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Discussion - Session Four

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DISCUSSION — SESSION FOUR

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CHAIRMAN RENÉ MANKIEWICZ: I would like to call to your attention that in the title of the convocations for this afternoon there was listed the possibility of denunciation of the Convention, which I haven't heard mentioned so far. I would like to offer the following thought; under the regime of the special agreement, the Convention, for all practical purposes, is denounced. This is because, first of all, the special agreement produces effects, especially with successive carriers, which are very contrary to the Convention. Secondly, it violates a lot of principles of international and maybe even United States constitutional law. But, it keeps the Convention in constant flux because, with due notice, this agreement can be denounced, at least by certain carriers. I don't see any reason why the CAB would not make another order and introduce another limit, for example, for injuries. There is no reason why other States would not take similar measures if that is an accepted proposition. Which means, that though legally nobody has denounced the Convention, it doesn't exist any more. Therefore, I wonder how insurers can foresee the future, or if they care to foresee the future on a situation which can be changed by any bureaucracy at any time. Now, I hope there will be some discussion because this is our last meeting.

MR. ANDREAS LOWENFELD: I raised my hand originally for a rather technical question and I would like to ask that. But before I do, let me comment very briefly, sir, on what you just said about the notice of termination. The Interim Agreement provides for a termination notice of twelve months by any government or participating carrier. That includes the United States. The Convention itself, as you know, has a six months denunciation notice as all of you were quite dramatically made aware of a year ago. So I submit, that there is no bureaucratic whim that can apply it. The thought was that, if for one reason or another pressure on the limit or dissatisfaction with absolute liability or conceivably that the consequences of the *Lisi* decision made it impossible, or for any other unforeseeable reason the agreement showed signs of coming undone, there would be six months at least in which to try to save the Convention, as Mr. Caplan put it, before some country would have to denounce. I don't think that it's fair to say that the Convention is more fragile now than it was before the Montreal Agreement.

CHAIRMAN MANKIEWICZ: Maybe I just didn't make myself very clear. I want to make the point that the liability limits are in a very flexible state. Twelve months notice and you can pull out; you also can prescribe another limit without even touching the Convention. If you want to change the technical annexes in ICAO, you need two-thirds of the vote of the council. But, here you change a very important element of the Convention by just one administrative agency decision with twelve months notice. That was my point.

MR. LOWENFELD: I don't know that we need to carry this on. I would venture the prediction that any changes in the interim arrangement would be negotiated; whether it's within the framework of ICAO, or IATA, or a special conference. The point of the twelve months notice is that you have a reasonable amount of time.

While I have the floor, may I ask a question that grows out of some of the discussion? Mr. Caplan mentioned it in his statement and he asked me to ask Mr. Whitehead. It's really a technical insurance question and in that sense I'm disappointed that we didn't hear more about insurance practices from our insurance Titans. You know, Mr. Whitehead, that I have tried as a government official to acquaint myself as much as possible with how insurance works. . . . We've had a lot of talk, Mr. Brennan started it and others, about the coming of larger and larger aircraft. We get the 747, which has roughly three times the seating capacity of a present Boeing 707 or a DC-8. It will carry 500 as opposed to roughly 150 passengers, and suppose a carrier which used to take three planes to transport 500 people from New York to London now can do it in one plane. In a sense, as Mr. Caplan put it, that puts more eggs in one basket; on the other hand, if landing and takeoff are the more dangerous points, it may well be that you've reduced your risk. You do have the same number of people at risk. Assuming there is no change in either the Montreal Arrangement or some other then prevailing arrangement, and we get over the initial period in which any new technological device is in the dry run period, is the insurance risk greater or smaller?

MR. GEORGE I. WHITEHEAD, JR.: Well, a major catastrophic risk in a 747 is the hull value. With respect to passenger liability, the increased risk is in the number of passengers carried and exposure to very substantial loss in event of a disastrous accident.

MR. LOWENFELD: But is the thrust of what you're saying is that the rates may well be roughly the same? I'm really not sure what your answer is.

MR. WHITEHEAD: This is largely a self-rating industry, that is rate reflects experience, and frequently a retrospective rating plan is used.

MR. LOWENFELD: There have been discussions here that even if insurance costs now are manageable, and I understand that they vary from line to line, we'd better be worried because just around the corner are new sub-sonic, jumbo, and then super-sonic aircraft. If I understood you correctly, there's no clear reason why that should make a difference in terms of miles flown.

