

The Civil Liability of the Carrier International Air

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Abstract

Original Research Article

Our article deals with the civil liability of an international air carrier: case of loss of luggage. More than one passenger uses the aircraft to travel with their baggage. It is imperative for victims of lost luggage linked to the carrier by contract to know how to move to court to find compensation. The legal conditions for the implementation of the civil liability of the international air carrier in the event of loss of passenger baggage are: the existence of the fault that caused the damage, the causal link between this fault and the damage suffered; The civil liability provided for by these two conventions (C.V 1929 and C.M 1999) is contractual due to the fact that the existence of a contract of carriage is necessary for the application of conventions under the terms of their first articles, which provides that the liability based on the agreements would be of a contractual nature between the international air carrier and the passenger who lost his checked or hand luggage; Legally, the compensation of a passenger for loss of luggage takes place after having established the civil liability of the author of the fault who caused damage to the victim. In the absence of an amicable arrangement, it is determined by the judge of a competent court based on the conventions mentioned above and the internal laws relating thereto.

Keywords: Liability, Civil, Carrier, International, Air, Loss and Baggage.

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INTRODUCTION

International air transport, which has existed for many years particularly since the Industrial Revolution has experienced remarkable growth, thereby facilitating significant socio-economic and politico-military development in many countries. A close analytical examination of aircraft operations reveals that they sometimes give rise to various incidents, such as accidents, noise pollution, delays affecting passengers or baggage, loss or destruction of checked or unchecked baggage, and failure to fulfil contractual obligations. All these elements may engage the civil liability of the international air carrier. The carrier is therefore required to compensate for damage suffered by passengers on board the aircraft as well as damage to their baggage. This liability is provided for under Articles 17, 18, 19, 24, 25, 26, and 27 of the Warsaw Convention of 12 October 1929, which was later supplemented by several international conventions and protocols, notably the Rome Convention I of 29 May 1933; the Rome Convention II of 7 October 1952; the Guadalajara Convention of 18 September 1961; the Montreal Convention of 23 September 1972; the Chicago Convention of 17 December 1944; and the Hague

Protocol of 28 September 1955. The Warsaw Convention may be supplemented by certain national provisions in various States Parties in order to determine the civil liability incurred. As an example, reference may be made to Book III of the Civil Code of Burundi, which constitutes a national legal standard providing remedies for damage suffered by passengers as a result of baggage loss caused by the fault of the international air carrier, once civil liability has been established. All operations relating to the movement of persons and baggage are best understood within the framework of the concept of transport. In modern society, both domestically and internationally, transport increasingly concerns all segments of the population engaged in various fields. Transport operations exert a significant influence on human life in society. Transport plays a role at every level of economic activity, including production, transformation, exchange, distribution, allocation of wealth, and consumption. All these operations and activities related to international air transport may give rise to damages in their execution, for which victims are entitled to seek compensation. This section defines the fundamental concepts used in the present study in order to facilitate understanding of the subsequent

developments. “Any transport in which, according to the agreement of the parties, the place of departure and the place of destination, whether or not there is a break in the transport or transshipment, are situated either within the territories of two High Contracting Parties, or within the territory of a single High Contracting Party if an agreed stopping place is located within the territory subject to the sovereignty, mandate, or authority of another power, even if that power is not a party to the Convention. Transport without such an agreed stopping place between territories subject to the sovereignty, mandate, or authority of the same High Contracting Party shall not be deemed international transport within the meaning of this Convention.” International air transport is also defined as transport that passes through the airspace of two or more States, or that of one State and the high seas; or when both the departure and destination points are located within the same State but include a technical or commercial stopover in another State (Burundi Code and Laws, 2006, Art. 359). In reality, any act of production, transformation, exchange, distribution of wealth, or consumption presupposes a transport operation. The necessity and complexity of transport activities have led specialists to establish a legal discipline known as transport law. Transport involving persons, goods, or animals may be terrestrial, maritime, or aerial. This study focuses on air transport. Transport law is therefore the body of rules governing transport operations carried out through the legal instrument known as the contract of carriage. The contract of carriage is the cornerstone of all transport operations, and transport law would have no legal foundation without its existence. Hermad defines the contract of carriage as “a contract by which an operator undertakes, for remuneration, to convey goods or persons from one place to another by a specified means of transport” (Hermad, 1955, p. 177). An air transport contract is an agreement by which a carrier, whether a natural or legal person, undertakes, for remuneration, to transport passengers, goods, or mail by aircraft from an agreed point of departure to a specified destination within a determined period (Burundi Code and Laws, 2006, Art. 426). The air transport contract is governed by international conventions in force in Burundi. Domestic transport contracts are governed by national regulations which, for purposes of harmonization, apply the international conventions in force (Burundi Code and Laws, 2006, Art. 420).

