vested, is pleased, by and with the advice of Her Privy Council, to order, and it is hereby ordered, as follows:—

1.—(1) In this Order "the principal Order" means the Carriage by Air (Colonies, Protectorates and Mandated Territories) Order, 1934, as amended by the Carriage by Air (Aden) Order, 1938(**a**), and the Dominica Order in Council, 1939(**b**).

(2) This Order may be cited as the Carriage by Air (Basutoland, Bechuanaland Protectorate and Swaziland) Order, 1952.

(3) The Interpretation Act, 1889(**c**), shall apply for the interpretation of this Order as it applies for the interpretation of an Act of Parliament.

2. The second schedule to the principal Order is hereby amended by the insertion immediately after the word "Barbados" of the words "Basutoland" and "Bechuanaland Protectorate" and by the insertion immediately before the words "Tanganyika Territory" of the word "Swaziland".

3. In the application of the principal Order to Basutoland, Bechuanaland Protectorate and Swaziland, sub-section (1) of section 1 of the first schedule to the principal Order shall be read as if for the words "As from such day as His Majesty may by Order in Council certify to be the day on which the Convention comes into force as regards the Colony, the provisions thereof" there were substituted the words "On and after the 30th day of November, 1952, the provisions of the Convention".

4. This Order shall come into operation on the 30th day of November, 1952.

F. J. Fernau.

EXPLANATORY NOTE

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

The purpose of this Order is to add Basutoland, Bechuanaland Protectorate and Swaziland to the territories to which sections 1 and 2 of the Carriage by Air Act, 1932, are extended by the principal Order.

1952 No. 2103

The Carriage by Air (Non-international Carriage) (Channel Islands) Order, 1952

Made - - - - -	*4th December*, 1952
Laid before Parliament	*5th December*, 1952
Coming into Operation	*1st February*, 1953

At the Court at Buckingham Palace, the 4th day of December, 1952

Present

The Queen's Most Excellent Majesty in Council

Whereas a Convention for the unification of certain rules relating to international carriage by air was on the twelfth day of October, nineteen hundred and twenty-nine, signed at Warsaw on behalf of His late Majesty:

(a) S.R. & O. 1938/778; Rev. I, p. 1243; 1938 I, p. 50.
(b) S.R. & O. 1939/1896; Rev. XXIV, p. 231; 1939 I, p. 658. (c) 52 & 53 Vict. c. 63.

And Whereas provision is made by the Carriage by Air Act, 1932(a), for giving effect to the provisions of the said Convention as set out in the First Schedule to the said Act:

And Whereas by subsection (4) of section one of the said Act it is provided that any liability imposed by Article seventeen of the said First Schedule 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 statute or at common law, and the provisions set out in the Second Schedule to the said Act 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:

And Whereas by subsection (5) of section one of the said Act it is provided that any sum in francs mentioned in Article twenty-two of the said First Schedule shall, for the purposes of any action against a carrier, be converted into sterling 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:

And Whereas by section four of the said Act it is provided that Her Majesty may by Order in Council apply the provisions of the First Schedule to the said Act and any provision of section one of the said Act to such carriage by air, not being international carriage by air as defined in the said First Schedule, as may be specified in the Order, subject however to such exceptions, adaptations and modifications, if any, as may be so specified, and that any such Order may extend to the Channel Islands, being territories mentioned in section three of the said Act:

And Whereas by subsection (1) of section five of the said Act it is provided that an Order in Council made under either of the two last preceding sections may contain such consequential provisions as Her Majesty in Council thinks fit:

And Whereas it is expedient to apply the provisions of the First Schedule to the said Act and the provisions of subsections (4) and (5) of section one of the said Act to 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:—

1. Subject to the provisions of Article 3 of this Order the provisions of the First Schedule to the said Act shall apply to all carriage by air, not being international carriage by air as defined in the said First Schedule, subject to the exceptions, adaptations and modifications specified in the First Schedule to this Order, the said provisions, as so adapted and modified, being set out in the Third Schedule to this Order.

