Liability of the Air Carrier for the Death and Injury of a Passenger

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ABSTRACT

International Civil Aviation Law is one of the most important legal orders in the contemporary International Law. Since passengers are the most important component in aviation processes, it is important to ensure the protection of passengers during the aviation process. An international legal framework for air carrier liability for passengers is governed by the Warsaw Convention for the Unification of Certain Rules relating to International Carriage by Air in 1929 and also Montreal Convention for the Unification of Certain Rules relating to International Carriage by Air in 1999. Even though these conventions are available, there are some lacunas related to ensuring the protection of the passengers covered by dozens of Case Laws. As Montreal Convention in 1999 replaced the Warsaw convention in 1929, it is paramount to ascertain the existing legal phenomena regarding the liability for death and injury of passengers, enriched by case laws. The focus of this study is a doctrinal research based on International Conventions, Case Laws, Law Reports and Law Journals in an international context. Based on the International Conventions and Case Laws, this paper will analyse the existing legal regime related to air carriers' liability over death and injury of passengers in the field of International Civil Aviation.

1. INTRODUCTION

An international legal framework for air carrier liability was governed by the Warsaw Convention for the Unification of Certain Rules Relating to the international Carriage by Air of 1929 (WC29).[1] As the main convention, one of the main tenets was 'the limitations of the air carrier liability damages to the passengers, baggage and goods and damages caused by delay'. [2]

By the time, the scope of aviation law had expanded, the Warsaw Convention had to be amended or added to update it to maintain its applicability up to date. As a result of that, the Warsaw Convention was amended and added with *Hague Protocol* of 1955, the *Guadalajara Convention for the Unification of Certain Rules Relating to International Carriage by Air Performed by a Person Other than the Contracting Carrier* of 1961[3], The *Guatemala City Protocol* of 1971[4], four amending protocols concluded in Montreal in 1975 namely; *Montreal Additional Protocol No.1*[5], *Montreal Additional Protocol No.2* [6], *Montreal Additional protocol No.3* [7] and *Montreal Additional Protocol No.4* [8], *The Montreal Inter-carrier Agreement in 1966*[9], and *IATA*[10] *Inter-carrier Agreement of 1995*[11]. Even though these amendments and additions were introduced, the function of the Warsaw Convention, 1929 was not satisfactory. Finally, the Montreal Convention of 1999 was introduced to overcome those shortcomings of the Warsaw Convention, 1929. The International Civil Aviation Organization (ICAO) intended to modernize the liability system of the Warsaw Convention to maintain consistency and uniformity of the international legal regime of air carrier liability. At present 'Warsaw System' regarding international air carrier liability, contained with the original Warsaw Convention 1929, as amended by Hague protocol (1955), Montreal Additional Protocol 1,2, and 4, and withstanding as supplemented by the Guadalajara Convention, 1966 is in the process. [12]

The Montreal Convention of 1999 replaced the entire Warsaw Convention eventually according to the Article 55 of the Montreal Convention. The main reason for the Montreal convention was the questions aroused by courts of several jurisdictions regarding the limitations of the liability for death or injury of passengers in the Warsaw System. Additionally , the ICAO intended to implement or restore a stable legal regime to govern the area of Air Carrier Liability which will be adopted by states world-wide. Even so, ICAO's intention was not successful, because states, which are facing aviation problems rapidly due to the lack of strong regulations and safety records related to aviation, have not ratified the convention. The main intention of the drafters of the Montreal Protocol was to adopt an international instrument that contained a similar approach which is in

1 As the most ratified convention in the field of private international law, 152 countries are party to the convention.
2 Pablo Mendes de Leon, 'Introduction to Air Law',10Ed., Wolters Kluwer, p.149
3 This amendment was considered as a supplementary convention to the WC29 because it raised a new subject matter creating a distinction between contracting carrier and actual carrier. It has been forced since 1 may 1964.
4 Even though Guatemala City Protocol is also an amendment to the WC29, it has not been come into force till now.
5 Montreal Additional Protocol No.1 (MAP 1) - Modified liability limits of WC29 into Special Drawing Rights of the International Monetary Fund (IMF)
6 Montreal Additional Protocol No.2 (MAP 2) - Modified liability limits of the WC29 as amended by Hague Convention into Special drawing Rights of International Monetary Fund.
7 Montreal Additional Protocol No.2 (MAP 3) - Modified liability limits of the WC29 as amended by Guatemala City Protocol into SDRs even though it has no practical relevance).
8 Montreal Additional Protocol No.2 (MAP 4) – modified liability limits of WC29 as amended by Hague Protocol into SDRs and created special provisions for the international carriage of cargo.
9 This is an agreement between International Air Transport Association (IATA) and US civil Aeronautics Board, increasing the liability limits for the passenger injury or death under the WC29, and also it created a regime of absolute liability.
10 International Air Transport Association
11 IATA introduced this agreement to grant opportunity to individual carriers to implement it as their existing conditions according to their legal regime.
12 Pablo Mendes de Leon, 'Introduction to Air Law',10Ed., Wolters Kluwer, p.152

