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INTERNATIONAL

COMMENTS BY ICAO COUNCIL ON THE LIABILITY LIMITS IN ARTICLE II OF THE MEXICO CITY DRAFT OF THE CONVENTION ON DAMAGE CAUSED BY FOREIGN AIRCRAFT TO THIRD PARTIES ON THE SURFACE*

Objectives of the Liability Limits in Article 11 of the Convention

THE Mexico City draft Convention,¹ like the original Rome Convention itself, attempts to regulate and establish uniformity with respect to the liability of aircraft operators to persons on the surface who sustain injury, death, or property damage as a result of aircraft accidents involving foreign aircraft. In framing such a Convention, States will wish to balance the legitimate interests and desires of aircraft operators engaged in international air navigation against those of the general public who may suffer as third parties in accidents involving foreign aircraft.

The operator needs protection against the risk of catastrophic loss and the draft Convention accords him this protection by providing that in no one accident shall his liability to third parties on the surface exceed a certain maximum figure, regardless of the amount of damage done, save in the exceptional cases where he intended to cause the damage or where he was a person who had wrongfully taken and made use of an aircraft without the consent of the person entitled to use it. The draft Convention affords additional protection to the operator by providing special limitation on the amount of his liability, for personal injury or death, to any one person.

The third party on the surface, on the other hand, needs assurance that in accidents in which he suffers loss, he will be able to recover, with a minimum of litigation, the full amount of his damages. The Convention seeks to afford him this protection by providing that he may sue in the courts of the place where the damage occurred, by giving him rights of direct action against the insurer in certain cases, by taking from the operator the defense of "no negligence" which is now available to him in a number of jurisdictions, and by setting liability limits at a level which the drafters hoped would in all normal cases be sufficient to assure him full recovery of his damages. The acceptability of such a Convention to States will depend in the last analysis upon the extent to which the drafters succeed in striking an equitable balance between the interests of the respective parties.

Statistical Material

In studying the limits of liability the Council had at its disposal a considerable quantity of statistical material supplied by States and others concerning the cost of insurance and past experience of third party claims in flying accidents. The most important parts of this information are presented in tabular form in the Appendices. The amount of material concerning damage to third parties in aircraft accidents is limited, owing to the infrequency of accidents in which claims for such damage are asserted.

* ICAO Doc. 7238, C/836 of 20/12/51.

¹ The complete text was printed in 18 JOUR. AIR L. & COM. 98 (Winter 1951). A diplomatic conference will convene at Rome on September 9, 1952 for finalization of the Convention and opening thereof for signature. For comments on an earlier draft see Calkins, "Principles and Extent of Liability Under the Revision of the Rome Convention Proposed by the ICAO Legal Committee," 17 JOUR. AIR L. & COM., 151 (Spring 1950).

Information as to the cost of third party insurance is somewhat more satisfactory, but still not conclusive. Taken as a whole, this statistical material affords a basis for a broader factual analysis of the issues than has hitherto been available, but it must constantly be borne in mind that no precise conclusions can be drawn and that it is possible to hold more than one opinion concerning the extent to which such material can be used to predict the trend of accidents involving third party damage in the future.

The Basis of Council's Comments

In framing comments on the liability limits in the draft Convention, two trends of opinion emerged in Council, the one holding that the limits should be substantially increased, the other that they should be retained at approximately the level in the draft. There was, however, general agreement that the two chief factors to be taken into account in considering the level at which such limits should be set were:

- (a) the limits should not be set so high as to cause the cost of third party insurance to become an excessive burden on international civil aviation;
- (b) the limits should be set high enough to cover compensation to third parties in all but extremely rare catastrophic accidents.

There was broad agreement also that the influence of the first of these two factors was not strong up to levels of liability limits considerably higher than those under discussion. The disagreement lay chiefly in the evaluation and application of the second factor.

Cost to Aircraft Operators of Third Party Insurance

The available statistical data indicate clearly that, under existing conditions, the cost of third party insurance under the provisions of the Mexico City draft would generally be a small proportion of total insurance costs for an aircraft operator and an almost negligible part of his total operating costs. Of the rates reported for third party insurance for commercial aircraft in several different parts of the world, none represented more than 0.06 cents (U.S.) per ton mile available, even for limits double those in the Mexico City draft. Rates for private operators are relatively higher owing to the comparatively small figure of their total operating costs and the low utilization of their aircraft; rates reported to Council for third party insurance costs for private operators varied between 2 and 5 per cent of estimated operating costs for liability limits such as those in the Mexico City draft.

