown in the tariffs.
The additional time 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.

Time occupied in carrying out the operation provided for in §§ 2 and 3 of Article 7 or during
delay caused by an alteration in the transport contract ordered by the consignor under Article
21 shall also not be included in the periods allowed.

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 police 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 railways of State may also apply the said tariffs in international traffic with extended periods.

Article 12.


§ 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 regularly 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 Convention. 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 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, financial, Excise, police and other administrative authorities. Customs sealing.

§ 1. — The consignor must attach to the way-bill all papers which should accompany the goods and which are necessary for the carrying out of the formalities with regard to the Customs, financial, Excise, police and other administrative authorities which must be complied with before delivery of the goods to the consignee. 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 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, Finance, Excise, Police and other administrative authorities.

§ 1. — During the journey the railway shall comply with the formalities required by the Customs, Finance, Excise, 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, Finance, Excise, 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 provides 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 consignor's agent nor the consignee complete the Customs formalities within a time limit laid down in the regulations in force at the station of destination, the railway may, should the consignee not have paid the charges due on the way-bill, proceed as laid down in this Article.

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.

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 and applicable 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 pre-payment 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 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 13.

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 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 charges due on the way-bill not have been paid, the consignor shall be liable for paying to the railway any differences that may be due to it. Should the said charges have been paid 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, either 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 the carrying out of them 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 Convention.

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 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 or 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 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 be despatched, 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 tariffs 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 1.

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 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 Convention 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 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 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 decay, extraordinary leakage, dessication and dispersion of certain goods which, owing to their peculiar nature, are particularly disposed to 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 Convention 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 Convention 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 the goods were accepted for transport. Compensation shall not, however, exceed 50 fr. 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.

Article 30.

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 have been placed at his disposal, within thirty days following the expiration of the time limits as calculated in Article 11.

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 to 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 railways 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 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:

<table>
<thead>
<tr>
<th>Liquorice,</th>
<th>Hops,</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kaspet and ground dyes,</td>
<td>Wool,</td>
</tr>
<tr>
<td>Woods,</td>
<td>Fresh vegetables,</td>
</tr>
<tr>
<td>Hoofs,</td>
<td>Fresh putty,</td>
</tr>
<tr>
<td>Horsehair,</td>
<td>Bones (whole or ground),</td>
</tr>
<tr>
<td>Leather,</td>
<td>Hides,</td>
</tr>
<tr>
<td>Shreds of hides,</td>
<td>Dried fish,</td>
</tr>
<tr>
<td>Bark,</td>
<td>Roots,</td>
</tr>
<tr>
<td>Fresh tobacco leaves,</td>
<td>Soap and hard oils,</td>
</tr>
<tr>
<td>Furs,</td>
<td>Salt,</td>
</tr>
<tr>
<td>Fresh fruit,</td>
<td>Pig's bristles,</td>
</tr>
<tr>
<td>Dried or cooked fruit,</td>
<td>Cut tobacco,</td>
</tr>
<tr>
<td>Fats,</td>
<td>Animal sinews.</td>
</tr>
</tbody>
</table>

(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.

No. 1778
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 1/10th of the period allowed — 1/10th of the cost of carriage;

In case of delay exceeding 1/10th and not exceeding 2/10ths of the period allowed — 2/10ths of the cost of carriage;

In case of delay exceeding 2/10ths and not exceeding 3/10ths of the period allowed — 3/10ths of the cost of carriage;

In case of delay exceeding 3/10ths and not exceeding 4/10ths of the period allowed — 4/10ths of the cost of carriage;

In the case of any delay for a time exceeding 4/10ths of the period allowed — 5/10ths 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 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 1/10th of the time allowed for delivery — 2/10ths of the cost of carriage;

In the case of delay exceeding 1/10th and not exceeding 2/10ths of the time allowed for delivery — 4/10ths of the cost of carriage;

In the case of delay exceeding 2/10ths and not exceeding 3/10ths of the time allowed for delivery — 6/10ths of the cost of carriage;

In the case of delay exceeding 3/10ths and not exceeding 4/10ths of the time allowed for delivery — 8/10ths of the cost of carriage;

In the case of delay for a time exceeding 4/10ths 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 Articles 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 as originals or, if copies are submitted, they must be 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 and the cause of the damage 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.
Article 44.

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

§ 1. — Acceptance of the goods brings 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 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 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 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 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, 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 makes 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 § 1 of Article 16 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 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 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 readjustment 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 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.

§ 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.

§ 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:

1) 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 (petite 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.
§ 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.

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 Convention, the national laws and regulations concerning transport in each State shall be applied.

No. 1778
Article 54.

General Rules for Procedure.

In the absence of any provisions to the contrary in the present Convention, the procedure to be followed in respect of disputes arising out of transport of goods to which the present Convention applies, 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 Convention, 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 which grant 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 of goods 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 sum indicated in francs in the present Convention or its Annexes shall be regarded as referring to the gold franc, reckoned at 1/5.18 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 carriage charges, charges forward, accessory and other charges, in the units of 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).

Article 57.

Central Office for International Transport by Rail.

§ 1. — In order to facilitate and ensure the carrying out of the present Convention, a Central Office for International Transport by Rail shall be established and shall have the following duties:
(a) To receive communications from each of the Contracting States and from each of the railways concerned, and to bring such communications to the notice of other States and railways;
(b) To collect, collate and publish information of every kind connected with the service of international transport;
(c) To give awards at the request of the parties concerned regarding any disputes which may arise between railways;
(d) To facilitate the financial relations between the various railways rendered necessary by the service of international transport and the recovery of debts, and with this object to ensure the continuance of relations between the various railways.

(e) To examine requests for the amendment of the present Convention and, whenever necessary, to propose the convening of the Conferences provided for in Article 60.

§ 2. — Special regulations contained in Annex VI of the present Convention shall lay down the seat, composition and organisation of this office, and the means required for the exercise of its activities. These regulations and any amendments to them made by agreements between the various contracting States shall have the same value and duration of validity as the Convention.

Article 58.

List of lines to which the Convention applies.

§ 1. — The Central Office provided for under Article 57 shall be entrusted with the duty of drawing up the list of the railways under the present Convention and keeping it up to date. For that purpose, the Office shall receive notifications from the Contracting States regarding the entry on, or removal from, this list of a railway or one of the undertakings mentioned in Article 2.

§ 2. — The entry of a new railway into the International Transport Service shall not take place until one month after the date of the letter from the Central Office notifying its entry to the other States.

§ 3. — The Central Office shall remove a railway from the list immediately it receives from the Contracting State, at whose request the railway in question was entered on the list, a notification to the effect that that railway is no longer in a position to satisfy the obligations imposed on it by the Convention.

§ 4. — The mere receipt of a notice from the Central Office shall be sufficient to entitle each railway immediately to cease to transact international transport business of any kind with the railway which has been struck off the list, except for current traffic already on rail, which must be carried to its destination.

Article 59.

Admission of new States.

§ 1. — Any State not a signatory to the present Convention, desiring to accede thereto, shall apply to the Swiss Government, which shall communicate its request to all the States parties to the Convention with a note from the Central Office concerning the position from the point of view of international transport of the railways of the State making the request.

§ 2. — If, within six months from the despatch of the notice in question, at least two States have not informed the Swiss Government of their opposition, the request shall be granted as of right, and the Swiss Government shall notify the State making the request and all States parties to the Convention to that effect.

In the contrary case, the Swiss Government shall notify all States and the State making the request that consideration of the request is postponed.

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§ 3. — Admission shall become operative one month after the date of the despatch of the notice by the Swiss Government.

Article 60.

Revision of the Convention.

§ 1. — A Conference of delegates of the Contracting States for the revision of the Convention shall be convened by the Swiss Government not later than five years after the coming into force of the modifications adopted at the last Conference.
A Conference may be held before this period at the request of at least one-third of the Contracting States.

§ 2. — In order to keep Annex I up to date, a Committee of Experts is hereby established. Its organisation and duties are laid down in regulations which constitute Annex VII of the present Convention. The decisions of this Committee shall be immediately communicated to the Governments of the States parties to the Convention through the Central Office. They shall be regarded as accepted unless within two months of the date of notification at least two Governments have made objection. They shall come into force on the first day of the third month after that month in which the Central Office has notified the Governments of the Contracting States that they have been accepted. The Central Office shall draw attention to the date when communicating decisions.

Article 61.

Supplementary provisions.

§ 1. — Supplementary provisions which certain Contracting States or certain railways parties to the Convention may think necessary to publish with a view to the carrying out of the Convention shall be communicated by them to the Central Office.

§ 2. — Agreements concluded with a view to the adoption of these provisions may be put into force on the railways which have acceded thereto in the manner provided for in the laws and regulations of each State without the International Convention being affected thereby.
The fact that they are being put into force shall be notified to the Central Office.

Article 62.

Duration of the Undertaking entered into by Accession to the Convention.

§ 1. — The duration of the present Convention is indefinite. Nevertheless, any State party thereto may withdraw under the following conditions:
The original undertaking shall be valid up to the 31st December of the fifth year following the coming into force of the present Convention. Any State desiring to withdraw at the end of that period must give notice to that effect at least one year previously to the Swiss Government, which will notify all the States parties to the Convention.
Should no notification be given within the prescribed period, the undertaking shall automatically be extended for a period of three years, and again for successive periods of three years, unless denounced at least one year before the 31st December of the last year of any one of the successive periods of three years.

§ 2. — New States becoming parties to the Convention during the period of five years, or during one of the periods of three years, are bound until the end of that period, and then until the end of each of the successive periods unless they have denounced their undertaking at least one year before the expiry of one of these periods.

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Article 63.

Texts of the Convention and their respective Values.

The present Convention has been concluded and signed in the French language in accordance with the established diplomatic practice.

The German and the Italian texts, which have the value of official translations, are attached to the French text.

Should there be any difference, the French text is authentic.

In faith whereof the above-mentioned Plenipotentiaries and the Representative of the Governing Commission of the Saar Territory have signed the present Convention.

Done at Berne, the twenty-third day of October, one thousand nine hundred and twenty-four, in a single copy, which will remain deposited in the archives of the Swiss Confederation and of which an authenticated copy will be transmitted to each of the Signatory Powers.

For Germany:
Eduard Hoffmann.

For Austria:
Dr. Leo di Pauli.

For Belgium:
Fernand Peltzer.

For Bulgaria:
D. Mikoff.

For Denmark:
A. Oldenburg.

For the Free City of Danzig:
J. Modzelewski.

For Spain:
Emilio de Palacios.

For Estonia:
K. Menning.

For Finland:
Urho Toivola.

For France:
H. Allizé.
Maurice Sibille.
C. Colson.

For Greece:
Vassili Dendramis.

For Hungary:
F. Parcher de Terjékfalva.

For Italy:
Garbasso.

For Latvia:
Dr. O. Voit.

For Lithuania:
V. Sidziakauskas.

For Luxembourg:
LeFort.

For Norway:
J. Irgens.

For the Netherlands:
W. Doude van Troostwijk.

For Poland:
J. Modzelewski.

For Portugal:
A. M. Bartolomeu Ferreira.

For Roumania:
N. P. Comnène.

For the Saar Territory Governing Commission:
J. Morize.

For the Kingdom of the Serbs, Croats and Slovenes:
M. Jovanovitch.

For Sweden:
Alströmer.

For Switzerland:
Motta.

For Czechoslovakia:
Dr. Lankaš.
ANNEXE I.
(Article 4.)

PRESCRIPTIONS RELATIVES AUX OBJETS ADMIS AU TRANSPORT
SOUS CERTAINES CONDITIONS

(Texte issu des délibérations de la Commission d’experts de l’Annexe I, de mai et de novembre 1925,
et de juillet 1926.)

Observation préliminaire.

Les marchandises inscrites dans l’annexe I doivent être désignées dans la lettre de voiture sous
la dénomination admise dans l’annexe.
Les objets qui, rentrant dans la définition des classes I, II et VI, n’y sont pas dénommés, sont
exclus du transport. Les objets qui, rentrant dans la définition des classes III, IV et V, n’y sont pas
dénommés, sont admis au transport sans condition.
Les matières énumérées dans l’annexe I ne peuvent être comprises dans un même emballage ensemble
ou avec d’autres objets, à moins que l’annexe I ne l’autorise. Elles peuvent être chargées dans un même
wagon ensemble ou avec d’autres objets, à moins que l’annexe I ne l’interdise.
Lorsque l’annexe I prévoit l’inscription de certaines mentions sur les emballages, celles-ci doivent
être accompagnées du signe C.
S’il s’agit d’une marchandise de la classe I, la désignation précitée de la marchandise doit être
soulignée en rouge par l’expéditeur sur la lettre de voiture.
En tant que l’annexe I ne contient pas de prescriptions contraires, l’acceptation au transport en
grande vitesse des objets énumérés dans l’annexe I n’est soumise à aucune restriction.
En tant que les prescriptions ci-après prévoient l’apposition d’une étiquette conforme aux modèles
N° 1, N° 2 ou N° 3 figurant à la fin de l’annexe I, la fixation, par l’expéditeur, de ces étiquettes sur
les colis se fera de préférence en les collant ou clouant ; ce n’est qu’au cas où la nature des colis ne le
permettrait pas, qu’elles seraient collées sur des cartons ou tablettes solidement attachés aux colis.
Des étiquettes du même modèle doivent être apposées par le chemin de fer, avant le commence-
ment du chargement, sur les deux côtés des wagons. Les étiquettes seront clouées ou collées, soit à l’endroit
ad hoc, soit sur une tablette attachée à la cloison, soit encore fixées de toute autre manière qui les main-
tienne solidement.

Classe I.

Matières sujettes à l’explosion.

Ia. Explosifs de mine ou de tir 1.

Sont admis au transport :
1° La nitrocellulose (fulmi-coton, fulmi-coton pour collodion), à savoir :
   a) Sous forme d’ouate et non comprimée, contenant au moins 25 % d’eau ou d’alcool
      (75 parties de matière sèche, et 25 parties de liquide) ;
   b) Comprimée, contenant au moins 15 % d’eau (85 parties de matière sèche et 15
      parties d’eau).

La nitrocellulose doit satisfaire aux conditions de stabilité suivantes :
La nitrocellulose chauffée pendant deux heures à une température de 134° Centigrade
ne doit pas dégager plus de 3 centimètres cubes d’oxyde d’azote pour 1 gramme de nitrocel-
 lulose ; la température de détonation doit être supérieure à 180° centigrade.

2° Le trinitrotoluol, ainsi que le trinitrotoluol dit liquide (mélange neutre de toluols nitrés
liquide à la température ordinaire). Ces matières ne doivent pas être plus dangereuses que
le « trinitrotoluol az » chimiquement pur.