2. The provisions of subsections (4) and (5) of section one of the said Act shall apply to the carriage by air specified in Article 1 of this Order subject to the reference in the said subsection (4) to Article seventeen of the First Schedule to the said Act being construed as a reference to Article seventeen of the said Schedule as applied by this Order and subject to the reference in that subsection to the Second Schedule to the said Act being construed as a reference to that Schedule with the exceptions, adaptations

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

and modifications therein which are specified in the Second Schedule to this Order, the provisions of the said Schedule, as so adapted and modified, being set out in the Fourth Schedule to this Order.

3. The Minister of Civil Aviation may by writing direct that the provisions of this Order shall not apply to any carriage by air, or to any class of carriage by air, and any such direction may be expressed to be, and if so expressed shall take effect, subject to any conditions or limitations which in the circumstances of the case appear to the Minister to be required.

4.—(1) This Order may be cited as the Carriage by Air (Non-international Carriage) (Channel Islands) Order, 1952, and shall come into operation on the first day of February, 1953.

(2) This Order shall extend to the Channel Islands only.

F. J. Fernau.

SCHEDULES

Article 1.

FIRST SCHEDULE

Exceptions, Adaptations and Modifications in First Schedule to the Carriage by Air Act, 1932

In the First Schedule to the said Act the heading " Convention for the unification of certain rules relating to international carriage by air " and the word " Definitions " forming part of the heading of Chapter I shall be omitted and the following provisions shall have effect with respect to the Articles and Additional Protocol thereinafter contained:—

1. In Article 1:—

In paragraph (1) for the word " Convention " there shall be substituted the word " Schedule ", for the words " persons, luggage or goods " there shall be substituted the words " passengers, luggage or cargo ", and the word " international " shall be omitted:

Paragraphs (2) and (3) shall not apply.

2. In Article 2:—

Paragraph (1) shall not apply:

For paragraph (2) there shall be substituted the following paragraph:—

" (2) This Schedule does not apply to the carriage of postal packets performed under the terms of any international postal convention nor to the carriage of postal packets as defined in the Post Office Acts, 1908 to 1940.".

3. Articles 3 and 4 shall not apply.

4. In Article 5:—

In paragraph (1) the words " a document called ", the inverted commas before and after the words " air consignment note " and the words from, and including, " every consignor " to the end of the paragraph shall be omitted:

In paragraph (2) the word " irregularity " and the words " subject to the provisions of Article 9 " shall be omitted and for the words " rules of this Convention " there shall be substituted the words " provisions of this Schedule ".

5. Articles 6, 8 and 9 shall not apply.

6. In paragraph (1) of Article 10 after the words " the air consignment note " there shall be inserted the words " if any ":

In paragraph (2) the word " irregularity " shall be omitted.

7. In Article 11:—

In paragraph (1) after the words "The air consignment note" there shall be inserted the words "if any":

In paragraph (2) for the word "The" where that word first occurs there shall be substituted the word "Any", for the word "the" where that word next occurs there shall be substituted the word "an", the words "as well as those" shall be omitted, before the immediately following word "relating" there shall be inserted the word "or", and for the word "those" immediately preceding the words "relating to the quantity" there shall be substituted the words "any such statements".

8. In Article 12:—

In paragraph (1) for the word "journey" in both places where that word occurs there shall be substituted the word "carriage", before the word "consignee" there shall be inserted the word "original" and the words "named in the air consignment note" shall be omitted:

In paragraph (2) for the word "impossible" there shall be substituted the words "not reasonably practicable":

Paragraph (3) shall not apply:

In paragraph (4) before the words "consignment note" there shall be inserted the word "air" and after those words there shall be inserted the words "if any".

9. In paragraph (1) of Article 13 the words "to hand over to him the air consignment note and" shall be omitted, before the word "carriage" there shall be inserted the words "the contract of" and the words "set out in the air consignment note" shall be omitted.

10. In Article 15:—

In paragraph (1) for the word "or" where that word first occurs there shall be substituted the word "and":

In paragraph (2) for the words "express provision in the air consignment note" there shall be substituted the words "special contract in writing between the parties".