The insurers emphasize that future premium rates for aircraft third party insurance cannot be predicted with certainty and that the low rates now current might be increased if a series of accidents occurred involving large payments to third parties. It is impossible to predict also the effects on insurance costs of the provisions in the Convention relating to absolute liability, the granting of jurisdiction to the State where the damage occurs, and the right of direct action against the insurers in certain cases. Some insurers believe, however, that these provisions will cause substantial increases in the cost of third party insurance both by increasing the costs of litigation and by tending to raise the amounts of compensation claimed and awarded.

There are, however, other factors tending towards the reduction of the cost of third party insurance for aircraft. In the first place the number of aircraft accidents in relation to the amount of flying done constantly tends to decrease as the quality and efficiency of aircraft construction, maintenance and operation improve. Any decrease in the number of accidents per aircraft will ultimately produce a decrease in insurance premiums for

third party insurance as well as for other forms of aviation insurance. In the second place the growing experience of third party risks gained by the insurers as the volume of flying increases should tend to produce a stabilization of the market and hence to reduce third party insurance rates. For some operators the limits proposed in the Mexico City draft would be considerably below the limits of their present third party insurance limits and a premium reduction might result to these operators on this account.

Making due allowance for the effect of these various factors, it would seem fairly certain that although the cost of third party insurance under the provisions of the Mexico City draft Convention might be increased, it still would not impose an undue burden on aircraft operators, and that, at least for commercial operators, the liability limits in the Convention might be substantially raised without this part of their operating costs becoming excessive. The cost of third party insurance to private operators of aircraft, however, is a considerably higher proportion of operating costs and an increase in liability limits might impose burdens of cost on this section of aviation that would seriously impede its development.

It has been suggested that an increase in the liability limits substantially above those proposed in Article 11, would produce overall limits for the larger aircraft so high as to strain the insurance market. It seems, however, that the insurers do not believe that this would occur as long as existing conditions prevail.

Limits Necessary to Cover All but Catastrophic Accidents

The information in the Appendices shows clearly that aircraft accidents involving large third party claims occur infrequently. Out of over 2,000 accidents in the British Royal Air Force, only 124 caused third party damage or casualties and in the vast majority of cases the damage done was minor. In 118 of these accidents only property damage was done, and in the remaining six where injury was caused to persons, the casualties were one dead and eight injured. Reports from States concerning 23 accidents that caused substantial third party damage include only two instances in which the claims paid and outstanding exceeded the limits in the Mexico City draft for the aircraft involved.

This information does not, however, point directly to any exact conclusion as to where the liability limits should be set so as to cover all but rare catastrophic accidents. In the first place, it is possible to disagree as to what constitutes a catastrophic accident; in the second place past experience as to the frequency of accidents causing large third party damage is inadequate to predict their incidence in the future. It is clear that at whatever level the liability limits are established, the possibility will still exist that accidents may occur where legitimate compensation for third party damage will be greater than those limits, that is to say, where the third parties concerned will not be able to obtain full compensation. It is also clear that the higher the limits are placed the smaller that possibility will become and the more nearly the compensation paid in such cases will approach to the full compensation level. The Legal Committee has raised the limits from those proposed in the original Rome draft of the Convention to those now in the Mexico City draft. The divergence of opinion is as to whether they should be further raised or not. Council believes that it will be of assistance to Contracting States to have a brief analysis of the arguments that cause this divergence of opinion.

The Case for Increasing the Limits

Those who favor increasing the liability limits point out that the cost of third party insurance, at least to commercial operators, is very small and would still be small with much higher limits than those in the Mexico

