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July 20, 2012

Secretary
Canadian Transportation Agency
Ottawa, ON K1A 0N9

Attention: Ms. Shanda Frater

Dear Ms. Frater:

Please accept this letter as the answer of United Air Lines, Inc. ("**United**") to the June 19, 2012 complaint of Mr. Gábor Lukács, in accordance with the Agency's letter dated June 29, 2012.

Lukács's complaint makes various arguments in respect of United's Contract of Carriage, revised June 15, 2012 (the "**Tariff**"). United submits that contrary to the complaint, its Tariff is clear, just, reasonable and consistent with the *Carriage by Air Act* (the "**Act**"), the *Air Transportation Regulations* (the "**Regulations**") and the *Convention for the Unification of Certain Rules for International Carriage by Air* ("***Montreal Convention***").[1]

I. Issues

The complaint raises the following issues:

1. Does the statement at Rule 28(C)(2) of United's Tariff that "Airport, air traffic control, security, and other facilities or personnel, whether public or private, not under the control and direction of the Carrier are not servants or agents of the Carrier…" alter or narrow the meaning of the terms "servants" and "agents" at Article 19 of the *Montreal Convention* and thereby contravene the *Montreal Convention* and the Regulations?
2. Is United's Tariff inconsistent with the *Montreal Convention* and the Regulations because it states that United is liable for damage caused by delay unless it proves that it and its

[1] *Carriage by Air Act*, RSC, 1985, c. C-26; *Air Transportation Regulations*, SOR/88-58 [Regulations]; *Convention for the Unification of Certain Rules for International Carriage by Air*, May 28, 1999, 2242 UNTS 350 [Montreal Convention].

servants and agents took all measures that could reasonably be required to avoid the damage, and then clarifies this statement by identifying which persons are not an agent or servant of United and that United is not liable to the *extent* the delay is caused by these persons?

3. Did United contravene the *Montreal Convention* and the Regulations and by relying upon Canadian Superior and Appellate Courts' interpretation of the term "damages" as it appears in the *Montreal Convention*?
4. Is baggage in "the charge of carrier" when it is under the custody and control of public authorities for the purposes of inspection?
5. Is United's Tariff inconsistent with the *Montreal Convention* and the Regulations because it states that, in the case of successive carriage, it is not liable for damage to baggage where another carrier would be liable for damage to baggage, but for that carrier's exclusion of liability relating to the damaged items.?
6. Is United obliged to refer to Article 19 of the *Montreal Convention* in each paragraph to each subsection to each section of each Rule of its Tariff that addresses damages arising from delay?
7. Is it a violation of the *Montreal Convention* and the Regulations for United to require that it examine baggage that a passenger claims was damaged by United by the limitation period for making a claim?

II. Law and Argument

A. Principles of Interpretation

Unique rules of interpretation apply to different types of documents. United's Tariff is a commercial contract and its interpretation must employ the rules and principles of contractual construction. The Act is a statute and the Regulations are subordinate legislation. As such, their interpretation must follow the rules and principles governing statutory interpretation. The *Montreal Convention* is a treaty and its

interpretation must accord with the *Vienna Convention on the Law of Treaties* ("**Vienna Convention**").[2] This is so despite the fact that the *Montreal Convention* only has legal effect in Canada because it was transformed into law by statute. The Supreme Court of Canada has held that the interpretation of treaty transforming legislation, "[…] must necessarily be harmonized with the international commitments of Canada […]".[3] In addition, the Court has held the *Vienna Convention* may be used when interpreting the text of treaties that have been transformed into Canadian law.[4]

1. Interpretation of the Tariff

The Tariff must be interpreted using the following rules and principles of contractual interpretation. First, in the absence of any ambiguity, the terms of the Tariff are to be determined objectively with the goal of determining "the meaning that the document would convey to a reasonable person having all the background knowledge which would reasonably have been available to the parties in the situation in which they were at the time of the contract".[5] Second, the words in the Tariff must be given their plain meaning unless to do so would create an absurdity.[6] Third, the words of the Tariff must be interpreted in light of the whole of the Tariff.[7] Thus, a particular subparagraph cannot be read in isolation; rather, it must be read within the context of the article as a whole, including the chapeau and other subparagraphs, and the Tariff. Fourth, in construing the Tariff, it is assumed that the words are there for a purpose and one must reject an interpretation that would render one of the Tariff's terms ineffective.[8] Therefore, one must reject an interpretation of a subparagraph if it would render another subparagraph obsolete or redundant and if another reasonable interpretation is available.

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[2] *Vienna Convention on the Law of Treaties*, Can T. 1980 No 37 [Vienna Convention].

[3] *GreCon Dimter Inc. v J. R. Normand inc.*, 2005 SCC 46 at para 39.

[4] *Pushpanathan v Canada (Minister of Citizenship and Immigration)*, [1998] 1 SCR 982 at paras 51-52.

[5] *Richardson International Ltd. v Mys Chikhacheva (The)*, 2002 FCT 482 at para 12, citing *Investors Compensation Scheme Ltd. v West Bromwich Building Society*, [1998] 1 WLR 896 at pages 912-913.

[6] *Group Eight Investments Ltd. v Taddei*, 2005 BCCA 489 at para 20.

[7] *Consolidated-Bathurst Export Ltd. v Mutual Boiler and Machinery Insurance Co.*, [1980] 1 SCR 888 at 901.

[8] *National Trust Co. v Mead*, 1990 CanLII 73 (SCC), (1990), 71 D.L.R. (4th) 488 at 499.

2. Interpretation of the Montreal Convention

Article 31 of the *Vienna Convention* sets out the following interpretative principles.[9] First, the *Montreal Convention* must be interpreted "in good faith in accordance with the ordinary meaning to be given to the terms of the treaty in their context and in the light of its object and purpose". Second, the "context" of the *Montreal Convention* includes,

a. The *Montreal Convention*'s text and preamble;
b. An agreement between all the parties to the *Montreal Convention* that relates to the Convention; and
c. A reservation or instrument made by one or more parties to the *Montreal Convention* at the time of conclusion of the treaty that was accepted by other parties.

Third, in addition to context, one may take into account:

a. A subsequent agreement between the parties to the *Montreal Convention* regarding the interpretation or application of its provision;
b. A subsequent practice in the application of the treaty "which establishes the agreement of the parties regarding its interpretation"; and
c. Any relevant rule of international law.

Lastly, special meaning shall be given to a term if the parties so intended.

B. United's Tariff must be just, reasonable and clear

The *Regulations* provide that the tolls and terms of a carrier's tariff must be both just and reasonable.[10] In determining whether United's Tariff is just and reasonable, the Agency must strike a balance between the rights of passengers and United's statutory, commercial and operational obligations.[11]

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[9] *Vienna Convention*, *supra*, art. 31.

[10] *Regulations*, *supra*, s. 111 [Regulations].

[11] *Lukács v. WestJet*, CTA Decision No. 249-C-A-2012 (June 28, 2012) at para 16.