Air Law: Lessedjina defines air law as the body of rules governing the activities of aircraft operating in the air and their relationship with persons and property on the surface (Lessedjina, 1999, p. 26).

Civil Liability: Civil liability is the obligation to repair damage suffered by another as a result of an event for which one is responsible. Liability may be contractual or non-contractual. It is contractual when it arises from the breach of obligations stipulated in a contract, requiring compensation for the damage caused to the other contracting party as a result of non-

performance of contractual terms. According to Fontaine, contractual liability is the obligation to compensate for damage resulting from the non-performance of a contract (Hassenforder, 1996, p. 11). Liability is tortious (delictual) when it requires compensation for harm occurring outside any contractual relationship. This liability exists when fault is proven, but also in certain situations where liability is presumed this is strict liability (Bernard, 1978, p. 63).

Carrier: According to Larousse, a carrier is a natural or legal person whose profession or activity consists of providing transport services. Legally, the carrier is a professional who contractually undertakes to transport persons or goods, including their baggage where applicable, under their responsibility. The carrier must ensure safe transport, as the act of conveyance is an essential element of the contract of carriage (Warsaw Convention, 1929).

Passenger: A passenger is a person who travels in a vehicle or aircraft but bears little or no responsibility for operating the means of transport used to reach the destination (Online French Dictionary, 2020).

Baggage: Baggage refers to any object or personal property that a traveller takes along on a journey (Larousse, 2015). Legally, baggage consists of items that the carrier undertakes or agrees to transport together with the passenger, as stipulated in Article 1 of the General Conditions of Carriage (Passengers and Baggage) of the International Air Transport Association. In its Resolution 1724, IATA defines baggage as “your personal property accompanying you in connection with your trip.” There are two types of baggage: checked baggage and unchecked baggage, also called carry-on or cabin baggage.

METHODOLOGY

The present study employed the exegetical method, which consists of interpreting legal texts and conventions. This method is used to understand legal provisions by examining the intention of the legislator and explaining the purpose that gave rise to the legal norm. We also used the documentary research method, which involves identifying and mapping available sources related to a given subject. It encompasses all the steps required to search for, identify, and select documents on a specific, clearly defined, and delimited topic. For this purpose, we consulted books, theses, dissertations, reports, and lecture notes. In addition, we applied the analytical method, which makes analysis the primary tool of research. The term “analytical method” can be considered somewhat broad, as analysis plays a significant role in various research and pedagogical approaches. This method enables the systematic examination of all information and data collected, where applicable. Since analytical approaches are diverse, this study specifically relies on the case study method.

RESULTS

This section of the article presents the data collection process for the study. It also addresses data analysis, interprets and discusses the findings, and provides conclusions based on the interpretation of the results. The data were collected through a questionnaire. However, a qualitative research methodology was used to interpret the findings obtained in the field. In this article, we focus on contractual civil liability, since both the Warsaw Convention of 1929 and the Montreal Convention of 1999 require a contractual basis for transport operations. The application of these conventions presupposes the existence of a contract of air carriage that satisfies the conditions set out in Article 1 of the Montreal Convention. Given the limitations outlined in the scope of the study, we considered it more appropriate to frame our work within a legal analysis rather than a detailed empirical analysis and interpretation of data. With respect to the contractual civil liability of the international air carrier, developments in aeronautical technology have enabled human beings to travel easily and rapidly by aircraft. Air transport has as its material object the act of movement; regardless of speed or route, it is the physical act of transport that constitutes the principal object of the contract. However, this movement may give rise to incidents, particularly as a result of technological development. The rapid technological advances at the dawn of the Second World War transformed air transport into one of the safest and fastest modes of transport in the world. The contract of carriage is consensual, synallagmatic (bilateral), and of successive performance. It is generally onerous; however, nothing prevents transport from being provided without remuneration. In such a case, the transport is gratuitous and performed as a matter of courtesy. The relationship is then not contractual, and its effects are assessed only in light of tortious civil liability. According to legal doctrine and case law, transport is characterized by three essential elements: the movement itself, the carrier's control over the operation, and the professional nature of the carrier. Where these elements are present, the agreement is legally classified as a contract of carriage, regardless of the designation given to it by the parties. The carrier operates independently in the exercise of their profession, as they must personally ensure the technical and commercial management of operations; the transport is carried out under their control. The transportation of baggage by aircraft leads the passenger to enter into a contractual relationship with the air carrier. As a result of this air transport contract, one of the parties may incur contractual civil liability. The central issue, therefore, is the legal basis on which such contractual civil liability may be established and proven. With the recognition of contractual liability, legislators have developed different systems of liability, including strict liability, limited or unlimited liability, and contractual liability regimes. The scope of the contractual liability regime depends on the content of the contract. The air carrier is liable for damage suffered by baggage, whether checked or

