No. 12435

CANADA
and
MEXICO

Air Transport Agreement (with route schedule and exchange of notes). Signed at Mexico City on 21 December 1961

Authentic texts of the Agreement: English and Spanish.
Authentic texts of the exchange of notes: English, French and Spanish.
Registered by the International Civil Aviation Organization on 19 April 1973.

CANADA
et
MEXIQUE

Accord relatif aux transports aériens (avec tableau des routes et échange de notes). Signé à Mexico le 21 décembre 1961

Textes authentiques de l'Accord : anglais et espagnol.
Textes authentiques de l'échange de notes : anglais, français et espagnol.
Enregistré par l'Organisation de l'aviation civile internationale le 19 avril 1973.

AIR TRANSPORT AGREEMENT[1] BETWEEN THE GOVERNMENT OF CANADA AND THE GOVERNMENT OF THE UNITED MEXICAN STATES

The Government of Canada and the Government of the United Mexican States;

Being parties to the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December 1944;[2]

Considering that the possibilities of commercial aviation as a means of transport and of promoting friendly understanding and goodwill among peoples are increasing from day to day;

Desiring to strengthen even more the cultural and economic bonds which link their peoples and the understanding and goodwill which exist between them;

Considering that it is desirable to organize, on equitable bases of equality and reciprocity, regular air services between the two countries, in order to obtain greater cooperation in the field of international air transportation;

Desiring to conclude an agreement which will facilitate the attainment of the aforementioned objectives;

Have accordingly appointed duly authorized plenipotentiaries for this purpose, who have agreed as follows;

Article 1. For the purpose of this Agreement:

(*a*) The word "agreement" shall mean the Agreement and the route schedule annexed thereto;

(*b*) The term "the Chicago Convention" means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December 1944, and includes any annex adopted under article 90 of that Convention and any amendment of the annexes or Convention under articles 90 and 94 thereof;

(*c*) The term "aeronautical authorities" shall mean, in the case of the United Mexican States, the Ministry of Communications and Transport or any person or entity authorized to perform the functions exercised at present by the Ministry of Communications and Transport, and in the case of Canada, the Minister of Transport, the Air Transport Board or any other person or body authorized to perform the functions exercised at present by the said Minister or Board;

(*d*) The term "designated airlines" means an airline which one Contracting Party shall have designated, by written notification to the other Contracting Party, in accordance with article 3 of this Agreement, for the operation of agreed services on the routes specified in such notification;

(*e*) The term "agreed services" shall mean the air services to be operated by virtue of this Agreement on the routes specified in the appropriate section of the route schedule;

[1] Came into force provisionally on 21 December 1961 by signature, and definitively on 21 February 1964, the date laid down in an exchange of diplomatic notes, which took place after each Contracting Party had obtained the constitutionally required approval, in accordance with article 20.

[2] United Nations, *Treaty Series*, vol. 15, p. 295. For the texts of the Protocols amending this Convention, see vol. 320, pp. 209 and 217; vol. 418, p. 161, and vol. 514, p. 209.

(*f*) The term "territory" shall mean the land areas and territorial waters adjacent thereto under the sovereignty, suzerainty, protection, or mandate of the State concerned;

(*g*) The terms "air service", "international air service", "airline" and "stop for non-traffic purposes", have the meanings respectively assigned to them in article 96 of the Chicago Convention;

(*h*) The term "capacity" in relation to an aircraft, shall mean the payload of that aircraft available between the point of origin and the point of destination of the service;

(*i*) The term "capacity" in relation to a service, shall mean the capacity of the aircraft used on such service, multiplied by the frequency operated by such aircraft over a given period and route;

(*j*) The term "change of gauge" means the operation of one of the agreed services by a designated airline in such a way that one section of the route is flown by an aircraft different in capacity from those used on another section;

(*k*) The term "specified route" shall mean the route described in the route schedule to this Agreement on which a designated airline is authorized to operate;

(*l*) The term "terminal" or "co-terminal" shall mean the point or points in the territory of each of the Contracting Parties at which a specified route starts or ends.

