

pound sterling in terms of the Swiss franc had since declined by as much as 40 per cent. Miliangos related to a contractual obligation; here the creditors' right was no longer contractual but statutory. This, as well as simplicity and convenience, were sufficient reasons to distinguish Miliangos.

#### INTERNATIONAL FINANCIAL LAW - AIR LAW - TREATIES

In Franklin Mint Corporation v. Trans World Airlines 22 ILM 92 (1982) the Court was called on to interpret article 22 of the Warsaw Convention which limits an airlines liability in terms of Poincaré franc, a unit of account consisting of a specified weight of gold. Because the official price of gold had been abolished in 1978, there were four alternatives in converting the liability limit: the last official price of gold; the free market price; the SDR (a unit of account established by the IMF valued in terms of a weighed basket consisting of the U.S. dollar, the pound sterling, the Japanese yen, the French franc and the West German deutschmark), or the exchange value of the current French franc. In the view of the U.S. Court of Appeals (Second Circuit) there were powerful arguments against each of these alternatives. For the purposes of this case the court adopted the official price of gold; however it observed that it did not have the authority to select a unit of conversion for future judgements. This was a political question not appropriate for the court. Therefore the limits of liability under the Warsaw Convention would be unenforceable in relation to events creating liability from 20 December 1982. A stay has been granted pending consideration by the Supreme Court of a petition for appeal. The U.S. District Court for the Northern District of Illinois Eastern Division, in selecting the last U.S. official price of gold - \$42.22 cents per oz, did not follow the decision in Franklin Mint: Deere v. Lufthanza 22 ILM 82 (1983).

#### INTERNATIONAL TRADE - BOYCOTT - VALIDITY OF U.S. EXPORT CONTROLS

In Briggs and Stratton Corporation v. Aldridge 539 F.Supp.1307 (1982) the plaintiff unsuccessfully challenged the constitutionality of the U.S. anti-boycott laws contained in the Export Administration Act, 1979. The plaintiff alleged that it had been black listed because it failed to correctly answer a questionnaire from the Arab league. Violation of the boycott provisions in the Act involve both civil and criminal penalties.

#### ADMINISTRATIVE VETO UNCONSTITUTIONAL

Further to our casenote in [1983] Australian IL News 4, a report of the decision has now been made in (1983) 51 U.S. Law Week 4907, and a casenote in (1983) 57 ALJ 545; where the learned editor makes some comparison with Tasmania v. Commonwealth, the Dam Case 57 ALJR 450 (1983).