1 Les substances non utilisées en vue du tir ou pour provoquer des explosions, que le contact d’une
flamme ne peut faire détoner et qui ne sont pas plus sensibles au choc ou à la friction que le denitrobenzol,
ne rentrent pas dans les explosifs au sens des présentes dispositions.
ANNEX I.
(Article 4.)

REGULATIONS CONCERNING ARTICLES ACCEPTED FOR CARRIAGE,
SUBJECT TO CERTAIN CONDITIONS.

(Text resulting from the discussions of the Committee of Experts on Annex I in May and December 1925,
and in July 1926.)

Preliminary observation.

The goods specified in Annex I must be noted on the way-bill under the description provided for in the Annex.

Articles covered by the definition given in respect of Classes I, II and VI, but not specified in the Annex, shall not be accepted for carriage by rail. Articles covered by the definitions given for Classes III, IV and V, though not specified therein, shall be accepted for carriage unconditionally.

Substances enumerated in Annex I cannot be packed together, or along with other articles, unless Annex I allows of this being done. They may be stowed in the same wagon together or along with other articles, unless Annex I forbids such a practice.

Where Annex I lays down that certain information is to be marked on the packing, such information must be accompanied by the sign "¢".

In the case of goods coming under Class I, the above-mentioned designation of the goods must be underlined in red on the way-bill by the consignor.

Except as otherwise provided in Annex I, there shall be no restriction on the acceptance for transport by "grande vitesse" of the articles enumerated in Annex I.

When the regulations provide for the affixing of a label in accordance with models No. 1, No. 2 or No. 3, given at the end of the Annex, the consignor shall when possible affix such labels to the packages by pasting them or nailing them on. Only if the nature of the packages does not allow of this being done, may they be pasted on to cards or tabs, securely attached to the packages.

Labels of the same type must be affixed on both sides of the wagons by the railway before loading commences. Labels must be nailed or pasado on, either in a space specially provided for the purpose or on a board attached to the side of the wagon, or also fixed in some other way which ensures their remaining in place.

Class I.

Substances liable to explosion.

1. Mining explosives and propellants 1.

(1) The following will be accepted for conveyance:

1. Nitrocellulose (gun-cotton, gun-cotton for collodion), i.e.

   (a) In the form of wadding, and not compressed, containing not less than 25 % of water or alcohol (75 parts of dry matter to 25 parts of liquid);

   (b) Compressed, containing not less than 15 % of water (85 parts of dry matter to 15 parts of water).

Nitrocellulose must comply with the following conditions of stability:

When heated for two hours at a temperature of 132° C, it must not give off more than 3 cc. of oxide of nitrogen per gramme of nitrocellulose; the temperature of detonation must be above 180° C.

(2) Trinitrotoluol and the so-called liquid trinitrotoluol (neutral mixture of nitrated toluol liquid at an ordinary temperature). These substances should not be more dangerous than chemically pure "trinitrotoluol α".

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1 Substances which are not used as propellants or for causing explosions, which cannot be detonated by contact with fire, and which are not more sensitive to shock or friction than dinitrobenzol, shall not be regarded as explosives within the meaning of the present regulations.
(3) Picric acid should not contain any impurity which might make it more dangerous than the chemically pure product.

(4) Organic nitric bodies, not more dangerous than picric acid intended for scientific or pharmaceutical use, consigned in quantities not exceeding 500 grammes each, or 5 kg. in all, net weight, equivalent to a gross weight of 15 kg.

CONDITIONS OF TRANSPORT.

The carriage of explosives shall be subject to the following provisions:

A.

Packing.

1. (1) Nitrocellulose (gun-cotton, gun-cotton for collodion).
   Nitrocellulose in the form of wadding, not compressed and containing not less than 25% of water or alcohol (a), and compressed nitrocellulose containing not less than 15% of water (b) must be packed in strong wooden receptacles, watertight and securely closed, impervious to the passage of water or alcohol as the case may be. Stout and impermeable cardboard cases may be used in the place of wooden receptacles.

(2) Trinitrotoluol must be packed in stout wooden receptacles, watertight and securely closed. Stout and impermeable cardboard cases may be used in the place of wooden receptacles.

So-called liquid trinitrotoluol may be packed either in strong wooden receptacles, watertight and securely closed, or in iron receptacles; the latter must have lids, closing hermetically, but capable of opening, in case of fire, under pressure of the gas given off within the receptacle.

(3) Picric acid must be well packed in strong wooden receptacles, watertight and securely closed. Strong and impermeable cardboard cases may be used in the place of wooden receptacles. Substances containing lead (mixtures or compounds) may not be used for packing.

(4) Preparations of organic nitration bodies must be well packed in glass or stone receptacles, watertight and securely closed; these receptacles, in their turn, must be firmly packed in strong wooden containers, water-tight and securely closed.

2. The gross weight of a package coming under categories (1), (2) and (3) should not exceed 60 kg. when the goods are packed in cases, or 100 kg. when the goods are packed in casks which can be rolled.

The gross weight of a package of the kind enumerated under (4) should not exceed 15 kg.

3. All such packages must bear labels in accordance with model No. 1. Furthermore, packets containing picric acid must be marked in conspicuous red letters "Picric Acid".

B.

Certificates, Way-bills.

1. In respect of any consignment, the consignor and a chemical expert, approved as such by the despatching railway, must certify on the way-bill that the character of the goods and the packing comply with the above regulations. A certificate from an expert may be dispensed with if a special declaration from a competent authority to the same effect is attached to the way-bill and its existence noted thereon.

2. The Contracting States over whose territories the goods are to be carried shall specify, in their own laws, any further certificates which may be required.

C.

Rolling stock.

1. Explosives of every kind whatsoever must be carried in closed goods wagons.

2. Wagons having their sides or roofs cased with lead may not be used for the carriage of picric acid.

No. 1778
D.
Loading.

1. Explosives may not be stowed in the same wagon as the articles enumerated under I c, I d, I e, II, III and V.

2. Materials containing lead (mixtures or compounds) may not be stowed in the same wagon as picric acid.

E.
Method of transport.

These goods may not be carried by "grande vitesse".

1 b. Ammunition.

The following may be accepted for transport:

1) Fuses, non-primed.

   a) Quick burning fuses (fuses composed of thick tubing with a large-diameter core of black powder, or with a core of threads of nitrated gun-cotton. For slow burning fuses, see I e, (1) (c)).

   b) Instantaneous detonating fuses (consisting of thin-walled narrow metallic tubes, having a core of explosive not more dangerous than pure picric acid, or of narrow fabric tubing, with a core of explosive matter not more dangerous than black powder).

2) Non-detonating primers (primers which do not produce an explosive effect either with the aid of explosive caps or any other means).

   a) Percussion caps for fire-arms (metal caps), for cartridges (cardboard cups) containing not more than 40 milligrams of explosives, the projecting rim of the cardboard to be at least twice as high as the diameter of the explosive contained.

   b) Empty cartridge cases, with caps, for firearms.

   c) Quick matches, even fitted with screw, electric igniters without detonator, friction tubes, and other similar igniters containing a light charge of black powder exploded by friction, percussion or electricity.

   d) Fuses for projectiles without primings or other means of producing an explosion; primings for projectile fuses.

3) Railway fog-signals.

4) Safety cartridges.

   a) Complete cartridges, with all-metal cases. The bullets or shot must be irremovably fitted into the cases in such a way that the powder charge cannot shift.

   b) Completed cartridges, with part-metal cases. The whole of the powder charge must be contained in the metal base of the cartridge and secured therein by a plug or wad; the cardboard must be strong enough not to break during transport.

   c) Completed central-fire cardboard cartridges. The cardboard must be strong enough not to break during transport.

   d) Flobert cartridges loaded with ball.

   e) Flobert cartridges loaded with shot.

   f) Flobert cartridges not loaded with ball or shot.

Conditions of transport.

A.
Packing.

In the case of (1).

1. Unprimed fuses must be packed in wooden receptacles (cases or casks), strong, water-tight and securely closed, so that no wastage or shifting can take place; such cases or casks must not be
fitted with iron hoops or bands. Stout and impermeable cardboard cases may be used in place of wooden receptacles.

2. The gross weight of a package containing fuses must not exceed 60 kg.

3. Every package must bear a label as shown in model No. 1.

   In the case of (2).

1. Non-detonating primers must be packed in wooden receptacles (cases) which are strong impermeable and securely-closed; the following may also be used:
   Wooden casks for the fuses enumerated under (a);
   Sacks for the empty cartridge cases referred to under (b);
   Wooden tubs or strong and impermeable cardboard containers for the electric primers without detonators referred to under (c).

2. Before the fuses referred to under (a) are placed in the containers, the following regulations must be complied with:
   (1) Caps, whose explosive priming is exposed must be solidly packed in sets of not more than 1,000; caps whose explosive priming is covered, in sets of not more than 5,000 in tin receptacles, stiff cardboard boxes, or small wooden boxes.
   (2) Percussion caps for cartridges must be solidly packed in sets of not more than 1,000, in stiff cardboard boxes. Such boxes must have a brimmed lid and be securely corded. A case should contain not more than ten boxes and should be lined with felt 1 cm. thick or with some similar substance.

3. The primers referred to under (c) and (d) must be packed in the receptacles in such a way that no shifting is possible.

4. No package containing primers enumerated under (a), (c) and (d) should weigh more than 100 kg.

   In the case of (3).

1. Railway fog-signals must be packed in cases made out of planks not less than 22 mm. thick, well joined, fitted together with wood-screws, completely water-tight, and encased in outer water-tight container. The latter must not have a content of more than 60 cubic decimetres.

2. Railway fog-signals must firmly be packed in waste paper, sawdust or plaster, or be carefully arranged in rows and kept apart, so that they cannot come in contact with each other or with the sides of the case.

3. Each package must bear a label as in model No. 1.

   In the case of (4).

1. Safety cartridges must be very carefully packed in receptacles of tin or wood, or in strong cardboard boxes, in such a way that no shifting is possible. The receptacles must be close-packed, in tiers, in strong water-tight, securely fastened wood cases. Empty spaces must be filled up with cardboard, paper, tow, wood fibre or wood shavings — dry and free from grease — so as to avoid shaking.

2. The gross weight of a package must not exceed 100 kg.

B.

Certificates, Way-bills.

1. In the case of the instantaneous detonating fuses mentioned under (1) (b), the way-bill must bear a certificate from a chemical expert approved by the despatching railway, certifying that the nature of the explosive is in accordance with the conditions laid down under I b, (1) (b), of Annex I to the International Convention. The expert's certificate may be dispensed with if a special declaration to the same effect from a competent authority is attached to the way-bill and its existence noted thereon.

2. In the case of the non-detonating primers mentioned under (2), the way-bill must bear a certificate, signed by the consignor, worded as follows:

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"The undersigned certifies that the consignment mentioned in this way-bill complies, in respect of its nature and packing with the requirements of paragraph I b of Annex I to the International Convention, regarding non-detonating fuses".

3. In the case of railway fog signals, the consignor must certify on the way-bill that the consignment is packed in accordance with the requirements of paragraph I b of Annex I to the International Convention.

4. In the case of safety cartridges mentioned under (4), the way-bill must bear a certificate, signed by the consignor, worded as follows:

"The undersigned certifies that the consignment mentioned in this way-bill complies in respect of its nature and packing with the requirements of paragraph I b of Annex I to the International Convention in regard to small-arm ammunition."

5. The contracting States over whose territories the goods are to be carried shall specify, in their own laws, any further certificates which may be required.

C.

Rolling stock.

Ammunition of every kind must be carried in covered goods wagons.

D.

Method of transport.

Fuses (1) and fog signals (3) may not be carried by "grande vitesse".

I c. Igniters and fireworks.

The following may be accepted for transport:

(1) Igniters and fuses:

(a) Ordinary matches and other friction matches;
(b) Fireworks on sticks, such as Bengal lights, golden rain, rain of flowers, wonder candles, etc.
(c) Black-powder fuses, fuses consisting of a narrow and water-proof tube with a thin black powder core; for other black powder fuses — fast burning fuses — see I b, (1) (a).

(2) Parlour fireworks, strips of caps:

(a) Crackers, flower crackers, strips of collodion paper and other similar articles containing very small quantities of collodion paper or small specks of fulminating silver;

(b) Detonating crackers and other similar articles containing fulminate of silver. Such articles should not contain more than one gramme of fulminate of silver per 1,000 articles;
(c) Confetti bombs, Bosco cylinders, "cotillon fruits" and similar articles containing a small charge of gun-cotton for collodion for the purpose of expelling a harmless charge such as cotton-wool balls, confetti, etc.
(d) Explosive caps, strips of caps, strips of caps steeped in paraffin contained in an explosive composed of chloride of potash or of saltpetre, small quantities of phosphorus or of sulphate of antimony, sulphur, lactine, ultramarine, agglutinates (dextrine, gum) or similar substances. Not more than 7 gm. 5 dg. of explosive per thousand caps may be used.

(3) Fireworks.

(a) Artistic fireworks, such as rockets. Roman candles, fountains, wheels, suns etc.

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1 The following are excluded from international transport: fulminating stoppers (Schreckschussmunition, Knallkorke) loaded with chloride of potash and phosphorous.
(b) Small fireworks and parlour fireworks, such as jumping-crackers, fire-crackers, serpents, silver and golden rain, and other similar hand fireworks.

(c) Bengal lights, Bengal fires, signal blue lights, etc.

The composition of fireworks is subject to the following regulations:

1. Fireworks must not be liable to cause a violent explosion or contain any mixture readily inflamable, whether spontaneously or by friction, compression or percussion.

The following additions are allowed:

- In mixtures of nitrates and, in magnesium Bengal fires, an addition of not more than 3% of magnesium powder.
- In the small stars contained in fireworks, mixtures of chlorate containing not more than 40% of chlorate of potash.
- Tubes containing picrate of magnesium and chlorates and placed in paper sockets. These must not, however, be capable of detonation by shock, percussion, or ignition.
- Other mixtures containing yellow phosphorus, zinc powder, magnesium powder, or chlorates are not allowed.

2. The fireworks enumerated under (a) and (b) must be essentially composed of priming powder, mixed with charcoal, metallic powder (cast iron and cast steel powder), aluminium spangles, oxide of lead and other compressed mineral powders. No individual firework may contain more than 30 grammes of granulated black powder.

(a) Explosive signals (e.g., cannon sleet signals), etc., composed of a socket of gummed paper surrounded with thread, and containing not more than 75 grammes of granulated powder with a length of fuse but no detonator.

**Conditions of Transport.**

A.

Packing.

