CARRIAGE BY AIR

1953 No. 1474

The Carriage by Air (Colonies, Protectorates and Trust Territories) Order, 1953

Made - - - -	*4th October*, 1953
Laid before Parliament	*6th October*, 1953
Coming into Operation	*1st January*, 1954

At the Court at Balmoral, the 4th day of October, 1953

Present,

The Queen's Most Excellent Majesty in Council

Whereas a Convention signed at Warsaw on the 12th day of October, 1929, is in force as regards the territories mentioned in the Second Schedule to this Order:

And Whereas it is expedient to extend the provisions of Sections 1 and 2 of the Carriage by Air Act, 1932(**a**) subject to certain adaptations and modifications to such territories:

Now, therefore, Her Majesty, by virtue of and in exercise of the powers in this behalf by the Carriage by Air Act, 1932, or otherwise in Her Majesty vested, is pleased, by and with the advice of Her Privy Council, to order, and it is hereby ordered, as follows:—

Citation and commencement

1.—(1) This Order may be cited as the Carriage by Air (Colonies, Protectorates and Trust Territories) Order, 1953.

(2) This Order shall come into operation on the first day of January, 1954.

Interpretation

2.—(1) In this Order, unless the context otherwise requires:—

"Colony" means any one of the colonies, protectorates or other territories mentioned in the Second Schedule hereto;

"The Act" means the Carriage by Air Act, 1932;

"The Convention" means the Convention for the unification of certain rules relating to international carriage by air which was signed on behalf of His late Majesty King George the Fifth at Warsaw on the 12th day of October, 1929, the provisions of which are set out in the first annex to the First Schedule hereto.

(2) The Interpretation Act, 1889(**b**), shall apply for the purposes of the interpretation of this Order as it applies for the purposes of the interpretation of an Act of Parliament and as if this Order were an Act of Parliament.

Application of sections 1 and 2 of the Act

3. The provisions of Sections 1 and 2 of the Act subject to the adaptations and modifications as set forth in the First Schedule hereto shall be and hereby are extended to the territories mentioned in the Second Schedule hereto.

(a) 22 & 23 Geo. 5. c. 36. (b) 52 & 53 Vict. c. 63.

Revocation

4. The following Orders are hereby revoked but without prejudice to anything lawfully done thereunder—

The Carriage by Air (Colonies, Protectorates and Mandated Territories) Order, 1934(**a**);

The Carriage by Air (Colonies Protectorates and Mandated Territories) (Date of coming into Force of Convention) Order, 1935(**b**);

The Carriage by Air (Aden) Order, 1938(**c**);

The Carriage by Air (Aden Protectorate) (Date of Coming into Force of Convention) Order, 1938(**d**); and

The Carriage by Air (Basutoland, Bechuanaland Protectorate and Swaziland) Order, 1952(**e**).

W. G. Agnew.

FIRST SCHEDULE

Section 1.—(1) The provisions of the Convention as set out in the First Annex to this Schedule shall, so far as they relate to the rights and liabilities of carriers, passengers, consignors, consignees and other persons and subject to the provisions of this section, have the force of law in the Colony in relation to any carriage by air to which the Convention applies, irrespective of the nationality of the aircraft performing that carriage.

(2) Her Majesty may by Order in Council from time to time certify who are the High Contracting Parties to the Convention, in respect of what territories they are respectively parties and to what extent they have availed themselves of the provisions of the Additional Protocol to the Convention, and any such Order shall, except in so far as it has been superseded by a subsequent Order, be conclusive evidence of the matters so certified.

(3) Any reference in the said First Annex to the territory of any High Contracting Party to the Convention shall be construed as a reference to the territories subject to his sovereignty, suzerainty, mandate or authority, in respect of which he is a party.

(4) Any liability imposed by Article 17 of the said First Annex on a carrier in respect of the death of a passenger shall be in substitution for any liability of the carrier in respect of the death of that passenger either under any enactment or at common law and the provisions set out in the Second Annex to this Schedule shall have effect with respect to the persons by and for whose benefit the liability so imposed is enforceable and with respect to the manner in which it may be enforced.