the existing Warsaw Convention as amended by the protocols, and they also wanted to ensure and protect the applicability of the meanings of some particular terms interpreted by the courts in past years. When it comes to the Montreal Convention, most of the substantive terms are adopted by the Warsaw Convention. Because of that, interpretations of some cases related to the Warsaw Convention have been adopted while interpreting some terms of the Montreal Protocol, 1999.

This area of law has also been enriched by case law. There are numerous cases which have given different interpretations for the terms, especially under the Warsaw Convention. These interpretations have also been followed under the Montreal Convention, 1999 as case law.[13]

Therefore, in a case related to liabilities of air carriers over injury or death (accident) of passengers, loss of baggage and goods or liability of the manufacturer, the applicable law should be either the Warsaw Convention 1929 or the Montreal Convention 1999. But if it is deemed that the transportation falls outside the conventional international legal framework or if the two specific states have not ratified the same liability convention, the domestic law of those particular states could be applied.

According to Montreal Convention 1999, in any case related to carriage, if the country of origin or destination is a part of either the Warsaw Convention and other amending and supporting instruments for the Warsaw Convention or the Montreal Convention, 1999, the provisions of the Montreal convention will basically prevail.[14]

2. THE TERM 'ACCIDENT'

The wording of the Montreal Convention, 1999, is not severely different from the provision of the Warsaw convention of 1929; "damage sustained of the death or wounding of the passenger or any other bodily injury suffered by a passenger"[15], is the context in briefly at the Montreal Convention, 1999, as "damage sustained in case of death or bodily injury"[16], about compensable damages for passengers. According to Article 17 of the Montreal Convention, passenger or next of kin of the passenger; if the passenger is dead, have to prove that,

1. The damage was caused by an accident, and
2. That accident causes passengers death, wounding or any other bodily injury.

And also, if the damage had happened due to an accident, hence,

1. The facts of the case must establish whether there is an accident[17], and
2. There must be a constant link between the damage and the accident.

In Montreal convention 1999, there is no proper interpretation of the term "accident", but it has given rise to many judicial interpretations. Hence as Annex No.13 of ICAO; *an accident and incident investigation*, explains an accident as "... An occurrence associated with the operation of air craft which takes place between the time any person boards the aircraft with the intention of flight until such time as all such persons have disembarked in which: a) a person is fatally or seriously injured, b) the aircraft sustained damage or structural failure…".[18] However, in accordance with the case law, the definition of the ICAO convention has not used in private air law.

The meaning of the term 'accident' can make reference to myriad cases decided under the

13 Pablo Mendes de Leon, 'Introduction to Air Law',10Ed., Wolters Kluwer, p.152
14 Article 55, Montreal Convention, 1999
15 Article 17, Warsaw Convention, 1929
16 Article 17, Montreal Convention, 1999
17 Buckwalter v. USAirways, No.12-02586,2014 WL 116264 (E.D.Pa 13January 2014)
18 Annex No.13, Convention on International Civil Aviation Organization, 1944.

Conventions which had been developed criteria to identify it. Courts have been given different interpretations to this term, especially under the Warsaw Convention, 1929, and those interpretations have been followed in the many cases which are determined under the Montreal Convention, 1999.[19]

The most classical definition for the term 'accident' can be recognized as "an unexpected, unusual event or happening that is external to the passenger", decided by the United States Supreme Court in ***Air France v. Sacks case*** [20] under the Warsaw Convention,1929. The conventions' 'accident' is not necessarily related to the characteristics of air travel[21].[22] As specified in ***Air France case*** an accident must be 'external, unexpected or unusual event or happing' toward the passenger in the normal operation. In the ***Olympic Airways v. Husain*** case[23], the US Supreme Court reaffirmed the above decision of the ***Air France case***.