1. The goods must be packed in strong, wooden cases, watertight and well closed. In the case of the articles mentioned under (1) (a), strong tin receptacles may also be used. In the case of the articles mentioned under (2) (b) to (d), (3) and (4), the cases must be made of grooved planks, their edges must be dove-tailed or joined with battens. In the case of the articles mentioned under (2), the tops of the cases must be screwed down. In the case of the articles mentioned under (2) (b) to (d), (3) and (4), the cases must be made of planks not less than 18 mm. thick; the whole interior must be lined with stout strong paper; the paper may be replaced by an inner lining of thin zinc. Cases intended for the articles mentioned under (1) (c) must comply with these two last regulations.

2. The articles enumerated below must, before being placed in the receptacles, be solidly packed as follows:

- (a) Those mentioned under (1) (a), (2) (a) and (2) (c):
  - in strong packing paper or in stout boxes.
- (b) Those mentioned under (1) (b):
  - in boxes, which are then made up in sets of from ten to twelve boxes, wrapped in paper.
- (c) Those mentioned under (2) (b):
  - in small wooden cases or in strong cardboard boxes, wrapped in paper; no case or box may contain more than 1,000 of the articles; they must be packed in wood shavings in such a manner as to prevent shifting.
- (d) Those mentioned under (2) (d):
  - (a) Explosive caps in strong cardboard boxes, none of which may contain more than 100 caps. These boxes of caps must be packed together in rolls of twelve, and tied up in sets of twelve rolls, in solid packages, wrapped in packing paper.
  - (b) Strips of caps, and strips of caps steeped in paraffin, must be packed, either as in (a) or in tin cylinders with closely fitting covers at each end. A cylinder must not contain more than twelve rolled strips, each containing 50 caps. These boxes must
be packed together in sets of not more than 30, each set made up in a strong package wrapped in packing paper.

(e) Those mentioned under (3):

in strong cardboard boxes or small wooden cases; the articles mentioned under (3) (e) may also be packed in paper bags. Large artistic fireworks must be wrapped in paper, unless the part at which they are to be ignited has a paper cover; in either case, they must be packed so as to prevent wastage.

(f) Those mentioned under (4):

in boxes of strong construction; fireworks intended for signals must be tightly packed in these boxes, the various articles being separated from each other by a thick layer of wood shavings or similar material.

3. The packages should be packed so that they cannot shift within the receptacles. In the case of the articles mentioned under (2) (b) to (d), (3) and (4), any empty spaces in the outer cases must be well filled with suitable dry packing material (wood fibre, paper, etc.). Damp hay, tow or other substances liable to spontaneous ignition, must not be used. In the case of large apparatus for fireworks (transparencies), it will suffice for them to be firmly fixed in the receptacle.

4. The external containers must have their contents clearly and permanently marked on them, and, in cases specified under (2) (b) to (d) (3) and (4), must bear the exact address of the consignor.

5. The gross weight of the packages containing the articles mentioned under (2) (b) to (d), (3) and (4), must not exceed 100 kg.; the total weight of inflammable material must not exceed 20 kg. in the case of ordinary fireworks, and 25 kg. in the case of small fireworks and parlour fireworks. The total weight of granulated powder used in the composition of ordinary fireworks, small fireworks and parlour fireworks, must not exceed 2.5 kg.; and the total weight of explosives in the case of explosive primers must not exceed 7 kg.

6. Each package must bear a label, as shown in model No. 1, with the exception of packages containing the articles mentioned under (1).

B. Further regulations.

1. The matches mentioned under (1) (a), in quantities not exceeding 5 kg. packed in accordance with the provisions of Chapter A, may be made up in a single parcel with other articles (with the exception of the articles enumerated under I a. 1 b and I c, II and III of the present Annex).

2. The fuses ((1) (c)) and caps ((2) (d)) must not be stowed in the same wagon with explosives or inflammable materials.

3. These articles must be carried in covered wagons.

4. In the case of articles mentioned in (2) (b) to (d), (3) and (4), the consignor must notify on the way-bill that the character of the consignment and its packing are in accordance with the regulations laid down in I c of Annex I of the International Convention.

C. Method of transport.

Fireworks (3) and explosive signals (4) may not be carried by "grande vitesse".

1d. Compressed and liquefied gases, and gases dissolved under pressure.

The following gases may be accepted for carriage when compressed, liquefied and dissolved under pressure:

(a) Compressed gas:

(1) Carbonic acid;

(2) Water gas, gas for lighting, mixed gas (oil gas not containing more than 30 % of acetylene);

(3) Oil gas (rich gas);

(4) Oxygen, hydrogen, nitrogen, protocarbide of hydrogen (fire damp or methane). compressed air, rare gases (argon, neon, helium, xenon, crypton);
(b) Liquefied gas:

(5) Carbonic acid, oil gas, protoxide of nitrogen, ethane;
(6) Ammonia, oxychloride of carbon (phosgene);
(7) Chlorine (dry), sulphurous acid, tetroxide of nitrogen;
(8) Methyl chloride, ethyl chloride, methyl ether, methylamine, ethylamine;
(9) Liquid air, liquid oxygen;

(c) Gas dissolved under pressure:

(10) Ammonia dissolved in water in concentrations exceeding 25% and not exceeding 50%;
(11) Acetylene dissolved in acetone and absorbed by porous matter.

CONDITIONS OF TRANSPORT.

A.

Nature of receptacles.

(a) Except as otherwise specified in the present Annex, the conditions of manufacture and of the nature and quality of metal to be complied with by receptacles for gases, whether compressed, liquefied or dissolved under pressure, shall be the same as those required for internal traffic in the country of origin.

(b) The following receptacles must be employed for liquid air and liquid oxygen:

(a) Glass bottles with double walls from between which the air has been exhausted. These bottles must be encased in felt, and closed by a felt stopper which will allow the gas to escape before it develops a high pressure within the bottle, but will prevent any leakage of the liquid. This felt stopper must be fixed so that it will not get loose if the bottle is tilted or upset. Each bottle, or set of bottles, must be protected against shocks by a wire basket, or similar receptacle, standing firmly on its base. These baskets or other receptacles must be placed in metal boxes or metal-lined wood cases, open at the top, or simply protected at the top by a wire grating, perforated lid, or similar protection. The metal or wood cases must be completely water-tight up to a sufficient height to prevent the liquid escaping, if a bottle is broken. The boxes and cases must not contain any easily inflammable packing material: materials such as felt or wool are permitted.

(b) Receptacles of other materials.

These may only be employed if they are protected against the transmission of heat, so that dew or frost cannot be deposited on them. The rules given under (a) regarding the stoppers of glass bottles shall apply mutatis mutandis to these receptacles.

(c) For solutions of acetylene in acetone the receptacles must be of mild cast-iron (Flusseisen), mild steel, or other substance possessing similar qualities of hardness, elasticity and expansion (but not of copper). They must be filled with porous material, evenly distributed, and of such a nature that no cavity can form in it, if it is exposed to a temperature of 50° C, or to shocks during transportation. This substance and the solvent must not react chemically on each other or on the metal walls of the receptacle. No metal portion which is in direct contact with the dissolved acetylene may be made of copper, or of an alloy containing more than 70% of copper. The normal quantity of solvent in the receptacles must be such that the expansion which it undergoes when absorbing the acetylene at the charging pressure leaves a surplus volume in the interior of the porous material equal to at least 15% of the water capacity of the container; the acetylene content must be such that the final pressure on charging at a temperature of 15° C does not exceed 15 kg/cm².
B.

Official tests of receptacles.

1. Receptacles made of cast-iron, steel or copper must be subjected, before use, to a water pressure test by an expert appointed by the competent authorities. Receptacles for the carriage of acetylene solutions must be inspected before use to ascertain the nature of the porous material, and the quantity of solvent which may be allowed (see A. (c)).

2. The internal pressure which the receptacle must stand in the water pressure test shall be:

(a) In the case of compressed gases, one and a half times the charging pressure which must not exceed the limit allowed under D (see below). The test pressure must exceed the charging pressure by at least 5 kg. per cm².

(b) In the case of the liquefied gases specified under (5), (6), (7) and (8):

<table>
<thead>
<tr>
<th>Substance</th>
<th>Pressure</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carbonic acid</td>
<td>250 kg/cm²</td>
</tr>
<tr>
<td>Oil gas</td>
<td>250 »</td>
</tr>
<tr>
<td>Protoxide of nitrogen</td>
<td>250 »</td>
</tr>
<tr>
<td>Ethane</td>
<td>120 »</td>
</tr>
<tr>
<td>Ammonia</td>
<td>35 »</td>
</tr>
<tr>
<td>Oxycarbonate of carbon (phosgene)</td>
<td>15 »</td>
</tr>
<tr>
<td>Chlorine</td>
<td>30 »</td>
</tr>
<tr>
<td>Sulphurous acid</td>
<td>15 »</td>
</tr>
<tr>
<td>Tetroxide of nitrogen</td>
<td>30 »</td>
</tr>
<tr>
<td>Methyl chloride</td>
<td>20 »</td>
</tr>
<tr>
<td>Ethyl chloride</td>
<td>10 »</td>
</tr>
<tr>
<td>Methyl ether</td>
<td>20 »</td>
</tr>
<tr>
<td>Methylamine</td>
<td>14 »</td>
</tr>
<tr>
<td>Ethylamine</td>
<td>10 »</td>
</tr>
</tbody>
</table>

(c) In the case of gases dissolved under pressure:

<table>
<thead>
<tr>
<th>Substance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Acetylene dissolved in acetone</td>
</tr>
<tr>
<td>Ammonia dissolved under pressure</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Condition</th>
<th>Pressure</th>
</tr>
</thead>
<tbody>
<tr>
<td>With a strength of 30 % (30 parts ammonia to 70 parts of water)</td>
<td>6 »</td>
</tr>
<tr>
<td>With a strength of 40 % (40 parts ammonia to 60 parts of water)</td>
<td>8 »</td>
</tr>
<tr>
<td>With a strength of 50 % (50 parts ammonia to 50 parts of water)</td>
<td>12 »</td>
</tr>
</tbody>
</table>

3. The pressure tests must be repeated:

(a) Every 2 years in the case of receptacles for the transport of chlorine, tetroxide of nitrogen, sulphurous acid, oxycarbonate of carbon, methyl chloride and ethyl chloride;

(b) Every 5 years in the case of receptacles for the transport of other compressed or liquefied gases;

(c) Every 5 years in the case of receptacles for ammonia dissolved under pressure.

4. Receptacles used for the transport of acetylene in solution must be inspected every 10 years. This inspection must, at the very least, extend to the external condition of the receptacles (effects of corrosion or damage) and the condition of the charge (loosening or subsidence). Sampling tests must also be carried out by cutting up a reasonable number of receptacles and carefully examining the interior to note the effects of corrosion, or deterioration of material of which they are made, or the charge.

When receptacles for acetylene in solution are rendered for conveyance, the way-bill must be accompanied by a certificate from the competent authority of the despatching country attesting that they have been passed for conveyance in that country.

5. When carrying out water-pressure tests, care must be taken that the pressure is not increased abruptly. The receptacles must withstand the test pressure without showing permanent bulges or cracks. In order to make sure that when the test pressure is applied no permanent bulges or cracks are produced, the indicator of the pressure gauge must remain steady for at least a minute.
C.

Fitting or receptacles (valves, lettering).

1. Receptacles for the carriage of gases, whether compressed, liquefied or dissolved under pressure (excepting liquid air and liquid oxygen) must be fitted with a valve, at any rate for filling and emptying. In the case of acetylene solutions (11), the metal parts of the valve in contact with the gas must not contain more than 70% of copper. In the case of oil gas and mixed gas, metal screw-stoppers may be used in place of valves; these stoppers must close tightly enough to prevent the smell of the contents from being perceptible.

2. The receptacles must bear the following marks in conspicuous and permanent lettering:

   (a) For all gases:
      (a) The name of the gas, the name of the manufacturer or owner, and the reference number of the receptacle.
      (b) The weight of the receptacle when empty, including fittings (valve, metal stoppers, etc., but not including protecting caps).
      (c) The test pressure.
      (d) The date of the last test and the inspector's stamp.

   (b) For all compressed gases or gases dissolved under pressure.
      The amount of the authorised charging pressure (See D (1)); further, in the case of receptacles for acetylene dissolved in acetone, the total weight of the empty receptacle (See (a) (8), above), of the absorbent material and of the acetone which may be placed in the receptacle.

   (c) For liquefied gases:
      The maximum charge.

D.

Filling of receptacles.

1. The maximum charging pressure allowed for receptacles used for carrying compressed gases, calculated at a temperature of 15°C, is as follows:

   For carbonic acid in the form of gas ................................................... 20 kg./cm²
   For mixed gas (oil gas containing not more than 30% of acetylene)
   and water gas ................................................................................... 100
   For oil gas (rich gas) .......................................................................... 125
   For oxygen, hydrogen, lighting gas, nitrogen, protocarbide of hydrogen
   (fire-damp, methane), compressed air and rare gases ......................... 200

2. The maximum charge allowed for receptacles used for the carriage of the liquefied gases specified under (5), (6), (7) and (8), calculated for a temperature of 15°C, is as follows:

   For carbonic acid ......................................................... 1 kg. of liquid per 1.34 litres
   " oil gas ................................................................. 1 " " 2.50 "
   " protoxide of nitrogen ................................................. 1 " " 2.34 "
   " ethane ................................................................. 1 " " 3.30 "
   " ammonia ............................................................ 1 " " 1.88 "
   " oxi-chloride of carbon (phosgene) ......................... 0.80 "
   " chlorine ........................................................... 1 " " 0.80 "
   " sulphurous acid .................................................. 1 " " 0.80 "
   " tetroxide of nitrogen ........................................... 1 " " 0.80 "
   " methyl chloride ................................................ 1 " " 1.25 "
   " ethyl chloride ...................................................... 1 " " 1.25 "
   " methyl ether ......................................................... 1 " " 1.05 "
   " methylamine ....................................................... 1 " " 1.70 "
   " ethylamine .......................................................... 1 " " 1.70 "

3. For gases dissolved in liquids under pressure:

   (a) The final charging pressure allowed, at a temperature of 15°C for acetylene dissolved in acetone is 15 kg./cm².

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(b) The maximum charge allowed for the receptacles is determined as follows:

In the case of acetylene dissolved in acetone, the normal quantity of solvent, at a temperature of 15° C, must be such that the expansion which it undergoes when absorbing the acetylene at the final charging pressure, leaves in the interior of the porous material, a surplus volume equal to at least 15% of the water capacity of the receptacle.

For ammonia dissolved in water under pressure:

With a strength of 30 gr. of ammonia per 70 gr. of water, 1 kg. of solution for every 1.20 litres of the capacity of the receptacle;

With a strength of 40 gr. of ammonia per 60 gr. of water, 1 kg. of solution for every 1.25 litres of the capacity of the receptacle;

With a strength of 50 gr. of ammonia per 50 gr. of water, 1 kg. of solution for every 1.30 litres of the capacity of the receptacle.

E.