The Regulations also require that the terms of United's tariff clearly state its policy in respect of certain matters, including:

> […]
>
> (x) limits of liability respecting passengers and goods,
>
> (xi) exclusions from liability respecting passengers and goods, and
>
> (xii) procedures to be followed, and time limitations, respecting claims.[12]

The Agency's previous decisions provide that an air carrier meets this clarity obligation "when, in the opinion of a reasonable person, the rights and obligations of both the carrier and the passengers are stated in such a way as to exclude any reasonable doubt, ambiguity or uncertain meaning".[13]

C. Rule 28(C)(2) of the Tariff does not alter or narrow the meaning of the terms "servants" and "agents" at Article 19 of the *Montreal Convention*

Tariff Rule 28(C)(2) has two parts. The first part is a statement clarifying that certain persons and facilities are not "servants" and "agents" of United. This part reads, "Airport, air traffic control, security, and other facilities or personnel, whether public or private, not under the control and direction of the Carrier are not servants or agents of the Carrier". Lukács contends that United's assertion about who is not an agent or servant is inconsistent with Article 19 of the *Montreal Convention* and that this statement, "[…] attempts to exclude certain facilities and personnel from the circle of United's servants and agents […]".

United submits that, contrary to Lukács's allegations, the use of the terms "servants" and "agents" at Tariff Rule 28(C)(2) is consistent with the meaning of the words at Article 19 of the *Montreal Convention*. Article 19 of the *Montreal Convention* reads:

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[12] Regulations, s. 122(c).

[13] *Lukács v WestJet*, Decision No. 249-C-A-2012 (June 28, 2012) at para 23 citing *Lukács v WestJet*, Decision No. 418-C-A-2011 and *Desrochers v Aeroflot Russian Airlines*, Decision No. 382-C-A-2003. Also see *Lukács v Air Canada*, Decision No. 250-C-A-2012 (June 28, 2012) at para 8 and *Lukács v Transat A.T.*, Decision No. 248-C-A-2012 (June 28, 2012) at para 16.

> The carrier is liable for damage occasioned by delay in the carriage by air of passengers, baggage or cargo. Nevertheless, the carrier shall not be liable for damage occasioned by delay if it proves that it and its servants and agents took all measures that could reasonably be required to avoid the damage or that it was impossible for it or them to take such measures.

The terms "agent" and "servant" each have a well-established legal meaning. *Black's Law Dictionary* defines "agent" to include, "2. One who is authorized to act for or in place of another".[14] In other words, an agent acts in the place of its principal, and can bind the principal by contract or cause it to be liable in negligence. *Black's Law Dictionary* defines "servant" as, "A person who is employed by another to do work under the control and direction of the employer".[15] It is United's position that these definitions are the plain and ordinary meanings of the terms "agent" and "servant" and reflect the meaning of the terms as they are found at Article 19 of the *Montreal Convention*. Thus, pursuant to Article 19 of the *Montreal Convention*, an agent or servant is a person who is either an employee of United or who is authorized by United to act in its place. It follows that in order for a person to be an agent or servant of United, the person's actions must be subject to the control and direction of United.

The first part of Rule 28(C)(2) is only inconsistent with the terms "agent" and "servant" at Article 19 of the *Montreal Convention* if the Rule asserts that persons who could fall within the meaning of these terms are not United's agents and servants. According to the ordinary legal meaning of the terms "agent" and "servant", a third-party who is "not under the control and direction of" United cannot be an agent or a servant of United. It follows that airports, air traffic controllers, security personnel and others who are not under the direction or control of United, and who are neither employees nor agents of United, cannot be its "agents" or "servants" within the meaning of the terms as they appear at article 19 of the *Montreal Convention*. Thus, the statement at Rule 28(C)(2) of who is and is not a United servant or agent is legally correct and consistent with the *Montreal Convention*.

Lukács also argues that Rule 28(C)(2) is problematic because "the question of who servants and agents of United are for the purpose of Article 19 of the *Montreal Convention* is a mixed question of fact and law

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[14] Bryan Garner (ed.), *Black's Law Dictionary, 8th edition* (St. Paul: Thomson West, 2004).

[15] Bryan Garner (ed.), *Black's Law Dictionary, 8th edition* (St. Paul: Thomson West, 2004).

that can be decided only on a case-by-case basis based on the evidence before a decision-maker".[16] This is incorrect. It is legally impossible for any third-party to be a servant or agent of United if they are not under United's direction or control. Thus, while the particular facts of a case will determine who is and is not an agent or servant at law, it is not possible as a matter of law for any of the persons described at Rule 28(C)(2) to be United's agent or servant.

In light of the arguments set out above, United submits that Rule 28(C)(2) does not unduly restrict persons who may qualify as United's "agents" or "servants" and that insofar as it clarifies who is not United's argent or servant, Rule 28(C)(2) is just and reasonable. As such, the use of the terms "servant" and "agent" at Tariff Rule 28(C)(2) does not contravene the *Montreal Convention* or section 111 of the Regulations.

D. Rule 28(C)(2) of the Tariff does not purport to remove liability where delay is caused by third-parties.

Lukács complains that Rule 28(C)(2) purports to limit United's liability in a manner inconsistent with the *Montreal Convention* by automatically absolving United from liability related to a delay caused by third-parties. United submits that Lukács's complaint misinterprets Rule 28(C)(2).

Article 19 of the *Montreal Convention* includes two parts. The first part broadly ascribes liability for damages related to delay; the second part sets out a "reasonable measures" defence. Article 19 reads:

> The carrier is liable for damage occasioned by delay in the carriage by air of passengers, baggage or cargo. Nevertheless, the carrier shall not be liable for damage occasioned by delay if it proves that it and its servants and agents took all measures that could reasonably be required to avoid the damage or that it was impossible for it or them to take such measures.

The liability rule set out at Article 19 of the *Montreal Convention* appears at United's Tariff Rule 28(C)(1) *and* (2). Consequently, paragraphs (1) and (2) to Rule 28(C) must be read together along with the chapeau to Rule 28; to read subparagraph (2) in isolation from paragraph (1) inevitably leads to paragraph (2) being read out of context and in a manner contrary to the *Vienna Convention.* In addition,

[16] Lukács Complaint, dated June 19, 2012 at 6.

the principle that a Tariff Rule should be read within the context of related provisions was recognized by the Agency in *Lukács v. WestJet*.[17]

Paragraphs (1) and (2) to Rule 28(C) read:

> For the purposes of international carriage governed by the Montreal Convention, the liability rules set out in the Montreal Convention are fully incorporated by reference herein and shall supersede and prevail over any provisions of this tariff which may be inconsistent with those rules.
>
> […]
>
> C) The Carrier shall be liable for damage occasioned by delay in the carriage of passengers by air, as provided in the following paragraphs:
>
> 1) The Carrier shall not be liable if it proves that it and its servants and agents took all measures that could reasonably be required to avoid the damage, or that it was impossible for it or them to take such measures.
>
> 2) Airport, air traffic control, security, and other facilities or personnel, whether public or private, not under the control and direction of the Carrier are not servants or agents of the Carrier, and the Carrier is not liable to the extent the delay is caused by these kinds of facilities or personnel.

