FORTY-THIRD ORDINARY SESSION

In re GRASSHOFF (Nos. 1 and 2)

Judgment No. 402

THE ADMINISTRATIVE TRIBUNAL,

Considering the complaint brought against the World Health Organization (WHO) by Mr. Hans Dietrich Grasshoff on 2 June 1978, the WHO's reply of 27 September, the complainant's rejoinder of 19 January 1979 and the WHO's surrejoinder of 16 February 1979;

Considering the second complaint dated 5 June 1978, the WHO's reply of 27 September, the complainant's rejoinder of 28 January 1979 and the WHO's surrejoinder of 16 February 1979;

Considering the WHO's communication of 19 September 1979 in reply to a request made by the Tribunal on 18 September and the complainant's observations of 1 October 1979;

Considering the complainant's communications of 28 December 1979 and 8 January 1980 and the WHO's observations of 9 January1980;

Considering Article II, paragraph 5, of the Statute of the Tribunal, WHO Staff Regulation 1.2, WHO Staff Rules 720 and 930.5 and the Rules Governing Compensation to Staff Members in the Event of Death, Injury or Illness Attributable to the Performance of Official Duties on behalf of the WHO;

Considering that the two complaints should be joined to form the subject of a single decision;

Having examined the documents in the dossier, oral proceedings having been neither applied for by the parties nor ordered by the Tribunal;

Considering that the material facts of the case are as follows:

A. The complainant served as a physician on the WHO staff from 1959 to 1971 in several posts in south-east Asian countries. While he was on a mission to East Pakistan (now Bangladesh) a bomb explosion in Dacca on ll August 1971 caused injury to his head and spine and as a result he had to spend a long time in hospital and stop work for over a year. On 1 February 1973 he was transferred to headquarters in Geneva. He remained there until 30 June 1977, when he reached the age of 60 and retired.

B. For his injury he was awarded lump-sum compensation amounting to 6,163 United States dollars for permanent partial disability estimated at 10 per cent. By a decision dated 25 November 1977 and notified to the complainant on 30 November the Director-General granted him an additional payment of $2,837 as compensation for a deterioration in his condition which increased the degree of his disability to 30 per cent. On 18 December 1977 the complainant objected to the method of computing the amount of additional compensation, and his appeal forms the subject of his second complaint. On 23 January 1978 he asked the Director-General to pay him 355,000 Deutschmarks as compensation for loss of earning capacity or else to employ him for another five years from the age of retirement. The Advisory Committee on Compensation Claims heard that claim and, on the Committee's recommendation, the Director-General dismissed it on 15 March 1978. That is the final decision impugned in the first complaint.

C. In that complaint the complainant contends that the WHO was quite aware of the dangers of living in Dacca when it ordered him to resume duty there in July 1971. It therefore bears full liability for the consequences of his injuries, including loss of earning capacity. Since he joined the WHO at the age of 40½ he is entitled to only two-thirds of the amount of a full retirement pension and, because of his family circumstances, he has only 950 Deutschmarks a month with which to maintain himself, his wife and his daughter. Since his condition prevents him from doing more than six hours' work a day, his applications for several posts as medical consultant in the Federal Republic of Germany have been unsuccessful, and he is quite unfit for medical practice. He has had to make do with employment which brings him DM 42,900 a year, whereas the average yearly net earnings of a doctor accredited to a sickness fund in his country are DM 114,000. That is what, but for the accident, he would now be

earning. The rules on service-incurred accidents which were applied to his case cover only accidents which may occur in ordinary circumstances and indeed all staff members must incur the risk of such accidents, but the circumstances of his own case were quite extraordinary and the WHO was grossly negligent in wittingly exposing him to the serious dangers of the civil war caused by the secession of East Pakistan. The complainant takes the view that the decision to grant him no compensation whatsoever for the loss of earning capacity is at variance with the rules establishing and putting into effect the WHO's scheme for compensation of service-incurred accidents and occupational diseases. Those rules, which are appended to the complaint, lay down the principle that compensation shall be paid for loss of earning capacity from which a staff member is suffering when he leaves the WHO.

D. In the claims for relief in his first complaint the complainant asks the Tribunal to order the WHO to pay him DM 373,987 as damages for loss of earning capacity between the ages of 60 and 65. That sum is calculated on the basis of a doctor's average yearly earnings in the Federal Republic (DM 114,000). To the sum of DM 57,000 payable in respect of the period of six months during which he remained unemployed after retirement is added the sum of DM 316,987, which represents the difference between a doctor's average earnings and his own actual earnings from his employment over the last four-and-a-half years. Alternatively, if the WHO prefers, it may reinstate him in his former post and employ him up to the age of 65.