Further regulations.

1. When the receptacles filled with gases specified under (5), (6) and (7) (excepting chlorine and tetroxide of nitrogen) or under (8) are packed in cases, they may be stowed together with other articles.

2. Receptacles filled with compressed gases or with liquefied gases specified under (5), (6), (7) and (8), not packed in cases, must have fittings to prevent rolling. This requirement does not apply to large receptacles which are not carried but rolled, and are fitted with special hoops for that purpose. These receptacles are only allowed for gases specified under (6), (7) and (8). Their capacity may not be less than 100 litres or more than 500 litres. Their valves must be fitted with protecting caps of forged iron, steel or malleable iron; copper receptacles may be fitted with copper caps. Valves fitted inside the neck of the receptacles, protected by a metal screw-stopper and firmly fixed, need not be provided with caps. Receptacles for carbonic acid, oil gas and protoxide of nitrogen loaded loose must be painted white.

3. Receptacles filled with compressed gases or with liquefied gases specified under (5), (6), (7) and (8), and cases containing these receptacles must have their contents marked on them, in conspicuous and permanent lettering.

Receptacles enclosed in cases must be arranged so that the inspection stamps are easily accessible.

Wooden cases and metal boxes used for the carriage of liquefied air or liquefied oxygen (9) must be conspicuously marked "liquefied air (or oxygen)", "top", "bottom", "very fragile".

4. These packages must not be thrown, or subjected to shocks, or exposed to the rays of the sun, or the heat of a fire.

5. Transportation shall be effected:

(a) In open wagons:

(1) In the case of compressed gases, if they are delivered for conveyance in vehicles specially fitted for road transport and completely covered with tarpaulins.

(2) In the case of substances specified under (8): but from March to October inclusive the wagons must be completely covered with tarpaulins, unless the receptacles are enclosed in wooden cases.

(b) In covered wagons:

(1) In the case of compressed gases (see, however, (a) (1) and (c) (1)).

(2) In the case of liquefied gases specified under (5), (6) and (7) from March to October inclusive.

(3) In the case of liquid air or liquid oxygen.

(c) In open or covered wagons:

(1) In the case of oil gas, mixed gas and water gas: but from March to October inclusive open wagons must be completely covered with tarpaulins, unless the receptacles are enclosed in wooden cases.
(2) In the case of liquefied gases specified under (5), (6) and (7), from November to February inclusive.

6. Receptacles filled with compressed or liquefied gas must be stowed in the wagons in such a way that they cannot be upset or capsized. Those containing liquid air or liquid oxygen must be placed upright and protected against any damage which might be done to them by the other packages. Receptacles must not be stowed in the immediate proximity of materials which are easily inflammable in small quantities or in a liquid state.

7. (a) The regulations under A, B, C and D, those under paragraph 2 of E for valves, and those under H apply to containers of tank-wagons intended for carrying compressed or liquefied gases or gases dissolved under pressure as regards the material of such containers, official tests, fittings and charging. The containers must be firmly and solidly built into the wagons, and must be fixtures.

(b) Tank-wagons intended for the transport of liquefied gas, and having a constant diameter, must be fitted internally with suitably perforated partitions, or similar devices for retarding the rush of the liquid, in case of sudden changes of speed.

(c) Tank-wagons for the conveyance of the liquefied gases specified under (5), (6) and (7) must be encased in wood.

(d) It is not necessary for containers of tank-wagons for the conveyance of compressed or liquefied gases to be fitted with valves for filling and emptying. It will suffice if all the containers are joined up at both ends of the wagon with a single connecting-pipe, fitted with a stop-valve inside the wagon-body. These valves need not be fitted with protecting caps.

F.

Exceptions to the rules under A to E.

1. The liquefied gases specified under (5), (6) and (7) may also be carried in small quantities in stout hermetically sealed glass tubes: namely, carbonic acid and protoxide of nitrogen, up to 3 gr., ammonia chlorine and tetroxide of nitrogen, up to 20 gr., anhydrous sulphurous acid and oxychloride of carbon (phosgene), up to 100 gr., under the following conditions: the glass tubes must not be more than half full in the case of carbonic acid and protoxide of nitrogen; or more than two-thirds full in the case of ammonia chlorine and tetroxide of nitrogen; or more than three-quarters full in the case of sulphurous acid and oxychloride of carbon (phosgene). Each glass tube must be enclosed in a soldered tin capsule, filled with infusorial earth and packed in a strong wooden case. Several tin capsules may be packed in the same case, but tubes containing chlorine must not be placed in the same case with those containing ammonia or sulphurous acid. Other objects may also be stowed in the cases containing tin capsules filled with liquefied gases, other than chlorine.

2. The substances specified under (8), in quantities up to 100 gr. in glass tubes of a total weight not exceeding 5 kg., may be stowed alone, or along with other articles, in stout cases, provided that the glass tubes are firmly packed in the latter. The cases must bear labels in accordance with Model No 2. Cases not containing more than 100 gr. of any of these substances may be conveyed in covered wagons.

3. Metal carbonic acid capsules (sodor, sparklets) containing not more than 25 gr. of liquid carbonic acid and not more than 1 gr. of liquid per 1 cm. 340 mm. of cubic capacity will be accepted for conveyance without restriction, provided that the carbonic acid contains no residue of air.

4. Compressed oxygen up to 0.3 kg. per cm², enclosed in small rubber bags, impregnated fabric, or similar material, shall be accepted for conveyance unconditionally.

G.

Method of transport.

The liquefied gases specified under (8) of the nomenclature are only accepted for conveyance by grande vitesse in small quantities not exceeding 100 gr., and must be packed in conformity with the rules in paragraph 2 of Chapter F.

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H.

Temporary provisions.

Receptacles for compressed or liquefied gases, or for gases dissolved under pressure, which have been taken into use under Annex I of the former International Convention, may still be accepted for conveyance, as a temporary measure.

As regards the times at which the periodic tests must be repeated, these receptacles are subject to the conditions in B.

I.e. Substances which, on contact with water, give off inflammable gases or gases facilitating combustion.

The following are accepted for conveyance:

1. Alkaline metals and alkaline earthy metals, such as sodium, potassium, calcium, etc., and also combinations of these metals with each other.
2. Calcium carbide, calcium cyanamide, whose content in calcium carbide exceeds 0.2 % calcium hydride.
3. Sodium peroxide either by itself, or in mixtures of a not more dangerous character.

CONDITIONS OF TRANSPORT.

A.

Packing.

1. The goods must be packed in iron (or tin) receptacles which are strong, watertight and securely closed. The substances mentioned under (1) may also be carried, when their weight does not exceed 5 kg, in stout glass bottles with strong watertight stoppers. The receptacles must be completely dry or, in the case of the substances referred to under (1), filled with mineral oil.

2. The receptacles containing the substances referred to under (1) and (3) must be placed in protective coverings, namely:

(a) The iron or tin receptacles containing the substances referred to under (1) must be contained in wooden cases or metal protecting baskets;
(b) The glass bottles containing the substances referred to under (1), or the substances referred to under (3) must be stowed in wooden cases lined with a sheet-iron casing made proof against the entry of water. The glass bottles stowed in the cases must be firmly packed in dry infusorial earth or other similar non-combustible matter. Glass bottles, containing not more than 250 grammes may be packed in tin boxes fitted with a strong watertight stopper, instead of in wooden cases.

3. The packages must have their contents marked on them in conspicuous and permanent characters, together with the words “To be kept dry”.

B.

Further regulations.

1. Any consignment of not more than 5 kg, packed in accordance with the rules laid down under (A), may be despatched along with other articles.

2. The packages must be handled with special care. They may not be thrown down and they must be securely stowed in the wagons so as to avoid all danger of rubbing, jolting, shocks, upsetting or falling down.

3. The goods must be carried in covered wagons. Calcium carbide and calcium cyanide (2) may, however, be carried in open wagons covered with tarpaulins.

Calcium cyanamide, whose content in calcium carbide, as declared in the way-bill, does not exceed 0.2 %, must be accepted unconditionally for conveyance.

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4. Empty receptacles which have contained the substances referred to in (2) must be free from any residue of such substances. Their previous contents should be stated on the way-bill.

Class II.

Substances liable to spontaneous ignition.

The following will be accepted for conveyance:

(1) Ordinary phosphorus (white and yellow).
(2) Amorphous phosphorus (red), sesqui-sulphide of phosphorus, combinations of phosphorus with alkaline earths, as for instance calcium phosphide, strontium phosphide and phosphide of iron, and similar combinations of phosphorus with metals which are liable to spontaneous ignition.
(3) Mixtures of amorphous phosphorus with resins or fats, the melting point of which is above 35°C. Solutions of ordinary phosphorus in carbon disulphide.
(4) Zinc ethyl, zinc methyl and similar substances dissolved in ether.
(5) Freshly calcined soot.
(6) Newly quenched charcoal in powder, in small particles, or in pieces.
(7) Tightly packed silk (gold lace, half-boiled silk, flock silk, schappe silk), in skeins.
(8) (a) The following substances impregnated with grease, varnish or oil: wool, horse-hair, artificial wool, cotton, silk, linen, hemp, jute — in their raw state, in the form of waste derived from spinning or weaving, in the form of rags or tow.
(b) Articles manufactured from the above materials, when impregnated with grease, varnish or oil: e.g. tarpaulins, cordage, cotton or hemp, transmission belts, weavers' and harness heddles, threads and twisted thread, netting (fishermen's nets, greased, etc.).
(9) Mixtures of granulated or porous materials with linseed oil, paint, resin oil and other similar substances, if the latter ingredients are liable to spontaneous oxidisation (e.g. the material known as "cork waste").
(10) Greasy iron or steel filings (obtained from the benches of drilling machines, etc).
(11) Greased paper impregnated with varnish or oil, and spools made of such paper.
(12) Pyrophoric metals.
(13) Powdered zinc.
(14) Yeast sacks, used and not cleaned.
(15) Substances that have been used to purify lighting gas.
(16) Nitro-cellulose threads used for the manufacture of artificial silk.

Conditions of transport.

A.

Packing.

1. The substances referred to under 1 and 2 must be packed in solid tin receptacles, watertight and well soldered, and firmly packed in tightly-closing wooden cases. In the case of substances specified under 2, where the quantities do not exceed 2 kg., the tin receptacles may be replaced by glass bottles or jars, which must also be packed in strong tightly-closing wooden cases. Ordinary phosphorus must be submerged in water. The contents of the cases must be permanently and conspicuously marked on them; for ordinary phosphorus the words "this side up" will be added.

2. Substances specified under 3 must be packed in boxes which are entirely proof against leakage, or must be run into unloaded projectiles.

3. Zinc ethyl, zinc methyl (4) and solutions of these substances in ether must be packed in stout solid receptacles of earthenware (stoneware, etc.), or glass, flame-sealed or closed in some equally hermetic manner.

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Receptacles of glass or stoneware must be stowed, either singly or in sets, in solid sheet-iron hermetically-soldered containers filled with ashes or dry infusorial earths. The casings of glass carboys must also be conspicuously marked "handle with care". They must not be transported on hand trucks or carried on men's shoulders or backs.

4. The substances specified under (5) and (6) must be packed in watertight, well-closing containers. The wooden barrels must have a waterproof lining; they must be inserted in other solid containers (baskets, tubs, cases).

5. The substances specified under (7) must be packed in strong cases. When these cases are more than 12 cm. high, there must be wooden gratings, providing a fair amount of space between the layers of silk; holes must be pierced in the partitions opening on these empty spaces to allow of the circulation of air. Ribs must be nailed on the outside of the cover to prevent the perforations in the cases being covered up.

6. In regard to the substances specified under 8 (a), wool which has been used for cleaning and tow (cleaning rags) not dried must be close-pressed and packed in stout, watertight, well closed receptacles.

7. The substances specified under (9) must, if they have been forced into moulds, be packed in stout watertight tin receptacles, or in wooden cases with a watertight tin lining; if they have not been forced into moulds, they must be packed in strong watertight well-closed receptacles.

8. The substances specified under (10) must be packed in stout watertight well-closed metal receptacles. Packing is not necessary if they are conveyed in iron covered trucks or in open iron trucks covered with tarpaulins.

9. The substances specified under (12) must be run into glass tubes, packed in soldered tin boxes and filled with infusorial earth or other suitable dried earth.

10. Powdered zinc must be packed in solid hermetically-sealed metal receptacles.

11. Yeast sacks, which have been used and not cleaned (14) must be packed in well-closed receptacles,

12. Materials which have been used to purify lighting gas must always be carried in iron wagons, unless the material is packed in thick metal cases. If the said trucks are not fitted with iron roofs closing tightly, the load must be completely covered by tarpaulins, which have been rendered proof against ignition on direct contact with flame. The loading and unloading will be carried out by the consignor and the consignee; the former must provide the tarpaulins, if requested to do so by the railway authorities.

13. Nitro-cellulose thread used for the manufacture of artificial silk must be packed in metal receptacles or in hermetically closed wooden barrels; if in the latter, they must be packed with an excess of water, the presence of which can be easily ascertained by shaking the receptacle. If the threads are packed in metal receptacles, it will suffice for each reel to be enclosed in wet cloth, and it must be noted on the way-bill that this has been done.

14. All packages containing the substances specified under heads 1 to 4 must bear a label in accordance with model No. 2.

B.

Further regulations.

1. The following materials may be packed with other articles in stout, watertight, well-closed wooden cases, provided that the rules for receptacles laid down in A are observed:

(a) Ordinary phosphorus (r) in quantities not exceeding 250 gr.; such small quantities may also be sent, under water, in stout hermetically sealed glass jars which must be firmly fixed in metal containers, with suitable packing; receptacles containing phosphorus must be firmly wedged into the outer wooden casing;

(b) The substances specified under (2) in quantities not exceeding 5 kg.;

(c) Zinc ethyl and zinc methyl (4) in quantities not exceeding 2 kg., provided that the jars are firmly packed in the containers; it is, however, forbidden to stow them with other
articles liable to spontaneous ignition, or with explosives (I a), ammunition (I b), igniters and fireworks (I c), or with the inflammable articles mentioned in Category IIIa and b; 

(d) The substances specified under (11) and (12) without any restriction.

2. The following substances will be accepted for conveyance unconditionally if the way-bills contain a declaration to the following effect:

(a) That soot (5) and powdered wood charcoal in grains or fragments (6) have not been recently quenched (i.e., that they have been in a cold state for at least 48 hours); 

(b) That silk in skeins (7) is not closely packed; 

(c) That the substances specified under (8) are not impregnated with grease, varnish or oil, and that the substances specified under (10) are not greasy. 

(d) That the used yeast sacks (14) have been cleaned; 

(e) That the material used for purifying the gas is completely oxidised.