MR. WHITEHEAD: Projections I have seen for air traffic in the future indicate to me that the 747 will not replace first generation jets, but will be utilized in addition to them.

MR. JOHN E. STEPHEN: Isn't it a question that your single accident exposure is greater?

MR. WHITEHEAD: Absolutely.

MR. LEE S. KREINDLER: I'd like to make one comment addressed to Mr. Caplan's remarks and then pose a couple of questions. Mr. Caplan, in what you've heard in this symposium or in the international deliberation, what leads you to believe that the United States, or even the plaintiffs' bar in the United States, has attempted to export American principles and impose them on the rest of the world?

MR. HAROLD CAPLAN: My impression arises this way because all the disappointment of the United States officialdom, with the existing Convention structure, stems from the low limits. Now, nobody else has that problem. Nobody else thought it was a serious problem until the U.S. pointed it out. I would be the first to admit that maybe other governments should have pointed that out; that there was a disparity, say, between The Hague limit and what was reasonable in western Europe. In the United Kingdom, for example, we have a new limit internally for non-Convention carriage which is 875,000 gold francs. That's based on the lower of the two Montreal limits. I say what the U.S. has been trying to export is its notion of what is a fair damage award and this is very difficult to export because you can't export at the same time your standards of living, your methods of doing justice or doing business.

At Montreal, in February 1966, the other governments were continually reaching towards what they thought was the American position. Just as they got near, somebody would say, "No, that's not good enough." Now this seems to be happening again this year. Just as everybody else seems to be in sight of agreeing on something, the American government, I suppose very properly, I can not criticize it, steps back and says, "Well, that doesn't seem to be quite enough for us." Your Government, it seems to me, is in a very strong bargaining position; has nothing to lose by being tough, and it goes on being tough that way. I say that this is not the way to approach any international convention if it has a surviving value.

MR. ALLAN MENDELSON: Mr. Chairman, wouldn't that be one of the advantages to the domicile theory, because, with the adoption of the domicile theory, you would not be subject to the accusation of exporting American law anywhere. If, for example, the British had a \$50,000 limitation for the bulk of their domiciliaries, that would be applicable no matter where the individual brought a suit. On the other hand, if the individual were an American and brought his suit in the United States, the United States law would apply. But the United States law would only apply to United States domiciliaries. It seems to me that that may well be the bridge in which we can find the solution without being subject to the accusation of exporting our law and I wonder if you have any comments on this.

MR. CAPLAN: I think that suggestion makes a great deal of sense in the American context. The thrust of my remarks, which perhaps I didn't make very clear, was this: that if to apply the law of the domicile to the assessment of damages would make sense to America, well I say go ahead and enact some legislation. We don't need it, but do that for your benefit, not for the benefit of the international community.

MR. MENDELSON: But wouldn't it benefit you, Mr. Caplan, to avoid a situation where a British subject brings a suit in a New York court, New York damage law applies, and that individual recovers three times as much as if he were suing in a British court? Especially if this happens to be against BOAC.

MR. CAPLAN: Well, I can't talk on behalf of BOAC. I would say as a passenger, as a humanitarian, and so on, if the man can recover more in a New York court than he can in our courts, then it's time our own courts caught up with you. I wouldn't say that's a bad thing. If it results in forum shopping towards the United States, that would be a bad thing, but there's been no great evidence of that, because British subjects, British residents, quite properly have very little chance of bringing suit in the United States. However, I wouldn't be too surprised at a sudden crop of these sort of claims.

MR. KREINDLER: I wonder if both Mr. Whitehead and Mr. Caplan will comment on the figure that has been advanced by ICAO and reportedly by the CAB that the average recovery in airline passenger liability cases has been \$38,000.

MR. WHITEHEAD: The only comment I would make on that, Mr. Kreindler, is that at the time that Washington wanted the information the CAB sent out a form to the air carriers and asked them to list these accidents by Warsaw and non-Warsaw. To answer a question that was asked about the \$1,000 Warsaw Convention case, my recollection is that they only asked for serious injuries, so I don't believe that that \$1,000 case would be in the statistics. The air carriers went to their underwriters and said, shall we provide this information and we said yes, but the only stipulation we made was that the figures should be bulk figures. In other words, not by individual case, but by the total of that accident and then you could divide that figure by the number of passengers involved and this would be the average. That average might involve a \$200,000 case; it might involve a case where, for some reason, no claim was made and a zero was in-

cluded. If these figures came out at \$38,000, they came out at \$38,000. They're not our figures.

