

1975

Front Matter

Recommended Citation

Front Matter, 41 J. AIR L. & COM. i (1975)
<https://scholar.smu.edu/jalc/vol41/iss3/1>

This Front Matter is brought to you for free and open access by the Law Journals at SMU Scholar. It has been accepted for inclusion in Journal of Air Law and Commerce by an authorized administrator of SMU Scholar. For more information, please visit <http://digitalrepository.smu.edu>.

The Journal of Air Law and Commerce

VOLUME 41 ISSUE 3

SUMMER 1975

TABLE OF CONTENTS

THE NEAR FUTURE OF AIR CHARTER REGULATION: THE CASE FOR MORE EXPERIMENTATION IN PUBLIC POLICY . . . <i>Jaap Kamp</i>	389
THE BERMUDA AGREEMENT REVISITED: A LOOK AT THE PAST, PRESENT AND FUTURE OF BILATERAL AIR TRANSPORT AGREEMENTS . . . <i>Barry R. Diamond</i>	419
EXPRESS WARRANTIES ARISING FROM ADVERTISING . . . <i>Ronald L. Palmer</i>	497

CASE NOTES

TORTS—JOINT ENTERPRISE DOCTRINE—A Flying School/Aircraft Owner Is Engaged in a Joint Enterprise With Its Student Pilots and Is Vicariously Liable for the Student's Negligent Acts. <i>Allegheny Airlines, Inc. v. United States</i> , 504 F.2d 104 (7th Cir. 1974), cert. denied, 43 U.S.L.W. 3614 (1975). . . .	511
TORTS—MANUFACTURER'S NEGLIGENCE—The Buyer of a Used Airplane Can Recover in Negligence from the Airplane's Manufacturer for Cost of Repair, Decline in Value and Loss of Use of Aircraft, Absent Any Accident. <i>Omni Flying Club, Inc. v. Cessna Aircraft Co.</i> ,—Mass.—, 315 N.E.2d 885 (1974)	524
TORTS—ATC LIABILITY—AIRCRAFT LIABILITY—Aircraft Clearance Given Was One Not Reasonably Designed to Insure the Aircraft's Safety and Therefore Constituted Negligence. <i>Todd v. United States</i> , 384 F. Supp. 1284 (M.D. Fla. 1975)	537

Charles J. Morris, B.A., LL.B., *Professor of Law*
Joe Scott Morris, B.A., LL.B., LL.M., *Professor of Law*
Roark M. Reed, B.S., J.D., *Assistant Professor of Law and Director of Criminal Justice Clinic*
Peter W. Schroth, A.B., J.D., M.C.L., *Assistant Professor of Law*
Ellen Solender, B.A., J.D., *Assistant Professor of Law*
Walter W. Steele, Jr., LL.B., LL.M., *Professor of Law*
William P. Streng, B.A., J.D., *Associate Professor of Law*
Howard J. Taubenfeld, A.B., LL.B., Ph.D., *Professor of Law*
A. J. Thomas, Jr., B.S., LL.B., LL.M., S.J.D., *William Hawley Atwell Professor of Constitutional Law*
Cliff F. Thompson, A.B., M.A., J.D., *Professor of Law*
Anthony M. Verdava, B.S., J.D., LL.M., *Visiting Professor of Law*
Harvey Wingo, B.A., M.A., J.D., *Professor of Law*
Peter Winship, B.A., LL.B., LL.M., *Assistant Professor of Law*

FEDERALISM—AIRPORT EXPANSION—The Airport and Airway Development Act of 1970 Does Not Preempt the Field of Airport Expansion and Development Nor Does the Award of a Planning Grant Under the Act Constitute Federal Action So Significant As to Require an Environment Impact Statement Under the National Environmental Policy Act of 1969. <i>Town of New Wind- sor v. Ronan</i> , 13 Av. L. Rep. 17,365, — F. Supp. — (S.D. N.Y. 1974).	550
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----

CURRENT LITERATURE

BOOK REVIEW

AIRPORT NOISE POLLUTION: A BIBLIOGRAPHY OF ITS EFFECTS ON PEOPLE AND PROPERTY	<i>Richard L. King</i>	563
-----------------------------------------------------------------------------------------------	------------------------	-----

BIBLIOGRAPHY		567
------------------------	--	-----

Subscription prices: United States, \$12.00 per year, \$33.00 for three years; foreign, \$13.00 per year, \$36.00 for three years. Replacement copies are sent to subscribers upon prompt notification of non-receipt or defective copies. Single copies of issues from Volume 28 (1962) through Volume 33 (1967), \$5.00. Volume 34 to date, \$4.50.

Subscriptions are renewed automatically upon expiration unless the subscriber sends timely notice of termination. All notifications of change of address should include old address, including zip code, and new address, including zip code. Please notify one month in advance to insure prompt delivery.

Address inquiries to *The Journal of Air Law and Commerce*, School of Law, Southern Methodist University, Dallas, Texas 75275.

Published four times a year by Southern Methodist University Law students.

© Copyright 1975 by the School of Law, Southern Methodist University
Second-class postage paid at Dallas, Texas

ADVISORS

Richard J. Barber
President, Richard J. Barber
Associates, Inc.
Economic Counsel
Washington, D.C.

Andreas F. Lowenfeld
School of Law
New York University
New York City, New York

The Honorable James R. Browning
Circuit Judge
United States Court of Appeals for
the Ninth Circuit
San Francisco, California

Paul B. Larsen
Department of Transportation
Washington, D.C.

Harold Caplan
International Insurance
Services
London, England

Eugene Jericho
Attorney at Law
Dallas, Texas

The Honorable
J. Braxton Craven, Jr.
Circuit Judge
United States Court of Appeals
for the Fourth Circuit
Asheville, North Carolina

R. H. Mankiewicz
Faculte de Droit
University of Paris
Paris, France

The Honorable Floyd R. Gibson
Circuit Judge
United States Court of Appeals
for the Eighth Circuit
Kansas City, Missouri

The Honorable
Charles M. Merrill
Circuit Judge
United States Court of Appeals
for the Ninth Circuit
San Francisco, California

The Honorable Irving L. Goldberg
Circuit Judge
United States Court of Appeals
for the Fifth Circuit
Dallas, Texas

The Honorable John W. Peck
Circuit Judge
United States Court of Appeals
for the Sixth Circuit
Cincinnati, Ohio

Lucile S. Keyes
Economist
Washington, D.C.

The Honorable
Sterry R. Waterman
Circuit Judge
United States Court of Appeals
for the Second Circuit
St. Johnsbury, Vermont