Article 2. Each Contracting Party grants to the other Contracting Party rights necessary for the operation of air services by the designated airlines, as follows:

(1) The rights of transit, of stops for non-traffic purposes, to carry into and out of the territory of the other Contracting Party, on the same flight, intransit traffic originating in or destined for points in third countries, and of commercial entry and departure for international traffic in passengers, cargo, and mail at the points in its territory named on each of the routes specified in the appropriate paragraph of the annexed route schedule.

(2) The fact that such rights may not be exercised immediately shall not preclude the subsequent inauguration of air services by the designated airlines of the Contracting Party to whom such rights are granted over the routes specified in the said route schedule.

(3) Nothing in this Article shall be deemed to confer on the airlines of one Contracting Party the privilege of taking up, in the territory of the other Contracting Party, persons, goods, or mail carried for hire or reward and destined for another point in the territory of that other Contracting Party.

Article 3. 1. Each Contracting Party shall have the right to designate in writing to the other Contracting Party one airline for the purpose of operating the agreed services on each of the specified routes.

2. The air services on a specified route may be inaugurated immediately or at a later date at the option of the party to whom the rights are granted by an airline of such party at any time after that party has designated such airline for that route and the other party has given the appropriate operating authorization. Such other party shall, subject to article 4, be bound to give this authorization without undue delay provided that the designated airline may be required to qualify before the competent aeronautical authorities of that party, under the laws and regulations normally applied by these authorities for the operation of international air services, before being permitted to engage in the operations contemplated in this Agreement.

3. Each Contracting Party shall have the right by written notification to the other Contracting Party to withdraw the designation of an airline and to substitute the designation of another airline.

Article 4. Each Contracting Party reserves the right to withhold or revoke the operating authorization provided for in article 3 of this Agreement from an airline designated by the other Contracting Party in the event that it is not satisfied that substantial ownership and effective control of such airline are vested in nationals of the other Contracting Party or in case of failure by such airline to comply with the laws and regulations referred to in article 5 of this Agreement, or in case of failure of the airline or the Government designating it to fulfill the conditions under which the rights are granted in accordance with this Agreement.

Article 5. 1. The laws and regulations of one Contracting Party relating to the admission to or departure from its territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft while within its territory, shall be applied to the aircraft of the airline designated by the other Contracting Party and shall be complied with by such aircraft upon entering or departing from and while within the territory of the first Contracting Party.

2. The laws and regulations of one Contracting Party relating to the admission to or departure from its territory of passengers, crew or cargo of aircraft, such as regulations relating to entry, clearance, immigration, passports, customs, and quarantine shall be complied with by or on behalf of such passengers, crew or cargo of the aircraft of the airline or airlines designated by the other Contracting Party upon entrance into or departure from, and while within the territory of the first Contracting Party.

Article 6. Certificates of airworthiness, certificates of competency and licenses issued or rendered valid by one Contracting Party, and still in force, shall be recognized as valid by the other Contracting Party for the purpose of operating the routes and services described in this Agreement, provided that the requirements under which such certificates or licenses were issued or rendered valid are equal to or above the minimum standards which may be established pursuant to the Convention on International Civil Aviation. Each Contracting Party reserves the right, however, to refuse to recognize, for the purpose of flight above its own territory, certificates of competency and licenses granted to its own nationals by another state.

Article 7. Fuel, lubricating oils, spare parts, regular aircraft equipment and aircraft stores introduced into the territory of one Contracting Party, or taken on board aircraft in that territory, by or on behalf of the other Contracting Party or its designated airline or airlines and intended solely for use by or in the aircraft of those airlines shall be accorded by the first Contracting Party, in respect of customs duties, inspection fees and other similar national or local duties and charges, treatment not less favourable that that accorded to the similar supplies introduced into the said territory, or taken on board aircraft in that territory, and intended for use by or in the aircraft of a national airline of the first Contracting Party, or of the most favoured airline of any other State, engaged in international air services.

Article 8. There shall be a fair and equal opportunity for the designated airlines of both Contracting Parties to operate on any route between their respective territories covered by this Agreement.

Article 9. In the operation by the designated airlines of either Contracting Party of the trunk services described in this Agreement, the interest of the airlines of the other Contracting Party shall be taken into consideration so as not to affect unduly the services which the latter provide on all or parts of the same routes.

