

to, property, the amount of the liability shall be distributed rateably;

(b) if there are claims both in respect of loss of life or personal injury and in respect of loss of, or damage to, property, one-half of the total limit of liability appropriate to the aircraft concerned shall be appropriated, so far as necessary, to meeting claims for loss of life or personal injury and shall be distributed rateably among them, and the other half shall be distributed rateably among all the claims, including claims in respect of loss of life or personal injury if and so far as they exceed the aforesaid appropriation.

(5) Where an application is made to the Court under the last foregoing subsection, the Court may stay any proceedings pending in any other Court in relation to the same matter, and may give such directions as the Court thinks proper for the joining of persons interested as parties to the proceedings, for the exclusion of claims which are not brought before the Court within a certain time, and for requiring security from the person by whom the application to the Court was made.

(6) Nothing in this section or section 23 shall affect the operation of any contract for the carriage of passengers or goods by air in so far as the contract provides for determining or limiting the liability of the carrier thereunder.

26. (1) Subject to the provisions of this section, a person shall not fly, or cause or permit any other person to fly, an aircraft, unless there is in force in relation to the flying of the aircraft by that person or that other person, as the case may be,—

(a) a policy of insurance issued by an authorised insurer which, subject to any restrictions or conditions specified therein, insures the owner of the aircraft against all liability which he may incur in respect of loss or damage caused to persons or property on land or water by, or by any person in, or any article or person falling from, the aircraft while in flight taking off or landing, or

(b) a security given by an authorised giver of securities, being a security which consists of an undertaking by the giver of the security to make good, subject to any restrictions or conditions specified therein, any failure by the owner of the aircraft to discharge any such liability as aforesaid;

and a person or, as the case may be, his estate shall not be entitled to the benefit of the last foregoing section in relation to any claim made in respect of such loss or damage as aforesaid, unless it is proved that such a policy or security as aforesaid was in force in relation to the flying of the aircraft concerned at the time of the happening of the event which was the cause of the loss or damage