3. The materials specified under (8) — except wool which has been used for cleaning, and tow (cleaning rags) packed under the conditions laid down in Chapter A, paragraph 6 — must be in a dry condition.

4. The paper spools specified under (11) will not be accepted for conveyance unless the way-bill contains a statement certifying that they have been stoved, after having been impregnated with grease or oil, and then thoroughly cooled in water.

5. The following means of transport must be employed:

(a) For zinc ethyl and zinc methyl (4), open wagons; small quantities, up to 10 kg., may also be loaded separately or (in quantities not exceeding 2 kg.) with other objects, in covered wagons under the conditions laid down in paragraph (1) (c); 

(b) For the substances specified under 7, 8 and 11: covered wagons, or open wagons with tarpaulins. Wool for cleaning and tow (cleaning rags) packed under the conditions laid down in Chapter A, paragraph (6), may also be carried in open wagons; 

(c) Nitro-cellulose threads used for the manufacture of artificial silk must be carried in covered wagons, enclosed on all sides.

6. The rules laid down in III a B, paragraph (4), must also be observed for zinc ethyl and zinc methyl.

C.

Method of transport.

Zinc ethyl and zinc methyl are only accepted for conveyance by "grande vitesse" in small quantities not exceeding 10 kg., if they are sent separately, or in quantities not exceeding 2 kg., if they are sent with other articles.

Class III.

INFLAMMABLE SUBSTANCES.

III a. Inflammable liquids.

The following liquids and their artificial mixtures, whether liquid or in the form of paste, at temperatures below 15° C, are subject to special conditions:

A. Liquids and artificial mixtures or solutions which do not mix with water.

1. Liquids and artificial mixtures or solutions, or solutions with an ignition point below 21° C¹ and not containing more than 30 % of solid matter soluble in such liquids (inflammable liquids):

(a) Liquids and artificial mixtures or solutions with a boiling point not above 50° C, and those not having a fixed boiling point, but yielding, when subject to fractional distillation up to 50° C, a product exceeding 5 % of the original volume.

¹ The ignition and boiling points are measured at a pressure of 760 mm. The ignition point is determined by the Abel-Pensky apparatus. The fractional distillation must be carried out in a spherical receiver of the Engler type, the thermometer being entirely immersed in the vapour.

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The following substances, in particular, are included in this category: natural very light petroleum, head products of the distillation of tar and of gas oils, carbon bisulphide, ethyl ether, and collodion.

(b) Liquids and artificial mixtures or solutions with a boiling point above 50° C; and others which have not a fixed boiling point, but yield when subject to fractional distillation up to 50° C, a product not exceeding 5 % of the original volume.

The following substances, in particular, are included in this category: raw petroleum and other crude oils and their highly fluid distillation products, such as the light spirits of petroleum, light and heavy benzines, benzine naphtha, ligroin, and various products off the distillation of coal tar, such as light oil, benzol and toluol.

2. Liquids and artificial mixtures or solutions with ignition points between 21° and 55° C.

The following substances, in particular, are included in this category: "Test" petroleum, "standard white" crude or purified, "water white", kerosene, various light products of the distillation of wood-tar, pitch, lignite and coal, e.g. solvent-naphtha, xylol, mineral turpentine (white spirit) and also amyl acetate, vegetable turpentine and various mixtures of alcohol and benzol.

3. Liquids whose ignition point is above 55° C but not above 100° C.

The following substances, in particular, are included in this category: distilled coal-tar, raw tar, solar oil, certain oils for internal-combustion motors (motorine, etc.), oils made from wood-tar, peat, lignite or coal, schist oils, cleaning oils, gas oil and paraffin.

B. Liquids and artificial mixtures or solutions which mix in all proportions with water and have ignition points below 21° C.

The following substances, in particular, are included in this category: wood spirit (methanol), raw or rectified, and mixtures of those liquids: ethyl-alcohol and its mixtures, denatured alcohol, and the substances commonly used to denature it (a mixture of pyridin and methanol), acetone and its mixtures, acetic aldehyde and its mixtures.

CONDITIONS OF TRANSPORT.

A.

Packing.

1. These goods must be packed in solid receptacles, watertight and properly closed, and the material of which they are made (sheet-iron or other metals, glass, stoneware, wood) must be proof against corrosion by the liquid contents. Wooden receptacles may not be used for the liquids enumerated under A 1 (a) and (b), and for xylol and amyl acetate.

2. The gross weight of a package containing receptacles in glass or stone must not exceed 75 kg. Such receptacles, and receptacles of tin containing not more than 5 kg, must be carefully packed, either alone or together in other receptacles (hampers or wire baskets, tubs or casks) which must be strong and provided with the necessary packing material. These outer shells (with the exception of cases) must have good solid handles. The outer uncased coverings must have a lid; and if the latter is made of straw, rush, reeds or other similar substances which are readily inflammable, it must be steeped in slip (cream of clay) or lime, etc. mixed with soluble glass. Sheet-iron receptacles containing ethyl ether or sulphuret of carbon shall be subject to the same regulations but without any limit of weight. Such regulations shall not apply in respect of the liquids further referred to under A 2, 3 and B when packed in solid sheet-iron receptacles which are air-tight and well closed.

3. Receptacles of iron or other metals must not be used for the liquids enumerated under A 1 (a) and (b) for more than 90 % of their capacity at a temperature of 15° C.

4. Any package containing the liquids enumerated under A 1 (a) and (b) or acetone must bear a label as in model No. 2. Baskets and tubs must be plainly marked "Handle with care". They must not be carried on the shoulders or backs of men. Hand trucks may only be used when they are moved on wheels.

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B.

Further regulations.

1. The following may be packed with other articles in solid wooden boxes, watertight and well-closed, subject to the regulations concerning receptacles laid down in Chapter A:

(a) Liquids enumerated under A 2, 3 and B, without restriction;
(b) Liquids enumerated under A 1(b), total quantity not exceeding 20 kg.
(c) Liquids enumerated in A 1(a), total quantity not exceeding 5 kg.

2. The way-bill should give the following information:

(i) In respect of all liquids the way-bill should show whether the ignition point is less than 21° C., or if it is between 21° C. and 55° C. or between 55° C. and 100° C.; and, furthermore, whether the liquid is or is not liable to mix with water—this, however, only when such information is not already manifest from the designation of the goods, for instance "benzol".

(ii) In respect of liquids enumerated under A 1(a) and (b), the way-bill should show whether the boiling point is below or above 50° C.

(iii) In the case of liquids not having a constant boiling point, the way-bill should show whether, on fractional distillation up to 50 %, the product does or does not exceed 5 % of the original volume.

Failing such information, consignments shall be treated in accordance with the regulations laid down under A 1(a).

3. Such goods should be carried in open wagons. Nevertheless, the liquids enumerated under A 1(a), the total gross weight of which does not exceed 10 kg. — 2 kg. in the case of sulphur of carbon may also be loaded in small quantities in covered wagons, either by themselves or along with other articles, in accordance with the provisions of paragraph (i) (b) and (c). The same shall apply to liquids enumerated under A 1(b), the total gross weight of which does not exceed 20 kg., and to liquids enumerated under A 2, the total gross weight of which does not exceed 50 kg.

4. Furthermore, in the case of the liquids enumerated under A 1(a) and (b) and in the case of acetone, the following regulations must be complied with:

(a) Before loading begins, labels as in model 2, and labels "Handle with care" affixed on both sides of wagons.
(b) Packages should be firmly secured in the wagons, baskets and tubs should be lashed to the sides of the wagons, and not be stowed one upon the other.
(c) Receptacles which have become damaged during transport shall be unloaded immediately, and, if they cannot be quickly repaired, may be sold with any remaining part of the contents without further formality, on account of the consignor.
(d) Receptacles of iron or other metals, empty and properly closed, which have been used for carriage of such liquids, may be carried in covered wagons. Empty receptacles of the same character shall only be accepted for carriage if properly closed. Non-metallic receptacles must be carried in open wagons. A note of the purpose for which such receptacles have previously served should be noted on the way-bill.

5. The regulations indicated under A (Packing), paragraph 1, and under B (Further regulations), paragraph 2, shall apply to the carriage in tank wagons of all the liquids belonging to Class III (A). Furthermore, in the case of liquids belonging to Class A 1, (a) and (b) and A 2, the regulations laid down under B (Further regulations), paragraph 4 (a), shall also apply.

C.

Method of transport.

The following may not be carried in "grande vitesse" in partial consignments:

(a) The liquids mentioned under A 1(a) in consignment of more than 10 kg., or of 2 kg. in the case of sulphur of carbon. Nor may such liquid be packed along with other goods;
(b) The liquids enumerated under A 1(b) and A 2 and wood alcohol (methylol) in quantities exceeding 20 kg.
(c) Empty receptacles which have contained the liquids enumerated under A 1(a) and 2, with the exception of well-closed metal receptacles.

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III b. Solid inflammable materials.

The following articles are accepted for transport under certain conditions:

1. Materials which are easily inflammable by engine sparks, such as hay, charcoal in lumps, sawdust, wood-shavings, wood-pulp, paper-shavings, rushes (excluding Spanish broom), textile materials of vegetable origin and their waste products, straw (excluding maize, rice and flax straw), peat (excluding machine-made or compressed peat) and articles made from a mixture of waste oil, resin and other similar substances and porous inflammable bodies, and lastly sulphur.

2. Celloidin, produced by the imperfect evaporation of the alcohol contained in colloidion, having the appearance of soap and consisting mainly of gun-cotton for colloidion.

3. Celluloid in plates, sheets, rods, tubes; articles made of celluloid; material used for the manufacture of films with a celluloid base and films of a like nature; celluloid and celluloid film scrap.

CONDITIONS OF TRANSPORT.

A.

Packing.

1. The materials specified under 1 must, if they are not packed, be conveyed in covered wagons or in open wagons covered with tarpaulins. The railway may require the consignor to supply the tarpaulins.

2. Celloidin sheets must be packed in such a way as to prevent all risks of drying up.

3. (a) Celluloid in plates and in sheets must be packed in strong wooden cases or in bales of strong and supple wrapping paper. These bales must be boarded in on either side and strongly bound with iron hoops. The boards must be long enough to extend beyond the paper packing.

(b) Celluloid in rods and in tubes must be packed in strong wooden cases or in bales of strong and supple wrapping paper. These bales must be covered with strong cloth bound at each end into a sort of stump or they must be protected by four narrow longitudinal boards, with two strong transverse boards, to which the longitudinal boards must be nailed.

(c) Articles made of celluloid, raw materials for films and films must be packed in strong wooden cases or in stout cardboard boxes.

(d) Celluloid and film scrap must be packed in strong and watertight cases, tubs or casks. It may also be wrapped in strong hessian, which must be in good condition, each end being bound into a sort of stump or it may be packed in strong hessian bags, with stout handles at the top.

As regards the packing mentioned in the second sentence of (b) above, the weight of the packages must not exceed 30 kg. in the case of tubes, and 50 kg. in the case of rod. As regards the packing in hessian indicated under (d) for celluloid and film scrap, the weight must not exceed 40 kg.

B.

Method of transport.

The materials specified under 1, also celluloid and film scrap, are not accepted in part loads for carriage by grande vitesse.

The materials specified in 3 can only be carried in covered wagons; the doors of these wagons must be closed. These articles must not be placed near hot pipes or lighted stoves.

Class IV.

Poisonous substances.

The following articles are accepted for transport under certain conditions:

1. Non-liquid arsenical substances, particularly arsenical acid (arsenical vapour), yellow arsenic (sulphide of arsenic, orpiment) red arsenic (realgar) native arsenic (flaky arsenical cobalt or cobaltum), etc.

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(2) Ferro-silicon and mangano-silicon produced by electricity and with a silicon content of under 75%.

(3) Potassium cyanide and sodium cyanide in the solid state.

(4) Liquid arsenical substances, particularly arsenic acid.

(5) Solutions of potassium cyanide and sodium cyanide.

(6) Poisonous metallic products;
   (a) Sublimate, cinnabar (vermilion). Colours with a copper base, particularly verdigris, green and blue copper pigments;
   Lead acetate;
   (b) Other preparations of lead, particularly litharge (massicot), red lead, white lead and other colours with a lead base; lead residues.

(7) Copper sulphate and mixtures of copper sulphate with lime, soda and other similar substances (powder for Bordeaux mixture, etc.), oxalic acid and oxalate of potassium in the solid state.

(8) Chlorates, bioxide of barium, nitride of sodium.

(9) Aniline (aniline oil).

CONDITIONS OF TRANSPORT.

A.

Packing.

1. The receptacles used for packing must be strong, watertight, and closed in such a way as to prevent any risk of leakage or wastage.

2. The substances specified under (1) and (3) must be packed as follows:
   (a) In strong iron canisters with screwed lids, and hoops for rolling, or
   (b) In double casks made of strong, dry wood, strengthened with hoops, or in double cases made in the same way and with ribs round them, the internal receptacles being lined with closely-woven cloth. The internal receptacles of wood may be replaced by soldered tin receptacles or glass or stoneware vessels. The glass or stoneware vessels must be firmly packed in other containers, the spaces being filled with suitable packing material. If this is done, several vessels may be included in one package.
   (c) The substances specified under (1) may also be packed in tarpaulin bags, enclosed in single casks made of strong dry wood.

3. Ferro-silicon and mangano-silicon specified under (2) must be packed in strong wooden or metal receptacles which must be watertight.

4. The substances specified under (4) must be packed as follows:
   (a) In metal, wooden or rubber receptacles, which must be properly closed, or
   (b) In glass or stoneware vessels carefully stowed in other strong receptacles (hampers or metal baskets, tubs or cases), the spaces being filled with suitable packing matter; these outer receptacles (with the exception of cases) must have strong handles.

5. The substances specified under (5) must be packed in iron vessels which must be properly closed and carefully stowed in strong wooden or metal receptacles, the spaces being filled with infusorial earth, sawdust or other absorbent substances.

6. The substances specified under (6) must be packed as follows:
   (a) In iron casks or in watertight casks made of strong dry wood, strengthened with hoops or in cases strengthened with ribs, or;
   (b) In iron boxes (known as "Hobbocks"); or
   (c) In glass or stoneware vessels, or — for quantities not exceeding 10 kg. — in strong double bags made of paper; the receptacles and bags must be carefully stowed in strong watertight wooden receptacles, properly closed, and filled up with suitable packing material;
(d) Colours of all kinds with a lead base may also be packed in receptacles made of tin or sheet-iron;

(e) All compounds of lead and copper in aqueous solutions may also be carried in watertight containers made of materials which these mixtures cannot corrode.

7. The materials specified under (7) must be packed in strong wooden receptacles (casks or cases), watertight and properly closed, or in strong, watertight and properly closed bags.