Article 10. 1. The air services provided by the designated airlines operating under this Agreement shall bear a close relationship to the requirements of the public for such services.

2. It is understood that services provided by a designated airline under this Agreement shall retain as their primary objective the provision of capacity adequate to the traffic demands between the country of which such airline is a national and the countries of ultimate destination of the traffic. The right to embark or disembark on such services international traffic destined for and coming from third countries at a point or points on the routes specified in the route schedule shall be applied in accordance with the general principles of orderly development to which both Contracting Parties subscribe and shall be subject to the general principle that capacity should be related:

(*a*) to traffic requirements between the country of origin and the countries of ultimate destination of the traffic;

(*b*) to the requirements of through airline operation; and

(*c*) to the traffic requirements of the area through which the airline passes after taking account of local and regional services.

3. Both Contracting Parties agree to recognize that the fifth freedom traffic is complementary to the traffic requirements on the routes between the territories of the Contracting Parties, and at the same time is subsidiary in relation to the traffic requirements of the third and fourth freedom between the territory of the other Contracting Party and a third country on the route.

4. In this connection both Contracting Parties recognize that the development of local and regional services is a legitimate right of each of their countries. They agree therefore to consult periodically on the manner in which the standards mentioned in this article are being complied with by their respective designated airlines, in order to ensure that their respective interests in the local and regional services as well as in through services are not being prejudiced.

5. Every change of gauge justifiable for reasons of economy of operation, shall be permitted at any stop on the specified routes. Nevertheless, no change of gauge may be made in the territory of the other Contracting Party when it modifies the characteristics of the operation of a through airline service or if it is incompatible with the principles enunciated in this Agreement.

6. Before effecting any increase in capacity offered over one of the specified routes or in the frequency of service of said route, notification will be given to the aeronautical authorities of the other Contracting Party at least fifteen (15) days in advance by the aeronautical authorities of the Contracting Party concerned. In the event that the latter considers such increase as unwarranted in the light of traffic volume on the route in question, or that such an increase would unduly affect the interests of the airline designated by the latter, the latter may request, within a period of fifteen (15) days, a meeting for consultation with the other Contracting Party. Such consultation shall be initiated within thirty (30) days of the request and the designated airlines must present any information requested of them for the purpose of determining the necessity or justification for the proposed increase. In the event that no Agreement is reached by the

Contracting Parties within ninety (90) days from the date of the request for consultation, the issue will be submitted to arbitration pursuant to article 14. Meanwhile, the proposed increase may not go into effect.

Article 11. 1. Tariffs filed in accordance with this article shall be established at reasonable levels, due regard being paid to all relevant factors, such as costs of operation, reasonable profit, and the tariffs of the other airlines, as well as the characteristics of each service. Such tariffs shall be subject to the approval of the aeronautical authorities of the Contracting Parties.

2. Any tariff proposed to be established by a designated airline of either Contracting Party with respect to carriage of traffic from or to any point on a specified route in its own territory:

(*a*) To or from every point named on the same specified route in the territory of the other Contracting Party and beyond;

(*b*) To or from the point in the territory of a third country beyond its own territory named on a specified route to be operated by a designated airline of the other Contracting Party;

shall, if so required, be filed by such airline with the aeronautical authorities of the other Contracting Party at least forty-five (45) days before the proposed date of introduction unless the Contracting Party with whom the filing is to be made permits filing on shorter notice. The aeronautical authorities of each Contracting Party shall use their best efforts to ensure that the fares and rates charged and collected conform to the tariffs filed with either Contracting Party, and that no airline rebates any portion of such fares or rates, by any means, directly or indirectly, including the use of unrealistic currency conversion rates.

3. It is recognized by both Contracting Parties that during any period for which either Contracting Party has approved the traffic conference procedures of the International Air Transport Association, or of any other association of international airlines, any tariff agreement concluded through these procedures and involving airlines of that Contracting Party will be subject to the approval of that Contracting Party.