Hence, the event must be 'external, unexpected or unusual' to fall under the term 'accident', under the Article 17 of the Montreal Convention. There are number of cases, which provide examples for 'the unexpected and unusual event' under this definition. As decided in the case of ***Ugaz v. American Airlines***, a passenger fell off an inoperable escalator when she was moving up, has not constant any kind of accident under Article 17.[24] And also a passenger who got injured his foot because of hitting on an equipment implanted in aircraft as a result of public regulations was also concluded as not being engaged with an accident under the Montreal Convention, because that event was not unexpected and unusual. Although, as stated in ***Barclay v. British Airways*** [25], slipping, tripping or falling unless caused by a distinct event which is independent of the passenger, does not fulfil the requirements of an accident within the scope of article 17 of the Montreal Convention.[26] In accordance with those cases, to be considered as an accident it should be an event which happened distant to the passenger as an unexpected or unusual happening.

Moreover, the "behaviour of the crew"; can also be affected in relation to the establishment of an accident. According to the ***Fulop v. Malev Hungarian Airlines case*** [27], 2003, the employee's behaviour could not be capable of sustaining an accident, but in 2007, the opinion of that case was questioned and, in the case of ***Watts v. American Airlines[28]***, the court determined that there is a question whether the behaviour of the crew should be considered as an accident.

Considering which kind of behaviours of the crew should have been ruled as an accident under the Montreal conventional framework; A slip of a passenger, as a consequence of the presence of a discarded blanket bag on the floor of the aircraft was not considered as an accident as it could not identify as an 'unexpected' or 'unusual' event external to the passenger. Furthermore, the court determined that the crew had not violated the standards of care.[29] As the court concluded in ***Smith v. American Airlines***[30], being hit by a bottle that came out from the overhead

19 Pablo Mendes de Leon, 'Introduction to Air Law',10Ed., Wolters Kluwer, p.152

20 Air France v. Sacks 470 U.S. 392 (1985)

21 KLM Royal Dutch Airlines v. Morris EWCA Civ 790 (2001)

22 Noboush, E., Alnimer, R., 'Air carrier liability for the safety of passengers during COVID-19 pandemic', (19 August 2020), <https://www.ncbi.nlm.nih.gov/pmc/articles > - accessed in 25/07/2022.

23 Olymic Airways v. Husain 540 U.S. 644 (2004)- this case is about refusal of three continuous requests of a passenger with Asthma to re-seated can be considered as an event or happening under the ordinary definitions of accident.

24 Ugaz v. American Airlines 32 Avi.16,710 (2008)

25 Barclay v. British Airways EWCA Civ 1419 (2008)

26 Pablo Mendes de Leon, 'Air Law', 'Introduction to Air Law',10Ed., Wolters Kluwer, p.191

27 Fulop v. Malev Hungarian Airlines, 244 F,Supp. 2d 217 (S.D.N.Y. 2003) ,< https://law.justia.com/cases/federal/district-courts/FSupp2/244/217/2287867/ > accessed in 04.08.2022.

28 Watts v. American Airlines, Inc., 1:07-cv-0434-RLY-TAB (S.D. Ind. Oct. 10, 2007)

29 Rafailov v. ElAl Israel Airlines, 32 Avi 16,372 (S.D.N.Y. 2008)

30 Smith v. American Airlines, Inc., No. C 09-02903 WHA (N.D. Cal. Sep. 22, 2009)

bin, constitutes an accident as it is an unexpected incident which is occurred external to the passenger. Furthermore, as decided in the ***Aziz v. Air India case***[31], the 'carrier's failure to equip the aircraft with an 'Automate External Defibrillator' does not constitute an accident under the Montreal regime. The "imperfect response to medical emergencies", is also not considered as accident unless the response of the crew is not 'unexpected' or 'unusual'. As stated in the very recently decided case ***Sigh v. Caribbean Airlines***[32], the shortcomings of the crew could not support to identify an accident. However, even though these interpretations are there, the interpretations of these criteria could also vary and change based on airline policies, industrial standards and procedures, when qualifying an event as an accident.[33]

Moreover, as the court decided in ***Air France v. Saks case***; "When the injury is a result of the passenger's own internal reaction to the usual, expected and normal operation of the aircraft, it is not an accident within Article 17 of the Warsaw Convention, 1929 as amended",[34] hence the neglected behaviour of the passenger will not consider as unusual and unexpected moments which establish an accident.