City draft. They believe that the limits should be substantially increased and could be so increased without placing an unreasonable insurance burden on aircraft operators or an excessive strain on the insurance market. They point out that accidents causing third party damage greater than the limits in the Mexico City draft have occurred in the past; in the case of the two most serious third party accidents which have been brought to the Council's attention, the present Mexico City limits, if applicable, would have resulted in grossly inadequate compensation to the damaged third parties, amounting in one case to approximately one-fifth of their losses and in the other case to approximately one-eighth of their losses. They believe that it is only reasonable to assume that such accidents will occur again in the future. They point to the rapid growth of large industrial installations that might be destroyed by fire caused by an aircraft accident; to the possibility of an aircraft crashing into a large public audience or other large collection of people; and to the growing recognition of the value of human life as reflected in increasing compensation awarded in cases of death or permanent injury. They feel that States will be mindful of the legitimate demands for protection of the general public, and that they will not surrender the rights which the citizens of most States now have to claim full compensation for losses caused by foreign aircraft, unless a very strong case can be made that it would be unfair to ask the operators of those aircraft to pay the necessary insurance premiums to cover full compensation. They believe that aviation has now become an accepted medium of transport and that its further development depends less on special privileges than on its ability to maintain the confidence of the public. They hold that it is not in the best interest of international civil aviation to accord to it privileges which cannot be justified by sound technical and economic analysis.

They find that on the basis of data available to the Council, the limits proposed in the Mexico City draft are unjustifiably low and should be generally increased for all aircraft, except those in the smallest weight class. As discussed elsewhere in this paper, they recognize that the smaller types of aircraft can cause personal injury and death, as distinct from property damage, disproportionate to their weights. For this reason they have recommended higher per kilogram limits for the smaller aircraft, and have recommended successively decreasing limits per kilogram for the successively larger weights of aircraft. They propose that the increase of liability with weight should commence at a lower weight limit (1,000 kilograms) and thus operate for all aircraft except those of the smallest weight class, *i.e.*, generally the two-seater private aircraft. Recognizing that the burden of insurance costs is heavier for small privately owned aircraft in the smallest weight class, they propose no increase in the limit of liability applicable to such aircraft.

They can see no justification for fixing an absolute upper limit to the liability limits at 10 million francs, a limit which abruptly ceases to bear a fixed relation to the weight of aircraft. Aircraft are now being constructed and others will be built during the period in which the Convention is effective which will considerably exceed in weight, and therefore in potential destructiveness, the largest aircraft now in operation. It is recognized, however, that the rate of increase of potential destructiveness will probably tend to diminish as the weight of aircraft increases beyond that of the largest types now in general use, and it is for this reason that they recommend a lower *rate* of increase in the limit of liability per kilogram for aircraft weighing in excess of 50,000 kilograms.

These considerations led to Proposal B set forth on page 216.

The Case for Retaining the Limits in the Mexico City Draft

Those who favor retaining liability limits approximating those in the Mexico City draft consider the proposed Convention as primarily designed to establish a fair relationship between operator and third party in given circumstances. Accordingly, cost to the operator is not the first consideration. The nature of the relationship established is the first consideration. In this connection they attach importance to the other provisions of the Convention which affect the conditions in which the liability will be liquidated, such as absolute liability, jurisdiction in the country where the damage occurs, limited defense to the operator, and direct access to the insurers in certain cases. They consider that the limits of liability should not be set unnecessarily high, but at a level which experience and judgment indicate to be adequate to meet all normal cases.

They attached considerable importance to the information concerning past experience, which in their view demonstrates the rarity of accidents affecting third parties; that in such accidents it is property, and not persons, which is damaged in the overwhelming majority of instances; and that moreover in all cases of which information is available, save two in North America, the proposed limits would be more than adequate. They feel also that account should be taken of varying cost levels in different parts of the world. They note that it is only in North America that there is any evidence of a case in which the proposed limits would not suffice, and in this respect they consider that an equilibrium must be set between the high cost and the low cost areas of the world.

They consider that these limits represent an acceptable compromise between the views of various States. They point out that the decision taken to raise the limits from those in the original Rome Convention to those in the Mexico City draft has not been unanimous and that some States favored lower limits than those now in the Mexico City draft. They consider that the economic evidence brought before Council subsequent to the last meeting of the Legal Committee does not justify any modification of the decision reached at Mexico City.

These considerations led to Proposal A set forth on page 216.

