

ter of Public Works may order any flying aircraft to land. They are empowered, without effecting any prior formalities, to carry out inspection and examination of both the aircraft and its contents and to forbid its flying contrary to the provisions of this Law and the decrees and decisions promulgated thereunder. They shall have in that case the powers of judicial officers.

The above-mentioned representatives may seize the aircraft or any document, person or goods on the aircraft pending the execution of the measures decided upon by the Authorities concerned and the completion of the legal formalities.

CHAPTER IV—AIR TRANSPORT

SUB-CHAPTER 1—TRANSPORT OF FREIGHT

Article 64.—Agreement for transport of freight by air is fulfilled by a bill of lading or receipt specifically mentioning that transport is effected by aircraft.

Article 65.—Before the departure and on the arrival of the aircraft, the pilot must submit to the Customs besides the log-book the following documents:

- 1) The manifest and declaration prescribed by article 54 if the aircraft is carrying goods.
- 2) A list of goods carried.

Article 66.—The carrier will be held responsible for the loss or damage of the goods in transport except in the case of force majeure or an original defect in the goods.

Nevertheless, unless the value of the goods is declared the carrier's responsibility shall be limited to the sum of £Leb. 25 per kilogramme.

Article 67.—The carrier may exonerate himself by an explicit clause from responsibility respecting the goods under the preceding article resulting from air hazards or errors committed by the crew. Nevertheless such a clause shall not relieve the carrier of responsibility unless the aircraft is in a condition fit for navigation on its departure and its crew in possession of regular licences. In that case alone, the licences in question shall be considered evidence of non-culpability and make it incumbent on the prejudiced party to prove the contrary.

Article 68.—Any clause intended to exonerate the carrier from responsibility respecting an act done by himself or by any of his staff in connection with the loading, preservation and delivery of the goods shall be null and void. Likewise any clause intended to free the carrier from responsibility for his personal errors shall be null and not binding.

Article 69.—The pilot of an aircraft may order while en route the jettison of loaded goods if the jettison is indispensable for the safety of the aircraft. He must jettison the cheaper goods first when possible. He shall incur no responsibility towards the sender and the consignee for the loss of such goods. Responsibility for damage to the terrain shall remain unaffected.

Article 70.—With due regard to the preceding provisions the regulations of Commercial law shall apply to air transport.

SUB-CHAPTER 2—TRANSPORT OF PASSENGERS

Article 71.—The booking ticket delivered to the passenger is considered as a contract for his transport.