When contemplating the application of article 17, the plaintiff should have provided proof of the facts leading to an accident. However, Article 17 has not necessarily required the plaintiff to provide exact facts of the event to prove there was an accident and it caused the particular injury. Hence, it will be enough if the passenger can give facts that the injury was caused by an unexpected or unusual happening which is external to the passenger.[35] It means the conventional 'accident' does not have to contain a sole cause for the passenger's death or injury. 'Any injury could be the outcome of a chain of causes', and the courts only require, that passenger to be able to authenticate a link of the chain, which was unexpected and unusual event which was external to the passenger.

3. DAMAGE MUST BE SUSTAINED WITH DEATH OR BODILY INJURY

To claim under article 17, the plaintiff must also prove, "the damage must be sustained with a case of death or bodily injury". The damage which happened due to the accident should be a bodily injury or a death. Even though the conventions have not interpreted these terms there are case laws that decided which type of injuries will consider as injuries under this law. The term 'death' is not unclear, but the disappearance of people causes to give it a different interpretations and standards in the local legislations. In the very recent incident; the disappearance of Malaysian Airlines Flight MH370, this problem has arisen and the Malaysian Government declared that all the passengers are deceased to avoid the uncertainty.[36]

The term 'bodily injury' in the Montreal Convention is the most complex word, which was replaced by the wording; "wounding or any other bodily injury suffered by the passenger" of the Warsaw Convention, 1929, This term has been differently interpreted by many cases. Even though, "mental injuries" are not mentioned in both conventions, courts have identified mental injuries apart from physical injuries in the meaning of the term 'bodily injury'. As decided in the ***Zicherman v. Korean Airlines***[37] case, the "Warsaw Convention only intended to compensate 'legally cognisable' harms which determination must be made under the national law". [38] The mental injuries are also

31 Aziz v. Air India case, 658 F. Supp. 2d 1144.
32 Sigh v. Caribbean Airlines
33 Pablo Mendes de Leon, 'Air Law', 'Introduction to Air Law',10Ed., Wolters Kluwer, p.191
34 Air France v. Sacks 470 U.S. 392 (1985)
35 Air Link Pty v. Paterson, NSWCA 251 (2009)
36 Pablo Mendes de Leon, 'Air Law', 10Ed., Wolters Kluwer, p.191
37 Zicherman v. Korean Airlines Co. 516 U.S. 217 (1996)
38 The term bodily injury under article 17 of Warsaw Convention rely on the more flexible term 'lesion corporelle', which was original term in the language in which the Warsaw Convention was drafted.

not compensable under the Montreal Convention unless those injuries are caused as a result of a physical injury.[39]

When considering what types of injuries could be considered as bodily injuries, commonly international conventions do not clearly state what those are. But according to the Merriam-Webster Dictionary, legal definition for bodily injury is "Any damage to a person's physical condition including pain or illness".[40] So under the Montreal Convention an illness could also be taken into account to 'bodily injuries'. Also, there are some cases like having Asthma[41] while travelling by the air craft, and calling for medical assistance for chest pains which are as considered as injuries in the cases related to air carrier liability for passengers.

Hence, to claim compensation under article 17 plaintiff has the burden of proof to prove that there is an injury which is damage to the physical body which indicating pain or illness which is considered as a bodily injury. – not clear

4. THE PLACE OF ACCIDENT

Furthermore, to establish air carrier liability for bodily injury or death of a passenger caused by an accident, the passengers must prove the place accident took place within the period of air carrier has the liability. As in the Montreal Convention as well as the Warsaw Convention, Article 17, the accident should be taking place when the passenger on board the air craft or in the course of the operations of embarking and disembarking.[42] According to the convention, other than that carrier will not be liable for the death or injuries of the passengers due to an accident. However, these terms also have been not defined or interpreted by the Montreal Convention and open up the gate to judicial interpretation[43]. For the air carrier to be liable, firstly we should consider 'when does the operations of embarking start and operations of disembarking ends'.[44]