The chapeau at Rule 28 provides that the rules of liability set out in the *Montreal Convention*, including Article 19, are incorporated into Rule 28. It follows that where two interpretations of the Tariff Rule are possible, the interpretation most consistent with *Montreal Convention* prevails. Rule 28(C) sets out United's liability pursuant to Article 19 of the *Montreal Convention.* It begins with a broad general statement that United is liable for damage occasioned by delay, subject to further statements in subsequent sub-paragraphs. Paragraph (1) to Rule 28(C) incorporates the "reasonable measures" defence whereby a carrier is not liable for damages occasioned by delay if it proves that its agents and servants took all measures reasonably required to avoid the damage. Paragraph (2) to Rule 28(C) goes on to clarify paragraph (1) by setting out who is and is not an agent or servant of United. Thus, paragraph (2) does not establish an isolated exception; rather, it clarifies paragraph (1). It follows that paragraph (2) must be read in a manner that is consistent with paragraph (1) and does not contradict or render any part of paragraph (1) obsolete.

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[17] *Lukács v WestJet*, Decision No. 249-C-A-2012 (June 28, 2012) at paras 34 and 44.

The second part of paragraph (2) reads, "and the Carrier is not liable to the *extent* the delay is caused by these kinds of facilities or personnel" (emphasis added). Given that the second part of paragraph (2) appears in the same sentence as the first part, both parts must be interpreted as a clarification of paragraph (1) rather than as an exception. There are two possible interpretations of this second part of paragraph (2). The first reads this statement in isolation and concludes that by "extent" United means any delay caused by one of the specified third-party personnel or facilities. The problem with this interpretation is that it interprets the phrase outside the whole of the Rule, outside the context in which the phrase appears, and in a manner whereby a clarification is rendered a contradiction. Paragraph (1) states that United is liable for damages related to any delay, subject to the reasonable measures defence. The first part of paragraph (2) clarifies who is not an agent or servant with respect to the reasonable measures defence. However, according to the isolationist interpretation, the second part of paragraph (2) then contradicts, rather than clarifies, paragraph (1) by stating that United is only liable for delay that it causes. Had this been United's intent, it would have stated at the preamble to Rule 28(C) or paragraph (1) that United was only liable for delay caused by United, rather than stating it is broadly liable for damages related to delays. It follows that this first interpretation is contradictory and inconsistent with the rules and principles of interpretation.

The second interpretation interprets the second statement at paragraph (2) as a clarification of paragraph (1), and in manner that considers both Rule 28(C) as a whole and Article 19 of the *Montreal Convention*. Pursuant to this second interpretation, the second part of paragraph (2) states that insofar as United's employees and agents meet the reasonable measures test, United is not liable for any damages resulting from the unreasonable actions by third-parties. Thus, the second interpretation reads Rule 28(C)(1) and (2) to mean that: 1) United is not liable for damages occasioned by delay if it proves that it, its agents and servants took all reasonable measures to prevent damages; 2) certain persons are not the agents and servants of United; and 3) to the *extent* these third-parties cause the delay, United is not liable for the resulting damages provided it meets the reasonable measures defence *because* these third-parties are not servants or agents of United. This interpretation is consistent with a previous Agency decision that recognized that carriers may not be liable for delays caused by third-parties, such as customs officials.[18]

[18] *Lukács v WestJet*, Decision No. 249-C-A-2012 (June 28, 2012) at para 95.

The second interpretation is the preferable of the two. First, it is consistent with the chapeau at Rule 28. Second, it interprets paragraph (2) in accordance with the whole of Rule 28, rather than in isolation. Third, it does not read Rule 28(C) in a manner that contradicts itself. Nonetheless, Lukács encourages the Agency to adopt the first interpretation. Conversely, Lukács's interpretation improperly isolates paragraph (2) to Rule 28, reads it out of context, reads it in a manner inconsistent with the *Vienna Convention*, and renders it incompatible with the remainder of Rule 28(C). Consequently, United submits that the Agency should find that the second interpretation set out above is the correct interpretation of Rule 28(C)(2) and that Rule 28(C)(2) is just, reasonable, and consistent with both the *Montreal Convention* and subsection 111(1) of the *Regulations*.

E. United's adoption of Canadian Superior and Appellate Courts' interpretation of the term "damages" as it is used in the *Montreal Convention* does not violate the *Montreal Convention*

Lukács asks that the Agency overrule Canadian Appellate and Superior Court's interpretation of the term "damages" as it appears in the *Montreal Convention* and find that it was unjust and unreasonable for United to rely on the interpretation of "damages" unanimously adopted by these Courts. United rejects Lukács submission that it is unreasonable for it to rely on the definition of damages established in existing Canadian jurisprudence.

Tariff Rule 28(C)(3) reads:

> Damages occasioned by delay are subject to the terms, limitations and defenses set forth in the Warsaw Convention and the Montreal Convention, whichever may apply. They include foreseeable compensatory damages sustained by a passenger and do not include mental injury damages.

Lukács argues that Rule 28(C)(3) relieves United from liability prescribed by Article 19 the *Montreal Convention* because it excludes "mental injury damages", and as such it is unreasonable and unjust.

Canadian Appellate Courts have consistently held that the *Montreal Convention* excludes damages for mental injury. In *Lukács v. United Airlines Inc.,* the Manitoba Court of Appeal held, "[…] the Canadian and American appellate court jurisprudence (referred to by the trial judge in her reasons) seems to be

clear; general damages for inconvenience or mental anguish are not compensable under the *Montreal Convention* (see *Ehrlich*, as well as *Plourde*)".[19]

In *Plourde c. Service aérien FBO inc. (Skyservice),* the Quebec Court of Appeal carefully reviewed jurisprudence from other jurisdictions, academic commentary, the *Montreal Convention* and the *Warsaw Convention* and ruled that the term "damages", as it appears at Article 17 of the *Montreal Convention,* does not include psychological damages.[20] The Supreme Court of Canada subsequently rejected an application for leave to appeal *Plourde* to Canada's highest Court. In a later case, Quebec's Court of Appeal held that psychological damages arising from delay were not available under the *Montreal Convention.*[21]

In *Gontcharov v. Canjet*, the Ontario Superior Court reviewed jurisprudence from the United Kingdom ("**UK**") and the United States of America ("**US**") and concluded that "Canadian decisions have consistently followed the approach in *Sidhu, supra* and *Tseng, supra* confirming that psychological harm, unless it is connected with bodily injury is not recoverable under the Convention".[22]

In *Thibodeau v. Air Canada,* the Federal Court acknowledged that Canadian jurisprudence rejects liability under the *Montreal Convention* for psychological damages.[23] A similar conclusion was reached by the Nova Scotia Superior Court and Saskatchewan's Court of Queen's Bench.[24] These cases unanimously reject Lukács's position that damages for mental or psychological injury are available under the *Montreal Convention*.