MR. CAPLAN: I have in front of me the table which produces this \$38,000 figure. I don't know how it was arrived at so I can add nothing to what George Whitehead says, but purely arithmetically I would object to a table which averages by year, starting from 1950, running through to 1964. The end of each line is an average and then you total up all the averages and make an average of averages. Now, this isn't the way I do business.

MR. KREINDLER: What I was really interested in was the reaction of both of you experienced gentlemen. It was my reaction that it was ridiculously low compared to what I've seen of aviation cases and I just wondered if that wasn't your reaction too.

MR. CAPLAN: Well, if you understand the basis of the figures, maybe it has validity. I don't understand the basis of the figures, so I can't really comment.

MR. FLOYD A. DEMANES: This is an insurance question, . . . it concerns the ability of the passenger to purchase airline insurance on his own. As far as I know there is no insurance available to cover the catastrophic injury case and I wonder whether that has been considered. For example, you get a paraplegic who might obtain damages in court anywhere from \$500,000 to 1 million dollars, maybe less than that, maybe more than that, but in any case he can't buy insurance for that kind of injury so far as I know, without the cost being absolutely prohibitive.

MR. WHITEHEAD: I'm not an aviation accident insurance specialist. You'd have to ask somebody from the Mutual of Omaha or the people that are in that business.

MR. CAPLAN: I'm afraid I'm in a similar position. We don't do accident insurance business of that kind.

MR. DEMANES: The fact is that there are cases in which we do have such catastrophic injury. They aren't all deaths. This, I think, presents a very serious problem when you are talking about the type of limits that we're discussing.

MR. STEPHEN: I'd like to comment on that question of Mr. Kreindler's which relates back to the question which Mr. Lowenfeld directed to me yesterday; there wasn't time to answer. . . . The question was "what is the source of the figure which I referred to yesterday of only?" I think I said approximately or roughly 39. I believe actually that the exact figure is 37.2 passengers per year (U.S. claimants per year to be more precise) who would be benefited by a \$100,000 limit as opposed to The Hague limit. That figure is a direct lift from the Government's own table that was put into the Conference in February, '66 in Montreal, Table 3.

Now, I must say, I find a great deal of difficulty with that table myself. I think it's a rank misrepresentation of the figures which are in it. It purports to be based on Table Two, and it does no good to look in that book Mr. Caplan, because for reasons strange to me again, Mr. Lowenfeld and Mendelsohn have seen fit not to put that table in their article. I don't know if that was an oversight either, but the table which is in the Lowenfeld-Mendelsohn article, Table 3, is a different than the one used at Montreal. It's a piece of the table. Now, it would be interesting, I think, to get the official ICAO documentation from the February 1966 Montreal Conference and look at the four tables which are in that book.

There is Table 1 which covers the period 1950 through 1964 to January 1, 1965, a period of fifteen years. Table number 2 is actually two tables: Table 2 A and Table 2 B. Only Table 2 A appears in the Lowenfeld-Mendelsohn article. But, if you look at Table 2 B, which they have seen fit to omit from their article, you will discover that there is a second table showing exactly the question that was asked here now, namely what is the extent of injury awards to

American plaintiffs. Now, you'll discover to your surprise when you look at that table for the period 1958 to 1964 that the injury awards in Warsaw claims were lower than the death awards on the average, which is not what you might expect if you did not already know the results of the table. I don't purport to explain why this is; I'm only saying that's what the table shows. Maybe it's mistaken; maybe it's wrong; maybe the airlines' answers were wrong.

Now let's get over to Table 3, which is the source of the 37 passengers per year. That table, you'll have to look at it very carefully to catch this point, *is fatalities only*. They see fit for some reason, in the official U.S. presentation at Montreal to leave out the injury figures. Now, why? I don't know the answer why; maybe somebody from the Government knows. I would suggest that the answer is that they figured out both tables and the one that came out the best, which is the death claims only, is the one they used in Montreal. If that's not the case, maybe the Government can explain how they arrived at that conclusion. However, regardless of why they chose to do it this way, the point is that Table 3 shows that on the average, taking the seven-year period it covers, only 37.2 per year were claimants in death cases. Admittedly, death cases, only because that's all they saw fit to use, are benefited by a \$100,000 limit rather than a Hague \$16,600 limit. That's the answer to the question from yesterday.