(5) Any sum in francs mentioned in Article 22 of the said First Annex shall, for the purposes of any action against a carrier, be converted into sterling, or its equivalent in the local currency, at the rate of exchange prevailing on the date on which the amount of any damages to be paid by the carrier is ascertained by the court.

Section 2.—Every High Contracting Party to the Convention who has not availed himself of the provisions of the additional Protocol thereto shall, for the purposes of any action brought in a court in the Colony in accordance with the provisions of Article 28 of the said First Annex to enforce a claim in respect of carriage undertaken by him, be deemed to have submitted to the jurisdiction of that Court, and accordingly rules of court may provide for the manner in which any action is to be commenced and carried on; but nothing in this section shall authorise the issue of execution against the property of any High Contracting Party.

(a) S.R. & O. 1934/915; Rev. I, p. 1230; 1934, p. 131.
(b) S.R. & O. 1935/150; Rev. I p 1216; 1935, p. 124.
(c) S.R. & O. 1938/778; Rev. I p. 1243; 1938 I, p. 50.
(d) S.R. & O. 1938/1359; Rev. I, p. 1217; 1938 I, p. 51.
(e) S.I. 1952/2036; 1952 I, p. 524.

FIRST ANNEX

CONVENTION FOR THE UNIFICATION OF CERTAIN RULES RELATING TO INTERNATIONAL CARRIAGE BY AIR

CHAPTER I

SCOPE.—DEFINITIONS

Article 1

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

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

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

Article 2

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

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

CHAPTER II

DOCUMENTS OF CARRIAGE

SECTION 1.—PASSENGER TICKET

Article 3

(1) For the carriage of passengers the carrier must deliver a passenger ticket which shall contain the following particulars:—

(*a*) the place and date of issue;

(*b*) the place of departure and of destination;

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

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

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

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

Section 2.—Luggage Ticket

Article 4

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

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

(3) The luggage ticket shall contain the following particulars:—

(*a*) the place and date of issue;

(*b*) the place of departure and of destination;

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

(*d*) the number of the passenger ticket;

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

(*f*) the number and weight of the packages;

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

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

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

Section 3.—Air Consignment Note

Article 5

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

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

Article 6

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

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

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

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

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

Article 7

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

Article 8

The air consignment note shall contain the following particulars:—

(*a*) the place and date of its execution ;

(*b*) the place of departure and of destination ;

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

(*d*) the name and address of the consignor ;

(*e*) the name and address of the first carrier ;

(*f*) the name and address of the consignee, if the case so requires ;

(*g*) the nature of the goods ;

(*h*) the number of the packages, the method of packing and the particular marks or numbers upon them ;

(*i*) the weight, the quantity and the volume or dimensions of the goods ;

(*j*) the apparent condition of the goods and of the packing ;

(*k*) the freight, if it has been agreed upon, the date and place of payment, and the person who is to pay it ;

(*l*) if the goods are sent for payment on delivery, the price of the goods, and, if the case so requires, the amount of the expenses incurred ;

(*m*) the amount of the value declared in accordance with Article 22 (2) ;

(*n*) the number of parts of the air consignment note ;

(*o*) the documents handed to the carrier to accompany the air consignment note ;

(*p*) the time fixed for the completion of the carriage and a brief note of the route to be followed, if these matters have been agreed upon ;

(*q*) a statement that the carriage is subject to the rules relating to liability established by this Convention.

Article 9

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

Article 10

(1) The consignor is responsible for the correctness of the particulars and statements relating to the goods which he inserts in the air consignment note.

(2) The consignor will be liable for all damage suffered by the carrier or any other person by reason of the irregularity, incorrectness or incompleteness of the said particulars and statements.

Article 11

(1) The air consignment note is *prima facie* evidence of the conclusion of the contract, of the receipt of the goods and of the conditions of carriage.

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

Article 12

(1) Subject to his liability to carry out all his obligations under the contract of carriage, the consignor has the right to dispose of the goods by withdrawing them at the aerodrome of departure or destination, or by stopping them in the course of the journey on any landing, or by calling for them to be delivered at the place of destination or in the course of the journey to a person other than the consignee named in the air consignment note, or by requiring them to be returned to the aerodrome of departure. He must not exercise this right of disposition in such a way as to prejudice the carrier or other consignors and he must repay any expenses occasioned by the exercise of this right.

