

No. 26754

**MEXICO
and
UNITED KINGDOM OF GREAT BRITAIN
AND NORTHERN IRELAND**

**Agreement concerning air services (with route schedule).
Signed at Mexico City on 18 November 1988**

Authentic texts: Spanish and English.

Registered by Mexico on 3 August 1989.

**MEXIQUE
et
ROYAUME-UNI DE GRANDE-BRETAGNE
ET D'IRLANDE DU NORD**

**Accord relatif aux services aériens (avec tableau des routes).
Signé à Mexico le 18 novembre 1988**

Textes authentiques : espagnol et anglais.

Enregistré par le Mexique le 3 août 1989.

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED MEXICAN STATES AND THE GOVERNMENT OF GREAT BRITAIN AND NORTHERN IRELAND CONCERNING AIR SERVICES

The Government of the United Mexican States and the Government of the United Kingdom of Great Britain and Northern Ireland;

Being parties to the Convention on International Civil Aviation opened for signature at Chicago on 7 December 1944;²

Desiring to conclude an Agreement supplementary to the said Convention for the purpose of establishing air services between their respective territories;

Have agreed as follows:

Article 1. DEFINITIONS

For the purpose of this Agreement, unless the context otherwise requires:

(A) The term “the Convention” means the Convention on International Civil Aviation, opened for signature at Chicago on 7 December 1944, and includes: (i) any amendment thereto which has entered into force under Article 94 (a) thereof and has been ratified by both Contracting Parties; and (ii) any Annex or any amendment thereto adopted under Article 90 of that Convention, insofar as such amendment or Annex is at any given time effective for both Contracting Parties;

(B) The term “this Agreement” includes the Annex hereto and any amendments to it or to this Agreement;

(C) The term “aeronautical authorities” means in the case of the United Mexican States the Secretariat of Communications and Transport and in the case of the United Kingdom the Secretary of State for Transport, or, in both cases, any person or body authorised to perform any functions at present exercisable by the above-mentioned authorities or similar functions;

(D) The term “air service” means any scheduled air service provided by aircraft for the public transport of passengers, mail or cargo;

(E) The term “international air service” means an air service which passes through the air space over the territory of more than one State;

(F) The term “stop for non-traffic purposes” means a landing for any purpose other than taking or discharging passengers, cargo or mail;

(G) The term “designated airline” means an airline which has been designated and authorised in accordance with Article 4 of this Agreement;

(H) (a) The term “tariff” means:

¹ Came into force on 20 March 1989, the date on which the Contracting Parties notified each other of the completion of their required legal formalities, in accordance with article 21.

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; vol. 514, p. 209; vol. 740, p. 21; vol. 893, p. 117; vol. 958, p. 217; vol. 1008, p. 213 and vol. 1175, p. 297.

(i) The fare charged by an airline for the carriage of passengers and their baggage on scheduled air services and the charges and conditions for services ancillary to such carriage;

(ii) The freight rate charged by an airline for the carriage of cargo (excluding mail) on scheduled air services;

(iii) The conditions governing the availability of applicability of any such fare or freight rate, including any benefits attaching to it; and

(iv) The rate of commission paid by an airline to an agent in respect of tickets sold or air waybills completed by that agent for carriage on scheduled air services.

(b) Where fares or freight rates differ according to the season, day of the week or time of the day on which a flight is operated or according to some other factor, each different fare or freight rate shall be regarded as a separate tariff.

(I) The term "capacity" means the total capacity of the aircraft used in the operation of each of the agreed services, multiplied by the frequency;

(J) The term "capacity of the aircraft" means the payload of an aircraft expressed in terms of the number of seats for passengers and the available weight for cargo and mail;

(K) The term "frequency" means the number of round trip flights operated by an airline on a specified route over a given period;

(L) The term "agreed services" means the international air services which may be established on the specified routes in accordance with the provisions of this Agreement;

(M) The term "specified routes" means the routes set out in the Route Schedule attached to this Agreement;

(N) The term "territory" in relation to a State means the land areas and territorial waters adjacent thereto under the sovereignty, suzerainty, protection or mandate of such State.