MR. LOWENFELD: May I take the right to reply to Mr. Stephen. I now understand what it was, what the figure of 39 came to. Now let me answer the point in about three levels. First, in respect to the *Harvard Law Review*, the editors don't usually like to print hundred page articles, and they didn't want to print any tables. I finally reached a compromise on three, but I really wanted to print them all. That's the first point.

The second point, why weren't all the tables that we collected made part of our presentation in Montreal? I must say I'm surprised that a member of my own delegation takes issue with the delegation decision. It was, of course, circulated in the big memorandum, but when we came to our own presentation, we came to the conclusion, what we had to say was complicated enough. As I recall (I don't have the ICAO minutes with me) our evidence showed that there were approximately ten times as many deaths in air accidents as there were serious personal injuries; and therefore, we thought it would just confuse the issue to put that in. Let me say on both of these counts it's very clear that the greater the record, the greater the accuracy, but there was no effort on either point to suppress any information. Let me go on with the substance. Thirty-seven or thirty-nine, whatever number it is that you're using, is the number of passengers in non-Warsaw cases in the United States during the relevant period; whereas the figure that we're concerned with has no necessary relation to that. This latter figure is the number of international passengers, not only on United States, but on all carriers covered by the Warsaw Convention. The idea that this whole battle of the United States—I don't know if we should call it a battle or a controversy or a puzzle—but the suggestion that the whole argument is about 39 United States citizens is just completely untrue.

MR. STEPHEN: I quite agree with Mr. Lowenfeld's statement that to use this table is misleading. My point of yesterday, which I took some twenty minutes to make, was that the United States used that table on ninety other nations, or at least the sixty-one represented in Montreal. I couldn't agree more that it wasn't an intellectually honest thing to do, but we saw fit to do it. And yet when I tried to hoist Mr. Lowenfeld by his own petard, he says he doesn't acknowledge the petard.

MR. MENDELSON: I think that the issue of statistics can be argued *ad infinitum*. I also think, though, that Mr. McKenry had a very good suggestion earlier on today when he recognized the difficulties that the Government had and will continue to have in getting these statistics. He suggested something of

an *ad hoc* committee composed of, let's say, the insurance carriers, the air carriers, the trial lawyers, perhaps the defense lawyers if necessary, and perhaps they could give us an agreed statistical abstract. It would make our task infinitely easier, and it would really help all of us to avoid discussions of this type.

I would like to ask another question of Mr. Caplan. And this is not meant in a contemptuous light. It seems to me (though these developments of the Warsaw Convention of 1929 preceeded my birth by some four years) that from 1933 on it has been the United States that has served as an importer nation, until 1966. Don't you really feel that your criticism is somewhat unjust and that perhaps now you and other countries of the world might be willing to establish a balance of trade, an equitable balance where neither of us are importers and neither of us are exporters, which would mean a reasonable limit?

MR. CAPLAN: I was under the impression that the other nations had in fact risen to meet your expectations by the Interim Agreement of last year.

MR. MENDELSON: Even assuming that's the case, I don't really think you can continue to accuse us of being an exporting nation; and I'm not sure that they have risen to what I recall our original proposal was—\$100,000.

MR. CAPLAN: You haven't got enough?

MR. KREINDLER: I have a question for Mr. Milligan. You made the statement, which I heard from many airline people and which Sir William referred to in his opening address, that there were many other good features of the Warsaw Convention. I assume, by that, that the first good feature was the limitation of liability. And you said there were many other good features of the Warsaw Convention, of the convention system, that were worth saving. I would like you to identify other so-called good features and indicate which of those could not be accomplished without a convention.