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[19] *Lukács v United Airlines Inc.*, 2009 MBCA 111 at para 11.

[20] *Plourde c Service aérien FBO inc. (Skyservice),* 2007 QCCA 739 at paras 52-54, leave to appeal denied, 2007 CanLII 66761 (SCC) [*Plourde c. Skyservice*].

[21] *Croteau c Air Transat AT inc.,* 2007 QCCA 737 at para 42. Also see *Paradis c. US Airways*, 2012 QCCQ 2938 at para19.

[22] *Gontcharov v Canjet,* 2012 ONSC 2279 at para 65.

[23] *Thibodeau v Air Canada,* 2011 FC 876 at para 74.

[24] *Fares v Air Canada*, 2012 NSSC 71 at paras 21-22; *Walton v Mytravel Canada Holdings Inc*., [2006] SKQB 231 at para 43.

In support of his interpretation of the term "damages" as it appears in the *Montreal Convention*, Lukács cites several decisions from Quebec's Small Claims Court. Any Quebec Small Claims Court interpretation of the *Montreal Convention* that is inconsistent with that of Quebec's Court of Appeal is erroneous and must be rejected. Further, Lukács's submissions conveniently omit to cite the Quebec Small Claims Court's decision in *Paradis c. US Airways*, which follows the Quebec Court of Appeal decisions cited above.[25] Lastly, in the context of recent decisions from higher Courts, the decisions of Quebec's Small Claims Court cited by Lukács do not evidence a newly accepted interpretation of the term "damages" as it appears in the *Montreal Convention.*

Lukács argues that the Quebec Superior Court's decision in *Yalaoui c. Air Algérie* establishes that Canadian law is not settled on the question of psychological damages and as such, United's Tariff is unjust and unreasonable.[26] *Yalaoui* was an application for class action certification; it did not decide the merits of any case. In its reasons, the Court noted that the Quebec Court of Appeal and the European Court of Justice ("**ECJ**") have different interpretations of the meaning of "damages" as it appears in the *Montreal Convention*, but held that it was only appropriate to consider this issue at the merit stage, not the certification stage.[27] Thus, the Court in *Yalaoui* merely recognized that a foreign Court has reached a different interpretation of the *Montreal Convention.* It did not reject the settled Canadian jurisprudence on this matter, nor did it suggest that the matter is not settled in Canada.

Lukács points to the ECJ decision in *Axel Walz c. Clickair SA* to support his submission that United's reliance on Canadian judicial interpretation of "damages" is unjust and unreasonable. *Walz* has no precedential value in Canada. While it may be academically interesting, the Agency is not bound by it. Moreover, Canadian Courts are required to interpret the *Montreal Convention* pursuant to the *Vienna Convention*; not according to decisions made by the ECJ.[28] As discussed above, Article 31 to the *Vienna Convention* provides that an interpretation of a treaty should consider any agreement or practice between the parties. The judgment of a single foreign Court does not reflect any "agreement" or "practice"

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[25] *Paradis c US Airways*, 2012 QCCQ 2938 at para 17-19.

[26] *Yalaoui c Air Algérie*, 2012 QCCS 1393 [Yalaoui].

[27] *Yalaoui* at paras 114-116.

[28] *Plourde c. Skyservice*, *supra* at para 56.

between the parties to the *Montreal Convention*, particularly in light of judicial opinions from Canada, the UK and the US that take an opposing view to that of the ECJ.[29]

United submits that it is well settled in Canada that the term "damages" in the *Montreal Convention* does not include psychological damages. United submits that Lukács's allegation that it is unjust and unreasonable for Rule 28(C)(3) to adopt the well-established interpretation of the term "damages" as it is used in the *Montreal Convention* is without merit. It follows that Rule 28(C)(3)'s exclusion of liability for psychological damages is just, reasonable and consistent with the Act, the Regulations and the *Montreal Convention*.

F. Checked baggage is not in "the charge of carrier" when it is under the custody and control of public authorities for the purposes of inspection

Lukács alleges that each of the two sentences in Tariff Rule 28(D)(4) are contrary to the *Montreal Convention*. This section addresses his allegation that the first sentence contravenes *Montreal Convention* Article 17(2).

Montreal Convention Article 17(2) reads:

> The carrier is liable for damage sustained in case of destruction or loss of, or of damage to, checked baggage upon condition only that the event which caused the destruction, loss or damage took place on board the aircraft or *during any period within which the checked baggage was in the charge of the carrier*. However, the carrier is not liable if and to the extent that the damage resulted from the inherent defect, quality or vice of the baggage. In the case of unchecked baggage, including personal items, the carrier is liable if the damage resulted from its fault or that of its servants or agents. [Emphasis added]

The first sentence of Rule 28(D)(4) reads, "[t]he Carrier is not liable for destruction, loss, damage, or delay of baggage not in the charge of the Carrier, including baggage undergoing security inspections or measures not under the control and direction of the Carrier". Thus, the issue raised by Lukács's complaint is whether the term "in the charge of the carrier" includes intervening periods where baggage is removed from United's custody and control and placed under the custody and control of public authorities or their designates.

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[29] See *Gontcharov v Canjet*, 2012 ONSC 2279 at paras 63-65.

United submits that checked baggage is "in the charge of the carrier" from the moment the carrier accepts the baggage until the moment it returns the baggage to the possession of the associated passenger, save for any intervening period where the baggage is under the lawful custody and control of a public authority or their designate. The view that "in the charge of the carrier" extends from the period where baggage is accepted by the carrier until the carrier returns the baggage to the possession of the passenger is consistent with previous Agency decisions.[30] Pursuant to this interpretation, and the wording of Rule 28(D)(4), United's responsibility for baggage includes where checked baggage is under the custody and control of not only United employees and agents, but also any third-party relied upon by United in the process of returning checked baggage to the possession of the associated passenger. Thus, baggage remains "in the charge of the carrier" when airport employees transport it through an airport facility or when it is stored by a third-party. Given that the passenger has contracted with United to transport checked luggage, and United has contracted with third-parties that assist in its delivery obligations, it is perfectly reasonable for United to be liable for damages caused by such third-parties who are caring for the baggage at United's request.

Conversely, United does not choose to deliver checked baggage to the custody and control of public authorities; rather, it is required to do so by law. Unlike other third-parties in the system that transports checked baggage, there is no commercial relationship between United and the public authorities that inspect baggage and enforce customs laws and other statutes. While United has some control over how certain third-parties handle checked baggage, United has no control over how public authorities treat checked baggage. Furthermore, it would be unreasonable to interpret the *Montreal Convention* to hold carriers liable for a public authority's legitimate exercise of authority, such as seizing prohibited goods from checked baggage. Given that carriers have no control over the actions of public authorities, it is reasonable to interpret the phrase "in the charge of the carrier" as excluding the period of time during which checked baggage is under the exclusive custody and control of public authorities.