4. If a Contracting Party, on receipt of the notification referred to in paragraph 2 of this article is dissatisfied with the tariff proposed, it shall so inform the other Contracting Party at least thirty (30) days prior to the date that such tariff would otherwise become effective, and the Contracting Parties shall endeavour to reach agreement on the appropriate tariff.

5. If a Contracting Party is dissatisfied with an existing tariff, upon review of that existing tariff established by a designated airline of the other Contracting Party, it shall so notify the other Contracting Party and the Contracting Parties shall endeavour to reach agreement on the appropriate tariff, within a period of sixty (60) days from the date of notification.

6. In the event that an agreement is reached pursuant to the provisions of paragraphs 4 or 5 of this article, the tariff so agreed shall be put into effect on the date agreed.

7. (*a*) If under the circumstances set forth in paragraph 4 no agreement can be reached prior to the date that such tariff would otherwise become effective, or

(*b*) If under the circumstances set forth in paragraph 5 no agreement can be reached prior to the expiry of sixty (60) days from the date of notification:

then the Contracting Party raising the objection to the tariff may take such steps as it may consider necessary to prevent the inauguration or the continuation of the service in question at the tariff complained of, but the Contracting Party raising the objection to an existing tariff shall so notify the other Contracting Party thirty (30) days before the effective date of the action it intends to take to prevent the continuation of the service in question. The Contracting Party raising the objection shall not require the charging of a tariff higher than the lowest tariff charged by its own airline or airlines for comparable services between the same pair of points.

It is understood that the procedure provided for in paragraphs 4, 5 and this paragraph shall be applicable only in case of extreme conflict between the designated airline and the aeronautical authorities concerned. Normal cases in which approval of tariffs is withheld due to failure to comply with certain requirements on the part of the designated airline seeking the approval, or due to certain modifications in the rules which apply domestically, can always be solved directly between the designated airline and the aeronautical authorities concerned.

8. When in any case under paragraphs 4 and 5 of this article the aeronautical authorities of the two Contracting Parties cannot agree within a period of six months upon the appropriate tariff, after consultation initiated by the complaint of one Contracting Party concerning the proposed tariff or an existing tariff of the designated airline or airlines of the other Contracting Party, upon the request of either Contracting Party, the terms of Article 14 of this Agreement shall apply.

9. Each Contracting Party undertakes to use its best efforts to ensure that any fare or rate specified in terms of the national currency of one of the Contracting Parties will be established in an amount which reflects the effective exchange rate (including all exchange fees or other charges) at which the airlines of both Contracting Parties can convert and remit the revenue from their transport operations into the national currency of the other Contracting Party.

Article 12. 1. Both Contracting Parties agree that, subject to the provisions of this article, a designated airline of either Contracting Party may enter into a pooling arrangement for the operation of any of the routes specified in the route schedule to this Agreement.

2. "Pooling" means any arrangement made by a designated airline with any other airline or airlines of the same or different nationalities for the purpose of operating jointly any of the agreed services and to share amongst themselves the revenue and expenses thereof.

3. For the purpose of such pooling a designated airline may establish schedules, time-tables, combined or through joint fares and rates, enter into lease, with or without crew, charter and interchange of equipment arrangements.

4. Any such arrangement by the designated airline of one Contracting Party must be notified in writing to the other Contracting Party.

5. Arrangements referred to in this article are limited to pooling on any of the specified routes:

(*a*) between the designated airlines of the Contracting Parties;

(*b*) between a designated airline and other airline or airlines of the same Contracting Party;

(*c*) between a designated airline of one Contracting Party and an airline or airlines of a third country which is or are authorized by the other Contracting Party to exercise third and fourth or third, fourth and fifth freedom traffic rights at the point in the territory of the other Contracting Party through which the pooled service is to be operated.

6. Nothing in this article shall prevent the establishment and operation of the other joint operating organizations, international operating agencies or pooling arrangements referred to in articles 77 and 79 of the Chicago Convention.

Article 13. Consultation between the competent authorities of both Contracting Parties may be requested at any time by either Contracting Party for the purpose of discussing the interpretation, application, or amendment of this Agreement. Such consultation shall begin within a period of sixty (60) days from the date of the receipt of the request by the Department of External Affairs of Canada or the Ministry of Foreign Relations of the United Mexican States as the case may be. Should agreement be reached on amendment of the Agreement, such amendment will come into effect after it has been approved through the same procedure followed with respect to this Agreement.