unchecked, unless it proves that the damage resulted from force majeure, the fault of a third party, or that it and its agents took all necessary measures to prevent the cause of the damage. Contractual liability is the obligation to compensate for damage resulting from the non-performance of a contract. The debtor of this obligation must ensure that the contracting party reaches the end of the contractual performance safely and without harm. Failure to do so constitutes a clear breach of the contract. In matters concerning the civil liability of the carrier, the system of contractual liability based on presumed fault is adopted by the Warsaw Convention of 1929, the Montreal Convention of 1999, and Law No. 01/016 of 31 September 2001. The carrier is automatically liable for any damage suffered by a passenger in connection with baggage. To be exonerated from liability, the carrier must prove the fault of a third party or of the victim (Art. 21 Warsaw Convention), or that all necessary measures were taken to prevent the damage (Art. 25 Warsaw Convention). Article 17(2) of the Montreal Convention allows the air carrier to be released from liability if, and to the extent that, the damage results from the inherent nature or defect of the baggage. In addition, Article 29 of the Montreal Convention occupies a central place in the liability system by granting exclusivity to Articles 17, 18, and 19. It is therefore necessary to establish the essential elements of damage: its occurrence, its cause, the fault committed, and the causal link. The conditions governing the carrier's liability are set out in Articles 17 to 21 of the Warsaw Convention, Articles 17 to 19 of the Montreal Convention, and Articles 455 to 459 of the Civil Aviation Code of Burundi. Since baggage is under the control of the carrier, the latter has a duty to safeguard it properly in order to prevent its destruction or loss, which would give rise to an obligation to compensate. If such damage occurs, passengers or recipients are entitled to bring legal action against the international air carrier. The legal basis of the carrier's liability for baggage is found in Article 17(2) of the Montreal Convention. According to this provision, the carrier is liable for damage sustained in the event of destruction, loss, or damage to checked baggage, provided that the event causing such destruction, loss, or damage occurred on board the aircraft or during any period in which the carrier had custody of the checked baggage. However, the carrier is not liable if, and to the extent that, the damage results from the inherent nature or defect of the baggage. In the case of unchecked baggage, particularly personal effects, the carrier is liable if the damage results from its own fault or from that of its employees or agents. The carrier's liability is engaged under the following conditions: There must be a harmful event. Unlike Article 17(1) of the Montreal Convention, the Convention does not require the occurrence of an accident in this context. As in the carriage of goods, any event whatsoever may potentially give rise to compensation. The Convention applies only to harmful events occurring within a specific period. Thus, for checked baggage, the event must occur "on board the