The Scale of Liability Limits

The relating of the liability limits for different types of aircraft to the weight of the aircraft concerned, as proposed in the Mexico City draft, is generally agreed to accord approximately with the potential of each type of aircraft to cause damage to third parties on the surface if an accident occurs. It is recognized, however, that this general rule is subject to certain exceptions. Small and medium aircraft, for example, may cause injury and death, as distinct from property damage, in somewhat greater proportion to their weights. Taking account of this fact, the Council agrees that the proportion of weight to liability limit may vary for different classes of aircraft as it does in the scale of limits proposed in the Mexico City draft Convention, but feels it desirable that the limits should increase without abrupt changes throughout the scale of weights. The introduction of the fixed limit for aircraft weighing more than 2,000 but not exceeding 6,000 kilograms in paragraph (1)(b) of Article 11 causes an undesirable discontinuity at the 2,000 kilogram point. Aircraft just below that weight would have a liability limit of 500,000 francs, aircraft just above that weight would have a liability limit of 1,500,000 francs although the difference in the ability to cause damage between the two types of aircraft might be small. Council agreed that this discontinuity should be removed.

Alternative Scales of Liability Limits

In the course of examining the liability limits in the draft Convention, Council considered a number of specific proposals for modifications of these limits. The following proposals are recommended to States as worth further study since they illustrate the two trends of opinion mentioned above.

Proposal A—This proposal aims to retain the general level of limits in the Mexico City draft and merely to eliminate the discontinuity at the 2,000 kilogram level. It would be achieved by substituting the following for sub-paragraph (b) in paragraph (1) of Article 11:

- (b) 500,000 francs² plus 250 francs per kilogram over 2,000 kilograms for aircraft weighing more than 2,000, but not exceeding 6,000 kilograms.

Proposal B—This proposal aims to eliminate the discontinuity at the 2,000 kilogram level, to increase the limits substantially for all except those of less than 1,000 kilograms and to permit the limits to rise continuously with weight for the larger aircraft. It would be achieved by substituting for sub-paragraphs (a), (b) and (c) of paragraph (1) of Article 11, the following sub-paragraphs:

- (a) 500,000 francs for aircraft weighing 1,000 kilograms or less;
- (b) 500,000 francs plus 400 francs per kilogram over 1,000 kilograms for aircraft weighing more than 1,000 but not exceeding 6,000 kilograms;
- (c) 2,500,000 francs plus 250 francs per kilogram over 6,000 kilograms for aircraft weighing more than 6,000, but not exceeding 20,000 kilograms;
- (d) 6,000,000 francs plus 150 francs per kilogram over 20,000 kilograms for aircraft weighing more than 20,000, but not exceeding 50,000 kilograms.
- (e) 10,500,000 francs plus 100 francs per kilogram over 50,000 kilograms for aircraft weighing more than 50,000 kilograms.

The Sub-Limit of 300,000 Francs Per Person

Proposals have been made that the sub-limit of 300,000 francs per person killed or injured in paragraph (2) of Article 11 should be deleted. The Council recognizes the importance of this question but feels that the issues raised by the individual limit of 300,000 francs per person killed or injured are largely legal in their implications and that the Council is not in possession of any information on this point not available to the Legal Committee. The Council has therefore decided that it is not in a position to give advice to States as to this limit.

APPENDIX I — GENERAL CONCLUSIONS FROM MATERIAL PROVIDED BY STATES AND OTHERS

The Cost of Third Party Aircraft Insurance in Relation to the Maximum Limits Covered

Aircraft insurance premiums vary according to many factors, but it would seem that the premiums for third party insurance for limits such

² The franc used in the Convention, and defined in Article 11(4) thereof, equals U.S. \$0.0737 or £0.0263 at rates of exchange current December 1951.

as are normally covered at present and under present conditions, might be estimated in general to be of the order of one or two dollars per aircraft per year per \$1,000 of limit.

The representatives of the insurers have indicated that if the Mexico City draft Convention were generally adopted, the cost of third party insurance for international operators would be increased owing to (a) the general application of unconditional liability, (b) the right to sue on all claims in the country where the damage takes place, (c) the psychological effect of specifying maximum limits higher than most damage assessments in many parts of the world and (d) the introduction of the right to claim directly against the insurers.

If one were to assume that third party insurance under the Mexico City draft Convention might cost \$3 per \$1,000 of limit, this would work out (based on the limits of Article 11) at about \$100 per annum for aircraft of 2,000 kilograms or less; \$300 per annum for aircraft between 2,000 and 6,000 kilograms; and about \$2,000 per annum for the large aircraft requiring the maximum cover of 10,000,000 francs.