8. The substances specified under (8), with the exception of nitride of sodium, must be packed in strong receptacles of wood or corrugated iron, watertight and properly closed. When wooden receptacles (casks or cases) are used, they must be completely lined inside with soft paper, with a view to preventing any risk of wastage.

Nitride of sodium must be packed in strong iron or tin receptacles, watertight and properly closed.

9. Packages containing the substances specified under (1) to (9) must have their contents marked on them in conspicuous and permanent lettering. Generic descriptions such as “Arsenical Substances”, “Preparations of Lead”, “Poisonous Colours”, are allowed. Further, the substances specified under (1), (3), (4), (5) and (6), and oxalic acid and oxalate of potassium in the solid state must bear labels as shown in Model No 3, and ferro-silicon or mangano-silicon (2) must also be marked “Keep dry. Do not overturn”.

Receptacles containing the materials specified under (8) must have their contents marked on them in conspicuous and permanent lettering and must also bear labels in accordance with model No. 2. Receptacles containing nitride of sodium must also be marked: “Keep dry”.

10. Aniline (aniline oil) must be packed in iron cans or wooden barrels (such as oil casks) which must be very strong and absolutely watertight.

B.

Further regulations.

1. The following substances may be packed with other goods in strong, watertight, properly closed wooden receptacles, provided the regulations concerning receptacles in Chapter A are complied with:

(a) The substances specified under (4), in quantities not exceeding 1 kg.; they must be placed in glass vessels packed tight with dry infusorial earth in watertight tin receptacles;

(b) The substances specified under (1), (3) and (8), in quantities not exceeding 5 kg.; it is, however, forbidden to pack potassium cyanide, sodium cyanide and chlorates, bichloride of barium and nitride of sodium with acids or acid salts;

(c) The substances specified under (6)(a), in quantities not exceeding 10 kg.;

(d) The substances specified under (2), (6)(b) and (7), whatever their weight.

When the receptacle contains substances specified under (1), (3), (4), (5), (6)(a) or oxalic acid and oxalate of potassium in the solid state, it must bear a label as in model No. 3.

2. It is forbidden to pack the substances specified under (1), (3), (4), (5) and (6)(a) and also oxalic acid and oxalate of potassium in the solid state, with foodstuffs or other substances intended for consumption.

3. It is likewise forbidden to pack the substances specified under (3), (5) and (8) with acids and the substances specified under (5) with acid salts.

4. The substances specified under (5) must only be carried in tank-wagons or in open wagons. Nitride of sodium must only be carried in covered wagons.

5. Ferro-silicon and mangano-silicon, as specified under (2) must be delivered for transport in an absolutely dry state and in absolutely dry receptacles; if they are to be conveyed in open wagons, the latter must be covered with water-proof sheets.

6. Empty receptacles which have been used for the transport of the poisonous substances specified under (1), (3), (4), (5) or (6)(a) and of oxalic acid and oxalate of potassium in the solid state must be properly closed. Empty bags which have been used for the transport of the poisonous substances specified under (1) must be packed in cases or in other tarpaulin bags, watertight and properly closed and bearing a
label as in model No. 3. The receptacles or bags and the way-bill must mention the former contents. The provisions laid down in paragraph (2) are also applicable.

Empty receptacles and bags which have been used for the transport of the substances specified under (8) must bear a label as in model No. 2.

7. The provisions laid down in A, paragraphs 1 and 9 and B, paragraph 6, are applicable to tank-wagon containers used for the transport of poisonous substances or their aqueous solutions. These containers must be made solely of materials which cannot be attacked by the substances in question or by their aqueous solutions. Tank-wagon receptacles used for the transport of the substances specified under (5) must either not have any rivetted seams or must have double walls. Neither must they have any opening underneath (taps, valves, etc.). The openings must be made tight and be protected by strongly screwed metal caps. Tank-wagons containing the substances specified under (5) must be separated in the train by at least one carriage from other wagons containing liquid acids.

C.

Method of transport.

The substances mentioned under (1), (3), (4), (5), (6) (a) and (8) may not be carried by "grande vitesse" in part loads, and the same applies to empty receptacles, including sacks, which have contained such substances.

D.

Exceptions to the regulations laid down under A, B and C.

These regulations shall not apply to the products enumerated in Class IV, when they are intended for scientific research or for pharmaceutical use and are despatched in quantities not exceeding 1 kg. of each product, provided that they are packed in glass or stoneware receptacles with airtight stoppers, and that such receptacles are in their turn carefully packed in strong wooden cases, watertight and properly closed.

Class V.

Corrosive substances.

The following may be accepted for transport under certain conditions:

1. Sulphuric acid, fuming sulphuric acid (sulphuric acid containing anhydride, oleum, oil of vitriol, Nordhausen sulphuric acid), azotic or nitric acid (aqua fortis) and mixtures of the same, hydrochloric or muriatic acid, hydrofluoric acid;

2. Chloride of sulphur and also ferrous nitrate and ferrous sulphate (iron mordant);

3. Soap-boiler's lye (lye of soda or potash, etc.), the residues of oil refineries, ammonia water containing not more than 25% of ammonia;

4. Bromine;

5. Sulphuric anhydride;

6. Acetyl chloride, pentachloride of antimony, chloride of chromyl, oxychloride of phosphorus, pentachloride of phosphorus (superchloride of phosphorus), trichloride of phosphorus, sulphuryl chloride, thionyl chloride and chloro-sulphonic acid;

7. Aqueous solutions of hydrogen dioxide, containing more than 6% in weight of hydrogen dioxide;

8. Sulphide of sodium and coke with a soda base;

9. Bisulphate of sodium;

10. Ground quicklime (oxide of calcium);

11. Crude naphthalene liable to percolate when despatched in bulk.
CONDITIONS OF TRANSPORT.

A.

Packing.

1. The substances mentioned under (1) to (4) must be packed in strong receptacles, watertight and properly closed, which cannot be deteriorated by their contents. For hydrofluoric acid (1), see paragraph 5. The receptacles must be closed in such a manner that the fastening cannot be damaged either by shaking or by the contents. Glass or stoneware vessels may be used, subject to the following conditions:

   (a) The receptacles used for carriage of the substances enumerated under (1) to (3) must be properly packed in other receptacles (hampers or metal baskets, tubs or cases) which must be strong and filled with suitable packing material. The external receptacles (with the exception of cases) must be provided with strong handles.

   (b) In the case of concentrated nitric acid of a specific gravity of at least 1.48 to 15° C. (46.8° Baumé) and fuming red nitric acid, the glass or stoneware vessels must be surrounded in the receptacles by infusorial earth or other suitable dried earthen substances at least equal to the volume of their contents.

   (c) The packing material provided for under (a) and (b) will not be required if the glass vessels are placed in metal casings which surround them completely and are wedged in by strong springs covered with flexible asbestos, so that they cannot move about within the casings.

   (d) In the case of bromine (4), the glass or stoneware vessels must be contained in stout receptacles of wood or metal and surrounded up to the neck by cinders, sand, infusorial earth or other similar non-inflammable substances.

2. Fire extinguishers containing the acids specified under 1 must be made in such a way as to prevent the acid from leaking.

3. Electric accumulators containing sulphuric acid (1) must be wedged in a battery box in such a way as to prevent the cells from shifting. The battery box must be securely packed in another case with absorbent packing matter. The lids of the cases must be conspicuously marked: “Electric accumulators” and “This side up”. If the accumulators are charged, the poles must be protected so as to avoid short-circuiting.

   If the cells are made of strong materials, such as wood coated with lead or hardened rubber, the upper part being fixed so as to prevent the acid from gushing out in a dangerous manner, the cells or accumulator batteries need not be packed, provided that frames, partitions, reinforcements or other suitable means are employed to prevent them from capsizing or shifting and to protect them from any possible damage through packages falling on the batteries. Cells or batteries connected to vehicles need not be specially packed when the vehicles are fixed to, or firmly stowed in, the railway waggons.

4. Wooden receptacles may not be used for lead sediment containing sulphuric acid, obtained from accumulators and lead chambers, unless it is possible to prevent any percolation of acid.

5. Receptacles containing hydrofluoric acid (1) must be made of lead or gutta-percha when the acid is diluted; wooden receptacles with strong paraffin packing inside are also permissible. Iron receptacles with an air-tight screw stopper may also be used for concentrated acid containing at least 70 % of pure acid. These iron receptacles must not be delivered, whether full or empty, to the stations of despatch, until all traces of acid have been removed from their external surface. Receptacles used for hydrofluoric acid, whether full or empty, must bear a label or inscription, with the words: “Concentrated hydrofluoric acid containing 70 % of pure acid”, in conspicuous and permanent lettering, as well as a label, as shown in Model No. 3.

6. Sulphuric anhydride (5) must be packed:

   (a) In strong sheet iron or tin boxes, well soldered, or

   (b) In strong iron, tin or copper bottles, strongly and hermetically closed.

   The boxes and bottles must be securely packed in strong wooden, iron or tin receptacles, any spaces being filled with infusorial earth or other similar non-inflammable matter.

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The substances specified under 6, must be packed:

(a) In receptacles of wrought iron, cast iron, steel, lead or copper, which must be absolutely airtight and securely fastened, or

(b) In glass receptacles. In this latter case, the following requirements must be complied with:

(2) Glass receptacles must have thick walls and be hermetically closed with ground glass stoppers, fixed so that they cannot get loose.

(3) Glass receptacles containing more than 5 kg. must be placed in metal casings. Bottles containing a smaller quantity may be packed in strong wooden cases, divided internally into as many compartments as there are bottles. No case may contain more than four compartments.

(γ) Glass receptacles must be placed in the casings in such a way as to leave an empty space of at least 30 mm. between them and the walls. The empty spaces must be carefully filled with infusorial earth or other similar non-inflammable matter; in the case of acetyl chloride, sawdust may also be used.

(δ) The lid of the external receptacles must indicate the contents and bear the word "Fragile" or an equivalent indication.

8. In the case of aqueous solutions of hydrogen dioxide (oxygenated water) (7), strong glass or stoneware receptacles which will not decompose the hydrogen dioxide and are not hermetically closed, or which will not set up excessive pressure inside, must be used. Carboys, bottles and jars must be well packed in cases or in strong baskets, both cases and baskets being fitted with handles. Baskets must have a strong protective covering.

9. As regards refined crystallised sulphide of sodium (8) water-tight receptacles must be used, and as regards crude sulphide of sodium and coke with a soda base, airtight iron receptacles.

10. Bisulphate of soda must be packed in receptacles with impermeable walls which cannot be attacked by the contents. It may also be carried in open wagons, lead-lined, covered with tarpaulins, with a fitting to prevent immediate contact between the tarpaulin and the bisulphate.

11. Ground quick-lime must be packed in strong impermeable bags.

12. As regards the naphthalene specified under (11), a sheet made of closely-woven material must be supplied by the consignor at his expense and placed on the floor of the wagon to separate it from this substance.

13. All packages containing the substances specified under (1) to (6) must bear a label as in Model No. 3. Packages containing fuming red nitric acid must also bear a label as in Model No. 2.

Further Regulations.

1. The following substances may be packed together with other articles in strong, airtight and properly closed wooden receptacles, provided that the regulations concerning receptacles in Chapter A are complied with:

(a) Up to 500 grammes of bromine (4);

(b) Sulphuric anhydride (5) in quantities not exceeding 2 kg. It may also be packed in strong glass tubes, closed with the blow-pipe, and firmly wedged in strong tin receptacles, properly closed and filled with infusorial earth.

(c) Up to 5 kg. of the substances specified under 6.

(d) Up to 10 kg. of the substances specified under (1), (2) and (3).

The receptacles containing these substances must be firmly wedged in wooden receptacles.

2. The way-bill must contain the following particulars:

(a) As regards nitric acid (1) in glass vessels, the specific gravity for a temperature of 15 ° centigrade; if this is not mentioned in the bill of lading, the acid is regarded as concentrated (A. paragraph 1 (b) and (c)) ;
(b) As regards lead sediment containing sulphuric acid, obtained from accumulators and lead chambers, a statement to the effect that there is no danger of the sulphuric acid leaking;

(c) As regards residues of sulphuric acid obtained from the manufacture of nitro-glycerine, a statement that it has been completely denitrified; otherwise such residues will be refused for conveyance.

This statement is not required in the case of acid residues obtained from the manufacture of nitro-cellulose. A minimum content of nitro-cellulose is allowable.

3. The substances specified under (1) to (5) must be carried in open wagons. Covered wagons may, however, also be used:

(a) For the transport of the substances specified under 3, provided they are packed in strong watertight iron barrels, which must not be filled to more than nine-tenths of their capacity;

(b) For the transport of bromine (4), in quantities not exceeding 500 grammes of sulphuric anhydride (5) in quantities not exceeding 2 kg., and of the substances specified under (1), (2) and (3) in quantities not exceeding 10 kg., either alone or together with other substances, provided that the receptacles are carefully wedged in a strong wooden casing.

4. Aqueous solutions of hydrogen dioxide (oxygenated water), with a hydrogen dioxide content exceeding 6% but not exceeding 35% by weight, (7) also sulphide of sodium and coke with a soda base (8) are carried in covered wagons or open wagons covered with sheeting; aqueous solutions of hydrogen dioxide with a hydrogen dioxide content exceeding 35% by weight (7) must in every case be carried in special wagons (denijohn wagons, for instance).

5. Empty receptacles, which have been used for the substances specified under (1) to (5) must, when they are delivered for transport as part loads, be properly closed or thoroughly cleansed. The way-bill must mention the former contents.

6. The regulations contained in paragraphs (3) and (5) do not apply to fire extinguishers or to electric accumulators (A, paragraphs (2) and (5)).

7. Receptacles containing hydrofluoric acid (1) must have the stopper on top.

8. The provisions laid down in A, paragraph (1), with the exception of those included under (a) to (d), are applicable to tank-wagon receptacles used for the transport of corrosive substances.

9. Ground quick-line in bags must only be carried in covered wagons.

10. When the way-bill states that crude naphthalene has had the oily portion removed by means of the hydraulical press or the centrifugal machine to such a degree as to make further oozing impossible, its transport is not subject to any conditions.

C.

Method of Transport.

1. The substances specified under 3 are accepted for carriage by "grande vitesse" in part loads, provided they are packed as stipulated in B, paragraph (3) (a); substances specified in (1) to (3) in quantities not exceeding 10 kg.; bromine up to 500 grammes and sulphuric anhydride up to 2 kg. are also accepted, provided they are packed as specified in B, paragraph (3) (b).

2. This restriction does not apply to fire extinguishers or electric accumulators (A, paragraphs (2) and (3)).

D.

Exceptions to the regulations laid down in A, B and C.

The products specified in Class V, when they are intended for scientific research or pharmaceutical use and are despatched in quantities not exceeding 1 kg. of each product, are not subject to these regulations, provided they are packed in glass or stoneware receptacles with an airtight stopper and that the latter are in their turn carefully packed in strong wooden cases, watertight and properly closed.
Class VI.