11. In paragraph (1) of Article 16 the words "attach to the air consignment note such" shall be omitted and before the word "agents" there shall be inserted the words "servants or":

12. In paragraph (1) of Article 18 the word "registered" shall be omitted.

13. In Article 19 the following words and figures shall be inserted at the end of the Article:—

"to the extent of the amount of any such damage which may be proved to have been sustained by reason of such delay or of an amount representing double the sum paid for the carriage, whichever amount may be the smaller:

Provided that—

(i) The carrier may by special contract in writing expressly exclude, increase or decrease the limit of his liability as above provided: and

(ii) Nothing in this Article shall be deemed to affect any rule of law relating to remoteness of damage".

14. In Article 20:—

In paragraph (1) before the word "agents" there shall be inserted the words "servants or", for the word "necessary" there shall be substituted the word "reasonable" and for the word "impossible" there shall be substituted the words "not reasonably possible":

Paragraph (2) shall not apply.

15. In Article 22:—

In paragraph (1) the words "Subject to the provisions of paragraph (4) of this Article," shall be inserted at the commencement of the paragraph, for the words "for each" there shall be substituted the words "in respect of injury

to (including injury resulting in the death of) any", for the words "Where, in accordance with the law of the Court seised of the case, damages may be" there shall be substituted the words "In a case where damages are", and the last sentence of the paragraph shall be omitted:

In paragraph (2) the words "Subject to the provisions of paragraph (4) of this Article," shall be inserted at the commencement of the paragraph, the word "registered" shall be omitted, after the word "luggage" there shall be inserted the words "of which the carrier takes charge", after the words "the liability of the carrier" there shall be inserted the words "in respect of destruction, loss or damage" and the words from, and including, "unless the consignor" to the end of the paragraph shall be omitted:

In paragraph (3) the words "Subject to the provisions of paragraph (4) of this Article," shall be inserted at the commencement of the paragraph and after the words "the liability of the carrier" there shall be inserted the words "in respect of destruction, loss or damage".

After paragraph (3) there shall be inserted the following paragraph:—

"(4) With respect to the carriage referred to in paragraphs (1), (2) and (3) of this Article the carrier and the passenger or the carrier and the consignor, as the case may be, may by special contract in writing agree to a limit of liability higher than that specified in those paragraphs".

Paragraph (4) shall be renumbered "(5)".

16. In Article 23 after the word "provision" where that word first occurs there shall be inserted the words "in a contract of carriage", for the word "Convention" where that word first occurs there shall be substituted the word "Schedule", after the word "Schedule" so substituted there shall be inserted the words "otherwise than in accordance with the provisions of this Schedule" and for the word "Convention" where that word last occurs there shall be substituted the word "Schedule".

17. In paragraph (1) of Article 24 for the word "Convention" there shall be substituted the word "Schedule":

In paragraph (2) for the words "the questions" there shall be substituted the words "any question" and for the world "suit" there shall be substituted the words "such an action".

18. In Article 25:—

In paragraph (1) for the word "Convention" there shall be substituted the word "Schedule" and the words from, and including "or by such default" to the end of the paragraph shall be omitted:

In paragraph (2) before the word "agent" there shall be inserted the words "servant or" and there shall be added at the end of the paragraph the words "unless the carrier proves that the wilful misconduct of his servant or agent took place without his actual fault or privity".

19. In Article 26:—

In paragraph (1) for the word "document" there shall be substituted the word "contract":

In paragraph (3) the words "in writing upon the document of carriage or" and the word "separate" shall be omitted.

20. In Article 27 for the word "Convention" there shall be substituted the word "Schedule".

21. Article 28 shall not apply.

22. In Article 30:—

In paragraph (1) the words "and falling within the definition set out in the third paragraph of Article 1" shall be omitted and for the words "is subjected to the rules set out in this Convention" there shall be substituted the words "shall be bound by the provisions of this Schedule":

23. In Article 31 for the word "Convention" wherever that word occurs there shall be substituted the word "Schedule", the words "provided that the carriage by air falls within the terms of Article 1" in paragraph (1) shall be omitted, and in paragraph (2) for the words "inserting in the document of air carriage" there shall be substituted the words "agreeing to special".