aircraft” or during any period in which “the carrier had custody of the baggage.” For cabin baggage, however, Article 17(2) of the Montreal Convention does not specify the period during which the causal event must occur. The causal event must result in damage, namely destruction, loss, or damage to the baggage. These concepts and their distinctions are the same as those applied in the context of the carriage of goods (Article 18(1) Montreal Convention). This harm must itself cause a compensable loss. What has been established regarding bodily injury applies here as well. The role of the carrier’s fault varies depending on the type of baggage involved. For checked baggage, fault is not a condition of the carrier’s liability. The carrier may be exonerated only if it proves that the damage resulted from the “nature” or an “inherent defect” of the baggage (Article 17(2), second part, Montreal Convention). For cabin baggage, the situation is reversed, as it is for the injured party to prove the carrier’s fault (Article 17(2), third part, Montreal Convention). In both cases, the carrier may also invoke the contributory fault of the claimant or of the person from whom the claimant derives rights in order to be exonerated (Article 20 Montreal Convention). Under Article 22(2) of the Montreal Convention, the carrier’s liability for baggage is limited to 1,131 Special Drawing Rights (SDRs) per passenger, unless the passenger has made a special declaration of interest. In cases of gross negligence, however, the carrier cannot rely on this limitation of liability (Article 22(5) Montreal Convention). Furthermore, Article 22(3) of the Warsaw Convention limits the liability of the contractual carrier with respect to objects retained in the passenger’s custody (carry-on baggage). In such cases, the Convention applies. Damage in the transport of checked baggage also arises from destruction, loss, or deterioration, and the cause of the damage is an event (Article 18(1) Warsaw Convention). Damage to baggage results from a causal event within the meaning of Article 17 of the Warsaw Convention. This reflects the principal nature of the obligation of result incumbent upon every carrier. It should also be noted that, under Article 18 of the Warsaw Convention, liability arises for destruction, loss, or damage to checked baggage when the event causing the damage occurred during air transport. Any fault affecting baggage, however slight, engages the responsibility of its author; no aggravated fault is required. The international air carrier is bound by an obligation of result and must transport baggage safely to its destination within the agreed time between the contracting parties. With respect to baggage transport, the carrier is presumed to have committed a fault whenever destruction, loss, or damage occurs during the period of transport. Damage caused by fault remains, wholly or partially, the responsibility of the person who committed that fault. Any non-performance of a contract gives rise to an action for compensation by the creditor of the unfulfilled obligation. This leads to the conclusion that contractual liability arises in the presence of a contractual fault. The existence of a causal link between the fault and the damage is essential, regardless of

whether liability is contractual or tortious. For the victim to establish evidence capable of engaging the carrier’s liability, they must be able to prove the damage and its cause, the fault, and the causal link within their contractual relationship during the period of transport. According to Article 4(1) of the Warsaw Convention, in the carriage of baggage other than small personal items retained by the passenger, the carrier must issue a baggage check.: The legal requirements for implementing contractual liability involve a judicial action brought by the claimant namely the victim or their beneficiaries in order to obtain a judgment condemning the carrier to compensate for the damage and pay damages and interest. The obligation to repair arises only when all the necessary conditions of contractual liability are satisfied. This obligation must be enforced to ensure full satisfaction of the victim, by bringing the matter before the competent court. Under Article 28(1) of the Warsaw Convention, the claimant may, at their option, bring proceedings before: the court of the carrier’s domicile, the court of the carrier’s principal place of business, the court of the place where the establishment through which the contract was concluded is located, or the court of the place of destination. The action may be brought against the carrier and its employees or agents, although additional important elements may also arise depending on the specific circumstances...

The mode of transport used, whether a single carrier or a succession of carriers; the persons entitled to bring legal proceedings (the action is open to anyone with a legitimate interest. In the air transport of baggage, the right to bring an action is granted alternatively to the consignor and the consignee under Article 14 of the 1929 Warsaw Convention); compensation for damage (by meeting all the necessary conditions of the contractual liability of the air carrier, the victim may bring the case before the competent court in order to obtain reparation for the damage suffered); exoneration (Article 20(1) of the Warsaw Convention provides that “the carrier shall not be liable if it proves that it and its servants or agents took all necessary measures to avoid the damage or that it was impossible for them to take such measures”); and limitation of contractual liability (the carrier accepts parcels according to their weight without assessing their value. Since the freight charge is calculated per kilogram, it is considered fair to limit liability on the basis of weight. Article 22(2) of the Warsaw Convention limits the carrier’s liability for baggage to 250 francs per kilogram, unless a special declaration of interest in delivery is made by the consignor at the time the parcel is handed over to the carrier. In that case, the carrier must pay up to the declared amount, unless it proves that the declared sum exceeds the consignor’s real interest in delivery). The carrier may thus protect itself against unforeseen risks regardless of the nature or value of the baggage and can calculate in advance the total amount of compensation payable and insure accordingly. The action is brought against the contractual carrier, who is the defendant in civil liability proceedings. The

procedure is straightforward in the case of a single carrier (the consignor or consignee brings the claim against that carrier). In the case of successive carriers, Article 30(3) of the Warsaw Convention provides that the consignor may bring an action not only against the first carrier but also against the carrier who performed the transport during which the damage occurred. Conversely, the consignee may bring an action against the last carrier as well as the carrier responsible for the stage of the journey during which the loss, damage, or delay occurred.

