

UNION SUD-AFRICAINE,
ALLEMAGNE,
COMMONWEALTH D'AUSTRALIE,
AUTRICHE, BELGIQUE, etc.

Convention pour l'unification de certaines règles relatives au transport aérien international avec protocole additionnel, signés à Varsovie, le 12 octobre 1929; et
Protocole final de la deuxième Conférence internationale de droit privé aérien, signé à Varsovie, le 12 octobre 1929.

UNION OF SOUTH AFRICA,
GERMANY,
COMMONWEALTH OF AUSTRALIA,
AUSTRIA, BELGIUM, etc.

Convention for the Unification of certain Rules regarding International Transport, with Additional Protocol, signed at Warsaw, October 12, 1929; and
Final Protocol of the Second International Conference on Private Law affecting Aerial Questions, signed at Warsaw, October 12, 1929.

¹ TRADUCTION. — TRANSLATION.No. 3145. — CONVENTION ² FOR THE UNIFICATION OF CERTAIN RULES RELATING TO INTERNATIONAL CARRIAGE BY AIR. SIGNED AT WARSAW, OCTOBER 12, 1929.

French official text communicated by the Permanent Delegates of Poland and Yugoslavia accredited to the League of Nations, by the Netherlands Envoy Extraordinary and Minister Plenipotentiary at Berne and by the Chargé d'Affaires a. i. of the United States of Brazil at Berne. The registration of this Convention took place February 13, 1933.

THE PRESIDENT OF THE GERMAN REICH, THE FEDERAL PRESIDENT OF THE REPUBLIC OF AUSTRIA, HIS MAJESTY THE KING OF THE BELGIANS, THE PRESIDENT OF THE UNITED STATES OF BRAZIL, HIS MAJESTY THE KING OF THE BULGARS, THE PRESIDENT OF THE NATIONALIST GOVERNMENT OF THE CHINESE REPUBLIC, HIS MAJESTY THE KING OF DENMARK AND ICELAND, HIS MAJESTY THE KING OF EGYPT, HIS MAJESTY THE KING OF SPAIN, THE HEAD OF THE STATE OF THE REPUBLIC OF ESTONIA, THE PRESIDENT OF THE REPUBLIC OF FINLAND, THE PRESIDENT OF THE FRENCH REPUBLIC, HIS MAJESTY THE KING OF GREAT BRITAIN, IRELAND AND THE BRITISH DOMINIONS BEYOND THE SEAS, EMPEROR OF INDIA, THE PRESIDENT OF THE HELLENIC REPUBLIC, HIS SERENE HIGHNESS THE REGENT OF THE KINGDOM OF HUNGARY, HIS MAJESTY THE KING OF ITALY, HIS MAJESTY THE EMPEROR OF JAPAN, THE PRESIDENT OF THE REPUBLIC OF LATVIA, HER ROYAL HIGHNESS THE GRAND DUCHESS OF LUXEMBURG, THE PRESIDENT OF THE UNITED STATES OF MEXICO, HIS MAJESTY THE KING OF NORWAY, HER MAJESTY THE QUEEN OF THE NETHERLANDS, THE PRESIDENT OF THE POLISH REPUBLIC, HIS MAJESTY THE KING OF ROUMANIA, HIS MAJESTY THE KING OF SWEDEN, THE SWISS FEDERAL COUNCIL, THE PRESIDENT OF THE CZECHOSLOVAK REPUBLIC, THE CENTRAL EXECUTIVE COMMITTEE OF THE UNION OF SOVIET SOCIALIST REPUBLICS, THE PRESIDENT OF THE UNITED STATES OF VENEZUELA, HIS MAJESTY THE KING OF YUGOSLAVIA,

¹ Traduction du Foreign Office de Sa Majesté britannique, à l'exception du préambule, qui a été traduit par le Secrétariat de la Société des Nations, à titre d'information.

¹ Translation of His Britannic Majesty's Foreign Office, with the exception of the Preamble, which was translated by the Secretariat of the League of Nations, for information.

² Deposit of ratifications at Warsaw :

SPAIN	March 31, 1930.
BRAZIL	May 2, 1931.
YUGOSLAVIA	May 27, 1931.
ROUMANIA	July 8, 1931.
FRANCE	} November 15, 1932.
LATVIA	
POLAND	
GREAT BRITAIN AND NORTHERN IRELAND	
ITALY	
The NETHERLANDS, including Netherlands Indies, Surinam and Curaçao	} February 14, 1933.
	July 1st, 1933.

Accession :

MEXICO	February 14, 1933.
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The Convention came into force February 13, 1933.

Recognising the desirability of regulating in a uniform manner the conditions of international carriage by air, so far as may concern the documents of carriage and the responsibility of the carrier,

Have, for this purpose, appointed their respective Plenipotentiaries who, being duly authorised, have concluded and signed the following Convention :

CHAPTER I.

SCOPE. — DEFINITIONS.

Article 1.

1. This Convention applies to all international carriage of persons, luggage or goods performed by aircraft for reward. It applies equally to gratuitous carriage by aircraft performed by an air transport undertaking.