Offensive and evil smelling products.

The following are accepted for transport:

1. Fresh tendons, clippings of fresh skins used for the manufacture of glue, not limed\(^1\), also trimmings thereof; fresh horns and hoofs from which the adjacent bone and soft parts have not been removed, fresh bones from which the surrounding flesh or other soft parts have not been removed and other offensive animal products with a disagreeable smell not mentioned below.

2. Fresh skins not salted.

3. Cleaned or dried bones; hoofs and horns, cleaned or dried.

4. Fresh calf rennet from which all traces of food have been removed.

5. Compressed waste products obtained from the manufacture of size (calcareous residuum, residuum from the lining of skin clippings or residuum used as a fertiliser).

6. Non-compressed residues of the kind specified in (5).

7. Manure mixed with straw.

8. Other excrement, including that obtained from cesspools.

Conditions of transport.

A.

Packing.

1. The substances enumerated below when delivered for transport as part loads, must be packed as follows:

   (a) The substances specified under (1), (5) and (6):

   In strong wooden receptacles (casks, small vats or cases) watertight and properly closed; the contents must not give off an offensive smell.

   (b) The substances specified under (2):

   In strong wooden receptacles (casks, small vats or cases) watertight and properly closed, or in strong bags, impermeable and properly closed, impregnated with suitable disinfectants, such as carbolic acid or lysol, so that no offensive smell is perceptible; the use of these bags is, however, confined to the months of November, December, January and February.

   (c) The substances specified under (3):

   In watertight receptacles (casks or small vats) or in strong bags.

   (d) Calf rennet (4):

   In strong wooden receptacles (casks or small vats), watertight and properly closed; from April to September inclusive, calf rennet must be salted, from 15 to 20 grammes of kitchen salt being used for each rennet; a layer of salt not less than 1 cm. thick must also be spread on the bottom of the receptacles used for packing and on the top layer of the rennets; the way-bill must contain a statement to the effect that these requirements have been complied with.

   (e) Dog dung (8):

   In strong metal or wooden receptacles, watertight and properly closed.

   (f) Pigeon droppings (8):

   In strong wooden receptacles (casks or small vats) watertight and properly closed; dried pigeon droppings may also be packed in strong impermeable bags.

No traces of the contents must adhere to the outside of the receptacles used for packing.

2. The following regulations must apply to complete truck-loads:

   (a) The substances specified under (1) and (2):

   (1) If covered, specially-equipped and well-ventilated wagons are used, the goods need not be packed. They must be impregnated with carbolic acid, not less than 5 %, or other suitable disinfectants, so that no offensive odour is perceptible.

\(^1\) Clippings of limed skins are not subject to any conditions as regards transport.
(2) If ordinary open goods wagons are used:

(a) From March 1 to October 31, the substances must be packed in strong impermeable bags, these bags being impregnated with the disinfectants specified in (1), so that no offensive smell is perceptible. All consignments of this kind must be covered with a sheet made of very strong cloth (known as hop-cloth), impregnated with a solution of one of the above-mentioned disinfectants; this sheet must itself be covered with a large impermeable cloth not tarred.

(b) From November 1 to the end of February, the substances need not be packed in bags. The consignments must, however, be covered with a hop-cloth sheet, the latter being completely covered with a large impermeable cloth, not tarred. If necessary, the first sheet must be impregnated with one of the disinfectants mentioned under (1), so that there may be no offensive smell;

(c) If the disinfectants are not sufficiently strong to prevent an offensive smell, the consignments must be packed in strong casks or small vats, airtight and properly closed, so that no smell is given off.

(b) The substances specified under (3) do not require special packing; if they are delivered unpacked and in open wagons they must, however, be completely covered with impermeable sheeting.

(c) Calf rennet (4):
Must be packed as stipulated in paragraph (1) (d).

(d) The substances specified under (5):
Must be completely covered with two large impermeable sheets placed one on top of the other and not tarred. The lower sheet must be impregnated with suitable disinfectants (carbolic acid, lysol, etc.) so that no offensive smell is perceptible. A layer of dry slaked lime, peat powder or used tan bark must be spread between the sheets.

(e) Substances specified under (6):
Must be packed as stipulated in paragraph (1) (a).

(f) Manure mixed with straw (7): does not require special packing; if it is delivered unpacked, the consignment must, however, be completely covered with impermeable sheeting.

(g) The substances specified under (8):
Must be packed in strong receptacles, watertight and properly closed. Dried dog dung and dried pigeon droppings may also be packed in strong impermeable bags.

B.

Further regulations.

1. The railway may require that such substance be only transported in certain trains, may insist on transport charges being paid in advance, and may also issue special regulations in respect of the hour at which loading and unloading should take place and the time allowed, and also in respect of cartage on departure and arrival. The railway may also require the consignor to supply tarpaulins.

2. The substances enumerated under (7) and (8) (with the exception of dog dung and pigeon droppings) will not be accepted as part loads.

3. Receptacles containing excrement of dogs must not be rolled, but must be carried in an upright position.

4. The railway which carries a consignment to its final destination shall take steps to ensure that railway wagons having carried loads of the articles enumerated under (1), (2), (3) and (7), in bulk, or loads of the articles enumerated under (8) shall, after each occasion on which they have been used, be cleaned or disinfected in accordance with the legal regulation in force in the contracting State in which the station of destination is situated. The costs of disinfection are chargeable against the goods.

5. Should a nauseous odour be perceived, the railway may at any time cause the goods from which the odour proceeds to be treated with suitable disinfectants with a view to removing the same. Any expenses incurred are chargeable against the goods.

6. The substances enumerated under (3) and (4) may be carried in open wagons. They may not be stowed in the same wagon as food-stuffs or other goods intended for consumption. The substances
enumerated under (1), (2), (5), (6), (7) and (8), must be carried in open wagons (see A (2) (a), (1)); dry excrement of dogs, when packed in accordance with the regulations laid down under the last sentence of A (2) (f), shall be carried in closed waggons or in open wagons securely covered with tarpaulins.

7. Empty receptacles and tarpaulins used in connection with the carriage of substances enumerated under class VI must be completely cleaned and treated with suitable disinfectants till they cease to give off any offensive odour. The way-bill must state for what purpose they have been used. They must be carried in open wagons.

8. Such consignments shall, in any case, be subject to the police regulations in force in each State.

C.

Method of Transport.

The substances enumerated under Class VI, empty receptacles having contained such substances, and the returned tarpaulins which have been used for such traffic, cannot be carried by "grande vitesse" in incomplete wagon-loads.
MODÈLE DE L'ÉTIQUETTE N° 2.
MODEL OF LABEL NO 2.

Black on red background. Scale 3/5.
Modèle de l'étiquette n° 3.
Model of Label No. 3.

Rouge sur fond blanc. Format 4/3.
Red on white background. Scale 4/3.
Modèle de l'étiquette "A manœuvrer avec précaution!" (Echelle : 1/3).
Model of label "Handle with Care!" (Scale : 1/3).

A manœuvrer avec précaution!
Handle with care!

Noire sur fond rouge.
Black on red background.
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.

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>To be paid by consignor</th>
<th>Details of charges</th>
<th>Unit of charges</th>
<th>To be collected from consignee</th>
<th>To be paid by consignor</th>
<th>Details of charges</th>
<th>Unit of charges</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>Carried over</td>
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<tr>
<td>Charges forward</td>
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<td>To be paid for charges forward</td>
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<td>Transport rates to</td>
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<tr>
<td>Carried forward</td>
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<td></td>
</tr>
</tbody>
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Done at Berne, October the twenty-third, one thousand nine hundred and twenty-four.

For Germany:
   Eduard Hoffman.

For Austria:
   Dr. Leo Di Pauli.

For Belgium:
   Fernand Peltzer.

For Bulgaria:
   D. Mikoff.

For Denmark:
   A. Oldenburg.

For the Free City of Danzig:
   J. Modzelewski.

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For Roumania:
   N. P. Comnène.

For the Saar Territory Governing Commission:
   J. Morize.

For the Kingdom of the Serbs, Croats and Slovenes:
   M. Jovanovitch.

For Sweden:
   Alströmer.

For Switzerland:
   Motta.

For Czechoslovakia:
   Dr. Lankaš.
ANNEX II (Article 6, § 6).

INTERNATIONAL TRANSPORT BY RAIL.

WAY-BILL.
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.

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>To be paid by consignee</th>
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<td>Carried over</td>
<td></td>
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<tr>
<td>Charges forward</td>
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<td></td>
</tr>
<tr>
<td>To be paid for charges forward</td>
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<tr>
<td>Transport rates to</td>
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<td>Extra charge for declared interest in delivery</td>
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<tr>
<td>Carried forward</td>
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<td></td>
</tr>
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N. P. Comnène.

For the Saar Territory Governing Commission:
J. Morize.

For the Kingdom of the Serbs, Croats and Slovenes:
J. Jovanovitch.

For Sweden:
Alströmer.

For Switzerland:
Motta.

For Czechoslovakia:
Dr. Lankaš.
ANNEX III (Article 12).

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 what is not necessary.

Done at Berne, October the twenty-third, one thousand nine hundred and twenty-four.

For Germany:
   Eduard Hoffman.
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   C. Colson.
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For Hungary:
   F. Parcher de Terjékfalva.
For Italy:
   Garbasso.

No. 1778.

For Latvia:
   Dr. O. Voit.
For Lithuania:
   V. Sidzikauskas.
For Luxembourg:
   Lefort.
For Norway:
   J. Irgens.
For the Netherlands:
   W. Doude van Troostwijk.
For Poland:
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   J. Morize.
For the Kingdom of the Serbs, Croats and Slovenes:
   M. Jovanovitch.
For Sweden:
   Alströmér.
For Switzerland:
   Motta.
For Czechoslovakia:
   Dr. Lankaš.
ANNEX IV (Article 17, § 3).

INTERNATIONAL SERVICE.

PREPAYMENT NOTE.

Fast or slow freight 
(Grande or petite vitesse)

<table>
<thead>
<tr>
<th>Station of despatch</th>
<th>Consignor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Station of destination</td>
<td>Consignee</td>
</tr>
</tbody>
</table>

The consignment as below must be delivered to the consignee free of, but against repayment of:

* 

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

Sum deposited by the consignor:

Interest in delivery:

Date

Station Master:

<table>
<thead>
<tr>
<th>Despatch</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number</td>
</tr>
<tr>
<td>Date of the train sheet</td>
</tr>
<tr>
<td>Number of the way-bill</td>
</tr>
<tr>
<td>from</td>
</tr>
<tr>
<td>to</td>
</tr>
</tbody>
</table>

| Address or marks and numbers |
|---|---|---|---|---|
| Number | Packing | Contents | Weight in kg |

Amount of charges paid
(see overleaf).

* 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) "show exactly what charge or charges are not prepaid"; (f) "free as far as ... frontier" (franco jusqu'à ... frontière) or "free up to ..." (franco jusqu'à).
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 ..............

Done at Berne, October the twenty-third, one thousand nine hundred and twenty-four.

For Germany:
  Eduard Hoffman.

For Austria:
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For Belgium:
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For Roumania:
  N. P. Comnène.

For the Saar Territory Governing Commission:
  J. Morize.

For the Kingdom of the Serbs, Croats and Slovenes:
  M. Jovanovitch.

For Sweden:
  Alströmer.

For Switzerland:
  Motta.

For Czechoslovakia:
  Dr. Lankaš.
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 fast freight (à grande vitesse) way-bill.

Date ....................... 19... Consigned to M. ....................... at ....................... Railway station.

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 ........................................ for charges forward.
   (in words)
6. Deliver the consignment on payment of ........................................ for charges forward in lieu of the sum given on the way-bill for same.
   (in words)
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 International Convention 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 corrected. This is to confirm our telegram of ........................................... (date) No. .................................. (Place) ............................... (Date)

Station Master .................................. (Signature)

No. 1778
Done at Berne, October the twenty-third, one thousand nine hundred and twenty-four.

For Germany:
Eduard Hoffman.

For Austria:
Dr. Leo Di Pauli.

For Belgium:
Fernand Peltzer.

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For the Saar Territory Governing Commission:
J. Morize.

For the Kingdom of the Serbs, Croats and Slovenes:
M. Jovanovitch.

For Sweden:
Alströmer.

For Switzerland:
Motta.

For Czechoslovakia:
Dr. Lankas.
ANNEX VI.
(Article 57.)

REGULATIONS
regarding the Central Office for International Transport by Rail.

Article 1.

§ 1. — The Central Office for international transport by rail shall have its headquarters at Berne. The Swiss Federal Council shall be entrusted with the task of organising the said office in the manner laid down in Article 57 of the Convention and shall supervise its work.

§ 2. — The expenses of the Central Office shall be borne by the contracting States in proportion to the length of the railway lines used or distance over which goods are carried by other undertakings allowed to participate in the carriage of goods under the conditions laid down by the International Convention. Shipping companies shall, however, bear a part of the expenses proportionate to half of the distance over which they carry goods. The contribution of each State shall be not more than Fr. 1.40 per kilometre. The amount of the sum due yearly per kilometre of railway line shall be fixed for each financial year by the Swiss Federal Council, which shall first consult the Central Office and take account of the circumstances and requirements of the moment. The total sum due shall always be collected. When the actual expenditure of the Office is less than the sum calculated on this basis, the part not spent shall be paid into the Retirement and Pensions Fund, and the interest accruing thereon shall be used for the purpose of making grants or allowances to officials and employees of the Central Office should they be permanently incapacitated from continuing their duties by reason of advanced age, accident or sickness.

When the report on the work of the Office and the annual accounts are submitted to the Contracting States, the Central Office shall invite them to pay their contributions towards the expenditure of the financial year which has just closed. Any State not having paid its contribution by October 1 shall once more be requested to do so. Should this request have no result the Central Office shall send a further reminder at the beginning of the next year when forwarding the report on the close of the next financial year. If by the following July 1st no account has been taken of this reminder, the State in arrears shall be approached a fourth time and requested to pay the two annual contributions due. Should this step not be successful, the Central Office shall three months later notify the State in question that if the expected payment has not been made by the end of the year, that fact will be interpreted as a tacit manifestation of the desire of that State to withdraw from the Convention. If by December 31 no action has been taken as a result of this last reminder, the Central Office, taking note of the desire to withdraw from the Convention tacitly expressed by the defaulting State, shall remove the lines of that State from the list of the lines accepted for international transport service.