Requirement of the Air Waybill: Statements contained in the air waybill constitute prima facie evidence unless proven otherwise. In practice, international airlines do not issue simple receipts but prepare standardized air waybills used under the international regime. Article 8 of the Warsaw Convention specifies the particulars that must be included in the air waybill, also reflected in national regulations governing carriers and freight forwarders. These include, among others: the place and date of issue; the place of departure and destination; agreed stopping places; the names and addresses of the consignor, first carrier, and consignee; the nature, quantity, and packaging of the goods; transport charges; declared value where applicable; number of originals; accompanying documents; transport time limits; route indications; and a statement that the carriage is subject to the liability rules established by the Convention. Article 5 of the Convention further provides that every carrier of goods has the right to require the consignor to prepare and deliver an air waybill, and every consignor has the right to require the carrier to accept it. However, the absence, irregularity, or loss of the document does not affect the existence or validity of the contract of carriage, which remains subject to the Convention, without prejudice to Article 9. The air waybill is normally issued in three originals: one for the carrier, one for the consignee, and one for the consignor. In practice, the carrier often prepares all three copies and distributes them accordingly.

Evidentiary Value of the Air Waybill: The air waybill constitutes evidence of the conclusion of the contract, its terms, and the receipt of the goods, unless proven otherwise. It is particularly probative regarding weight, packaging, number of packages, and dimensions. The carrier bears the burden of proof but may insert reservations. The listed particulars are not exhaustive; parties may include additional terms. However, some statements cannot be invoked against the carrier if they were verified in the presence of the consignor. The absence of the air waybill or of the mandatory particulars deprives the carrier of the right to rely on provisions of the Warsaw Convention that exclude or limit its liability.

In Passenger Transport: The victim, their heirs, or beneficiaries are entitled to bring legal proceedings. Since the 1929 Warsaw Convention is silent on this

matter, the applicable domestic law determines who may sue.

Victim: Burundian law recognizes that both direct and indirect victim's natural or legal persons may bring an action against the air carrier responsible for the damage. The passenger is the direct victim. Indirect victims include persons affected by the passenger's death, such as the surviving spouse or other beneficiaries.

Heirs: Heirs may claim only the compensation that the victim could have claimed. They are considered indirect victims, even though they are third parties to the contract of carriage. Legal entities may also be indirect victims for example, when an employee on an official mission suffers damage affecting the organization's operations.

Transport of Baggage and Goods: Under Article 14 of the Warsaw Convention, the right to bring an action belongs alternatively to the consignor or the consignee. The consignor is the person who concludes the contract with the carrier; the consignee is the person designated to receive the goods. Acceptance of goods without protest creates a presumption that they were delivered in good condition. Failure to protest within the prescribed time renders any action inadmissible, except in cases of fraud.

Compensation and Indemnification: Once the conditions of contractual liability are met, the victim may seek compensation before the competent court. Compensation should, in principle, be full, subject to the rule of foreseeability in contractual liability. International aviation law recognizes the principle of compensation, but standardized compensation may not reflect the full extent of the damage. Payment should normally be made voluntarily by the carrier and may take the form of cash, transfer, cheque, or travel vouchers (with the passenger's consent). Liability is generally limited by weight (250 francs per kilogram under the Warsaw Convention), unless a special declaration of value is made. This system allows carriers to insure themselves against risk.

Extra contractual Liability and Its Foundations: Extra contractual liability is based on fault, negligence, or imprudence. The general principle is that any act causing damage obliges the person responsible to repair it. However, modern aviation law also recognizes risk-based (objective) liability, designed to protect victims.

Limitation of Compensation: International conventions limit compensation to avoid hindering the development of commercial aviation. Compensation for third parties on the ground, for example, may depend on the weight of the aircraft.

DISCUSSION

This study examined in depth the issue of the civil liability of the international air carrier in cases of lost baggage a matter of crucial importance for passengers, airlines, and regulators. The findings highlight several key points. First, baggage loss remains a major concern in international travel, with significant personal and financial consequences. Baggage policies vary widely among airlines, creating confusion and frustration. Clearer standards and greater transparency are needed. Third, national and international case law shows an increasing willingness by courts to recognize passenger rights and grant fairer compensation, reflecting a positive evolution toward stronger protection. However, challenges remain, particularly regarding proof of the value of lost baggage and the length of claim procedures. Airlines must continue improving their internal processes to handle claims efficiently. Overall, this study highlights the importance of clear regulations and fair practices in protecting passenger rights. As the aviation sector evolves, cooperation among carriers, regulators, and passengers is essential to ensure a system of civil liability that is fair, transparent, and responsive to the needs of all stakeholders.