2. For the purpose of this Convention the expression " international carriage " means any carriage in which, according to the contract made by the parties, the place of departure and the place of destination, whether or not there be a break in the carriage or a transshipment, are situated either within the territories of two High Contracting Parties, or within the territory of a single High Contracting Party, if there is an agreed stopping place within a territory subject to the sovereignty, suzerainty, mandate or authority of another Power, even though that Power is not a party to this Convention. A carriage without such an agreed stopping place between territories subject to the sovereignty, suzerainty, mandate or authority of the same High Contracting Party is not deemed to be international for the purposes of this Convention.

3. A carriage to be performed by several successive air carriers is deemed, for the purposes of this Convention, to be one undivided carriage, if it has been regarded by the parties as a single operation, whether it had been agreed upon under the form of a single contract or of a series of contracts, and it does not lose its international character merely because one contract or a series of contracts is to be performed entirely within a territory subject to the sovereignty, suzerainty, mandate or authority of the same High Contracting Party.

Article 2.

1. This Convention applies to carriage performed by the State or by legally constituted public bodies provided it falls within the conditions laid down in Article 1.

2. This Convention does not apply to carriage performed under the terms of any international postal Convention.

CHAPTER II.

DOCUMENTS OF CARRIAGE.

SECTION I. — PASSENGER TICKET.

Article 3.

1. For the carriage of passengers the carrier delivers a passenger ticket which shall contain the following particulars :

- (a) The place and date of issue ;
- (b) The place of departure and of destination ;

(c) The agreed stopping places, provided that the carrier may reserve the right to alter the stopping places in case of necessity, and that if he exercises that right, the alteration shall not have the effect of depriving the carriage of its international character;

(d) The name and address of the carrier or carriers ;

(e) A statement that the carriage is subject to the rules relating to liability established by this Convention.

2. The absence, irregularity or loss of the passenger ticket does not affect the existence or the validity of the contract of carriage, which shall none the less be subject to the rules of this Convention. Nevertheless, if the carrier accepts a passenger without a passenger ticket having been delivered he shall not be entitled to avail himself of those provisions of this Convention which exclude or limit his liability.

SECTION 2. — LUGGAGE TICKET.

Article 4.

1. For the carriage of luggage, other than small personal objects of which the passenger takes charge himself, the carrier must deliver a luggage ticket.

2. The luggage ticket shall be made out in duplicate, one part for the passenger and the other part for the carrier.

3. The luggage ticket shall contain the following particulars :

(a) The place and date of issue ;

(b) The place of departure and of destination ;

(c) The name and address of the carrier or carriers ;

(d) The number of the passenger ticket ;

(e) A statement that delivery of the luggage will be made to the bearer of the luggage ticket ;

(f) The number and weight of the packages ;

(g) The amount of the value declared in accordance with Article 22 (2) ;

(h) A statement that the carriage is subject to the rules relating to liability established by this Convention.

4. The absence, irregularity or loss of the luggage ticket does not affect the existence or the validity of the contract of carriage, which shall none the less be subject to the rules of this Convention. Nevertheless, if the carrier accepts luggage without a luggage ticket having been delivered, or if the luggage ticket does not contain the particulars set out at (d) (f) and (h) above, the carrier shall not be entitled to avail himself of those provisions of the Convention which exclude or limit his liability.

SECTION 3. — AIR CONSIGNMENT NOTE.

Article 5.

1. Every carrier of goods has the right to require the consignor to make out and over to him a document called an " air consignment note " ; every consignor has the right to require the carrier to accept this document.

2. The absence, irregularity or loss of this document does not affect the existence or the validity of the contract of carriage which shall, subject to the provisions of Article 9, be none the less governed by the rules of this Convention.

Article 6.

1. The air consignment note shall be made out by the consignor in three original parts and be handed over with the goods.

2. The first part shall be marked " for the carrier, " and shall be signed by the consignor. The second part shall be marked " for the consignee " ; it shall be signed by the consignor and by the carrier and shall accompany the goods. The third part shall be signed by the carrier and handed by him to the consignor after the goods have been accepted.

3. The carrier shall sign on acceptance of the goods.

4. The signature of the carrier may be stamped ; that of the consignor may be printed or stamped.

5. If, at the request of the consignor, the carrier makes out the air consignment note, he shall be deemed, subject to proof to the contrary, to have done so on behalf of the consignor.

Article 7.

The carrier of goods has the right to require the consignor to make out separate consignment notes when there is more than one package.

Article 8.

The air consignment note shall contain the following particulars :

- (a) The place and date of its execution ;
- (b) The place of departure and of destination ;
- (c) The agreed stopping places, provided that the carrier may reserve the right to alter the stopping places in case of necessity, and that if he exercises that right the alteration shall not have the affect of depriving the carriage of its international character ;
- (d) The name and address of the consignor ;
- (e) The name and address of the first carrier ;
- (f) The name and address of the consignee, if the case so requires ;
- (g) The nature of the goods ;
- (h) The number of the packages, the method of packing and the particular marks or numbers upon them ;
- (i) The weight, the quantity and the volume or dimensions of the goods ;
- (j) The apparent condition of the goods and of the packing ;
- (k) The freight, if it has been agreed upon, the date and place of payment, and the person who is to pay it ;
- (l) If the goods are sent for payment on delivery, the price of the goods, and, if the case so requires, the amount of the expenses incurred ;
- (m) The amount of the value declared in accordance with Article 22 (2) ;
- (n) The number of parts of the air consignment note ;
- (o) The document handed to the carrier to accompany the air consignment note ;
- (p) The time fixed for the completion of the carriage and a brief note of the route to be followed, if these matters have been agreed upon ;
- (q) A statement that the carriage is subject to the rules relating to liability established by this Convention.