E. In its reply the WHO cites paragraph 11 of the Rules Governing Compensation to Staff Members in the Event of Death, Injury or Illness Attributable to the Performance of Official Duties on behalf of the WHO. According to that paragraph, any staff member who suffers from continuing partial invalidity affecting his professional ability when he leaves the service of the Organization is entitled to such proportion of the disability pension provided for in paragraph 10 (total invalidity) as corresponds to the degree of his invalidity. Paragraph 12 relates to the assessment of the degree of invalidity, and paragraph 13 to the adjustment of a salary in the event of the reinstatement of the staff member in a United Nations organisation. Paragraph 14 lays down the compensation payable for loss of function. That is all the rules say. The pension payable by the Pension Fund, the amount of which depends on the level of salary during years of service and on duration of service, is the only social security benefit which, on retirement, a staff member may claim under the Staff Regulations and Staff Rules. In particular, the WHO is under no duty to compensate a staff member on retirement for loss of earning capacity. The Organization contends that there was nothing irresponsible about ordering the complainant to resume duty in Dacca in July 1971. On 21 June 1971 it had been informed by the permanent representative of the United Nations Development Programme (UNDP) that the Secretary-General of the United Nations had agreed to the Government's request that all United Nations experts should resume duty in East Pakistan. The rule is that experts remain at the duty station for as long as is appropriate in view of the security measures taken by the host government and the arrangements made by the United Nations Secretary-General to facilitate their work. The WHO argues that to establish its quasi-tortious liability, the complainant must prove that by some act or omission it showed wilful or negligent disregard of the consequences. But it did not. Lastly, although a staff member's appointment may indeed be extended until he reaches the age of 65, the decision is a matter for the Director-General's discretion. The complainant's claim for a lump-sum payment of DM 373,987 is excessive. In the first place, if he were awarded a life annuity in compensation for partial invalidity causing a 25 per cent reduction in earning capacity, it would amount to $6,830 a year, or a sum equivalent to an actuarial lump-sum payment of only $74,628. Secondly, if the Tribunal awarded the complainant damages for invalidity, it would be for the Director-General to decide whether the damages should be paid in the form of a lump-sum or an annuity, and the amount would have to be calculated in accordance with actuarial equivalents.

F. In his rejoinder the complainant continues to maintain that the WHO was at fault in forcing him to go back to Dacca. Because of hostilities the Government of Pakistan was unable to ensure the safety of experts. It was only after a visit lasting a few hours that the permanent representative of the UNDP concluded that the general state of affairs was normal. The WHO was under a duty to satisfy itself that there were no risks for its expert, particularly since it had itself actually drawn his attention to the danger, which, from press and other reports, was in any case a matter of public knowledge. The WHO was also negligent in failing to take out special accident insurance for experts exposed to unusual risks. Moreover, the complainant was engaged in the campaign against malaria and it was quite obvious that he could not work properly in 1971, so that he was sent into danger for nothing. The Rules on compensation cover only ordinary risks, and the WHO ought to have given effect to Resolution No. 97 adopted by the First World Health Assembly which recommended providing broader insurance for dangerous assignments. The WHO failed to do so. The complainant concludes that the rules do not really cover his case. The WHO is under a duty to compensate him for the injury he suffered because of its serious negligence in heedlessly sending him to Dacca. It admits that the Director-General is authorised to employ him up to the age of 65 and he fails to see why, in view of his competence, which no one denies, it does not merely consent to employ him. That would cost it

nothing and discharge in full its obligations towards him. He presses his claim for reinstatement and says that if he obtained a post the amount of damages he claims would be reduced so as to compensate him only for unemployment during the period since he retired. Lastly, he will not otherwise consent to any reduction in the amount of damages he is claiming: the amount is small since it is equivalent merely to the average earnings of an accredited doctor over five years; but, more important still, it is compensation for the consequences of the WHO's serious negligence.

G. In its surrejoinder the WHO repeats its contention that the decision to send the complainant back to Dacca was not arbitrary, but based on a report received from those on the spot and on a recommendation from the UNDP. It fully realises that expert missions may be hazardous and that indeed is why the compensation scheme was introduced. But, even if it had been negligent and irresponsible - as the complainant believes it was - that would make no difference: the Staff Regulations and Staff Rules make no provision for the payment of compensation for the consequences of the WHO's negligence. The benefits provided for under the compensation scheme for staff members suffering from invalidity or loss of function are generous enough. Moreover, despite the accident the complainant was fit to continue to serve the WHO normally until the age of retirement.

