

*Article 250.* When damages are caused simultaneously to persons and property, a third of the amount of the compensation shall be applied to recovery for damages to the property, and the remaining two-thirds to recovery for damages caused to persons.

*Section IV—Damages to Third Persons on the Ground in Case of Midair Collision*

*Article 251.* In the case of damages caused to third persons on the ground by a collision of two or more aircraft, the operators thereof shall be jointly liable to the victims up to an amount equal to the total for which all aircraft involved in the collision are liable for accidents, under the terms of the preceding Section.

*Article 252.* If the collision was caused by negligence of one of the aircraft, the operator of the blameless aircraft shall be entitled to recover from the operator of the other one the amount of compensation he had to pay to the victims on the basis of joint liability.

If there is contributory negligence, the operator of the aircraft who, under his joint liability, has paid a greater amount than that which he owes, shall be entitled to recover the excess from the operator of the other aircraft.

*Article 253.* If the collision was caused by accident or *force majeure*, each operator of the aircraft shall be liable within the limits and under the conditions specified; the one being entitled to recovery of the excess in case he has paid a greater amount than he owed.

*Section V—General Provisions*

*Article 254.* Civil liability for damage to passengers by national or foreign international air carriers shall be governed by Article 218 in the case considered therein and, otherwise, by the international conventions in effect in the Republic. In the absence of such conventions, such liability shall be governed by this Code and other applicable laws, when the accident or the damages and detriments have occurred on the national territory.

*Article 255.* The right to claim compensation under contractual or non-contractual liability shall cease in all cases for which no special statute of limitations has been established when no action is brought within two years from the date when the event which gave rise to the damages occurred or, if there is none, when the transportation began during which the act mentioned took place.

The general and special statutes of limitations shall cease to run when there is proof of fraud on the part of the carrier.

*Article 256.* Contractual liabilities provided for in this Code may be fixed at a higher amount of compensation under a special agreement between the enterprise or carrier and the passenger or shipper, as the case may be. But in no case may the limit be set at a lower amount as contractual or non-contractual liability.

*Article 257.* The guarantees required in conformity with this Code for the payment of damages arising from contractual or non-contractual liabilities, shall be especially and preferentially subject to the payment of compensation which this law provides for.

*Article 258.* In case of impossibility on the part of insurance firm or companies to underwrite the insurance which this Code requires and such situation is clearly proved to the Minister of Aviation, that official