(2) If it is impossible to carry out the orders of the consignor the carrier must so inform him forthwith.

(3) If the carrier obeys the orders of the consignor for the disposition of the goods without requiring the production of the part of the air consignment note delivered to the latter, he will be liable, without prejudice to his right of recovery from the consignor, for any damage which may be caused thereby to any person who is lawfully in possession of that part of the air consignment note.

(4) The right conferred on the consignor ceases at the moment when that of the consignee begins in accordance with Article 13. Nevertheless, if the consignee declines to accept the consignment note or the goods, or if he cannot be communicated with, the consignor resumes his right of disposition.

Article 13

(1) Except in the circumstances set out in the preceding Article, the consignee is entitled, on arrival of the goods at the place of destination, to require the carrier to hand over to him the air consignment note and to deliver the goods to him, on payment of the charges due and on complying with the conditions of carriage set out in the air consignment note.

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

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

Article 14

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

Article 15

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

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

Article 16

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

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

CHAPTER III

LIABILITY OF THE CARRIER

Article 17

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

Article 18

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

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

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

Article 19

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

Article 20

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

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

Article 21

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

Article 22

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

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

(3) As regards objects of which the passenger takes charge himself the liability of the carrier is limited to 5,000 francs per passenger.

(4) The sums mentioned above shall be deemed to refer to the French franc consisting of 65½ milligrams gold of millesimal fineness 900. These sums may be converted into any national currency in round figures.

Article 23

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

Article 24

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

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

Article 25

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

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

Article 26

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

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

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

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

Article 27

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

Article 28

(1) An action for damages must be brought, at the option of the plaintiff, in the territory of one of the High Contracting Parties, either before the Court having jurisdiction where the carrier is ordinarily resident, or has his principal place of business, or has an establishment by which the contract has been made or before the Court having jurisdiction at the place of destination.

(2) Questions of procedure shall be governed by the law of the Court seised of the case.

Article 29

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

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

Article 30

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

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

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

CHAPTER IV

Provisions relating to Combined Carriage

Article 31

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

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

CHAPTER V

General and Final Provisions

Article 32

Any clause contained in the contract and all special agreements entered into before the damage occurred by which the parties purport to infringe the rules laid down by this Convention, whether by deciding the law to be applied, or by altering the rules as to jurisdiction, shall be null and void. Nevertheless for the carriage of goods arbitration clauses are allowed, subject to this Convention, if the arbitration is to take place within one of the jurisdictions referred to in the first paragraph of Article 28.

Article 33

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

Article 34

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

Article 35

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

Article 36

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

Article 37

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

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

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

Article 38

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

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

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

Article 39

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

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

Article 40

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

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

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

Article 41

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

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

[*Here follow the signatures on behalf of the following countries:*—Germany, Austria, Belgium, Brazil, Denmark, Spain, France, Great Britain and Northern Ireland, the Commonwealth of Australia, the Union of South Africa, Greece, Italy, Japan, Latvia, Luxembourg, Norway, the Netherlands, Poland, Roumania, Switzerland, Czecho-Slovakia, the Union of Soviet Socialist Republics, and Yugoslavia.]

ADDITIONAL PROTOCOL

(*With reference to Article* 2)

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

[*This additional Protocol was signed on behalf of the same countries as those above mentioned.*]

SECOND ANNEX

PROVISIONS AS TO LIABILITY OF CARRIER IN THE EVENT OF THE DEATH OF A PASSENGER

1. The liability shall be enforceable for the benefit of such of the members of the passenger's family as sustained damage by reason of his death.

In this paragraph the expression "member of a family" means wife or husband, parent, step-parent, grandparent, brother, sister, half-brother, half-sister, child, step-child, grandchild.

Provided that, in deducing any such relationship as aforesaid, any illegitimate person and any adopted person shall be treated as being, or as having been, the legitimate child of his mother and reputed father or, as the case may be, of his adopters.