Article 2 APPLICABILITY OF THE CONVENTION

The provisions of this Agreement shall be subject to the provisions of the Convention insofar as those provisions are applicable to international air services.

Article 3. GRANT OF RIGHTS

(1) Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement for the purpose of establishing scheduled international air services on the routes specified in the Route Schedule attached to this Agreement.

(2) Subject to the provisions of this Agreement, the airline designated by each Contracting Party shall, whilst operating the agreed services on the specified routes, enjoy the following rights;

(a) Overflying the territory of the other Contracting Party without landing;

(b) Making stops for non-traffic purposes in the territory of the other Contracting Party;

(c) Taking up and setting down international traffic in passengers, cargo and mail within the said territory, at the points specified in the Route Schedule attached hereto.

(3) Nothing in this Agreement shall be deemed to confer on the designated airline of one Contracting Party the right to take on board, in the territory of the other Contracting Party, passengers and cargo, including mail, carried for hire or reward and destined for another point in the territory of the other Contracting Party.

Article 4. DESIGNATION OF AND AUTHORISATION OF AIRLINES

(1) Each Contracting Party shall have the right to designate in writing to the other Contracting Party an airline for the purpose of operating the agreed services on the specified routes and to withdraw or alter such designation.

(2) On receipt of such a designation the other Contracting Party shall, subject to the provisions of paragraphs (3) and (4) of this Article, without delay grant to the airline designated the appropriate operating authorisation.

(3) The aeronautical authorities of one Contracting Party may require an airline designated by the other Contracting Party to satisfy them that it is qualified to fulfil the conditions prescribed under the laws and regulations normally and reasonably applied to the operation of international air services by such authorities in conformity with the provisions of the Convention.

(4) Each Contracting Party shall have the right to refuse the issue the operating authorisation referred to in paragraph (2) of this Article, or to impose such conditions as it may deem necessary on the exercise by a designated airline of the rights specified in Article 3 (2) (c) of this Agreement, in any case where the said Contracting Party is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in its nationals.

(5) When an airline has been so designated and authorised it may begin to operate the agreed services, assuming that the airline complies with the applicable provisions of this Agreement.

Article 5. REVOCATION OR SUSPENSION OF OPERATING AUTHORISATION

(1) Each Contracting Party shall have the right to revoke an operating authorisation or to suspend the exercise of the rights specified in Article 3 (2) (c) of this Agreement by an airline designated by the other Contracting Party, or to impose such conditions as it may deem necessary on the exercise of those rights:

(a) In any case where it is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in nationals of such Contracting Party; or

(b) In the case of failure by that airline to comply with the laws or regulations of the Contracting Party granting those rights; or

(c) If the airline otherwise fails to operate in accordance with the conditions prescribed under this Agreement.

(2) Unless immediate revocation, suspension or imposition of the conditions mentioned in paragraph (1) of this Article is essential to prevent further infringements of laws or regulations, such rights shall be exercised only after consultation with the other Contracting Party.

Article 6. PRINCIPLES GOVERNING OPERATION OF AGREED SERVICES

(1) There shall be fair and equal opportunity for the designated airlines of both Contracting Parties to operate the agreed services on the specified routes between their respective territories.

(2) In operating the agreed services the designated airline of each Contracting Party shall take into account the interests of the designated airline of the other Contracting Party so as not to affect unduly the services which the latter provides on the whole or part of the same routes.

(3) The agreed services provided by the designated airlines of the Contracting Parties shall bear a close relationship to the requirements of the public for transportation on the specified routes and shall have as their primary objective the provision at a reasonable load factor of capacity adequate to satisfy the current and reasonably anticipated requirements for the carriage of passengers and cargo, including mail, coming from or destined for the territory of the Contracting Party which has designated the airline.

(4) The aeronautical authorities of the Contracting Parties shall from time to time jointly determine the practical application of the principles contained in the foregoing paragraphs of this Article for the operation of the agreed services by the designated airlines.

