

These general rules apply in all cases where the Air Code does not establish special rules. The Air Code of 1961 contains special rules on liability for bodily injuries to passengers, and on damages to cargo, luggage and mail in domestic and international transportation.

As to domestic transportation, in accordance with the laws of U.S.S.R., the carrier is liable for death, mutilation or other bodily injury of a passenger caused at take-off, landing or during flight, or at embarking and disembarking of a passenger, unless he proves that the injury occurred as result of intent of the injured person. If the same injuries were caused as result of *force majeure* the carrier is liable to the usual extent, unless he proves that the intent or gross negligence of the injured person has contributed to the injury or aggravated it. The Code of 1961, as compared with the Code of 1935, has extended the liability of the carrier, because among the circumstances excluding his liability in general, the Code mentions only "intent of the injured person", and omits gross negligence as was provided in Art. 76 of the old Code. In addition to intent, gross negligence may be taken into account only in the case of *force majeure*. In that case, if the carrier can prove that intent or gross negligence of the injured person contributed to the injury, the amount of compensation will be reduced or compensation may even be refused. The old Code did not make a distinction between causes of an injury.

The problem of damage to cargo, luggage or mail is solved in the Code in a different way. The carrier is liable for the safety of cargo, luggage and mail from the time of receipt to that of delivery. He may be relieved from liability, if he proves that loss, spoilage or damage occurred because of circumstances beyond his control and especially because of the fault of the shipper or consignee, inherent characteristics of the goods transported, deficiencies in boxing or packaging, or failure to indicate in the shipping document the need for special care. However, if personal effects were not delivered, the carrier is responsible only when the claimant proves that the loss, spoilage or damage to such effects was due to the fault of the carrier. In addition, the carrier is relieved from liability for loss, decrease in weight, spoilage or damage to cargo accepted for carriage, when it is due to acts of the shipper or consignee connected with loading or unloading the cargo, failure to take necessary measures for safekeeping of the cargo by the shipper or consignee, or because of natural decrease in weight of the cargo during its transportation. In such cases the burden of proof is on the claimant. The same applies when the cargo arrives in good condition with the seal of shipper intact.

The Air Code of 1961 has established a limitation of liability of a carrier, in case of loss of cargo or luggage, to the amount of the declared value, or to the actual cost, if the carrier proves that the declared value exceeds the actual cost: for loss of cargo without declared value, to the amount of the actual cost: for loss of luggage and personal effects, to the amount of the decrease in value. The Code does not establish any limitation for bodily injuries of a passenger.

The old Code did not contain any provisions on the liability of a carrier in case of delay. This gap has been filled and the following fines were established: the carrier shall pay a fine of 5 per cent for