

(other than a carrier who proves that the baggage was not in his charge at the time of the destruction, loss or injury) are jointly and severally subject to that liability.

30.—(1.) For the purposes of an action under this Part, evidence proving receipt of registered baggage, without complaint, by the person entitled to delivery is evidence that the baggage has been delivered in good condition and in accordance with the contract of carriage.

Complaint
to be made in
respect of
baggage.

(2.) An action does not lie against a carrier under this Part in respect of baggage, except in case of fraud on the part of the carrier, unless the passenger, or a person acting on his behalf, has complained by writing delivered to the carrier or served on the carrier by post or in such other manner as is prescribed—

- (a) in the case of injury to registered baggage or of loss or destruction of part only of an item of registered baggage—within the period of three days after the date of receipt by or on behalf of the passenger of the baggage, or of the remainder of that item of baggage, as the case may be;
- (b) in the case of loss or destruction of the whole of an item of registered baggage—within the period of twenty-one days from the date on which the baggage should have been placed at the disposal of the passenger; or
- (c) in the case of injury to, or loss or destruction of, baggage other than registered baggage—within the period of three days from the date on which the carriage of the passenger ended.

(3.) A court having jurisdiction in actions under this Part in respect of baggage may, by order, grant leave to a person to institute or continue an action in that court in relation to baggage notwithstanding that there has been a failure to complain in accordance with the last preceding sub-section within the time fixed by that sub-section, where the court is satisfied that it is just and equitable to do so by reason of special circumstances.

(4.) Sub-section (2.) of this section does not apply in relation to an action in respect of which leave has been granted under the last preceding sub-section.

31.—(1.) Subject to the regulations relating to passenger tickets, the liability of the carrier under this Part in respect of each passenger, by reason of his injury or death, is limited to the sum of Seven thousand five hundred pounds or such higher sum as is specified in the contract of carriage.

Limitation of
liability.

(2.) Subject to the regulations relating to baggage checks, the liability of the carrier under this Part in respect of the