Article 7. APPLICATION OF LAWS AND REGULATIONS

(1) The laws and regulations of either Contracting Party which regulate in its territory the entry or departure of aircraft engaged in international air navigation or the operation of such aircraft during their stay within its territory, shall apply to the aircraft of the airline designated by the other Contracting Party.

(2) The laws and regulations of either Contracting Party which regulate in its territory the entry, stay or departure of passengers, crews, baggage, mail and cargo, and the procedures for entry to and departure from the country, immigration, customs and health measures shall also apply to operations by the designated airline of the other Contracting Party within that territory.

Article 8. RECOGNITION OF CERTIFICATES OF AIRWORTHINESS AND LICENCES

(1) Certificates of airworthiness and certificates of competency and licences issued or rendered valid by either Contracting Party and still current shall be recognised as valid by the other Contracting Party for the purpose of operating the routes listed in the Route Schedule, provided that the requirements under which such certificates or licences were issued or rendered valid are not less than any minimum prescribed in the Convention.

(2) However, each Contracting Party reserves, the right, for the purposes of flight over its own territory, not to recognise the validity of certificates of competency and licences issued to its own nationals by the other Contracting Party.

Article 9. CHARGES FOR THE USE OF AIRPORTS AND OTHER FACILITIES

Each of the Contracting Parties may impose or permit to be imposed on the aircraft of the airline designated by the other Contracting Party just and reasonable charges for the use of airports and other facilities. Each of the Contracting Parties agrees, however, that these charges shall not be higher than would be paid by aircraft

operated by its nationals engaged in similar international air services for the use of such airports and facilities.

Article 10. TARIFFS

(1) The tariffs to be charged by the designated airline of a Contracting Party for carriage to and from the territory of the other Contracting Party shall be established at reasonable levels, due regard being paid to all relevant factors especially cost of carriage on the agreed services, reasonable profit and the interests of users in order to encourage a healthy competitive market.

(2) Either of the designated airlines may consult the other about tariff proposals. Such consultations shall not be a prerequisite for the filing of a proposed tariff for approval.

(3) The tariffs established under paragraph (1) of this Article must be submitted for the approval of the aeronautical authorities of both Contracting Parties at least 45 days before the date planned for their introduction, in such form as the aeronautical authorities of each Contracting Party may require. This period may be reduced with the agreement of both aeronautical authorities. The application for approval of a proposed tariff shall be treated as having been filed with a Contracting Party on the date on which it is received by the aeronautical authorities of that Contracting Party, provided that it has been filed in accordance with the requirements of the Contracting Party. No tariff shall enter into force without the written approval of the aeronautical authorities of both Contracting Parties.

(4) (a) Each proposed tariff, provided it has been filed in accordance with paragraph (3) of this Article, shall be approved or disapproved by the aeronautical authorities of both Contracting Parties within a period of not more than 21 days (or such shorter period as the aeronautical authorities of both Contracting Parties may agree) after the date of filing. A Contracting Party disapproving a proposed tariff shall serve on the other Contracting Party written notice of dissatisfaction within 21 days (or such shorter period as may have been agreed) after the date of filing;

(b) Any proposed tariff which has been filed in the form required by paragraph (3) of this Article, but not in conformity with the minimum filing period therein specified, may be approved by the aeronautical authorities of either Contracting Party at any time. Furthermore, such a tariff shall be approved or disapproved by a Contracting Party within 21 days of the date of filing unless the aeronautical authorities of that Contracting Party either:

(i) Notify the airline filing the proposed tariff within 21 days after the date of filing that the proposed tariff must be refiled in accordance with paragraph (3); or

(ii) Serve on the aeronautical authorities of the other Contracting Party, within 21 days (or a shorter period agreed by the aeronautical authorities of both Contracting Parties) after the date of filing, written notice of dissatisfaction of the proposed tariff;

(c) In approving tariffs the aeronautical authorities of a Contracting Party may attach to their approval such expiry dates as they consider appropriate.

(5) If, within the time limits specified in paragraph (4) of this Article, either aeronautical authority gives notice in writing to the other aeronautical authority of its dissatisfaction with any tariff filed in accordance with paragraph (3) of this Article, the aeronautical authorities of both Contracting Parties shall try to determine

the tariff by agreement between themselves. Either Contracting Party may request in writing consultations, which shall be held within 30 days of receipt of the notice of dissatisfaction.