CONCLUSION

From this study on the civil liability of the international air carrier in cases of lost baggage, several important considerations emerge in the field of international air transport. It has been possible to identify the fundamental principles governing the civil liability of the international air carrier, as well as the difficulties encountered by courts in interpreting the provisions of the various conventions invoked, such as the Warsaw Convention of 12 October 1929, the Rome Conventions of 1933 and 1952, and the Montreal Convention of 28 May 1999. This work also aims to draw the attention of users of this mode of transport passengers to their rights and obligations when contracting with an international air carrier. In the event of baggage loss, passengers must understand the legal procedures available to restore their rights. These challenges largely stem from the diversity of national legislations, which fall short of achieving the harmonization sought by the international legislator. It is therefore regrettable that certain provisions of the Warsaw Convention refer back to the general law of liability. Courts may, in some cases, fully exonerate the air carrier by recognizing that the carrier and its servants or agents took all necessary measures to avoid the damage, thereby applying the principle of limited liability in accordance with the 1929 Convention. However, judges should adopt an approach that ensures fairness to the victim, particularly regarding compensation.

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BIBLIOGRAPHY

- Alain Jauffret (1975). *Manual of Commercial Law*, 15th ed. Paris: Dunod.
- André Weil and François Terré (1986). *Civil Law: Obligations*, 4th ed. Paris: Dalloz.
- Claude Dupry and Michel Ressayre (1980). *Civil Law Handbook: Obligations, Securities and Major Contracts*, Vol. 2. Paris: Dunod.
- Emmanuel Decaux and Olivier de Frouville (2018). *Public International Law*, 11th ed. Paris: Dalloz.
- Emmanuel Mukendi Wafwana (1998). *Liability for Aircraft Damage*. Kinshasa: AIRDEV.
- François Chabas (1991). *Lessons in Civil Law*, 8th ed. Paris: Montchrestien.
- François Terré (1986). *Civil Law: Obligations*, 7th ed. Paris: Dalloz.
- Henri Capitant (1970). *Civil Liability*, 6th ed. Paris: Montchrestien.
- Henri Coquoz (1983). *International Air Law*. Paris: Montchrestien.
- Hussein Matouk (1971). *Aviation Insurance*. Paris: LGDJ.
- Ikweame Ipi'ozia Lessedjina (1999). *Air Law*. Kinshasa: PUZ.
- Jacques Hermard (1955). *Commercial Contracts and Transport*. Paris: Sirey.
- Jan Sundberg (1966). "Some Aspects of Liability for Delay in Air Law." RFDA.
- Jean Bernard (1987). *Dictionary of Law*, Vol. 2, 2nd ed. Paris: Dalloz.
- Jean Carbonnier (1950). *Civil Law: Obligations*. Paris: PUF.
- Jean Combacau and Serge Sur (2014). *Public International Law*, 11th ed. Paris: LGDJ.
- Katwala Kaba Kashala (1996). *Prescription in Civil Matters*. Kinshasa.
- Laurent Chassot (2012). *Sources of Liability of the International Air Carrier*. Geneva: Schulthess.
- Michel de Juglart (1989). *Treatise on Air Law*, Vol. 1. Paris: LGDJ.

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- Michel Litvine (1970). *Air Law: Belgian and International Perspectives*. Brussels: Bruylant.
 - Nicolae Mateesco (1980). *Treatise on Aeronautical Law*, 3rd ed. Paris: Pedone.
 - Nicolas Balat, Jérémie Tricot, and Laurent Siguoirt (2019). *Compensation and Assistance for Air Transport Passengers*. Paris: LexisNexis.
 - Olivier Corten (2009). *Methodology of Public International Law*. Brussels: Université de Bruxelles.
 - Paul Piron and Jean Davos (1960). *Codes and Laws of the Belgian Congo*, Vol. 1. Brussels: Larcier.
 - Philippe Le Tourneau (1982). *Civil Liability*, 3rd ed. Paris: Dalloz.
 - René Guinchard and Jean Vincent (2001). *Lexicon of Legal Terms*, 13th ed. Paris: Dalloz.
 - René Rodière (1962). *Transport Law*. Paris: Sirey.
 - René Savatier (1979). *Theory of Obligations in Economic Private Law*, 4th ed. Paris: Dalloz.