Sums not recovered shall be met as far as possible from the ordinary credits at the disposal of the Central Office, and the payments necessary for this purpose may be spread over four financial years. Any part of a deficit not met in this manner shall be debited in a special account to the other States in proportion to the number of kilometres of railway line under the Convention at the time when the accounts are drawn up, and the amount chargeable to each State shall be estimated in accordance with the extent to which that State during the period of two years previous to the withdrawal of the defaulting State shall have been a party to the Convention with the defaulting State. A State whose lines have been removed from the list under the conditions laid down in the previous paragraph can only obtain their re-acceptance for international transport by previously paying the sums which the said State owes for the years in question with interest at 5% as from the end of the sixth month from the date on which the Central Office first requested that State to pay the contributions due from it.

Article 2.

§ 1. — The Central Office shall publish a monthly bulletin containing all information necessary for applying the Convention, particularly communications relating to the list of railways and other undertakings and with regard to articles excluded from transport or accepted under certain conditions and also such documents concerning law and statistics which it may be thought necessary to insert in the bulletin.

§ 2. — The bulletin shall be drawn up in French and German. A free copy shall be sent to each State and each Administration concerned. Any other copies that may be requested shall be paid for, the price being fixed by the Central Office.

No. 1778
Article 3.

§ 1. — Accounts and bills due for international transport which have not been paid may be forwarded by the creditor Administration to the Central Office, which shall assist in recovering the sums due. For this purpose the Central Office shall request the debtor transport undertaking to pay the sum due or to give reasons for refusing to do so.

§ 2. — Should the Central Office consider that the reasons given for refusal are adequate, the Central Office shall send the parties before the judge who is competent to decide on the case.

§ 3. — Should the Central Office be of opinion that all or part of the sum in question is really due, it may, after having consulted an expert, declare that the debtor transport undertaking should be obliged to pay the Central Office all or part of the sum due; the sum thus paid shall be retained by the Office until the judge competent to deal with the case has decided on the whole matter in dispute.

§ 4. — Should a transport undertaking not have complied with the injunctions of the Central Office within fifteen days, a fresh request shall be made to the said undertaking and it shall be informed of the consequences of refusal.

§ 5. — Ten days after this fresh summons, should there be no result therefrom, the Central Office shall send the State to which the transport undertaking in question belongs, a notice, with a statement of the reasons on which it is based, requesting that State to see what measures can be taken, and particularly to consider whether the debtor transport undertaking should remain on the list of lines.

§ 6. — Should the State to which the debtor transport undertaking belongs declare that in spite of non-payment it does not think that the said undertaking should be removed from the list, or should the State not reply to the communication from the Central Office within six weeks, the said State shall accordingly be regarded as guaranteeing the solvency of the said undertaking in respect of claims arising out of international transport.

Done at Berne on October the twenty-third, one thousand nine hundred and twenty-four.

For Germany:
Eduard Hoffman.

For Austria:
Dr. Leo Di Paoli.

For Belgium:
Fernand Peltzer.

For Bulgaria:
D. Mikoff.

For Denmark:
A. Oldenburg.

For the Free City of Danzig:
J. Modzelewski.

For Spain:
Emilio de Palacios.

For Estonia:
K. Menning.

For Finland:
Urho Toivola.

For France:
H. Allizé.
Maurice Sibille.
C. Colson.

For Greece:
Vassili Dendramis.

For Hungary:
F. Parcher de Terjékfalva.

For Italy:
Garbasso.

For Latvia:
Dr. O. Voit.

For Lithuania:
V. Sidziakauskas.

For Luxemburg:
Lefort.

For Norway:
J. Irgens.

For the Netherlands:
W. Doude van Troostwijk.

For Poland:
J. Modzelewski.

For Portugal:
A. M. Bartolomeu Ferreira.
For Roumania:
N. P. COMNÈNE.

For Sweden:
ALSTRÖMER.

For the Saar Territory Governing Commission:
J. MORIZE.

For Switzerland:
MOTTA.

For the Kingdom of the Serbs, Croats and Slovences:
M. JOVANOVITCH.

For Czechoslovakia:
DR. LANKAŠ.

ANNEX VII.
(Article 60.)

REGULATIONS
REGARDING THE COMMITTEE OF EXPERTS.

Article 1.

Germany, France and Italy shall be permanently represented on the Committee of Experts. All other Contracting States may, if they think necessary, be represented at the meetings of the Committee.

Article 2.

The governments of the Contracting States shall communicate their recommendations and proposals concerning Annex I, giving reasons for same, to the Central Office for international transport by rail. The Office shall immediately bring them to the notice of the other Contracting States. Whenever it may appear necessary, the Central Office shall request the Committee to meet. All Contracting States shall be notified of the meetings of the Committee two months beforehand. The notice given must state the exact contents of the agenda.

Article 3.

When three Contracting States are represented, the Committee shall be regarded as having a quorum.

Article 4.

The Committee shall itself nominate the chairman and vice-chairman for each session.

Article 5.

The decisions of the Committee shall be taken by a majority vote of the States represented. Should the number of votes be equal, the Chairman of the meeting shall have a casting vote.

Article 6.

Every State shall be liable for the expenses of its representatives.

Article 7.

The Central Office shall be responsible for the service of the Secretariat and the correspondence of the Committee.

No. 1778
Th. The director, or should he be absent, the vice-director of the Central Office shall attend the meetings of the Committee in an advisory capacity.

Done at Berne on the October the twenty-third, one thousand nine hundred and twenty-four.

For Germany:
Eduard Hoffman.

For Austria:
Dr. Leo Di Pauli.

For Belgium:
Fernand Peltzer.

For Bulgaria:
D. Mikoff.

For Denmark:
A. Oldenburg.

For the Free City of Danzig:
J. Modzelewski.

For Spain:
Emilio de Palacios,*

For Estonia:
K. Menning.

For Finland:
Urho Toivola.

For France:
H. Allizé.
Maurice Sibille.
C. Colson.

For Greece:
Vassili Dendramis.

For Hungary:
F. Parcher de Terjékelva.

For Italy:
Garbasso.

For Latvia:
Dr. O. Voit.

For Lithuania:
V. Sidzikauskas.

For Luxemburg:
Lefort.

For Norway:
J. Irgens.

For the Netherlands:
W. Doude van Troostwijk.

For Poland:
J. Modzelewski.

For Portugal:
A. M. Bartolomeu Ferreira.

For Roumania:
N. P. Comnène.

For the Saar Territory Governing Commission:
J. Morizi.

For the Kingdom of the Serbs, Croats and Slovenes:
M. Jovanovitch.

For Sweden:
Alströmer.

For Switzerland:
Motta.

For Czechoslovakia:
Dr. Lankaš.
PROTOCOL.

At the moment of signing the Convention on the Transport of Goods by Rail, concluded this day, the undersigned Plenipotentiaries, in the presence and with the participation of the Representative of the Governing Commission of the Saar Territory, have declared and agreed as follows:

1. Ratification and coming into force.

The Convention shall be ratified and the instruments of ratification shall be deposited at Berne as soon as possible; it shall come into force between such States as have ratified it as soon as an agreement on the matter has been reached between the Governments of the said States.

II. Temporary provisions.

In view of the fact that the respective value of the currency used in the various States is liable to sudden fluctuations, every State may, during a period of not more than four years from the coming into force of the Convention, either by clauses inserted in its tariffs or by Government decree, admit exceptions to the provisions of Articles 17, 18, 21, 29 and 36 of the Convention and decide in the case of certain traffic:

1. (a) That goods leaving the State in question shall only be accepted if carriage to the frontier is pre-paid;
   (b) That no charge shall be levied on goods entering that State, or that goods consigned to that State cannot have carriage prepaid on departure further than the frontier of that State;
   (c) That carriage charges for goods passing through the State in transit shall be paid for in the country from which or in the country to which, the goods are consigned, according as the parties to the transaction may agree.
2. That goods carried over the railway lines of the State in question shall not be liable for any payment on delivery and that cash advances shall not be allowed.
3. That the consignor shall not be allowed to alter the transport contract in respect of prepayment or payment on delivery.
4. That the maximum figures of 50 francs and 100 francs fixed by Articles 29 and 36 shall be lowered to 25 francs and 50 francs respectively.

The present Protocol, which shall be ratified at the same time as the Convention concluded this day, shall be regarded as forming an integral part of that Convention, and shall have the same value and remain in force for the same period as the Convention.

In faith whereof the Plenipotentiaries and the Representative of the Governing Commission of the Saar Territory have signed the present Protocol.

Done at Berne on the twenty-third day of October, one thousand nine hundred and twenty-four, in a single copy which shall remain deposited in the archives of the Swiss Confederation, and of which an authenticated copy shall be transmitted to each of the signatory Powers.

For Germany:
Eduard Hoffmann.

For Belgium:
Fernand Peltzer.

For Austria:
Dr. Leo Dö Pauli.

For Bulgaria:
D. Mikoff.

No. 1778
For Denmark:
A. Oldenburg.

For the Free City of Danzig:
J. Modzelewski.

For Spain:
Emilio de Palacios.

For Estonia:
K. Menning.

For Finland:
Urho Toivola.

For France:
H. Allizé.
Maurice Sibille.
C. Colson.

For Greece:
Vassili Dendramis.

For Hungary:
F. Parcher de Terjékfalva.

For Italy:
Garbasso.

For Latvia:
Dr. O. Woit.

For Lithuania:
V. Sidzikauskas.

For Luxemburg:
Lefort.

For Norway:
J. Irgens.

For the Netherlands:
W. Doude van Troostwijk.

For Poland:
J. Modzelewski.

For Portugal:
A. M. Bartolomeu Ferreira.

For Roumania:
N. P. Comnène.

For the Saar Territory Governing Commission:
J. Morize.

For the Kingdom of the Serbs, Croats and Slovenes:
M. Jovanovitch.

For Sweden:
Alströmmer.

For Switzerland:
Motta.

For Czechoslovakia:
Dr. Lankas.

In execution of the Final Protocol of the International Convention of October 23, 1924, concerning the Traffic of goods by rail, concluded between Germany, Austria, Belgium, Bulgaria, Denmark, The Free City of Danzig, Spain, Estonia, Finland, France, Greece, Hungary, Italy, Latvia, Lithuania, Luxembourg, Norway, The Netherlands, Poland, Portugal, Roumania, The Kingdom of the Serbs, Croats and Slovenes, Sweden, Switzerland and Czechoslovakia, with the participation of the Saar Territory Governing Commission, and in pursuance of the invitation addressed by the Swiss Federal Council to the High Contracting Parties, the undersigned Plenipotentiaries met to-day in the Federal Palace at Berne, in the presence and with the participation of M. Pierrotet, Delegate of the Saar Territory Governing Commission, to deposit the ratifications of the aforesaid Convention, which, together with its Annexes and its Final Protocol, constitutes a set of nine Acts, and to fix the date for the coming into force of this international Act.

After having communicated their full powers, found in good and due form, the undersigned Plenipotentiaries produced their instruments of ratification, done in a single copy for each country; and the said instruments having been found, after examination, accurate and concordant, were entrusted to the Government of the Swiss Confederation to be deposited in its archives, together with the present Proces-Verbal.

According to the Final Protocol of the aforesaid Convention, the latter will come into force as between the countries which have ratified it as soon as an agreement to that effect shall have been concluded between the Governments of those countries.

Accordingly, the undersigned Plenipotentiaries have decided on this day as follows:

1. Paragraph 2 of Article 60 and Annex VII of the International Convention of October 23, 1924, concerning the Traffic of goods by rail (C. I. M.) shall come into force on the morrow of this day, that is to say, on the nineteenth day of October, one thousand nine hundred and twenty-seven.

2. The remaining provisions of the International Convention of October 23, 1924, concerning the transport of goods by rail, shall come into force on the first day of October, one thousand nine hundred and twenty-eight.

As from the aforesaid date, the International Convention of October 14, 1890, concerning the transport of goods by rail, together with the amendments subsequently made to the aforesaid Convention, and the additional Declaration of September 20, 1893, shall be abrogated and shall be replaced by the International Convention of October 23, 1924, concerning the transport of goods by rail.

3. It is understood that the decisions of the Committee of Experts provided for in § 2 of Article 60 of the said Convention, as communicated to the Governments concerned by the letter from the Central Office, No. 697, of February 28th, 1927, shall be regarded as having been notified within the meaning of Article 60, § 2 of the International Convention concerning the carriage of goods by rail dated October 19th, 1927. Therefore, the time-limit of two months provided for in Article 60, § 2 is reckoned as commencing on October 19, 1927. Nevertheless, in order to enable the Railway Administrations to initiate

1 In virtue of an act decreed by His Most Serene Highness the Sovereign Prince of Liechtenstein, the Swiss Federal Council has been authorised to declare, on behalf of the Government of the Principality, that the signature by the Swiss representatives of the two Conventions in question and the two above Proces-verbaux is also valid in respect of the Government of the Principality of Liechtenstein, which regards itself as fully bound by the above-mentioned international Agreements. This declaration has been approved by the contracting States.
immediately the preparatory work necessary for putting the new regulations into force, the undersigned here and now declare that their Government will raise no objection to the text resulting from the decisions of the Committee of Experts and communicated to the said Governments by the Central Office on February 28th, 1927. It is understood that the Central Office will take all necessary measures to ensure that Annex I shall come into force on the same date as the Convention.

The present Procès-Verbal shall remain open till January 1st, 1928, for the signature of any Governments of the contracting States which have not yet been able to sign it. As regards States which deposit their instruments of ratification subsequently to January 1st, 1928, the present Convention shall come into force after a period of three months, reckoned from the date of the notification of the deposit by the Swiss Government to the other contracting States, it being understood that the said Convention cannot come into force prior to the first of October, one thousand nine hundred and twenty-eight.

In faith whereof, the undersigned Plenipotentiaries and the Delegate of the Saar Territory Governing Commission have drawn up and signed the present Procès-Verbal.

Done at Berne, this eighteenth day of October, one thousand nine hundred and twenty-seven, in a single copy, a certified true copy of which shall be delivered to each of the Parties.

For Germany:
Dr. Adolf Müller.

For Austria:
Dr. Leo Di Pauli.

For Belgium:
Fernand Peltzer.

For Bulgaria:
D. Mikoff.

For Denmark:
A. Oldenburg.

For the Free City of Danzig:
J. de Modzelewski.

For Spain:
Mauricio Lopez-Roberts y Terry, Marquis de la Torrehermosa.

For Finland:
Hugo Valvanne.

For France:
Pierre Guerlet.

For Hungary:
Felix Parcher de Terjékfalva.

For Italy:
B. Pignatti.

For Latvia:
Charles Duzmans.

For Luxembourg:
Lefort.

For Norway:
J. Irgens.

For the Netherlands:
W. Doude van Troostwijk.

For Poland:
J. de Modzelewski.

For Roumania:
N. P. Comnène.

For the Saar Territory Governing Commission:
Pierrotet.

For Sweden:
Kumlin.

For Switzerland:
Dr. Haab.

For Czechoslovakia:
Dr. Veverka.