In light of the above arguments, United submits that "in the charge of the carrier" does not include periods where public authorities take custody and control of checked baggage for purposes of security

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[30] *Pedneault v Kelowna Flightcraft Air Charter Ltd.*, Decision No. 371-C-A-2005 at paras 21-24.

inspection, customs and law enforcement. Consequently, United submits further that with respect to the term "in the charge of the carrier", Rule 28(D)(4) is just, reasonable and consistent with both the *Montreal Convention* and the Regulations.

G. In the case of successive carriers and damage to baggage or cargo, the first carrier, the last carrier or the carrier who damaged the baggage or cargo are liable, while other intermediary carriers are not liable

Lukács's second complaint is with respect to second sentence of Tariff Rule 28(D)(4), which reads, "When transportation is via UA and one or more carriers that exclude certain items in checked baggage from their liability, UA will not be liable for the excluded items." Lukács complains that this sentence is inconsistent with the *Montreal Convention.* This section addresses Lukács's submissions that the section sentence of Rule 28(D)(4) is contrary to Articles 17(2) and 36(3) of the *Montreal Convention*.

Montreal Convention Article 17(2) provides that a carrier is liable for damage sustained to baggage while on board an aircraft or while checked baggage is in the charge of the carrier, unless the damage results from an inherent defect, quality or vice of the baggage. Furthermore, as discussed above, Article 19 of the *Montreal Convention* provides that a carrier is liable for damages occasioned by the delay in the carriage of passengers, baggage and cargo. Lastly, Article 36(3) sets out liability between carriers and passengers, cargo and baggage where carriage is performed by various successive carriers. It reads:

> As regards baggage or cargo, 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 which 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.

Thus, in the case of damage to baggage carried by successive carriers, only three carriers could face liability: the first carrier, the last carrier, and the carrier that performed carriage when the baggage was lost or damaged.

Contrary to Lukács's submissions, Tariff Rule 28(D)(4)'s statement on successive carriage is not inconsistent with the *Montreal Convention* articles discussed above and does not purport to relive United from liability prescribed in the *Montreal Convention*. Tariff Rule 28(D)(4) provides that in the case of successive carriage, United is not liable for damage to baggage when 1) baggage is carried "*via*" United,

and 2) other carriers otherwise liable for damage to the baggage have excluded certain baggage items from their liability. The term "via" means, "by way of", "through", "using", "through the medium or agency of", or "by a route that touches or passes through".[31] United submits that the phrase "when transportation is via UA", in the context of the paragraph and the remainder of Rule 28(D), refers to circumstances when United is an intermediary successive carrier, i.e. not the first or last carrier. In addition, the exclusion of liability only pertains to circumstances where another carrier would be liable for damage to baggage, but for that carrier's exclusion of liability relating to the damaged items. Thus, the Rule refers to circumstances of successive carriage where another carrier, i.e. not United, should be liable for damage under the *Montreal Convention*, but the passenger seeks damages from United merely because it was a successive carrier. It follows that the Rule simply states that in the case of successive carriage, United is not liable for damage to baggage solely because another carrier that should be liable for damage to baggage excluded the item from liability and United happened to be an intermediary carrier. Contrary to Lukács's submissions, it does not purport to relieve United of liability in circumstances where it would be liable pursuant to the *Montreal Convention*, i.e. where it does damage to baggage or where damage is done to baggage and it is the first or last carrier.

In light of the arguments set out above, United submits that Rule 28(D)(4) is just, reasonable and consistent with Articles 17(2) and 36(3) of the *Montreal Convention* and the Regulations.

H. United is not required to refer to Article 19 of the *Montreal Convention* at both Rule 28(C)(1) and Rule 28(D)(4)

Lukács submits that Tariff Rule 28(D)(4) is null and void because it does not refer to the reasonable measures defence set out in Article 19 of the *Montreal Convention*.

As set out above, the Tariff must be read as a whole. Rule 28(C)(1) and Rule 28(D)(4) read:

---

[31] See definitions of "via" at: www.dictionary.reference.com; www.dictionary.cambridge.com; www.merriam-webster.com

> For the purposes of international carriage governed by the *Montreal Convention*, the liability rules set out in the *Montreal Convention* are fully incorporated by reference herein and shall supersede and prevail over any provisions of this tariff which may be inconsistent with those rules.
>
> […]
>
> C) The Carrier shall be liable for damage occasioned by delay in the carriage of passengers by air, as provided in the following paragraphs:
>
> 1) The Carrier shall not be liable if it proves that it and its servants and agents took all measures that could reasonably be required to avoid the damage, or that it was impossible for it or them to take such measures.
>
> […]
>
> D) The Carrier is liable for damages sustained in the case of destruction or loss of, damage to, or delay of checked and unchecked baggage, as provided in the following paragraphs:
>
> […]
>
> 4) The Carrier is not liable for destruction, loss, damage, or delay of baggage not in the charge of the Carrier, including baggage undergoing security inspections or measures not under the control and direction of the Carrier. When transportation is via UA and one or more carriers that exclude certain items in checked baggage from their liability, UA will not be liable for the excluded items.
>
> 5) The Carrier reserves all defenses and limitations available under the Warsaw Convention and the Montreal Convention, whichever may apply to such claims including, but not limited to, the defense of Article 20 of the Warsaw Convention and Article 19 of the Montreal Convention, and the exoneration defense of Article 21 of the Warsaw Convention and Article 20 of the Montreal Convention, except that the Carrier shall not invoke Article 22(2) and (3) of the Warsaw Convention in a manner inconsistent with paragraph (1) hereof. The limits of liability shall not apply in cases described in Article 25 of the Warsaw Convention or Article 22 (5) of the Montreal Convention, whichever may apply.

Rule 28 must be read as a whole. Section (C) of Rule 28 sets out United's liability in the case of delay. This section of Rule 28 incorporates the reasonable measures defence set out at Article 19 to the *Montreal Convention*. The Article 19 reasonable measures defence is also referred to at Rule 28(D)(5). It follows that is is not necessary to again refer to the Article 19 reasonable measures defence at Rule 28(D)(4), and the fact that United does not replicate a reference to Article 19 of the *Montreal Convention* at Rule

28(D)(4) does not render section (D) null and void. Rule 28(D)(4) does not purport to alter the reasonable measures defence. Moreover, there is no obligation to repeatedly make passengers aware of this defence, particularly within a single rule. It appears as though Lukács is of the view that reference must be made to Article 19 of the *Montreal Convention* in each paragraph that refers to liability relating to delayed baggage. United submits that this expectation is unreasonable. It would only result in lengthier tariffs with redundant phrases.

In light of the arguments set out above, United submits that Rule 28(D)(4) is just, reasonable and consistent with both Article19 of the *Montreal Convention* and the Regulations.

III. It is reasonable for United to require that it examine damaged baggage

Lukács complains that a statement on United's "Damaged items" webpage is misleading about United's liability for baggage.