Article 9.

If the carrier accepts goods without an air consignment note having been made out, or if the air consignment note does not contain all the particulars set out in Article 8 (*a*) to (*i*) inclusive and (*g*), the carrier shall not be entitled to avail himself of the provisions of this Convention which exclude or limit his liability.

Article 10.

1. The consignor is responsible for the correctness of the particulars and statements relating to the goods which he inserts in the air consignment note.
2. The consignor will be liable for all damage suffered by the carrier or any other person by reason of the irregularity, incorrectness or incompleteness of the said particulars and statements.

Article 11.

1. The air consignment note is *prima facie* evidence of the conclusion of the contract, of the receipt of the goods and of the conditions of carriage.
2. The statements in the air consignment note relating to the weight, dimensions and packing of the goods, as well as those relating to the number of packages, are *prima facie* evidence of the facts stated; those relating to the quantity, volume and condition of the goods do not constitute evidence against the carrier except so far as they both have been, and are stated in the air consignment note to have been, checked by him in the presence of the consignor, or relate to the apparent condition of the goods.

Article 12.

1. Subject to his liability to carry out all his obligations under the contract of carriage, the consignor has the right to dispose of the goods by withdrawing them at the aerodrome of departure or destination, or by stopping them in the course of the journey on any landing, or by calling for them to be delivered at the place of destination or in the course of the journey to a person other than the consignee named in the air consignment note, or by requiring them to be returned to the aerodrome of departure. He must not exercise this right of disposition in such a way as to prejudice the carrier or other consignors and he must repay any expenses occasioned by the exercise of this right.
2. If it is impossible to carry out the orders of the consignor the carrier must so inform him forthwith.
3. If the carrier obeys the orders of the consignor for the disposition of the goods without requiring the production of the part of the air consignment note delivered to the latter, he will be liable, without prejudice to his right of recovery from the consignor, for any damage which may be caused thereby to any person who is lawfully in possession of that part of the air consignment note.
4. The right conferred on the consignor ceases at the moment when that of the consignee begins in accordance with Article 13. Nevertheless, if the consignee declines to accept the consignment note or the goods, or if he cannot be communicated with, the consignor resumes his right of disposition.

Article 13.

1. Except in the circumstances set out in the preceding Article, the consignee is entitled, on arrival of the goods at the place of destination, to require the carrier to hand over to him the air

consignment note and to deliver the goods to him, on payment of the charges due and on complying with the conditions of carriage set out in the air consignment note.

2. Unless it is otherwise agreed, it is the duty of the carrier to give notice to the consignee as soon as the goods arrive.

3. If the carrier admits the loss of the goods, or if the goods have not arrived at the expiration of seven days after the date on which they ought to have arrived, the consignee is entitled to put into force against the carrier the rights which flow from the contract of carriage.

Article 14.

The consignor and the consignee can respectively enforce all the rights given them by Articles 12 and 13, each in his own name, whether he is acting in his own interest or in the interest of another, provided that he carries out the obligations imposed by the contract.

Article 15.

1. Articles 12, 13 and 14 do not affect either the relations of the consignor or the consignee with each other or the mutual relations of third parties whose rights are derived either from the consignor or from the consignee.

2. The provisions of Articles 12, 13 and 14 can only be varied by express provision in the air consignment note.

Article 16.

1. The consignor must furnish such information and attach to the air consignment note such documents as are necessary to meet the formalities of customs, octroi or police before the goods can be delivered to the consignee. The consignor is liable to the carrier for any damage occasioned by the absence, insufficiency or irregularity of any such information or documents, unless the damage is due to the fault of the carrier or his agents.

2. The carrier is under no obligation to enquire into the correctness or sufficiency of such information or documents.

CHAPTER III.

LIABILITY OF THE CARRIER.

Article 17.

The carrier is liable for damage sustained in the event of the death or wounding of a passenger or any other bodily injury suffered by a passenger, if the accident which caused the damage so sustained took place on board the aircraft or in the course of any of the operations of embarking or disembarking.

Article 18.

1. The carrier is liable for damage sustained in the event of the destruction or loss of, or of damage to, any registered luggage or any goods, if the occurrence which caused the damage so sustained took place during the carriage by air.

2. The carriage by air within the meaning of the preceding paragraph comprises the period during which the luggage or goods are in charge of the carrier, whether in an aerodrome or on board an aircraft, or, in the case of a landing outside an aerodrome, in any place whatsoever.

3. The period of the carriage by air does not extend to any carriage by land, by sea or by river performed outside an aerodrome. If, however, such a carriage takes place in the performance of a contract for carriage by air, for the purpose of loading, delivery or trans-shipment, any damage is presumed, subject to proof to the contrary, to have been the result of an event which took place during the carriage by air.

Article 19.

The carrier is liable for damage occasioned by delay in the carriage by air of passengers, luggage or goods.

