

In the case of death or disability of the aircraft commander, the command of the aircraft to the place of landing shall be exercised as a matter of law in the order set by such list.

Article 159. The aircraft commander shall be responsible for the execution of the mission. Within the limits defined by the regulations and by the instructions of the competent authorities and the operator, he shall choose the itinerary, the flight altitude and determine the distribution of the cargo of the aircraft.

He may postpone or cancel the departure and, during the flight, if necessary, change the destination whenever he considers it necessary for safety, and provided that he renders an account thereof, giving the reasons for his decision.

Article 160. The aircraft commander shall have authority over all persons aboard. He shall have the right to remove from the aircraft any person among the crew or the passengers or all [or] part of the cargo that may present a danger for the safety, the welfare or good order aboard the aircraft. If he considers it necessary, he may, during the flight, discharge all or part of the cargo of merchandise or fuel, provided he renders an account thereof to the operator. If any choice is possible, he must jettison goods of low value.

He shall be in command of the aircraft for the whole duration of the flight.

Article 161. The aircraft commander shall be consignee of the aircraft and shall be responsible for the cargo. In the case of difficulties in the execution of his task, he must request instructions from the operator. If it is impossible for him to receive precise instructions, he shall have the right without special orders:

- a) to incur expenses necessary for the accomplishment of the mission undertaken;
- b) to have repairs made that are necessary to permit the aircraft to continue its mission within a reasonable time;
- c) to take all measures and incur all expenses to assure the safety of the persons aboard and the safekeeping of the cargo;
- d) to hire additional personnel for the completion of the mission and to discharge them;
- e) to borrow any amount necessary to permit the performance of the measures mentioned in the preceding paragraphs.

Settlement of any dispute shall, if necessary, be made by the court of commerce.

Chapter III—Work Contracts

Article 162. The hiring of a member of the professional flight personnel shall, in every case, give rise to a written work contract.

Such contract shall specify in particular;

- 1) the guaranteed monthly minimum salary;
- 2) the severance payment which will be allowed, except in the case of gross negligence, to the licensed personnel without pension rights for immediate enjoyment. Such payment shall be calculated for sections A, B and C on the basis of a guarantee of one month's salary per year of service in the organization, and for section D, on the basis of one-half month per year of service, and the operator shall not be held to exceed a total of twelve months for sections A, B and C, and six months for section D;