Cost of Third Party Aircraft Insurance in Relation to Cost of Operating Aircraft

The material provided by States and insurers indicates that under present conditions the cost of third party aircraft insurance represents in general between 1 and 10 per cent of the total cost of insuring the aircraft. In the case of commercial airlines, the cost of all forms of aircraft insurance (including "hull" insurance) appears to be generally between 1 and 5 per cent of total operating costs. For such operators, therefore, the cost of third party insurance would be less than $\frac{1}{2}$ of 1 per cent of their operating costs, and generally considerably below this figure.

The Effect on the Cost of Third Party Aircraft Insurance of Increasing or Decreasing the Maximum Limits of Liability

It appears to be generally agreed that if the maximum limits of third party liability were changed, the cost of insuring up to those limits would also change, the percentage increase or decrease in premiums being about half the percentage increase or decrease in limits.

The Extent of Compulsory Third Party Insurance in National Legislation

Thirteen of the countries replying to the question on this point indicated that third party insurance was not compulsory for aircraft operators in their countries. Some of these countries are, however, considering introducing legislation making such insurance compulsory.

Frequency of Accidents Giving Rise to Claims for Damage to Third Parties on the Surface

An analysis of accidents causing damage to third parties on the surface made by the British Royal Air Force, indicates that, for accidents involving military aircraft, third party damage accidents of all descriptions occur with about the same frequency as fatal accidents. Third party damage on the surface probably occurs in about the same proportion of civil aircraft accidents as of military aircraft accidents, so that in the absence of other data we might assume that the number of third party damage civil accidents occurring each year will be about the same as the number of fatal civil accidents.

In commercial air transport, there are, at the present time, from 50 to 100 fatal accidents a year, so that we might expect about that number of

third party damage accidents in this section of aviation. The total number of third party damage accidents in all types of civil aviation would be very much larger. On the other hand, the number of third party damage accidents involving foreign civil aircraft would be much smaller. Such accidents would be practically confined to commercial air transport. According to ICAO records, we might estimate the total number of third party damage accidents of all kinds involving foreign civil aircraft at between 10 to 20 in a year.

The Nature of the Damage Done to Third Parties on the Surface

It appears that damage to property belonging to third parties on the surface is very much more frequent than instances where persons are injured or killed. Out of about 2,000 Royal Air Force accidents, 124 caused some form of damage to third parties on the surface but only 6 of these caused death or injury to persons. (1 dead; 8 injured.)

As a general rule, the damage to third parties on the surface caused by aircraft accidents is only to property and is relatively small, consisting of damage to crops, hedges, overhead cables, etc., or to objects on airfields. Instances where the damage done might be assessed as high as the limits in the Mexico City draft appear to be extremely rare, perhaps occurring with a frequency of about once per hundred or two hundred of all accidents involving any third party damage. This might mean that, for international civil aviation, accidents coming within the Mexico City draft Convention would be expected to give rise to claims beyond the overall limits proposed, perhaps one every ten or twenty years.

INTERNATIONAL AIR TRANSPORT ASSOCIATION (IATA)

Traffic Conferences

What may come to be considered a new and important era in international air transport was begun on May 1 with the inauguration of tourist class service over the North Atlantic by all 11 members of IATA serving that route.

Starting with 39 services a week in each direction, the airlines concerned planned to reach a peak of 81 services per week in each direction by August 1, and thus to offer an unprecedented number of approximately 8,000 seats both ways per week across the Atlantic. Even before May 1, most services for May, June and part of July were completely booked.

It was originally estimated that total transatlantic airline passenger traffic during 1952 might reach an all-time high of 600,000 persons and come close to equalling the number travelling that route by ship. The cancellation of many services during the second half of May and the first part of June, made necessary by the strike of U. S. oil refinery workers and the consequent worldwide rationing of aviation fuel, will have an appreciable effect on the actual totals. Nevertheless, it is still probable that 1952 traffic will be considerably greater than that of any previous year.

The tourist service principle will be further extended in the Spring of 1953 to cover certain intra-European routes, as the result of the May, 1952 IATA Traffic Conferences at Buenos Aires. Similar in character to the transatlantic tourist class, this intra-European service will be available between points in the United Kingdom, Belgium, Holland, France, Switzerland, Italy, Germany and Austria. The rates will be 20 to 25 per cent lower than normal first class on daytime flights, with an additional 13 per cent reduction for night flights.

The Buenos Aires Conferences voted in general to maintain existing

fare levels throughout 1952 and into the first part of 1953, with the exception of a slight five per cent increase in fares between points in Europe, Asia and Africa. At the time of writing, the resolutions passed at Buenos Aires were before governments for the approval necessary to their becoming effective.