Article 20.

1. The carrier is not liable if he proves that he and his agents have taken all necessary measures to avoid the damage or that it was impossible for him or them to take such measures.

2. In the carriage of goods and luggage the carrier is not liable if he proves that the damage was occasioned by negligent pilotage or negligence in the handling of the aircraft or in navigation and that, in all other respects, he and his agents have taken all necessary measures to avoid the damage.

Article 21.

If the carrier proves that the damage was caused by or contributed to by the negligence of the injured person the Court may, in accordance with the provisions of its own law, exonerate the carrier wholly or partly from his liability.

Article 22.

1. In the carriage of passengers the liability of the carrier for each passenger is limited to the sum of 125,000 francs. Where, in accordance with the law of the Court seized of the case, damages may be awarded in the form of periodical payments, the equivalent capital value of the said payments shall not exceed 125,000 francs. Nevertheless, by special contract, the carrier and the passenger may agree to a higher limit of liability.

2. In the carriage of registered luggage and of goods, the liability of the carrier is limited to a sum of 250 francs per kilogram, unless the consignor has made, at the time when the package was handed over to the carrier, a special declaration of the value at delivery and has paid a supplementary sum if the case so requires. In that case the carrier will be liable to pay a sum not exceeding the declared sum, unless he proves that that sum is greater than the actual value to the consignor at delivery.

3. As regards objects of which the passenger takes charge himself the liability of the carrier is limited to 500 francs per passenger.

4. The sums mentioned above shall be deemed to refer to the French franc consisting of 65 $\frac{1}{2}$ milligrams gold of millesimal fineness 900. These sums may be converted into any national currency in round figures.

Article 23.

Any provision tending to relieve the carrier of liability or to fix a lower limit than that which is laid down in this Convention shall be null and void, but the nullity of any such provision does not involve the nullity of the whole contract, which shall remain subject to the provisions of this Convention.

Article 24.

1. In the cases covered by Articles 18 and 19 any action for damages, however founded, can only be brought subject to the conditions and limits set out in this Convention.

2. In the cases covered by Article 17 the provisions of the preceding paragraph also apply, without prejudice to the questions as to who are the persons who have the right to bring suit and what are their respective rights.

Article 25.

1. The carrier shall not be entitled to avail himself of the provisions of this Convention which exclude or limit his liability, if the damage is caused by his wilful misconduct or by such default on his part as, in accordance with the law of the Court seised of the case, is considered to be equivalent to wilful misconduct.

2. Similarly the carrier shall not be entitled to avail himself of the said provisions, if the damage is caused as aforesaid by any agent of the carrier acting within the scope of his employment.

Article 26.

1. Receipt by the person entitled to delivery of luggage or goods without complaint is *prima facie* evidence that the same have been delivered in good condition and in accordance with the document of carriage.

2. In the case of damage, the person entitled to delivery must complain to the carrier forthwith after the discovery of the damage, and, at the latest, within three days from the date of receipt in the case of luggage and seven days from the date of receipt in the case of goods. In the case of delay the complaint must be made at the latest within fourteen days from the date on which the luggage or goods have been placed at his disposal.

3. Every complaint must be made in writing upon the document of carriage or by separate notice in writing despatched within the times aforesaid.

4. Failing complaint within the times aforesaid, no action shall lie against the carrier, save in the case of fraud on his part.

Article 27.

In the case of the death of the person liable, an action for damages lies in accordance with the terms of this Convention against those legally representing his estate.

Article 28.

1. An action for damages must be brought, at the option of the plaintiff, in the territory of one of the High Contracting Parties, either before the Court having jurisdiction where the carrier is

ordinarily resident, or has his principal place of business, or has an establishment by which the contract has been made or before the Court having jurisdiction at the place of destination.

2. Questions of procedure shall be governed by the law of the Court seized of the case.

Article 29.

1. The right to damages shall be extinguished if an action is not brought within two years, reckoned from the date of arrival at the destination, or from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped.

2. The method of calculating the period of limitation shall be determined by the law of the Court seized of the case.

Article 30.

1. In the case of carriage to be performed by various successive carriers and falling within the definition set out in the third paragraph of Article 1, each carrier who accepts passengers, luggage or goods is subjected to the rules set out in this Convention, and is deemed to be one of the contracting parties to the contract of carriage in so far as the contract deals with that part of the carriage which is performed under his supervision.

2. In the case of carriage of this nature, the passenger or his representative can take action only against the carrier who performed the carriage during which the accident or the delay occurred, save in the case where, by express agreement, the first carrier has assumed liability for the whole journey.

3. As regards luggage or goods, the passenger or consignor will have a right of action against the first carrier, and the passenger or consignee who is entitled to delivery will have a right of action against the last carrier, and further, each may take action against the carrier who performed the carriage during which the destruction, loss, damage or delay took place. These carriers will be jointly and severally liable to the passenger or to the consignor or consignee.

CHAPTER IV.

PROVISIONS RELATING TO COMBINED CARRIAGE.

Article 31.

1. In the case of combined carriage performed partly by air and partly by any other mode of carriage, the provisions of the Convention apply only to the carriage by air, provided that the carriage by air falls within the terms of Article 1.