24. In Article 32 for the word "clause" there shall be substituted the word "provision", for the word "Convention" in both places where that word occurs there shall be substituted the word "Schedule" and the word "whether", the words "or by altering the rules as to jurisdiction" and the words from, and including, "if the arbitration is to take place" to the end of the Article shall be omitted.

25. In Article 33 for the word "Convention" in both places where that word occurs there shall be substituted the word "Schedule" and for the word "regulations" there shall be substituted the word "stipulations".

26. Articles 34, 35, 36, 37, 38, 39, 40 and 41 and the Additional Protocol shall not apply.

27. For the word "goods" wherever it occurs there shall be substituted the word "cargo", and for each word in the plural referring to goods there shall be substituted the singular form of the same word.

Article 2.

SECOND SCHEDULE

Exceptions, Adaptations and Modifications in Second Schedule to the Carriage by Air Act, 1932

With respect to the Second Schedule to the said Act the following provisions shall have effect:—

1. In the proviso to paragraph 1 the words "and any adopted person" shall be omitted and for the words "or as the case may be" there shall be substituted the words "and in the Island of Jersey any adopted person shall be treated as being, or having been, the legitimate child".

2. In paragraph 2 the words "in the United Kingdom" where those words first occur and the words from, and including, "as either are" to the end of the paragraph shall be omitted.

3. In paragraph 4 for the word "this" there shall be substituted the words "the said", after the word "Act" there shall be inserted the words "as applied by this Order", and the words from, and including, "and of any proceedings" to the end of the paragraph shall be omitted.

Article 1.

THIRD SCHEDULE

CHAPTER I

SCOPE

Article 1

(1) This Schedule applies to all carriage of passengers, luggage or cargo performed by aircraft for reward. It applies equally to gratuitous carriage by aircraft performed by an air transport undertaking.

Article 2

(2) This Schedule does not apply to the carriage of postal packets performed under the terms of any international postal convention nor to the carriage of postal packets as defined in the Post Office Acts, 1908 to 1940.

CHAPTER II

DOCUMENTS OF CARRIAGE

SECTION 3.—AIR CONSIGNMENT NOTE

Article 5

(1) Every carrier of cargo has the right to require the consignor to make out and hand over to him an air consignment note.

(2) The absence, or loss of this document does not affect the existence or the validity of the contract of carriage which shall be none the less governed by the provisions of this Schedule.

Article 7

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

Article 10

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

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

Article 11

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

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

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 cargo by withdrawing it at the aerodrome of departure or destination, or by stopping it in the course of the carriage on any landing, or by calling for it to be delivered at the place of destination or in the course of the carriage to a person other than the original consignee or by requiring it 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 not reasonably practicable to carry out the orders of the consignor the carrier must so inform him forthwith.

(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 air consignment note, if any, or the cargo, 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 cargo at the place of destination, to require the carrier to deliver the cargo to him, on payment of the charges due and on complying with the conditions of the contract of carriage.

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

(3) If the carrier admits the loss of the cargo, or if the cargo has not arrived at the expiration of seven days after the date on which it 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 and 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 special contract in writing between the parties.

Article 16

(1) The consignor must furnish such information and documents as are necessary to meet the formalities of customs, octroi or police, before the cargo 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 servants or 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 luggage or any cargo, 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 cargo are in charge of the carrier, whether in an aerodrome or on board an aircraft, or, in the case of a landing outside an aerodrome, in any place whatsoever.

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

Article 19

The carrier is liable for damage occasioned by delay in the carriage by air of passengers, luggage or cargo to the extent of the amount of any such damage which may be proved to have been sustained by reason of such delay or of an amount representing double the sum paid for the carriage, whichever amount may be the smaller:

Provided that—

(i) The carrier may by special contract in writing expressly exclude, increase or decrease the limit of his liability as above provided; and

(ii) Nothing in this Article shall be deemed to affect any rule of law relating to remoteness of damage.