Article 14. 1. Except as otherwise provided in this Agreement or its route schedule any dispute between the Contracting Parties relative to the interpretation or application of this Agreement or its route schedule which cannot be settled through consultation, shall be submitted to a tribunal of three arbitrators, one to be named by each Contracting Party, and the third to be agreed upon by the two arbitrators so chosen, provided that such third arbitrator shall not be a national of either Contracting Party.

2. Each of the Contracting Parties shall designate an arbitrator within sixty (60) days of the date of delivery by either Contracting Party to the other Contracting Party of a diplomatic note requesting arbitration of a dispute; and the third arbitrator shall be agreed upon within thirty (30) days after such period of sixty (60) days.

3. If the third arbitrator is not agreed upon, within the time limitation indicated, the vacancy thereby created shall be filled by the appointment of a person, designated by the President of the Council of the International Civil Aviation Organization, from a panel of arbitral personnel maintained in accordance with the practice of the International Civil Aviation Organization.

4. The Contracting Parties undertake to comply with any decision given under this article. A moiety of the expenses of the arbitral tribunal shall be borne by each Contracting Party.

Article 15. This Agreement and all amendments thereto shall be registered with the International Civil Aviation Organization.

Article 16. In the event that both Contracting Parties accept a general multilateral air transport convention, this Agreement shall be amended so as to conform with the provisions of the multilateral convention.

Article 17. Either of the Contracting Parties may at any time notify the other Contracting Party of its desire to terminate this Agreement. Such a notice shall be sent simultaneously to the International Civil Aviation Organization. In the event of denunciation by either Contracting Party, this Agreement shall terminate six months after the date of receipt of the notice to terminate unless by agreement between the Contracting Parties the notice is withdrawn before the expiration of that time. If the other Contracting Party fails to acknowledge receipt, notice shall be deemed to have been received fourteen days after its receipt by the International Civil Aviation Organization.

Article 18. This Agreement may be revised at the end of three years from this date or at any time thereafter if either Contracting Party should request negotiations under article 13 of this Agreement. However, pending revision of this Agreement or its termination pursuant to article 17 the Agreement, including the present route schedule and the rights granted thereunder, shall remain in force.

Article 19. The Air Transport Agreement concluded between the Government of Canada and the Government of the United Mexican States on July 27, 1953,[1] as amended,[2] will cease to be applied provisionally on the date of signature of this Agreement and will terminate on the date on which this Agreement will enter into force.

Article 20. This Agreement will come into force provisionally from the date of its signature and, definitively, from the date laid down in an exchange of diplomatic notes, such exchange to take place after each Contracting Party has obtained whatever approval may be required constitutionally by the Contracting Party concerned.

IN WITNESS WHEREOF the undersigned plenipotentiaries, being duly authorized thereto by their respective Governments, have signed this Agreement.

DONE this twenty-first day of December in the year nineteen hundred and sixty-one, in duplicate at Mexico City D.F., in the English and Spanish languages, both texts being equally authentic.

W. A. IRWIN	MANUEL TELLO
For the Government of Canada	For the Government of the United Mexican States

ROUTE SCHEDULE

SECTION I

An airline designated by the Government of the United Mexican States shall be entitled to operate air services, in both directions, on each of the air routes specified and to make scheduled stops in Canada at the points specified in this paragraph with the maximum initial number of authorized frequencies in each direction as indicated in section III below:

Points of Departure	*Destination in Canada*	*Points Beyond*
1. Mexico City, Guadalajara	Calgary, Vancouver	Beyond Vancouver, a Point in the Northern Pacific Area and beyond.
2. Mexico City, Guadalajara	Windsor, Toronto, Montreal	Beyond Montreal, a Point in Europe and beyond.