2. Nothing in this Convention shall prevent the parties in the case of combined carriage from inserting in the document of air carriage conditions relating to other modes of carriage, provided that the provisions of this Convention are observed as regards the carriage by air.

CHAPTER V.

GENERAL AND FINAL PROVISIONS.

Article 32.

Any clause contained in the contract and all special agreements entered into before the damage occurred by which the parties purport to infringe the rules laid down by this Convention, whether

by deciding the law to be applied, or by altering the rules as to jurisdiction, shall be null and void. Nevertheless for the carriage of goods arbitration clauses are allowed, subject to this Convention, if the arbitration is to take place within one of the jurisdictions referred to in the first paragraph of Article 28.

Article 33.

Nothing contained in this Convention shall prevent the carrier either from refusing to enter into any contract of carriage, or from making regulations which do not conflict with the provisions of this Convention.

Article 34.

This Convention does not apply to international carriage by air performed by way of experimental trial by air navigation undertakings with the view to the establishment of a regular line of air navigation, nor does it apply to carriage performed in extraordinary circumstances outside the normal scope of an air carrier's business.

Article 35.

The expression " days " when used in this Convention means current days not working days.

Article 36.

The Convention is drawn up in French in a single copy which shall remain deposited in the archives of the Ministry for Foreign Affairs of Poland and of which one duly certified copy shall be sent by the Polish Government to the Government of each of the High Contracting Parties.

Article 37.

1. This Convention shall be ratified. The instruments of ratification shall be deposited in the archives of the Ministry for Foreign Affairs of Poland, which will notify the deposit to the Government of each of the High Contracting Parties.

2. As soon as this Convention shall have been ratified by five of the High Contracting Parties it shall come into force as between them on the ninetieth day after the deposit of the fifth ratification. Thereafter it shall come into force between the High Contracting Parties who shall have ratified and the High Contracting Party who deposits his instrument of ratification on the ninetieth day after the deposit.

3. It shall be the duty of the Government of the Republic of Poland to notify to the Government of each of the High Contracting Parties the date on which this Convention comes into force as well as the date of the deposit of each ratification.

Article 38.

1. This Convention shall, after it has come into force, remain open for accession by any State.

2. The accession shall be effected by a notification addressed to the Government of the Republic of Poland, which will inform the Government of each of the High Contracting Parties thereof.

3. The accession shall take effect as from the ninetieth day after the notification made to the Government of the Republic of Poland.

Article 39.

1. Any one of the High Contracting Parties may denounce this Convention by a notification addressed to the Government of the Republic of Poland, which will at once inform the Government of each of the High Contracting Parties.

2. Denunciation shall take effect six months after the notification of denunciation, and shall operate only as regards the Party who shall have proceeded to denunciation.

Article 40.

1. Any High Contracting Party may, at the time of signature or of deposit of ratification or of accession declare that the acceptance which he gives to this Convention does not apply to all or any of his colonies, protectorates, territories under mandate, or any other territory subject to his sovereignty or his authority, or any territory under his suzerainty.

2. Accordingly any High Contracting Party may subsequently accede separately in the name of all or any of his colonies, protectorates, territories under mandate or any other territory subject to his sovereignty or to his authority or any territory under his suzerainty which has been thus excluded by his original declaration.

3. Any High Contracting Party may denounce this Convention, in accordance with its provisions separately or for all or any of his colonies, protectorates, territories under mandate or any other territory subject to his sovereignty or to his authority, or any other territory under his suzerainty.

Article 41.

Any High Contracting Party shall be entitled not earlier than two years after the coming into force of this Convention to call for the assembling of a new international Conference in order to consider any improvements which may be made in this Convention. To this end he will communicate with the Government of the French Republic which will take the necessary measures to make preparations for such Conference.

This Convention done at Warsaw on the 12th October, 1929, shall remain open for signature until the 31st January, 1930.

For Germany :

- (—) R. RICHTER.
- (—) Dr. A. WEGERDT.
- (—) Dr. E. ALBRECHT.
- (—) Dr. iur. Otto RIESE.

For Austria :

- (—) STROBELE.
- (—) REINOEHL.

For Belgium :

- (—) Bernard DE L'ESCAILLE.

For the United States of Brazil :

- (—) Alcibiades PEÇANHA.

For Bulgaria :

For China :

For Denmark :

(—) L. INGERSLEV.

(—) Knud GREGERSEN.

For Egypt :

For Spain :

(—) Silvio FERNANDEZ VALLIN.

For Estonia :

For Finland :

For France :

(—) Pierre Etienne FLANDIN.

(—) Georges RIPERT.

For Great Britain and Northern Ireland :

(—) A. H. DENNIS.

(—) Orme CLARKE.

(—) R. L. MEGARRY.

For the Commonwealth of Australia :

(—) A. H. DENNIS.

(—) Orme CLARKE.

(—) R. L. MEGARRY.

For the Union of South Africa :

(—) A. H. DENNIS.

(—) Orme CLARKE.

(—) R. L. MEGARRY.

For the Hellenic Republic :

(—) G. C. LAGOUKAKIS.

For Hungary :

For Italy :

(—) A. GIANNINI.

For Japan :

(—) Kazuo NISHIKAWA.

