

*Chapter II. Liability of the Aircraft Commander and of the Employees of the Carrier*

*Article 145.* The commander or other employee who, during a trip, abandons without justification the performance of his functions, shall be liable to the owner, carrier or operator, and to the passengers or shippers for any damages and injuries which may result from this violation. Insofar as concerns the passengers and shippers, such liability shall be joint with that of the owner, carrier or operator.

*Article 146.* The commander shall be liable for intent or negligence to the owner, carrier, or operator, who shall have a right of recovery against him for any compensation which they may have had to pay to third persons for his acts.

TITLE V. CIVIL LIABILITY

*Chapter I. Contractual Liability*

*Article 147.* A carrier shall be liable for damages and injuries resulting in death or bodily injury to passengers in accidents which occur on board an aircraft while in flight, or in operations thereon, provided they are caused by defects in the aircraft or negligence of the carrier or his employees.

*Article 148.* A carrier shall be liable for damages and injuries caused by the destruction, loss of, or damage to baggage and merchandise, as a result of acts occurring during the air transportation.

*Article 149.* Air transportation, for the purposes of the preceding article, shall include the period during which the baggage or merchandise are in the custody of the carrier, from the time of receipt to that of delivery.

*Article 150.* Unless there is an express agreement, the duties of air transportation shall not include land, maritime or river transportation, outside of the airdrome. However, if, in the course of the contract, land, maritime or river transportation is employed to carry, deliver or transfer baggage or merchandise, any damages and injuries occurring therein shall be presumed to have occurred during the air transportation, unless the carrier proves the contrary.

*Article 151.* A carrier shall be liable for damages and injuries arising from delays in transportation of passengers, baggage or merchandise in the proportion of ten percent above the damages proved by the passenger and, in other cases, above the value of the merchandise.

*Article 152.* When dealing with transportation undertaken successively by a number of carriers, each carrier who receives passengers, baggage or merchandise shall be subject to the provisions specified above, and he shall be considered a party to the transportation contract.

In the case of transportation of this kind, the passenger, or his legal successors shall have a right of action only against the carrier who made the transportation during the portion where the accident or delay occurred, except in the case where the first carrier, by express agreement, assumes liability for the entire transportation.

In the case of baggage or merchandise, the shipper shall have an action against the first carrier and the consignee against the last