MR. M. L. MILLIGAN: I don't know, Lee, if I could say categorically that none of these other features could be accomplished without a convention. The features I had in mind with regard to Warsaw and Hague, of course, had to do with ticketing requirements, waybills, protection of the carrier in the event of cargo damage, which is quite important and somewhat unrelated to the passenger situation we've been discussing. The advantages are, first of all, they apply to all countries who have ratified the Conventions even though those countries' carriers may not be members of IATA, including the internal carriers of those countries. Also the penalty for failure to observe the uniform features of these Conventions is the loss of the protection of the conventions, the protection of the limitation of liability, and that sanction has proven to be very important in producing uniformity in these areas. I guess I would be reluctant to throw that overboard and start out from scratch and see if it could be worked out on some sort of a multi-national contract.

CHAIRMAN MANKIEWICZ: If the Chairman is permitted to add a word on this thing. I came to air law much after the time I had discovered and admired the Warsaw Convention as a comparative lawyer because it was one of the conventions which settled conflicts of law, not by establishing a conflicts rule, but by unifying the law of international carriage. The next thing we discovered was that a great number, and now an increasing number of nations, found this convention so good they adopted it for their national law. That is, I think, an additional reason to keep the Convention as long as you can because you have no real conflict problem when the national laws are similar; and you have, at the same time, a regime applicable at the international level throughout the world. I think that is a very good argument and students of comparative law are always shown the Warsaw Convention and the merits which it has in spite of judicial disunification which happens at certain points. Professor Sand.

PROF. PETER SAND: Mr. Chairman, before you close this meeting on "trends," I'd like to echo a question from Mr. des Iles which perhaps is quite relevant to

the subject we were supposed to discuss this afternoon. When Mr. Caplan reminded us that the Montreal Agreement is essentially a special contract between carriers and the CAB, here in the form of a tariff, he did not point out that it was perhaps his own idea which first brought this concept up and *this* he cannot disclaim. It was in the *Journal of Business Law* where he first suggested the solution of a special contract. But, now that we have the solution, I think he himself has suggested that it would be better to have an incorporation of these principles in a formal protocol. I'm not sure whether this also reflects a consensus of the executive officials here. I heard another suggestion which I think was Mr. Brennan's suggestion: "The special contract agreement works well and we can continue on this basis." I don't know whether I'm misinterpreting your statements. So there, at least, seems to be a conflict of opinion. Can I ask this question: Do the American participants consider it as imperative to incorporate these principles of the special contract into a formal type of convention or do they consider it as a good solution to continue for a while with the Interim Agreement?

MR. CAPLAN: Could I just correct a misconception? I'm grateful to Peter Sand for pointing out some of my earlier remarks some years ago. In fact, it was Lord Denning in the House of Lords who first mentioned the special contract solution during the passage of the Carriage by Air Act of 1961. That's where I picked it up from. He officially is the first man on record that I know of, who recommended this. It leads me just to say that I really am in agreement with Mr. Brennan and anybody else who thinks that the special contract solution is worth preserving, and I don't think that so far as limits are concerned that it needs to be consolidated in an additional protocol at any time whatsoever.

MR. MENDELSON: If I may add one word to that. If the two English-speaking countries find themselves in agreement, I'm sure that the United States government is prepared to let the Interim Arrangement continue as long as it's necessary to find out what this (if I may use your expression, Mr. Whitehead) social experimentation is. We would like to know your experience on absolute liability. Until we do know this, we see no reason why the Interim Arrangement should be changed, altered, amended, or incorporated into a new treaty. When we do have this experience, then we think it might be appropriate to withdraw it.

MR. WHITEHEAD: It's going to be a long interim then?

MR. MENDELSON: During that long interim, it is also our hope that the carriers of the world will follow BEA's example.

MR. WHITEHEAD: What you're saying, aren't you, Mr. Mendelsohn, that in the present atmosphere in the United States, of those who are in charge of this, that it's really impossible to get a new treaty document that would not incorporate the essential elements of the Interim Agreement. That is, absolute liability and a limit that you would find adequate.

CHAIRMAN MANKIEWICZ: May I add a point? Although I happened to study the question of the effect of the Interim Agreement outside the United States just a couple of weeks ago, with respect, I submit that if you really want to apply it as contemplated, it has to become a treaty, for the reason that outside the United States, where a tariff nobody has ever seen becomes part of the contract of carriage, the Special Agreement becomes part only if the notice is given. I have seen a lot of tickets implying stopping in the United States, and no notice was on them. When you come to successive carriers, this becomes even more important; and if you really want to make sure that the new limit applies, it has to somehow become the law of the land of the various countries. As to the inquiry I have made, I may be completely wrong in my conclusions, but with those with whom I discussed it, I found them in agreement.