(6) If a notice of dissatisfaction has been given by one of the aeronautical authorities in accordance with paragraph (4) of this Article, and the aeronautical authorities have been unable to determine the tariff by agreement in accordance with paragraph (5) of this Article, the dispute shall be settled in accordance with the provisions of Article 16 of this Agreement.

(7) A tariff approved by the aeronautical authorities of both Contracting Parties in accordance with the provisions of this Article shall remain in force unless withdrawn by the designated airline concerned or until a replacement tariff has been approved by the aeronautical authorities of both Contracting Parties, but a tariff shall not be prolonged (except with the agreement of the aeronautical authorities of both Contracting Parties, and for such a period as they may agree):

(a) Where a tariff has an expiry date, for more than 12 months after that date;

(b) Where a tariff has no expiry date, for more than 12 months after the date on which a designated airline files a tariff with the aeronautical authorities of the Contracting Parties replacing one which has not been approved by them.

(8) Neither Contracting Party shall exercise its right to serve notice of dissatisfaction of a tariff filed by a designated airline of the other Contracting Party for carriage between the two countries where the proposed tariff would enable that airline to match a tariff already approved by the first Contracting Party for application by its own designated airline, provided that the proposed tariff corresponds to the tariff being matched (e.g., in price level, conditions and date of expiry, although not necessarily the routeing being used), or if it is more restrictive or higher than that tariff.

(9) A designated airline shall charge only tariffs which have been approved by the aeronautical authorities of both Contracting Parties, except that a Contracting Party may permit an airline to sell a tariff subject to Government approval.

Article 11. CUSTOMS DUTIES

(1) Aircraft used on international air services by the designated airline of either Contracting Party, as well as equipment used for the operation of the aircraft, supplies of fuels and lubricants, consumable technical supplies, spare parts, and aircraft stores (including food, beverages and tobacco) on board such aircraft shall be exempt from all customs duties, national taxes, inspection fees and other duties, Federal, State or municipal taxes or charges on arriving in the territory of the other Contracting Party, provided such equipment and supplies remain on board the aircraft up to such time as they are re-exported, even though such supplies be used or consumed by such aircraft on flights in that territory.

(2) There shall also be exempt, on a basis of reciprocity, from the same duties, taxes and charges, with the exception of charges corresponding to the service performed:

(a) Lubricating oils, consumable technical supplies, spare parts including engines (provided that the engine replaced leaves the country), tools and special equipment for aircraft maintenance work and also stores (including food, beverages and tobacco), airline documentation (such as tickets, pamphlets, timetables and

other printed material required by the airline for its operation) and publicity material which is deemed necessary and which is exclusively for use in the airline's business, when sent by or on behalf of the airline of one Contracting Party to the territory of the other Contracting Party;

(b) Fuel, lubricants, other consumable technical supplies, spare parts including engines (provided that the engine replaced leaves the country), regular equipment and stores (including food, beverages and tobacco) taken on board aircraft of the airline of one Contracting Party in the territory of the other Contracting Party for use on international air services even though such supplies be used or consumed by such aircraft on flights in that territory.

(3) The regular airborne equipment, as well as the materials and supplies retained on board the aircraft of either Contracting Party, may be unloaded in the territory of the other Contracting Party only with the approval of the customs authorities of that territory. In such case, they may be placed under the supervision of the said authorities up to such time as they are exported or otherwise disposed of in accordance with the relevant legal provisions.

(4) Passengers in transit through the territory of either Contracting Party shall be subjected to no more than simple control. Baggage and cargo in direct transit shall be exempt from customs and other similar duties.

(5) The reliefs provided for by this Article shall also be applicable in situations where the designated airline of one Contracting Party enters into agreements with another airline or airlines for the loan or transfer in the territory of the other Contracting Party of the items specified in paragraphs (1) and (2) of this Article, provided such other airline or airlines similarly enjoy such reliefs from that other Contracting Party and provided that the customs authorities concerned are notified.