Article 20

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

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) Subject to the provisions of paragraph (4) of this Article, in the carriage of passengers the liability of the carrier in respect of injury to (including injury resulting in the death of) any passenger is limited to the sum of 125,000 francs. In a case where damages are awarded in the form of periodical payments, the equivalent capital value of the said payments shall not exceed 125,000 francs.

(2) Subject to the provisions of paragraph (4) of this Article, in the carriage of luggage of which the carrier takes charge and of cargo the liability of the carrier in respect of destruction, loss or damage is limited to a sum of 250 francs per kilogram.

(3) Subject to the provisions of paragraph (4) of this Article, as regards objects of which the passenger takes charge himself the liability of the carrier in respect of destruction, loss or damage is limited to 5,000 francs per passenger.

(4) With respect to the carriage referred to in paragraphs (1), (2) and (3) of this Article the carrier and the passenger or the carrier and the consignor, as the case may be, may by special contract in writing agree to a limit of liability higher than that specified in those paragraphs.

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

Article 23

Any provision in a contract of carriage tending to relieve the carrier of liability or to fix a lower limit than that which is laid down in this Schedule otherwise than in accordance with the provisions of this Schedule 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 Schedule.

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 Schedule.

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

Article 25

(1) The carrier shall not be entitled to avail himself of the provisions of this Schedule which exclude or limit his liability, if the damage is caused by his 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 servant or agent of the carrier acting within the scope of his employment unless the carrier proves that the wilful misconduct of his servant or agent took place without his actual fault or privity.

Article 26

(1) Receipt by the person entitled to delivery of luggage or cargo without complaint is *prima facie* evidence that the same has been delivered in good condition and in accordance with the contract 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 cargo. In the case of delay the complaint must be made at the latest within fourteen days from the date on which the luggage or cargo has been placed at his disposal.

(3) Every complaint must be made by 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 Schedule against those legally representing his estate.

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, each carrier who accepts passengers, luggage or cargo shall be bound by the provisions of this Schedule, 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 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 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 Schedule apply only to the carriage by air.

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

Chapter V

General and Final Provisions

Article 32

Any provision 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 Schedule by deciding the law to be applied shall be null and void. Nevertheless for the carriage of cargo arbitration clauses are allowed, subject to this Schedule.

Article 33

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

Article 2.

FOURTH SCHEDULE

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 shall be treated as being, or as having been, the legitimate child of his mother and reputed father and in the Island of Jersey any adopted person shall be treated as being, or having been, the legitimate child 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 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.

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 Schedule to the said Act as applied by this Order limiting the liability of a carrier.

EXPLANATORY NOTE

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

1. Sections 1 and 2 of the Carriage by Air Act, 1932, gave effect in the United Kingdom to the Convention signed at Warsaw on 12th October, 1929, for the unification of certain rules relating to international carriage by air and these sections have been extended to the Channel Islands.

2. These rules include provision for the carrier to be liable for damage sustained in the event of death or injury of a passenger, loss of, or damage to, goods, or of delay, unless he can prove that he and his agents have taken all necessary measures to avoid the damage, or that it was impossible to take such measures. The liability of the carrier is limited, and there is a time limit for the bringing of an action.

3. " International carriage " is defined as 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.

4. Section 4 of the Act provides that the rules, and any provision of section 1 of the Act, may be applied by Order in Council to carriage by air which is not international carriage as defined in the Convention, subject to such exceptions, adaptations and modifications (if any) as are specified in the Order and that any such Order may extend to the Channel Islands.

5. This Order applies, in relation to the Channel Islands, the rules, and subsections (4) and (5) of section 1 of the Act, with certain adaptations and modifications, to all carriage by air not previously subject to the Act. The Minister of Civil Aviation may, however, exempt any carriage by air or any class of carriage by air from the provisions of the Order.