Technical Matters

The fifth IATA Technical Conference, held at Copenhagen during May, concentrated its attention on questions of final approach and landing, and on a symposium on airborne radio equipment. It was attended by more than 250 representatives of IATA member airlines and observers for six other international agencies, seven governments and more than 30 manufacturing and research establishments from many countries.

The discussion of all factors affecting approach and landing is felt to be of particular importance in two respects: first, for its immediate effect on development in this phase of operations; and second, as proof of the efficacy of a new method of attacking technical problems generally.

A unique feature of the discussion was that it brought together specialists in all of the sciences and techniques which bear on approach and landing, on a worldwide basis, for mutual discussion on the entire process and to assess the inter-relationship of installations, processes, installations and personnel involved.

Weather limitations on landing are one of the remaining significant barriers to complete regularity of airline operations and are considered to be an important limiting factor in the economy of the airlines. Under present regulations, the airlines require that pilots be able to see the ground from a height of 200 to 300 feet, depending upon the type of aircraft, before attempting a scheduled landing.

While the Conference discussions were exploratory in nature and no votes were taken on conclusions or recommendations, the IATA Technical Committee, as the governing body of the airlines' joint efforts in this field, felt that these tentative assertions could be made on the basis of the record:

Present operating minima are not fixed for all time.

While the development of some new system of approach and landing which would provide a simple and complete solution to all the problems concerned in all-weather operations is not impossible, no such system is known or anticipated at the present time.

Nevertheless, it may be feasible, with equipment now known or available within the near future, to lower minima quite substantially—so long as the electronic and visual aids, semi-automatic couplings and other arrangements concerned are improved and provided in complete, balanced and integrated fashion.

No prediction was made as to the amount by which minimum visibility now required for landing might be reduced.

The Conference discussions centered on a phase of flight which actually requires only about 120 seconds—from the point where the pilot lines his aircraft up on approach aids until he has actually made his landing. During those two minutes, however, the pilot has at his disposal data provided by meteorologists, electronic aids such as ILS systems, the instruments in his cockpit, marking and lighting on the ground, radio telephone communication with control tower and, in some places, monitoring by GCA radar.

It was emphasized that the pilot is the "coupler" between all of these aids and that a basic limitation on the entire process is the 15 seconds or so which he requires after his first sight of visual aids to adjust himself from instrument to visual conditions, reckon up the data at his disposal, decide whether or not to land, and to take landing action.

Unless the pilot's requirements can be altered by more knowledge of

"human engineering," it was felt, all other parts of the process must be limited by this "exposure time" requirement.

Also given extensive consideration were suggested improvements in ILS guidance, approach and runway lighting, aircraft design, weather reporting and other elements of the process. It was emphasized that development work on any one of these must be related from the very beginning to the capabilities and requirements of the others.

A further point stressed in the Conference, was the necessity, for economic reasons, that the airlines' basic requirements for regular operations under low visibility conditions should be fully realized by aircraft manufacturers in the first stages of design.

The full record of the approach and landing discussions will be issued by IATA in book form in the near future.

The symposium on airborne radio equipment engaged in three days of concentrated exchange of technical information and opinion in this specialized field. A full report of the symposium discussion, together with special papers and reports, will also be published in book form by IATA.

Facilitation

Notable progress in simplifying the requirements for air cargo documentation has been reported by IATA as the result of implementation by governments of Annex 9 to the ICAO Convention. An IATA survey of documents required for air cargo shipments by governments of 133 territories served by scheduled airlines indicates that four of them require no documents at all, 67 are now content with the basic commercial invoice, and ten others require only the invoice and one additional paper, usually a certificate of value.

At the same time, the number of governments demanding what airlines consider undue documentation or excessive fees has materially decreased. Only 13 jurisdictions, or ten per cent of those surveyed, continue to demand consular visas on invoices or to levy fees for them.

It was also noted that more than 50 countries now accept the standard International Cargo Invoice put forward by ICAO as the basic commercial invoice form.

Eighth Annual General Meeting

The Eighth Annual General Meeting of IATA will be held in the Palais du Conseil General at Geneva from September 15 through 19. Dr. Walter Berchtold, President of Swissair, will take office as President of IATA, succeeding Sir Miles Thomas, Chairman of British Overseas Airways Corporation.