2. An action to enforce the liability may be brought by the personal representative of the passenger or by any person for whose benefit the liability is under the last preceding paragraph enforceable, but only one action shall be brought in the Colony in respect of the death of any one passenger, and every such action by whomsoever brought shall be for the benefit of all such persons so entitled as aforesaid as either are domiciled in the Colony or, not being domiciled there, express a desire to take the benefit of the action.

3. Subject to the provisions of the next succeeding paragraph, the amount recovered in any such action, after deducting any costs not recovered from the defendant, shall be divided between the persons entitled in such proportions as the Court (or, where the action is tried with a jury, the jury) direct.

4. The Court before which any such action is brought may at any stage of the proceedings make any such order as appears to the Court to be just and equitable in view of the provisions of the First Annex to this Schedule limiting the liability of a carrier and of any proceedings which have been, or are likely to be, commenced outside the Colony in respect of the death of the passenger in question.

SECOND SCHEDULE

Aden (Colony and Protectorate).

Bahamas.
Barbados.
Basutoland.
Bechuanaland Protectorate.
Bermuda.
British Guiana.
British Honduras.
British Solomon Islands Protectorate.

Cyprus.

Falkland Islands and Dependencies.
Fiji.

Gambia (Colony and Protectorate).
Gibraltar.
Gilbert and Ellice Islands Colony.
Gold Coast—

(*a*) Colony.
(*b*) Ashanti.
(*c*) Northern Territories.
(*d*) Togoland under United Kingdom trusteeship.

Hong Kong.

Jamaica (including Turks and Caicos Islands and the Cayman Islands).

Kenya (Colony and Protectorate).

Leeward Islands—

Antigua.
Montserrat.
St. Christopher, Nevis and Anguilla.
Virgin Islands.

Malta.
Mauritius.

Nigeria—

(*a*) Colony.
(*b*) Protectorate.
(*c*) Cameroons under United Kingdom trusteeship.

North Borneo.
Northern Rhodesia.
Nyasaland Protectorate.

St. Helena and Ascension.
Sarawak.
Settlements of Penang and Malacca.
Seychelles.
Sierra Leone (Colony and Protectorate).
Singapore.
Somaliland Protectorate.
Swaziland.

Tanganyika.
Trinidad and Tobago.

Uganda Protectorate.

Windward Islands—

Dominica.
Grenada.
St. Lucia.
St. Vincent.

Zanzibar Protectorate.

EXPLANATORY NOTE

(This Note is not part of the Order, but is intended to indicate its general purport.)

This Order is made under the Carriage by Air Act, 1932, the provisions of which give effect to the Warsaw Convention. The Order extends certain rules of the Convention relating to international carriage by air to the territories mentioned in the Second Schedule to the Order. It replaces consolidates and revokes the Carriage by Air (Colonies, Protectorates and Mandated Territories) Order, 1934, and certain other related Orders made under the Act.

1953 No. 1206

The Carriage by Air (Non-international Carriage) (Colonies, Protectorates and Trust Territories) Order, 1953

Made - - - -	1*st August*, 1953
Laid before Parliament	4*th August*, 1953
Coming into Operation	1*st October*, 1953

At the Court at Buckingham Palace, the 1st day of August, 1953

Present,

The Queen's Most Excellent Majesty in Council

Whereas it is expedient that the provisions of the First Schedule to the Carriage by Air Act, 1932(**a**), and the provisions of subsections (4) and (5) of section one of the Act, shall extend with certain exceptions, adaptations and modifications to the territories mentioned in the Fourth Schedule to this Order in respect of carriage by air, not being international carriage by air as defined in the said First Schedule:

Now, therefore, Her Majesty, in pursuance of the powers conferred upon Her by the said Act, is pleased, by and with the advice of Her Privy Council, to order, and it is hereby ordered, as follows:—

Short title and commencement

1.—(1) This Order may be cited as the Carriage by Air (Non-international Carriage) (Colonies, Protectorates and Trust Territories) Order, 1953.

(2) This Order shall come into force on the first day of October, 1953.

Interpretation

2.—(1) In this Order, unless the context otherwise requires—

"Governor of a territory" means the officer for the time being administering the Government of that territory;

"The Act" means the Carriage by Air Act, 1932;

(a) 22 & 23 Geo. 5. c. 36.