

N° 2120.

FRANCE ET ITALIE

**Convention relative à l'établissement
de lignes de navigation aérienne,
et protocole y relatif. Signés à
Turin, le 10 mars 1929.**

FRANCE AND ITALY

**Convention regarding the Establish-
ment of Lines of Aerial Navigation
and Protocol relating thereto.
Signed at Turin, March 10, 1929.**

¹ TRADUCTION. — TRANSLATION.

No 2120. — CONVENTION BETWEEN FRANCE AND ITALY, REGARDING THE ESTABLISHMENT OF LINES OF AERIAL NAVIGATION. SIGNED AT TURIN, MARCH 10, 1929.

HIS MAJESTY THE KING OF ITALY and THE PRESIDENT OF THE FRENCH REPUBLIC, being equally convinced of the desirability, from the point of view both of Italy and of France, of affording facilities for the establishment of commercial air lines, have decided to conclude a Convention for this purpose and have appointed as their Plenipotentiaries :

HIS MAJESTY THE KING OF ITALY :

H. E. General Italo BALBO, Under-Secretary of State for Air ;

THE PRESIDENT OF THE FRENCH REPUBLIC :

H. E. Monsieur LAURENT-EYNAC, Member of Parliament, Air Minister ;

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

Article 1.

The Italian Government agrees that the French Government may use Naples and Castellrosso as landing-places and that French aeroplanes employed on the France-Syria air-route may fly over Calabria. For its part the French Government agrees that the Italian Government may use Marseilles as landing- place for its air communications with Genoa, and Tunis as a landing- place for its air communications with Rome, either direct or via Sardinia or Sicily.

The details for carrying out the above arrangements shall be settled by the technical services of the two Governments, and shall be embodied in a Protocol annexed to the present Agreement.

Article 2.

The present Convention shall remain in force until December 31, 1934. It shall then be prolonged by tacit consent for further periods of five years, unless one of the High Contracting Parties notifies the other to the contrary one year beforehand.

Should one of the two High Contracting Parties denounce the International Convention on Air Navigation of October 13, 1919, under the conditions laid down in Article 43 of the said Convention, the present Agreement shall *ipso facto* be denounced, such denunciation to take effect on the same date as the denunciation of the Convention of October 13, 1919.

Article 3.

The present Convention shall be ratified and the instruments of ratification exchanged at Paris as soon as possible. It shall come into force on the date of the exchange of ratifications.

In faith whereof the Plenipotentiaries have signed the present Convention.

Done at Turin, in duplicate, in Italian and in French, on March 10, 1929.

(L. S.) Italo BALBO.

(L. S.) LAURENT-EYNAC.

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.

PROTOCOL

CONCERNING THE APPLICATION OF THE AIR CONVENTION OF MARCH 10, 1929, BETWEEN ITALY AND FRANCE.

The following provisions have been adopted in application of Article 1 of the Air Convention of March 10, 1929, between Italy and France :

Article 1.

The Italian Government authorises the French Government to use Naples and Castelrosso as landing-places and agrees that French aeroplanes may fly over Calabria for the purpose of maintaining air communications between France and Syria and beyond.

Aircraft employed on the France-Syria line, when passing over Italian territory, shall follow the route Naples-Tyrrhenian coast, outside the territorial waters, as far as Punta di Cirella ; they shall fly over the Calabrian peninsula between the above-mentioned locality and Sibari, continuing their course towards Cape Santa Maria di Leuca.

If the meteorological stations situated along this route signal that the passage over the Calabrian peninsula between the two above-mentioned points is "inadvisable" the aircraft may follow the route : Gulf of Santa Eufemia — Gulf of Squillace — Cape Rizzuto — Cape Santa Maria di Leuca.

Article 2.

The French Government authorises the Italian Government to use Marseilles and Tunis as landing-places for the maintenance of the following air communications :

- (a) Genoa-Marseilles, Marseilles being regarded either as a terminus or as a stage on the air route to Spain and beyond ;
- (b) Italy-Tunis, starting either from Rome, Palermo or Cagliari.

Article 3.

Italian and French aircraft maintaining regular services may, in cases of *vis major*, utilise the aerodromes or hydroplane bases situated along the route in so far as these bases are open to public air navigation ; it is, however, understood that in such circumstances the bases may not be used as landing-places for commercial purposes.

Article 4.

Naples and Castelrosso, on the one hand, and Marseilles and Tunis, on the other, shall be regarded as landing-places for commercial purposes at which transport companies may pick up and deposit mails, freight and passengers.

