each 24 hours of delay in delivery, but the fine may not exceed 50 per cent of the cost of the air carriage. He is released from liability if the delay was due to adverse weather conditions or other causes beyond his control. However, if the cargo was not delivered within ten days from the day scheduled for delivery, the shipper or consignee has the right to demand indemnity for the loss of the cargo.

The carrier's liability for loss, damage or late delivery of mail due to the fault of the carrier is limited to the amount of liability of the communications authorities to the shipper.

Any agreement between an air carrier and passengers, shippers or consignees for avoiding the liability provided for in the Code is void. Passengers, shippers and consignees of cargo are liable for damage caused by their fault to the property of an air carrier or to property of other persons for which the carrier is liable.

The Air Code of 1961 has completely reversed the rights of the shipper and the consignee concerning the disposal of cargo during the carriage. Under the old Code, the right to dispose of the cargo after delivery belonged to the consignee. This was in full conformity with the Rules on Supply of Production of Industrial and Technical Materials, approved by the Council of Ministers on May 22, 1959, according to which the day of delivery for transportation as evidenced by the stamp on the transport document is considered the day of performance. According to Article 98 of the Air Code of 1961, the shipper has the right to the return freight delivered for shipment but not forwarded, to change the consignee and to dispose of the cargo in case the consignee refuses to accept it or it is impossible to deliver the cargo to him. There seems to be a contradiction between these new provisions on the rights of the shipper and the provisions established in the last paragraph of the same article, namely, that in case of interruption of air communication the carrier shall inform the shipper and the consignee and shall ask instructions from them. It is not clear whose instructions will be binding to the carrier in the case of conflicting instructions.

The Air Code of 1935 did not contain any special rules on liability for international carriage of passengers, cargo, luggage and mail. The corresponding provisions on internal transportation were applied in regard to the countries with which the Soviet Union did not have special agreements, or which were not parties to the Warsaw Convention. The Air Code of 1961 again has filled this gap by establishing rules of liability identical with those of the Warsaw Convention. According to Article 129, the carrier is relieved from liability when he has taken all necessary measures to avoid damages or when it was impossible to take such measures. Thus, if the carrier has exercised due care, he has committed no fault, and therefore he has not failed in the obligation put upon him by the contract. As in the Warsaw Convention, the Air Code of 1961 bases the liability of the carrier for international carriage upon fault and, therefore, it is much more limited than the liability imposed for domestic carriage of passengers, cargo and luggage. Also, the amount due for damages and bodily injuries is limited to the extent established by the Warsaw Convention or by special agreements, if any.