As conventions have not interpreted these terms, cases related to both Warsaw and Montreal Conventions have been discussed and interpreted these terms extending the area to the outside of the aircraft by introducing several tests. Under the Warsaw regime the US Supreme Court has introduced a test in ***Day v. Trans World Airlines Case*** [45] while interpreting the phrase 'operation of embarking'. It decided that article 17 refers to: 'course' means: moving in a certain direction, the act of moving forward, 'operations' means: a series or course of acts to affect a certain purpose, 'embarking' means: to go aboard. Also court had introduced eleven steps that every passenger has to follow before boarding the aircraft. This have been included with all the activities done by passenger; from presenting their tickets at the checking desk acquiring boarding passes, baggage check-ups securing an assigned seat number from the airline, passing the passport and currency control; until getting on to the aircraft.[46] Also court ruled another test based on the nature of the activity the passenger is engaged, to regulate whether the passenger has been going through the 'process of embarking', by considering the 'passenger's activity at the time of the injury', 'the activity of the passenger when injured', and lastly 'to which extent the carrier was exercising control or should have exercised control' in the case of ***McCarthy v. Northwest Airlines***.[47]

39 Doe v. Etihad Airway, P.J.S.C. No 16-1042, 6th Cir, (30 August 2017)
40 https://www.merriam-webster.com/legal/bodily%20injury#
41 Hipolito v. North west Airlines, Inc., No. 00-2381,2001 WL 861984(4th.Cir.31 July 2001)
42 Article 17, Montreal Convention, 1999
43 Noboush, E., Alnimer, R., 'Air carrier liability for the safety of passengers during COVID-19 pandemic', (19 August 2020), <https://www.ncbi.nlm.nih.gov/pmc/articles > - accessed in 25/07/2022.
44 Prager S., 'Pioneering passengers' rights: legislation and jurisprudence from the aviation sector.', ERA Forum.(2011)
45 Day v. Trans World Airlines Inc., 393 F. Supp.217 (S.D.N.Y.1975)
46 Day v. Trans World Airlines Inc., 393 F. Supp.217 (S.D.N.Y.1975)
47 McCarthy v. Northwest Airlines Inc., 56 F 3d. (1995), 313,317.

Even though the Montreal regime also recognized that the damage must happen during the process of embarking or disembarking, it does not provide a proper definition for those terms. But the case law under the Montreal Convention has been interpreted these terms. According to the case laws under Montreal legal framework, courts have been introduced to follow some factors to understand whether the passenger had embarked. As determined in ***Hunter v. Lufthansa and Etihad Airlines*** [48] 'the activity of the passenger at the time of the accident', 'the restrictions on their movement', 'the imminence of actual boarding', and 'the physical proximity of the gate' are the factors that should be focus on when deciding that. Apart from this case, there are many cases that identify this term from different perspectives.

When clarifying the process of embarking, 'the facts and circumstances are more important'. In ***Okeke v. Northwest Airlines*** [49]case, a passenger who was attempted to get into the flight missed it due to an argument about the charges for luggage determined as be in the process of embarking. However, a passenger in a common airport area without a boarding pass does not indicate an embarkation. Moreover, accidents arise in the baggage claim area released from the interpretation of the disembarkation according to the ***Fedelich v. American Airlines***.[50] Apart from these cases courts have decided a passenger who got injured while using escalator between boarding gates did not count as embarking because it was not sufficiently distant from the boarding gates.[51] But, a passenger who got injured from inoperable escalator after exiting the aircraft, and also while proceeding to the customs, was decided as a process of disembarking under the Montreal convention.[52]Also an injury happened on the moving walkway could not compound in to the process of embarking due to the distance between the act and disembarkation process.[53] A passenger who got arrested on the conveyer belt because of carrying his gun was counted in the disembarking process under the Montreal Convention. [54]It is evident from the above judgements; that courts have widely interpreted the term 'process of embarking and disembarking' under the Montreal Convention from considering facts and external circumstances and ordinary proceedings followed by air carriers and airports.