For Latvia :

(—) M. NUKŠA.

For Luxemburg :

(—) E. ARENDT.

For Mexico :

For Norway :

(—) N. Ch. DITLEFF.

For the Netherlands :

(—) W. B. ENGELBRECHT.

For Poland :

(—) August ZALESKI.

(—) Alfons KÜHN.

For Roumania :

(—) G. CRETZIANO.

For Sweden :

For Switzerland :

(—) Edm. PITTARD.

(—) Dr. F. HESS.

For Czechoslovakia :

(—) Dr. V. GIRSA.

For the Union of Soviet Socialist Republics :

(—) KOCIUBINSKY.

For Venezuela :

For Yugoslavia :

(—) IVO DE GIULLI.

ADDITIONAL PROTOCOL.

(With reference to Article 2.)

The High Contracting Parties reserve to themselves the right to declare at the time of ratification or of accession that the first paragraph of Article 2 of this Convention shall not apply to international carriage by air performed directly by the State, its colonies, protectorates or mandated territories or by any other territory under its sovereignty, suzerainty or authority.

For Germany :

- (—) R. RICHTER.
- (—) Dr. A. WEGERDT.
- (—) Dr. E. ALBRECHT.
- (—) Dr. iur. Otto RIESE.

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For the Hellenic Republic :

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*For Hungary :**For Italy :*

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- (—) N. Ch. DITLEFF.

For the Netherlands :

- (—) W. B. ENGELBRECHT.

For Poland :

(—) August ZALESKI.

(—) Alfons KÜHN.

For Roumania :

(—) G. CRETZIANO.

*For Sweden :**For Switzerland :*

(—) Edm. PITTARD.

(—) Dr. F. HESS.

For Czechoslovakia :

(—) Dr. V. GIRSA.

For the Union of Soviet Socialist Republics :

(—) KOCIUBINSKY.

*For Venezuela :**For Yugoslavia :*

(—) IVO DE GIULLI.

¹ TRADUCTION. — TRANSLATION.

FINAL PROTOCOL

OF THE SECOND INTERNATIONAL CONFERENCE ON PRIVATE LAW AFFECTING AIR QUESTIONS.

The delegates to the Second International Conference on Private Law affecting Air Questions met at Warsaw from October 4 to 12, 1929, with the object of discussing the draft Convention relating to documents of air carriage and the responsibility of the carrier in international carriage by air, drawn up by the International Technical Committee of Legal Experts on Air Questions appointed under a motion of the First International Conference on Private Law affecting Air Questions which met in Paris from October 27 to November 6, 1925.

The delegations which met at Warsaw were as follows.:

GERMANY :

Head of the Delegation : M. Reinhold RICHTER, Privy Councillor of State, Head of Department in the Reich Ministry of Justice ;
Delegate : Dr. Alfred WEGERT, Ministerial Councillor in the Ministry of Communications ;
Delegate : Dr. Erich ALBRECHT, Councillor to the Courts, Privy Councillor of Justice, Assistant in the Ministry of Foreign Affairs ;
Delegate : Dr. Otto RIESE, Higher Councillor of State in the Reich Ministry of Justice.

AUSTRIA :

Head of the Delegation : Dr. Guido STROBELE, Ministerial Councillor in the Ministry of Justice ;
Delegate : Dr. Rainer REINOEHL, Ministerial Councillor in the Ministry of Communications.

BELGIUM :

Delegate : M. DE VOS, Inspector General, Assistant Chief of the Cabinet of the Ministry of the Marine.

BRAZIL :

Delegate : H. E. M. Alcibiades PEÇANHA, Envoy Extraordinary and Minister Plenipotentiary at Warsaw.

BULGARIA :

Delegate : H. E. M. Vladimir ROBEFF, Envoy Extraordinary and Minister Plenipotentiary at Warsaw.

CHINA :

Delegate : M. Wang YATSE, Secretary of the Chinese Delegation accredited to the League of Nations.

DENMARK :

Head of the Delegation : M. L. INGERSLEV, Director of the Chamber of Wards in the Ministry of Justice ;
Delegate : M. K. GREGERSEN, of the Ministry of Public Works.

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.

EGYPT :

Delegate : M. Aboul Enein SALIM, Secretary of Legation.

SPAIN :

Delegate : M. R. DE MUGUIRO Y PIERRARD, Secretary of Legation.

ESTONIA :

Delegate : M. C. SCHMIDT, Acting Chargé d'Affaires at Warsaw.

FINLAND :

Delegate : H. E. Dr. Gustave IDMAN, Envoy Extraordinary and Minister Plenipotentiary at Warsaw.

FRANCE :

Head of the Delegation : M. Pierre-Etienne FLANDIN, Vice-President of the Chamber of Deputies, Former Minister.

Delegate : M. Georges RIPERT, Professor in the Faculty of Law of Paris and Expert of the French Government on the International Technical Committee of Legal Experts on Air Questions ;

Delegate : M. Jacques VIVENT, Deputy Director of Commercial Aviation in the Air Ministry ;

Delegate : Viscount Bertrand DU PLESSIX, Commercial Attaché and Air Attaché at the French Embassy at Warsaw ;

Mè Edmond SUDRE, Secretary-General of the International Technical Committee of Legal Experts on Air Questions.