Article 12. SECURITY OF INTERNATIONAL CIVIL AVIATION

(1) The Contracting Parties recognise that their obligations to each other to provide for the security of civil aviation against acts of unlawful interference (and in particular their obligations under the Convention, the Convention on Offences and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on 14 September 1963,¹ the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at The Hague on 16 December 1970,² and the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on 23 September 1971,³) form an integral part of this Agreement.

(2) The Contracting Parties shall provide upon request all necessary assistance to each other to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, their passengers and crew, airports and air navigation facilities, and any other threat to the security of civil aviation.

(3) The Contracting Parties shall, in their mutual relations, act in conformity with the international aviation security Standards and, so far as they are applicable to them, the Recommended Practices established by the International Civil Aviation Organisation and designated as Annexes to the Convention; and shall require that aircraft operators of their nationality who have their principal place of business or permanent residence in their territory, and the operators of airports in their territory,

¹ United Nations, *Treaty Series*, vol. 704, p. 219.

² *Ibid.*, vol. 860, p. 105.

³ *Ibid.*, vol. 974, p. 177, and vol. 1217, p. 404 (corrigendum to vol. 974).

act in conformity with such aviation security provisions. The reference to international aviation security Standards includes any difference notified by the Contracting Party concerned. Each Contracting Party shall give advance information to the other of its intention to notify any difference.

(4) Each Contracting Party agrees that its designated airline and other operators of its nationality should observe the aviation security provisions referred to in paragraph (3) of the Article required by the other Contracting Party, for entrance into, departure from, or while within, the territory of that other Contracting Party. Each Contracting Party shall ensure that the necessary measures are taken within its territory to protect aircraft, to screen passengers and their carry-on items, and to carry out appropriate checks on crew, cargo and aircraft stores prior to and during boarding or loading. Each Contracting Party shall also act favourably upon any request from the other Contracting Party for reasonable special security measures to meet a particular threat.

(5) When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful acts against the safety of such aircraft, their passengers and crew, airports or air navigation facilities occurs, the Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat.

Article 13. TRANSFER OF EARNINGS

Each designated airline shall have the right to convert and remit to its country on demand local revenues in excess of sums locally disbursed. Conversion and remittance shall be permitted without restrictions at the rate of exchange applicable to such transactions which is in effect at the time such revenues are presented for conversion and remittance.

Article 14. AIRLINE REPRESENTATION

The designated airline of one Contracting Party shall be entitled, in accordance with the laws and regulations relating to entry, residence and employment of the other Contracting Party, to bring in and maintain in the territory of the other Contracting Party those of its own staff of senior managerial rank who are required for the provision of air services.

Article 15. CONSULTATION

Either Contracting Party may at any time request consultations on the implementation, interpretation, application or amendment of this Agreement or compliance with this Agreement. Such consultations, which may be between aeronautical authorities, shall begin within a period of 60 days from the date the other Contracting Party receives a written request, unless otherwise agreed by the Contracting Parties.

Article 16. SETTLEMENT OF DISPUTES

(1) If any dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement, the Contracting Parties shall in the first place try to settle it by negotiation.

(2) If the Contracting Parties fail to reach a settlement of the dispute by negotiation, it may be referred by them to such person or body as they may agree on or,

at the request of either Contracting Party, shall be submitted for decision to a tribunal of three arbitrators which shall be constituted in the following manner:

(a) Within 30 days after receipt of a request for arbitration, each Contracting Party shall appoint one arbitrator. The arbitrators so appointed shall appoint a national of a third State, who shall act as President of the tribunal, within 60 days of the appointment of the second arbitrator;

(b) If within the time limits specified above any appointment has not been made, either Contracting Party may request the President of the Council of the International Civil Aviation Organisation to make the necessary appointment within 30 days in accordance with the procedures of the Organisation.

(3) Except as hereinafter provided in this Article or as otherwise agreed by the Contracting Parties, the tribunal shall determine the limits of its jurisdiction and establish its own procedure. At the direction of the tribunal, or at the request of either of the Contracting Parties, a conference to determine the precise issues to be arbitrated and the specific procedures to be followed shall be held no later than 30 days after the tribunal is fully constituted.