The Statement reads:

> Damaged items should be reported to and viewed by the airport Baggage Service Office immediately after the arrival of your flight, but must be viewed by and reported in writing to United Airlines no later than four hours after flight arrival for flights within or between the United States, Guam, Puerto Rico and the U.S. Virgin Islands, and no later than seven days after arrival for all other international flights.[32]

Lukács takes the view that this statement requires passengers to return to an airport to process a damaged bag claim. He then argues that while United is entitled to proof that baggage was damaged before it settles a claim, it is unfair to require such individuals to physically attend an airport to prove damage to their baggage. In addition, he takes the view that while the *Montreal Convention* requires passengers to complain to carriers about damaged baggage within seven days, it does not require a passenger to prove damage within seven days, and that this requirement must therefore be *ultra vires*. Lukács concludes that in light of these factors, United's webpage is "misleading about United's liability for baggage".

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[32] United Air Lines Ltd, "Damaged Items", available at: http://www.united.com/web/en-US/content/travel/baggage/damaged.aspx.

Article 31(2) to the *Montreal Convention* requires that any complaint about damaged baggage be made "forthwith after the discovery of the damage" and "no later than seven days from the date of receipt". It does not provide any rights, substantive or procedural, with respect to proving a claim. Tariff Rule s 28(D)(5) and 28(E) incorporates Article 31(2).

United understands that Lukács does not allege that Tariff Rules 28(D)(5) or 28(E) are contrary to the *Montreal Convention*. Rather, Lukács takes the view that since neither the Tariff nor the *Montreal Convention* prescribe the details for proving damage to baggage, United is prohibited from requiring that passengers provide physical evidence of damage by the damaged claim limitation period set out in the *Montreal Convention.* The *Montreal Convention* does not prohibit United from requiring proof of a claim by this date simply because the *Montreal Convention* does not address proof. An inherent part of making a substantiated claim for damage is providing evidence of actual damage. It follows that providing evidence of damaging is an essential part of making a claim. Moreover, presenting evidence of damage is an administrative element of the claim and it does not regulate the relationship between a carrier and a passenger. As such, there is no need for it to be included in the Tariff.

Lukács also alleges that it is unreasonable for United to require that passengers provide damaged baggage to United for inspection. Lukács particularly objects to what he alleges is a requirement that passengers attend an airport to prove damage. First, United submits that it is perfectly reasonable for it to physically examine an item that it is alleged to have damaged before settling a claim. Second, United notes that its website does not require that individuals present themselves to United at an airport. Rather, it simply requires that the baggage be "viewed" by United's Baggage Service Office. Nonetheless, even if the website specifically required that passengers bring damaged baggage to an airport, this is not unreasonable.

In conclusion, United submits that its "Damaged Items" webpage is not misleading, does not contravene either the *Montreal Convention* or section 18(b) of the Regulations.

IV. Conclusion

United submits that its Tariff is consistent with the Act, the Regulations and the *Montreal Convention* and that Lukács's complaint is without merit. First, United submits that Tariff Rule 28(C)(2) does not alter or narrow the meaning of the terms "servants" and "agents" at Article 19 of the *Montreal Convention.* Second, it submits that Tariff Rule 28(C)(2) does not contravene the *Montreal Convention* by inappropriately relieving United of liability where delay is caused by third-parties. Third, United submits that its adoption of Canadian Superior and Appellate Courts' interpretation of the term "damages" as it is used in the *Montreal Convention* does not contravene the *Montreal Convention.* Fourth, United submits that checked baggage is not in "the charge of carrier" for the purposes of *Montreal Convention* Articles 17(2) and 19 when it is under the custody and control of public authorities for the purposes of inspection or law enforcement. Fifth, United submits that Tariff Rule 28(D)(4) is consistent with *Montreal Convention* Articles 17(2), 19 and 36(3). Sixth, United submits that Tariff Rule 28(D)(4) need not explicitly incorporate or refer to *Montreal Convention* Article 19. Lastly, United submits that it is reasonable for it to require a physical examination of allegedly damaged baggage prior to satisfying a damage claim and that the requirement that passengers make such claims and present the damaged baggage within the seven day limitation period set out at Article 31(2) of the *Montreal Convention* for making claims is not inconsistent with the Convention. Consequently, United's Tariff is just, reasonable and consistent with both the *Montreal Convention* and the Regulations.

In light of these submissions, United requests that the Agency declare that United's Tariff is consistent with the *Montreal Convention,* the Regulations and the Act and that the Agency dismiss Lukács's complaint.

Yours truly,

Benjamin P. Bedard

Appendices

Bryan Garner (ed.), *Black's Law Dictionary, 8th edition,* "agent" and "servant"	Appendix 1
Definitions of "via" at: www.dictionary.reference.com; www.dictionary.cambridge.com; www.merriam-webster.com	Appendix 2
United Air Lines Ltd, "Damaged Items" (webpage)	Appendix 3

Appendix 1

Black's Law Dictionary®

Eighth Edition

Bryan A. Garner
Editor in Chief

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Mat #40235008—deluxe

federal agency. A department or other instrumentality of the executive branch of the federal government, including a government corporation and the Government Printing Office. • The Administrative Procedure Act defines the term *agency* negatively as being any U.S. governmental authority that does not include Congress, the courts, the government of the District of Columbia, the government of any territory or possession, courts-martial, or military authority. 5 USCA § 551. The caselaw on this definition focuses on authority: generally, an entity is an agency if it has authority to take binding action. Other federal statutes define agency to include any executive department, government corporation, government-controlled corporation, or other establishment in the executive branch, or federal regulatory board. [Cases: Administrative Law and Procedure ⇦101; United States ⇦30. C.J.S. *Public Administrative Law and Procedure* § 8; *United States* § 49.]

independent agency. A federal agency, commission, or board that is not under the direction of the executive, such as the Federal Trade Commission or the National Labor Relations Board. — Also termed *independent regulatory agency*; *independent regulatory commission*. [Cases: United States ⇦29. C.J.S. *United States* §§ 52, 57.]

local agency. A political subdivision of a state. • Local agencies include counties, cities, school districts, etc.

quasi-governmental agency. A government-sponsored enterprise or corporation (sometimes called a *government-controlled corporation*), such as the Federal National Mortgage Corporation. [Cases: United States ⇦53. C.J.S. *United States* §§ 83, 88–95.]

state agency. An executive or regulatory body of a state. • State agencies include state offices, departments, divisions, bureaus, boards, and commissions. — Also termed *state body*.

agency adjudication. See ADMINISTRATIVE PROCEEDING.

agency adoption. See ADOPTION.

Agency for Healthcare Research and Quality. An agency in the U.S. Department of Health and Human Services responsible for conducting research into improving the quality of healthcare, reducing its cost, and broadening access to essential healthcare services.

Agency for International Development. See UNITED STATES AGENCY FOR INTERNATIONAL DEVELOPMENT.