GREAT BRITAIN, AUSTRALIA, UNION OF SOUTH AFRICA :

Head of the Delegation : Sir Alfred DENNIS, K.B.E., C.B. ;

Delegate : Mr. Orme CLARKE ;

Delegate : Mr. R. L. MEGARRY.

HELLENIC REPUBLIC :

Head of the Delegation : H. E. M. Georges LAGOUDAKIS, Envoy Extraordinary and Minister Plenipotentiary at Warsaw ;

Delegate : M. J. YOUPIS, Councillor in the Court of Athens, Judge of the Mixed Arbitral Tribunal.

HUNGARY :

Delegate : M. Béla DE SZENT-ISTVÁNY, Councillor of Section in the Ministry of Foreign Affairs.

ITALY :

Head of the Delegation : H. E. M. Amedeo GIANNINI, Member of the Council of State, Minister Plenipotentiary ;

Delegate : M. Manlio MOLFESE, Head of the Civil Aviation and Air Communication Office ;

Delegate : M. Antonio AMBROSINI, Professor at Rome University ;

Delegate : M. Felice PANIÈ, Advocate, former Deputy ;

Delegate : M. Salvatore CACOPARDO, Chief of Section in the Air Ministry.

JAPAN :

Head of the Delegation : M. Kazuo NISHIKAWA, President of the Court of Appeal ;

Delegate : M. S. IWAI, Secretary in the Ministry of Communications ;

Delegate : Viscount MOTONO, Secretary of Embassy.

LATVIA :

Delegate : H. E. M. NUKSA, Envoy Extraordinary and Minister Plenipotentiary at Warsaw.

LUXEMBURG :

Delegate : M. Ernest ARENDT, Councillor of State, Honorary President of the Higher Court of Justice.

MEXICO :

Delegate : M. RODRIGUEZ DUARTE, Consul at Warsaw.

NORWAY :

Delegate : M. N. Chr. DITLEFF, Chargé d'Affaires at Warsaw.

NETHERLANDS :

Head of the Delegation : H. E. M. W. B. ENGELBRECHT, Envoy Extraordinary and Minister Plenipotentiary at Warsaw ;

Delegate : M. J. WOLTERBEEK-MÜLLER, Advocate ;

Delegate : M. J. F. SCHÖNFELD, Chief of Section in the Ministry of Waterstaat.

POLAND :

Head of the Delegation : M. Karol LUTOSTAŃSKI, Dean of the Faculty of Law at Warsaw University ;

Delegate : M. Witold CZAPSKI, Under-Secretary of State in the Ministry of Communications ;

Delegate : M. Leon BABIŃSKI, Jurisconsult in the Ministry of Foreign Affairs ;

Delegate : M. Julian MAKOWSKI, Doctor of Laws, Chief of the Treaty Section in the Ministry of Foreign Affairs ;

Expert : M. Czesław FILIPOWICZ, Head of Civil Aviation in the Ministry of Communications ;

Expert : M. Tadeusz ŁEBIŃSKI, Deputy Agent of the Polish Government accredited to the Mixed Polish-German Court in Paris ;

Expert : M. Bronisław PIERZCHAŁA, Doctor of Laws, Councillor in the Ministry of Communications ;

Expert : M. Wacław ŁACIŃSKI, Rapporteur and Chief of Service in the Ministry of Foreign Affairs ;

Expert : M. Zygfryd PIĄTKOWSKI, Rapporteur in the Ministry of Communications ;

Expert : M. Andrzej MARCHWIŃSKI, Rapporteur in the Ministry of Foreign Affairs.

ROUMANIA :

Delegate : M. G. DAVIDESCU, Acting Chargé d'Affaires.

SWEDEN :

Delegate : H. E. M. C. D'ANCKARSVÄRD, Envoy Extraordinary and Minister Plenipotentiary at Warsaw.

SWITZERLAND :

Head of the Delegation : M. Edmond PITTARD, Legal Councillor of the Federal Air Office ;

Delegate : M. Fritz HESS, Deputy Chief of the Disputed Claims Section and of the Secretariat of the Federal Railways Department.

CZECHOSLOVAKIA :

Delegate : M. Josef NETIK, Councillor in the Ministry of Public Works, Doctor of Laws ;

Expert : M. Charles WENDL, Doctor of Laws, First Class Secretary in the Ministry of Foreign Affairs.

UNION OF SOVIET SOCIALIST REPUBLICS :

Head of the Delegation: M. G. KOTZUBIŃSKI, Councillor of Legation, Acting Chargé d'Affaires;
Delegate: M. A. SABANINE, Director of Department.

VENEZUELA :

Delegate: Dr. Carlos SISO, Advocate.

YUGOSLAVIA :

Head of the Delegation: M. IVO DE GIULLI, Acting Chargé d'Affaires at Warsaw ;

Delegate: M. T. SIMOVITCH, General ;

Delegate: M. DRAKOULITCH, Chief of the Civil Aviation Section in the Ministry of War and Marine ;

Expert: M. PRJITCH, Assistant in the Faculty of Law at Belgrade.

I.