SECTION II

An airline designated by the Government of Canada shall be entitled to operate air services, in both directions, on each of the air routes specified and to make scheduled stops in Mexico at the

[1] United Nations, *Treaty Series*, vol. 192, p. 255.
[2] *Ibid.*, vol. 232, p. 352.

points specified in this paragraph with the maximum initial number of authorized frequencies in each direction as indicated in section III below:

	Points of Departure	*Destination in Mexico*	*Points Beyond*
1.	Vancouver, Calgary	Guadalajara, Mexico City	Beyond Mexico City, Lima, Peru, and beyond.
2.	Montreal, Toronto, Windsor	Guadalajara, Mexico City	Beyond Mexico City, Lima, Peru, and beyond.

SECTION III

1. It is agreed that when the Agreement comes into effect, the following frequencies will apply initially:

A. *To points beyond:*

Three frequencies per week for the designated airline of each Contracting Party on each of the routes specified in the Agreement, as follows:

(1) For the airline designated by Mexico on the portion of the route beyond Vancouver on Route No. 1 of section I above, and on the portion of the route beyond Montreal on Route No. 2 of section I above.

(2) For the airline designated by Canada on the portion of the route beyond Mexico City on Route 1 of section II above and on the portion of the route beyond Mexico City on Route No. 2 of section II above.

B. *Between the two countries:*

1. Three frequencies per week for the designated airline of each Contracting Party on each of the routes specified in the Agreement as follows:

(1) For the airline designated by Mexico on that portion of the route Mexico City, Guadalajara-Calgary, Vancouver on Route No. 1 of section I above.

(2) For the airline designated by Canada on that portion of the route Vancouver, Calgary-Guadalajara-Mexico City on Route 1 of section II above.

2. Three frequencies per week during the period May 1 to October 31 and four frequencies per week during the period November 1 to April 30 for the designated airline of each Contracting Party on each of the routes specified in the Agreement as follows:

(1) For the airline designated by Mexico on that portion of the route Mexico City, Guadalajara-Windsor, Toronto, Montreal on Route 2 of section I above.

(2) For the airline designated by Canada on that portion of the route Montreal, Toronto, Windsor-Guadalajara, Mexico City on Route No. 2 of section II above.

2. With regard to sections I and II above, the points of departure from and points of destination in Mexico and Canada which are listed are all considered as co-terminals and any point or points on any route may be omitted on any flight.

EXCHANGE OF NOTES — ÉCHANGE DE NOTES

I

[SPANISH TEXT — TEXTE ESPAGNOL]

EMBAJADA DE MEXICO
OTTAWA, CANADA

14 de febrero de 1964

Señor Ministro:

Tengo el honor de dirigirme a Vuestra Excelencia en relación con el Convenio sobre Transportes Aéreos entre el Gobierno de los Estados Unidos Mexicanos y el Gobierno de Canadá, firmado el 21 de diciembre de 1961 en la Ciudad de México.

Teniendo en cuenta que el Artículo XX del citado Convenio estipula que su vigencia definitiva se establezca mediante un Canje de Notas Diplomáticas una vez que las Partes Contratantes hayan obtenido la aprobación requerida, de acuerdo con su régimen constitucional, me complace informar a Vuestra Excelencia que la H. Cámara de Senadores del Congreso de la Unión aprobó este Convenio según Decreto publicado en el Diario Oficial de la Federación de 28 de diciembre de 1962.

Si el Gobierno de Canadá ha obtenido ya la aprobación constitucional mencionada, mi Gobierno considerará que la presente Nota y la que Vuestra Excelencia me dirija expresando su conformidad, constituyen el Canje de Notas que a partir de esta fecha determina la vigencia definitiva del citado Convenio.

Me es grato aprovechar la ocasión para reiterar a Vuestra Excelencia el testimonio de mi más alta consideración.

[*Signed — Signé*]
E. RAFAEL URDANETA

A Su Excelencia Señor Paul Martin
Ministro de Relaciones Exteriores
Ottawa

[TRANSLATION][1]

The Ambassador of Mexico to Canada to the Secretary of State for External Affairs

EMBASSY OF MEXICO
OTTAWA, CANADA

February 14, 1964

Dear Mr. Minister:

I have the honour to address Your Excellency with respect to the Air Transport Agreement between the Government

[1] Translation supplied by the Government of Canada.