Agency for Toxic Substances and Disease Registry. An agency in the U.S. Department of Health and Human Services responsible for evaluating the impact on public health of the release of hazardous substances into the environment, for maintaining a registry of contaminated waste sites, and for conducting research on the effects of hazardous substances on human health. — Abbr. ATSDR.

agency jurisdiction. See JURISDICTION.

agency records. Under the Freedom of Information Act, documents that are created or obtained by a government agency, and that are in the agency's control at the time the information request is made. 5 USCA § 552; *United States Dep't of Justice v. Tax Analysts*, 492 U.S. 136, 109 S.Ct. 2841 (1989). [Cases: Records ⇦54. C.J.S. *Records* §§ 99–100, 103–104.]

agency regulation. See REGULATION (3).

agency security. See *government security* under SECURITY.

agency shop. See SHOP.

agency-shop membership. See FINANCIAL-CORE MEMBERSHIP.

agenda. A list of things to be done, as items to be considered at a meeting, usu. arranged in order of consideration. — Also termed *calendar*; *calendar of business*; *order of business*. Cf. PROGRAM (1).

action agenda. See *action calendar* under CALENDAR (4).

consent agenda. See *consent calendar* under CALENDAR (4).

debate agenda. See *debate calendar* under CALENDAR (4).

final agenda. An agenda that a deliberative assembly has adopted, or that has been adopted for a deliberative assembly by an officer or board charged with setting such an agenda.

proposed agenda. An agenda offered, usu. with the notice calling the meeting that the agenda covers, for a deliberative assembly's consideration. — Also termed *tentative agenda*.

report agenda. See *report calendar* under CALENDAR (4).

special-order agenda. See *special-order calendar* under CALENDAR (4).

tentative agenda. See *proposed agenda*.

unanimous-consent agenda. See *consent calendar* under CALENDAR (4).

agens (**ay**-jenz). [Latin] **1.** One who acts or does an act; an agent. Cf. PATIENS. **2.** A plaintiff.

agent. 1. Something that produces an effect <an intervening agent>. See CAUSE (1); ELECTRONIC AGENT. **2.** One who is authorized to act for or in place of another; a representative <a professional athlete's agent>. — Also termed *commissionaire*. Cf. PRINCIPAL (1); EMPLOYEE. [Cases: Principal and Agent ⇦1, 3. C.J.S. *Agency* §§ 2, 4–9, 11–16, 18, 23, 25–27, 33, 38–40, 58.]

> "Generally speaking, anyone can be an agent who is *in fact* capable of performing the functions involved. The agent normally binds not himself but his principal by the contracts he makes; it is therefore not essential that he be legally capable to contract (although his duties and liabilities to his principal might be affected by his status). Thus an infant or a lunatic may be an agent, though doubtless the court would disregard either's attempt to act as if he were so young or so hopelessly devoid of reason as to be completely incapable of grasping the function he was attempting to perform." Floyd R. Mechem, *Outlines of the Law of Agency* 8–9 (Philip Mechem ed., 4th ed. 1952).

> "The etymology of the word agent or agency tells us much. The words are derived from the Latin verb, *ago*, *agere*; the noun *agens*, *agentis*. The word agent denotes one who acts, a doer, force or power that accomplishes things." Harold Gill Reuschlein & William A. Gregory, *The Law of Agency and Partnership* § 1, at 2–3 (2d ed. 1990).

required to be a serjeant-at-law until the Judicature Act of 1873. The rank was gradually superseded by that of Queen's Counsel. — Often shortened to *serjeant*. — Also termed *serjeant at the law*; *serjeant of the law*; *serjeant of the coif*; *serviens narrator*.

premier serjeant. The serjeant given the primary right of preaudience by royal letters patent. — Also termed *prime serjeant*. See PREAUDIENCE.

Serjeants' Inn. *Hist.* A building on Chancery Lane, London, that housed the Order of Serjeants-at-Law. • The building was sold and demolished in 1877.

serjeanty (**sahr**-jən-tee). *Hist.* A feudal lay tenure requiring some form of personal service to the king. • The required service was not necessarily military. Many household officers of the Crown, even those as humble as bakers and cooks, held lands in serjeanty. — Also spelled *sergeanty*. — Also termed *sergeantry*.

grand serjeanty. *Hist.* Serjeanty requiring the tenant to perform a service relating to the country's defense. • The required service could be as great as fielding an army or as small as providing a fully equipped knight. Sometimes the service was ceremonial or honorary, such as carrying the king's banner or serving as an officer at the coronation.

petit serjeanty (**pet**-ee). *Hist.* Serjeanty requiring only a minor service of small value, usu. with military symbolism. • Examples include presenting an arrow or an unstrung bow to the king.

serment (**sər**-mənt). *Hist.* An oath.

serological test (seer-ə-**loj**-ə-kəl). A blood examination to detect the presence of antibodies and antigens, as well as other characteristics, esp. as indicators of disease. • Many states require serological tests to determine the presence of venereal disease in a couple applying for a marriage license. See BLOOD TEST.

serpentine vote. See VOTE (4).

serva aliena. See SERVUS.

servage (**sər**-vij). *Hist.* A feudal service that a serf was required to perform for the lord or else pay the equivalent value in kind or money.

servant. A person who is employed by another to do work under the control and direction of the employer. • A servant, such as a full-time employee, provides personal services that are integral to an employer's business, so a servant must submit to the employer's control of the servant's time and behavior. See EMPLOYEE. Cf. MASTER (1). [Cases: Master and Servant ⇦1. C.J.S. *Apprentices* §§ 2, 11; *Employer–Employee Relationship* §§ 2–3, 6–12.]

> "A servant, strictly speaking, is a person who, by contract or operation of law, is for a limited period subject to the authority or control of another person in a particular trade, business or occupation .... The word *servant*, in our legal *nomenclature*, has a broad significance, and embraces all persons of whatever rank or position who are in the employ, and subject to the direction or control of another in any department of labor or business. Indeed it may, in most cases, be said to be synonymous with employee." H.G. Wood, *A Treatise on the Law of Master and Servant* § 1, at 2 (2d ed. 1886).

fellow servant. See FELLOW SERVANT.

indentured servant. *Hist.* A servant who contracted to work without wages for a fixed period in exchange for some benefit, such as learning a trade or cancellation of a debt or paid passage to another country, and the promise of freedom when the contract period expired. • Indentured servitude could be voluntary or involuntary. A contract usu. lasted from four to ten years, but the servant could terminate the contract sooner by paying for the unexpired time. Convicts transported to the colonies were often required to serve as indentured servants as part of their sentences.

serve, *vb.* **1.** To make legal delivery of (a notice or process) <a copy of the pleading was served on all interested parties>. **2.** To present (a person) with a notice or process as required by law <the defendant was served with process>. [Cases: Federal Civil Procedure ⇦411; Process ⇦48. C.J.S. *Process* §§ 26, 33, 49.]

service, *n.* **1.** The formal delivery of a writ, summons, or other legal process <after three attempts, service still had not been accomplished>. — Also termed *service of process*. [Cases: Federal Civil Procedure ⇦411–518; Process ⇦48–150. C.J.S. *Process* §§ 26–91.] **2.** The formal delivery of some other legal notice, such as a pleading <be sure that a certificate of service is attached to the motion>. [Cases: Federal Civil Procedure ⇦665.]

actual service. See PERSONAL SERVICE (1).

constructive service. **1.** See *substituted service*. **2.** Service accomplished by a method or circumstance that does not give actual notice.

personal service. See PERSONAL SERVICE (1).

service by publication. The service of process on an absent or nonresident defendant by publishing a notice in a newspaper or other public medium. [Cases: Federal Civil Procedure ⇦414; Process ⇦84–111. C.J.S. *Process* §§ 58–73, 76.]

sewer service. The fraudulent service of process on a debtor by a creditor seeking to obtain a default judgment.

substituted service. Any method of service allowed by law in place of personal service, such as service by mail. — Also termed *constructive service*. [Cases: Federal Civil Procedure ⇦414; Process ⇦69–83. C.J.S. *Process* §§ 50–57, 73–75.]