As a result of their deliberation, the above-mentioned delegates agreed to submit for the signature of the respective Plenipotentiaries of the High Contracting Parties the text of a draft Convention for the unification of certain rules relating to international carriage by air, which will remain open for signature until January 31, 1930.

II.

The Conference adopted the following recommendations and resolutions :

A. Whereas the Warsaw Convention regulates only certain questions relating to carriage by air and whereas international air navigation raises many other questions which it would be desirable to regulate by international agreement,

The Conference recommends :

That, through the good offices of the French Government, which has taken the initiative in convening these conferences, and after these questions have been studied, further conferences should be convened subsequently to continue this work of unification.

B. In view of the importance from an international stand point of a uniform regulation of all kinds of air carriage,

The Conference recommends :

That the International Technical Committee of Legal Experts on Air Questions should, as soon as possible, prepare a preliminary draft convention on the subject.

C. In view of the desirability of having uniform wording for documents of carriage for all air navigation companies:

The Conference recommends :

That they should adopt models prepared by the International Technical Committee of Legal Experts on Air Questions.

D. The Conference, having taken note of the Brazilian delegation's proposal regarding the definition of carrier, in Article 1, and being of opinion that the question should not be regulated in this Convention,

Refers the proposal to the International Technical Committee of Legal Experts on Air Questions, together with the memorandum prepared by the said delegation, in order that the Committee may make use of this preparatory work.

E. The Conference, having noted the Brazilian delegation's proposal to add to the Convention an article relating to a stipulation whereby the carrier is required to keep the

documents of carriage for two years in accordance with the provisions already adopted by Italian legislation, and considering that the question should not be dealt with in this Convention,

Directs the attention of the International Technical Committee of Legal Experts on Air Questions to the proposal in order that it may make use of the Brazilian proposal in its work.

In faith whereof the delegates have signed the present Final Protocol.

Done at Warsaw on October 12, 1929, in one copy, which will remain in the archives of the Ministry of Foreign Affairs of the Polish Republic, a certified copy being forwarded to each of the delegations taking part in the Conference.

Germany :

- (—) R. RICHTER.
- (—) Dr. A. WEGERDT.
- (—) Dr. E. ALBRECHT.
- (—) Dr. iur. Otto RIESE.

Austria :

- (—) STROBELE.
- (—) REINOEHL.

Belgium :

- (—) Henry DE VOS.

Brazil :

- (—) Alcibiades PEÇANHA.

Bulgaria :

- (—) V. ROBEFF.

China :

- (—) Yates WANG.

Denmark :

- (—) L. INGERSLEV.
- (—) Knud GREGERSEN.

Egypt :

- (—) A. E. SALIM.

Spain :

- (—) Rafael DE MUGUIRO Y PIERRARD.

Estonia :

(—) SCHMIDT.

Finland :

(—) G. IDMAN.

France :

(—) Pierre Etienne FLANDIN.

(—) G. RIPERT.

(—) VIVENT.

(—) PLESSIX.

(—) E. SUDRE.

Great Britain and Northern Ireland :

(—) A. H. DENNIS.

(—) Orme CLARKE.

(—) R. L. MEGARRY.

Commonwealth of Australia :

(—) A. H. DENNIS.

(—) Orme CLARKE.

(—) R. L. MEGARRY.

Union of South Africa :

(—) A. H. DENNIS.

(—) Orme CLARKE.

(—) R. L. MEGARRY.

Hellenic Republic :

(—) G. C. LAGOUDAKIS.

(—) J. YOUPIS.

Hungary :

(—) B. SZENT-ISTVÁNY.

Italy :

(—) A. GIANNINI.

(—) MOLFESE.

(—) Salvatore CACOPARDO.

Japan :

- (—) Kazuo NISHIKAWA.
- (—) S. IWAI.
- (—) G. MOTONO.

Latvia :

- (—) M. Nukša.

Luxemburg :

- (—) E. ARENDT.

Mexico :

- (—) RODRIGUEZ DUARTE.

Norway :

- (—) N. Chr. DITLEFF.

Netherlands :

- (—) W. B. ENGELBRECHT.

Poland :

- (—) Karol LUTOSTAŃSKI.
- (—) Witold CZAPSKI.
- (—) Leon BABIŃSKI.
- (—) Juljan MAKOWSKI.
- (—) Czesław FILIPOWICZ.
- (—) Tadeusz ŁEBIŃSKI.
- (—) Dr. Bronisław PIERZCHAŁA.
- (—) Wacław ŁACIŃSKI.
- (—) Zygfryd PIĄTKOWSKI.
- (—) Andrzej MARCHWIŃSKI.

Roumania :

- (—) G. DAVIDESCU.

Sweden :

- (—) D'ANCKARSVÄRD.

Switzerland :

- (—) Edm. PITTARD.
- (—) Dr. F. HESS.

Czechoslovakia :

- (—) Jur. Dr. JOSEF NETIK.
- (—) Dr. K. WENDL.

Union of Soviet Socialist Republics :

- (—) KOTZUBINSKI.
- (—) A. SABANINE.

subject to declaratoins made at the final meeting.

*Venezuela :**Yugoslavia :*

- (—) IVO DE GIULLI.
- (—) D. T. SIMOVITCH.
- (—) Dr. iur. S. DRAKULITCH.
- (—) PRJITCH.