(4) Except as otherwise agreed by the Contracting Parties or prescribed by the tribunal, each Contracting Party shall submit a memorandum within 45 days after the tribunal is fully constituted. Replies shall be due 60 days later. The tribunal shall hold a hearing at the request of either Contracting Party, or at its discretion, within 30 days after replies are due.

(5) The tribunal shall attempt to give a written decision within 30 days after completion of the hearing or, if no hearing is held, 30 days after the date both replies are submitted. The decision shall be taken by a majority vote.

(6) The Contracting Parties may submit requests for clarification of the decision within 15 days after its is received and such clarification shall be issued within 15 days of such request.

(7) The decision of the tribunal shall be binding on the Contracting Parties.

(8) Each Contracting Party shall bear the costs of the arbitrator appointed by it. The other costs of the tribunal shall be shared equally by the Contracting Parties including any expenses incurred by the President of the Council of the International Civil Aviation Organisation in implementing the procedures in paragraph (2) (b) of this Article.

Article 17. AMENDMENTS

Any amendment of this Agreement agreed by the Contracting Parties shall come into effect when confirmed by an Exchange of Notes, once the respective constitutional requirements have been complied with.

Article 18. TERMINATION

Either Contracting Party may at any time give notice in writing to the other Contracting Party of its decision to terminate this Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organisation. This Agreement shall terminate at midnight (at the place of receipt of the notice) immediately before the first anniversary of the date of receipt of the notice by the other Contracting Party, unless the notice is withdrawn by mutual agreement before the end of this period. In the absence of acknowledgement of receipt by the other Con-

tracting Party, the notice shall be deemed to have been received 14 days after receipt of the notice by the International Civil Aviation Organisation.

Article 19. REGISTRATION

This Agreement and any amendments thereto shall be registered with the International Civil Aviation Organisation.

*Article 20. ENTRY INTO FORCE OF A MULTILATERAL CONVENTION
FOR AIR TRANSPORT*

If a general multilateral convention on air transport binding upon both Contracting Parties comes into force, this Agreement shall be modified to conform with the provisions of such a convention.

Article 21. ENTRY INTO FORCE

This Agreement shall enter into force when both Contracting Parties have notified each other by an exchange of diplomatic Notes that they have completed the formalities required by their national legislation.

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

DONE in duplicate at Mexico City this 18th day of November 1988 in the Spanish and English languages, both texts being equally authoritative.

For the Government
of the United Mexican States:

[Signed]

ALFONSO DE ROSENZWEIG-DÍAZ
Undersecretary
of Foreign Affairs

For the Government
of the United Kingdom of Great Britain
and Northern Ireland:

[Signed]

JOHN ALBERT LEIGH MORGAN
Ambassador

ROUTE SCHEDULE

Section I

The airline designated by the Government of the United Mexican States shall be entitled to operate scheduled air services on the following route:

<i>Points of Departure (A)</i>	<i>Intermediate Points (B)</i>	<i>Points of Destination (C)</i>
Points in the United Mexican States	Any point or points	London Manchester Prestwick

Operational Conditions

1. The route may be operated in either direction.
2. The airline designated by the Government of the United Mexican States may on any or all flights omit stops at any point or points provided that the flight begins or terminates in the territory of the United Mexican States.
3. The designated airline may combine on the same flight any point or points in column (A) with any number of points in column (C).

Section II

The airline designated by the Government of the United Kingdom of Great Britain and Northern Ireland shall be entitled to operate scheduled air services on the following route:

<i>Points of Departure (A)</i>	<i>Intermediate Points (B)</i>	<i>Points of Destination (C)</i>
Points in the United Kingdom of Great Britain and Northern Ireland	Any point or points	Mexico City Acapulco Cancun

Operational Conditions

1. The route may be operated in either direction.
2. The airline designated by the Government of the United Kingdom may on any or all flights omit stops at any point or points provided that the flight begins or terminates in the territory of the United Kingdom.
3. The designated airline may combine on the same flight any point or points in column (A) with any number of points in column (C).