[TRADUCTION][1]

L'Ambassadeur du Mexique au Canada au Secrétaire d'Etat aux Affaires extérieures

AMBASSADE DU MEXIQUE
OTTAWA, CANADA

Le 14 février 1964

Monsieur le Ministre,

J'ai l'honneur de me référer à l'Accord relatif aux transports aériens entre le Gouvernement des Etats-Unis du Mexique et le

[1] Traduction fournie par le Gouvernement canadien.

of the United Mexican States and the Government of Canada, signed at the City of Mexico on the 21st of December, 1961.

Taking into consideration Article XX of the above-mentioned Agreement, which stipulates that the agreement will come into final force through an Exchange of Diplomatic Notes, after the Contracting Parties have secured the approval as is required by their constitutional processes, I am pleased to inform Your Excellency that the House of Senators of the Congress of the Union approved said Agreement according to Decree published in the Diario Oficial (official Gazette) of the Federation on the 28th of December, 1962.

If the Government of Canada has now secured the constitutional approval mentioned above, my Government will consider that this Note and the Note that Your Excellency may send me expressing conformity, constitute the Exchange of Notes, that will determine that said Agreement will come into force on this date.

I am pleased to take this occasion to renew to Your Excellency the expression of my highest consideration.

[Signed]

E. RAFAEL URDANETA

The Honourable Paul Martin
Minister of External Affairs
Ottawa

Gouvernement du Canada, signé le 21 décembre 1961 à Mexico.

Attendu qu'aux termes de l'article XX dudit Accord la mise en œuvre définitive de celui-ci sera instaurée par un échange de notes diplomatiques une fois que les Parties contractantes auront obtenu la sanction nécessaire conformément à leur constitution, j'ai le plaisir de vous faire savoir que l'honorable Sénat du Congrès de l'Union a approuvé l'Accord aux termes d'un décret publié dans le Journal officiel de la Fédération le 28 décembre 1962.

Si le Gouvernement du Canada a maintenant obtenu la sanction constitutionnelle précitée, mon Gouvernement considérera que la présente Note et celle que vous pourrez éventuellement m'adresser à ce sujet constitueront l'Echange de notes qui met définitivement en vigueur ledit Accord à compter de cette date.

Il m'est agréable de saisir cette occasion pour renouveler à Votre Excellence l'expression de ma plus grande considération.

[Signé]

E. RAFAEL URDANETA

Son Excellence
M. Paul Martin
Ministre des Affaires extérieures
Ottawa

II

The Secretary of State for External Affairs to the Ambassador of Mexico to Canada

DEPARTMENT OF
EXTERNAL AFFAIRS

Ottawa, February 21, 1964

No. 7

Excellency,

I have the honour to refer to Your Excellency's note dated February 14, 1964 concerning the Air Transport Agreement between the Government of the United Mexican States and the Government of Canada signed in Mexico City on December 21, 1961.

I have the honour to ratify this Agreement on behalf of the Government of Canada and to agree to your proposal that in accordance with Article XX of the Agreement, it shall come into force definitively from the date of this reply.

Accept, Excellency, the renewed assurances of my highest consideration.

PAUL MARTIN

His Excellency E. Rafael Urdaneta
Ambassador of the United Mexican States
Ottawa

Le Secrétaire d'Etat aux Affaires extérieures à l'Ambassadeur du Mexique au Canada

MINISTÈRE DES
AFFAIRES EXTÉRIEURES

Ottawa, le 21 février 1964

N° 7

Monsieur l'Ambassadeur,

J'ai l'honneur de me référer à votre Note du 14 février 1964, concernant l'Accord relatif aux transports aériens entre le Gouvernement des Etats-Unis du Mexique et le Gouvernement du Canada, signé à Mexico le 21 décembre 1961.

J'ai l'honneur de ratifier cet Accord au nom du Gouvernement du Canada et d'accepter que selon votre proposition et conformément à l'article XX de l'Accord celui-ci entre définitivement en vigueur à compter de la date de la présente réponse.

Veuillez agréer, Monsieur l'Ambassadeur, les assurances de ma très haute considération.

PAUL MARTIN

Son Excellence
M. E. Rafael Urdaneta
Ambassadeur des Etats-Unis du Mexique
Ottawa