5. EXONERATION OF AIR CARRIERS LIABILITY

In the aviation law, although passengers could claim for air carrier liabilities for an injury or death, relevant conventions provide some protection for air carriers to exonerate them from liability depending on the nature of the liability. Although, the air carrier liability is a 'presumed- fault liability' under the Warsaw Convention, under the Montreal regime it is a first-tier 'absolute or strict liability' and second-tier 'presume-fault liability'. Hence, according to the Warsaw Convention carrier can defend himself by proving that, the carrier and his agents have taken all the necessary measures to prevent damage or it is impossible to take such measures for them,[55] and if the damage was caused by or contributed by the negligence[56] of the plaintiff[57]. Later, the Warsaw framework was modified by Montreal Convention in 1999 while

48 Hunter v. Lufthansa and Etihad Airlines 863 F. Supp. 2d 190 (E.D.N.Y. 202)

49 Okeke v. Northwest Airlines, No. 1:07CV538, 2010 WL 780167 (M.D.N.C.2010)

50 Fedelich v. American Airlines , 724 F.Supp. 2d. 274 (D.P.R. 2010)

51 Dick v. American Airlines 476 F. Supp. 2d 61 (D Mass 2007)

52 Ugaz v. American Airlines 576 F.Supp. 2d 1354 (S.D. Fla 2008)

53 Boyd v. Deutsche Lufthansa AG, No. Civ A.14-1260, 2015 WL 3539685 (E.D. La 2015)

54 Seales v. Panamian Aviation, Case No. 7-CV-2901, 2009 WL 395821 (E.D.N.Y. 2009)

55 Article 20 (1), Warsaw Convention,1929- provides that 'The carrier is not liable if he proves that he and his agents have taken all necessary measures to avoid the damage or that it was impossible for him or them to take such measures'

56 Chutter v. KLM Royal Dutch Airlines, 132 F. Supp.611 (S.D.N.Y. 1955)- held the carrier not liable as the passenger's injury was caused by her negligence in ignoring the carrier's 'Fasten seat belt' sign resulting in her falling out of the aircraft injuring her leg.

57 Article 21, Warsaw Convention, 1929.

providing the same protection as Warsaw regime. Apart from the defence of contributory negligence of the passenger[58], Montreal Convention has introduced a new protection that carriers could be exonerated from the liability; which is 'if the damage happened solely due to the negligence or wrongful act or omission of a third party", based on tier two of the carrier's liability.[59] So under the Montreal Law there are three defences available for the air carrier.

Prior to the adoption of the Montreal convention, 1999, the Warsaw Convention provided limited liability on air carriers for injury or death of the passenger. Article 22 of the Warsaw convention limits an airline's liability to 125,000 francs; approximately $8300. As it was a low amount of compensation, it caused controversy among member states because an injured passenger could have received millions of dollars as compensation under domestic laws for the accidents.

Even though the Hague Protocol of 1955 has increased the limitation on liability, most of countries including the United States were not satisfied with the increased amount and again with the Montreal Protocol, 1966, the amount was increased to $75,000 limitation.[60] However, with the adoption of two tiered structure in the Montreal Convention of 1999, air carriers had to submit to "strict liability"[61] in compensation for injuries and death of the passengers. According to the two-tiered liability, firstly an air carrier is strictly liable for up to 100,000 Special Drawing Rights; approximately $140,000 for injuries or death of a passenger[62]. The only defence for the carrier for this absolute liability is the contributory negligence[63] of the passenger. But if it exceeds the 100,000 SDR ($140,000), the carrier can be liable for unlimited amounts. However, if the claims exceed 100,000 SDR ($140,000), carrier can use the defence that the damage was not happened as a result of negligence or a wrongful act or omission of the carrier or its servants or agents, or due to the circumstances out of the carrier's control.[64]

58 Article 20, Montreal Convention, 1999.
59 Article 21 (2)(b), Montreal Convention, 1999.
60 This increased limit was only applied to the flights going to and from the United States.
61 Article 21 (1), Montreal Convention, 1999.
62 Article 21 (1), Montreal convention,1999.
63 Article 20, Montreal Convention, 1999.
64 Article 21 (1),(2), Montreal Convention 1999.

6. CONCLUSION

As International Civil Aviation has been continuously developing within the last century, the air carriers' liability over the death or injury of a passenger also has developed to great extent. Even though some lacunas have been raised in relating to the interpretation of terms of conventions, this area of law has been modified and enriched with numerous case laws. The Montreal Convention as the latest available legal regime in relation to civil aviation has covered and introduced new legal standards to develop the contemporary international legal arena.

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