3. The act of doing something useful for a person or company for a fee <your services were no longer required>.

personal service. See PERSONAL SERVICE (2).

4. A person or company whose business is to do useful things for others <a linen service>.

civil service. See CIVIL SERVICE.

salvage service. See SALVAGE SERVICE.

5. An intangible commodity in the form of human effort, such as labor, skill, or advice <contract for services>. [Cases: Contracts ⇦190. C.J.S. *Contracts* § 341.]

service, *vb.* To provide service for; specif., to make interest payments on (a debt) <service the deficit>.

Appendix 2

Did you know: Does each toe have its own name? The big toe sure does, right here.

via [vahy-*uh*, vee-*uh*] Example Sentences Origin

vi·a [**vahy**-*uh*, **vee**-*uh*] Show IPA

preposition

1. by a route that touches or passes through; by way of: *to fly to Japan via the North Pole.*
2. by the agency or instrumentality of: *a solution via an inquiry.*

Relevant Questions

What Is Via? What Does Via Mean?
What does VIA Stand for? How To Send Video Clips Via Em...

noun

3. *Architecture*. a space between two mutules.

Origin:
1770–80; < Latin *viā*, ablative of *via* way

Example Sentences

Moreover, you can share files easily **via** an in-app e-mail client.
It can also spread across local networks **via** shared folders and print spoolers.
It also taught me that pancakes are more delicious when lifted **via** helicopter.

EXPAND

World English Dictionary

Collins

via ('vaɪə)

— ***prep***
by way of; by means of; through: *to London via Paris*

[C18: from Latin *viā*, from *via* way]

Word Dynamo Rating For Via

People who can define **Via** may know **8,054** words.
How many words do you know?

Matching Quote

*"Illness enters **via** the mouth, and ills come out of it."*

-unknown author

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via
via blest
via dolorosa
via duct

Synonyms

through
along
over
with
per
by
MORE

Word Origin & History

Etymonline

via
1779, from L. via "by way of," ablative form of via "way, road, channel, course," of uncertain origin; not definitely connected with vehere "to carry convey."

');

Abbreviations & Acronyms

American Heritage

VIA
Vaccine Information and Awareness

;

via

Save Popularity

8 ENTRIES FOUND

via (preposition)
via dolorosa (noun)
Via Lactea (noun)

via *prep* \ˈvī-ə, ˈvē-ə\

Definition of VIA

Like

1 : by way of

2 : through the medium or agency of; *also*: by means of

See via defined for English-language learners »
See via defined for kids »

Examples of VIA

She flew to Los Angeles *via* Chicago.

I'll let her know *via* one of our friends.

He did some research *via* computer.

We went home *via* a shortcut.

Origin of VIA

Latin, abl. of *via* way — more at WAY

First Known Use: 1779

Related to VIA

Synonyms: through, by

[+]more

Rhymes with VIA

Gaea, kea, rhea, rya

Learn More About VIA

Thesaurus: All synonyms and antonyms for "via"
Spanish-English Dictionary: Translation of "via"

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- Next Word in the Dictionary: viable
- Previous Word in the Dictionary: VI
- All Words Near: via

via

US /ˈvaɪ·ə/, /ˈvi·ə/ *prep*

Definition

❷ by way of, or by use of:
I sent the application papers via fax.

Our dictionaries

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- Business English
- Learner's Dictionary
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- Essential American English
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- Español-inglés
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Browse the Dictionary

- veterinarian*n*
- veto*n*
- veto*v*
- vex*v*
- vexed*adj*
- via*prep*
- viable*adj*
- viaduct*n*
- vial*n*
- vibes*pl n*
- vibrant*adj*

Word of the Day

frontbench
(one of the two rows of seats in the British parliament used by) leading members of the government...

Blog

Read our blog about how the English language behaves.

New Words

Find words and meanings that have just started to be used in English, and let us know what you think of them.

Appendix 3

Damaged items

Damaged items should be reported to and viewed by the airport Baggage Service Office immediately after the arrival of your flight, but must be viewed by and reported in writing to United Airlines no later than four hours after flight arrival for flights within or between the United States, Guam, Puerto Rico and the U.S. Virgin Islands, and no later than seven days after arrival for all other international flights. For information regarding damaged items, contact the airport Baggage Service Office where the damage was reported.

In the course of normal handling, your baggage may show evidence of use. United is never liable for destruction, loss or damage that results from an inherent defect, quality or vice of the baggage. For domestic* travel, United is not liable for conditions that result from normal wear and tear such as:

- Minor cuts, scratches, scuffs, dents and soil
- Damage to wheels, feet, extending handles and items of fragile or perishable nature
- Damage as a result of over-packed bags
- Loss of external locks, pull straps or security straps
- Manufacturer's defects

* Domestic travel includes travel within or between the United States, Guam, Puerto Rico and the U.S. Virgin Islands.

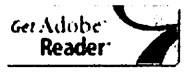
Missing items

Missing items from baggage should be reported to the airport Baggage Service Office immediately after the arrival of your flight, but must be reported to United Airlines in writing no later than four hours after discovery. Missing items may be reported to the United Airlines Baggage Resolution Service Center at its 24-hour, seven-day-a-week, toll-free number: 1-800-335-BAGS (1-800-335-2247). If the toll-free number is not available in your area, please call 1-281-821-3526.

Claim form for checked baggage that is missing items

For your convenience, the claim form is available for download in Adobe PDF format in English (161 KB), French (136 KB), Spanish (114 KB) and Portuguese (83 KB).

Documents may require the Adobe Acrobat reader, available for free from Adobe for Windows, Macintosh, UNIX and other platforms.



Articles lost or damaged at security checkpoints

United is not liable for property that has been lost or damaged due to security screening requirements.

The Transportation Security Administration (TSA) assumes responsibility for security at airports. TSA is responsible for reviewing all claims relating to the screening of passengers and their baggage and, with limited exceptions, will determine whether claims should be paid and in what amount. In order to protect your rights, you must file a written claim with TSA and you should call the TSA Consumer Hotline at 1-866-289-9673 for assistance.