MR. WHITEHEAD: I asked Mr. Mendelsohn a question.

MR. MENDELSON: Mr. Whitehead, the best answer I can give you, and I don't think it will satisfy you and indeed I don't think it will satisfy me, that

if the nations of the world came today and said to the United States government, will you accept precisely what's in the Agreement in the form of an international treaty, I think the United States government (and I only *think* this and I'm only *one* in the United States government) would say no, precisely because they wish to have *your* experience, Mr. Whitehead, with the consequences, whether good or bad, of absolute liability. We, indeed, are not certain that this should be incorporated into a treaty. We want that experience and therefore we hope to have this period of interim, even if it lasts for three, or four, or five years.

MR. WHITEHEAD: I thought the Panel of Experts should be complimented on the work that they did on the Interim Agreement. This is a separate subcommittee. But is the United States open to amendments of the Interim Agreement, like relating to recourse actions or relating to striking out the absolute liability feature? Do you have an open mind as a United States delegation to any changes in the Interim Agreement at this time?

MR. MENDELSON: Yes.

MR. CAPLAN: Including all the things he mentioned?

MR. MENDELSON: No.

MR. MATTHEW J. CORRIGAN: I refer to what Mr. Whitehead said that it's going to be a long interim before we really can show the Government any experience. Now, it would be wonderful if at the end of the year or two years we could come with a package of statistics and say, this is how it works, but that's not going to happen. *Lisi* was in 1960, I understand, and we don't know how it's going to come out yet. If it is affirmed, then the airlines will probably re-match their tickets and then the plaintiffs' bar will figure out some other angle to attack the ticket as inadequate. On the Interim Agreement cases today you will have attempts to get summary judgment for the \$75,000 and then proceed to establish a willful misconduct case. And when that can be discarded will be years from now. It's my judgement or my best estimate that you will not have meaningful intelligence on the Interim Agreement for five to seven years. Are you willing to wait that long?

MR. MENDELSON: I think Mr. Lowenfeld is right. We just don't know. It depends upon the experience. But I think that as an abstract question, it's a very abstract question, we would not be afraid to wait five to seven years.

MR. WHITEHEAD: I would like to make one comment on this five, six, or seven years. An airline executive gave a very excellent talk at the American Bar Association meeting, and one of the things he talked about was that people in the world want instant everything, instant coffee, instant transportation, instant communication. He said that in a world where you can go from New York to Paris in three hours, people are not going to be satisfied to sit around and wait for five or six or seven years for justice. He remarked that along with their instant coffee they're going to want instant justice. We did have overtones of a defense of and attack on the adversary system, and I'm not going to get into the prediction business like Lee Kreindler. Lee has predicted that the United States will never have limitations of liability on anything. Well, I think in the Keeton-O'Connell plan which Professor Sand mentioned and in a great many other areas, you're getting evidence of dissatisfaction in the way these matters are being handled; and this seven or eight years to find out what the Interim Agreement means once an accident happens is an illustration to me that it sort of focuses attention on this particular problem.

MR. P. J. BRENNAN: Mr. Chairman, I think that in a practical manner that the Interim Agreement is a bit like a temporary building at an airport. We built a temporary building in 1956; it's still there and used for a different purpose. It's not quite adequate, but it works after a fashion. And we have now had a Warsaw Convention, its in a wheel chair, battered, it's ugly, but it's moving along, still a brain ticking away and a sort of a heart at work. We don't know

how long she'll last. And I think this is the only way we can work; it's the only practical way we can work. That's why I think Professor Sand's analysis of my suggestion in relation to Montreal is correct. I think we can only keep patching it up, modify it if possible here and there, and we can build on a few extensions to it, and it will perhaps fill the gap until we build a new terminal building which of course, I would agree with Professor Mankiewicz is the desirable result.

CHAIRMAN MANKIEWICZ: I will just mention the feature which I haven't seen coming up. Wouldn't it make a difference now in the insurance if the United States would have ratified the Hague Protocol? Because, now we have unlimited liabilities to \$75,000 and the courts made fault equivalent to willful misconduct which permits to jump the limits much easier than in other countries.

The speakers of this afternoon have brought some new light to a very complicated question. Thank you.

End of Friday afternoon discussion.