At all regular and occasional stopping-places, crews and passengers in transit may, provided they be in possession of the papers necessary for international travel, break their journey, while goods and mail in transit may be warehoused. Moreover when, in cases of *vis major*, the journey by air is broken as an exceptional circumstance, every facility shall be granted to enable the transport company concerned to forward travellers, goods and mail to their destination by the most rapid means available.

Article 5.

The undertakings which maintain regular services in application of Articles 1 and 2 shall be exclusively Italian or French companies and must fulfil the conditions laid down in the International Convention on Air Navigation of October 13, 1919, (Article 7), before they can be registered as owners of aircraft in the respective countries. Moreover, whatever their nationality may be, one half at least of their capital must be held by nationals of one of the High Contracting Parties or by one of the High Contracting Parties itself.

Such companies may be appointed by their respective Governments without any restrictions, provided that each Government informs the other of the fact within a period of thirty days reckoned from the coming into force of the present Convention or one month before the service is inaugurated.

Each of the High Contracting Parties shall be entitled at any time to appoint a new company in place of one formerly appointed, provided that it notifies the other High Contracting Party of the fact one month before the new company commences operations.

Should a company's licence be cancelled by its own Government, the company shall not thereby acquire any right of action against the other High Contracting Party.

Article 6.

In the case of all air lines referred to above, the frequency of communications, time-tables, rates and connections with other lines at the various landing places and the type of machine, etc. to be employed shall be left to the choice of the operating companies, which shall be bound to communicate these facts to the competent authorities of the two States four weeks before the arrangements come into operation, or the material is brought into use.

It is, however, understood that, for the operation of the lines referred to in Articles 1 and 2 above, no undertaking, being a national of one of the two High Contracting Parties, may without special permission employ in the landing-places or above the territory or territorial waters of the other High Contracting Party any staff or machines of a nationality other than that of one of the High Contracting Parties.

Article 7.

Companies operating the lines must observe and cause their staff and passengers to observe the laws and regulations of the two States.

If in the operation of these air lines such laws and regulations are repeatedly infringed, the supreme air authority of the country concerned shall be entitled to demand the dismissal of the employee found to be responsible. In more serious cases the supreme air authority concerned shall be entitled to obtain the cancellation of the licence issued to the responsible company.

Article 8.

The two High Contracting Parties shall as far as possible place at the disposal of the foreign companies concerned in their respective territories and under the same conditions as are accorded to their own nationals, seaplane hangars, hauling tackle (cranes or slips), ground or premises for repairing-shops, depôts or aerodrome-offices and shall afford facilities for refuelling.

Should the ground equipment of existing air bases be insufficient, or non-existent, the two High Contracting Parties undertake to afford the companies concerned all possible facilities for providing the necessary equipment themselves, under the same conditions as would be accorded to their own nationals, without imposing any condition as to its minimum dimensions.

Article 9.

The two High Contracting Parties undertake to co-operate closely in protecting and ensuring the safety of the above air routes. In this connection they will develop as far as possible their meteorological information services, wireless connections and day and night beacons and signals. The competent authorities will keep in direct communication with one another with a view to ensuring proper co-operation.

Article 10.

In a similar spirit of co-operation and in their mutual desire to encourage Italian and French commercial aviation, the two High Contracting Parties declare that they will view with favour any agreements between the Italian and French air transport companies for the purpose of co-ordinating their action.

Such agreements may be of a technical and commercial nature concerning mutual assistance in the joint landing-places, reciprocal trade representation in the two countries, the adjustment of time-tables, etc.

Each of the two High Contracting Parties reserves the right to restrain its companies from concluding such agreements without its permission.

Article 11.

Should one of the High Contracting Parties consider it desirable to utilise any of the air lines organised by the other Contracting Party for the transportation of its own mail, or to utilize any of the air lines organized by itself, for the transportation of the other High Contracting Party's mail it shall request the other High Contracting Party to consent in principle to such action.

When consent, in principle, has thus been obtained, the executive details shall be settled direct between the operating company and the postal administration concerned. It is understood that neither of the High Contracting Parties may oblige a company being a national of the other High Contracting Party to carry mail.

Article 12.

The details of the application of the present Protocol shall be settled whenever possible by direct agreement between the competent authorities of the two High Contracting Parties.

Done at Turin on March 10, 1929, in duplicate, in Italian and French ; both texts shall be equally authentic.

(L. S.) Italo BALBO.

(L. S.) LAURENT-EYNAC.