H. The Advisory Committee on Compensation Claims found that as a result of the injury he had sustained in Dacca he was suffering from 10 per cent impairment of function in the cervical and lumbar regions, as had appeared from the findings of a medical examination carried out at the end of 1972. On 1 February 1973 the complainant was awarded, as is said in B above, lump-sum compensation amounting to $6,163. On 30 November 1977, five months after he had retired, the WHO informed him that his state of health had been reviewed by the Advisory Committee on Compensation Claims and that the Committee had concluded, in view of the deterioration in his condition, that he was now suffering from 30 per cent impairment of function. He would be paid further compensation amounting to $2,837, calculated in accordance with the rules in force at the date of the accident. The complainant was astonished that the amount should be so small, and on 18 December 1977 asked for an explanation. In a reply dated 9 January 1978 he was informed that the calculation had been made as follows: the sum of $6,163, which had already been paid to him, had been deducted from the amount of the compensation which he would have received in 1973 had his invalidity then been determined at 30, and not 10, per cent. The complainant wished to appeal and wrote to the secretary of the headquarters Board of Inquiry and Appeal. The secretary informed him that he should appeal to the Tribunal directly.

I. In his second complaint the complainant contends that the method of calculation indicated in the letter of 9 January 1978 was wrong and illogical. It is only reasonable to apply the schedule in force at the time when the accident occurred in determining the degree of invalidity which it caused. But his own case is different: four-and-a-half years after the original assessment the degree of his invalidity was found to be 20 per cent greater, the reason being that during that period his condition had grown worse. Since 1975, owing to the decline in the value of the United States dollar, the schedule had been adjusted, and benefits are now expressed as percentages of pensionable remuneration, which, in turn, has been adjusted to the cost of living. What should have been applied was the schedule in force at the time when his condition was found to have deteriorated. There is nothing in the WHO Manual which precludes that logical method of calculation.

J. The complainant accordingly asks the Tribunal to order that the additional 20 per cent loss of function should be compensated according to the schedule of 15 December 1975.

K. In its reply the WHO argues that lump-sum compensation for "permanent loss of a member or function"(Section III, paragraph 14, of the Rules on compensation) has to be distinguished from an invalidity benefit in the form of an annuity. The lump-sum benefit constitutes a final settlement which cannot later be adjusted even if, for example, a loss of function is partly diminished. Accordingly, the WHO is justified in taking a restrictive attitude towards a claim for an increase in the lump-sum benefit even if medical reassessment reveals that the impairment of function has increased since the payment of that sum. That is why the WHO recalculated the amount of the lump sum on the basis of the schedule in force at the time of the accident.

L. In his rejoinder the complainant observes that, in recalculating the lump sum on the basis of that schedule, the WHO merely followed the rules of the accident insurance scheme with which it is itself insured, even though it was not obliged to do so by any provision of its rules relating to compensation for loss of function. That recalculation would have been correct had a mistake been made in 1973, and had the degree of invalidity been 30 instead of 10 per cent at that time. But in fact it is wrong, because the determination of 10 per cent invalidity was correct in 1973: what happened was that his condition steadily deteriorated until 1975. The result of the incorrect calculation

is that he originally received 23,420 Swiss francs as compensation for 10 per cent invalidity and only 6,298 Deutschmarks in 1977 for the further 20 per cent invalidity. The WHO is mistaken in contending that it is a matter of adjusting the amount of the lump sum originally paid. The Advisory Committee itself recommended paying him "a supplementary amount of compensation" for loss of function. It is thus a matter of paying further compensation, not of adjusting the original amount. The correct procedure would therefore be to deduct the amount paid in 1973 from the amount calculated on the basis of 30 per cent invalidity in 1977.

M. In its rejoinder the WHO maintains that the increase of a lump-sum benefit as a result of the reassessment of loss of function is an exceptional procedure and that it was therefore justified in taking its restrictive approach.

N. In accordance with Article 9.2 of the Rules of Court the Tribunal requested the WHO on 18 September 1979 to file an additional statement explaining what bearing the motor accident in which the complainant was involved while on service on 17 February 1968 had had on the chronic invalidity from which he was suffering by reason of the accident of 11 August 1971. In its reply the WHO supplies copies of the medical reports relating to the two accidents and states that account was taken of their sequelae in determining the degree of the complainant's invalidity both in 1973 and 1977. The complainant finds that statement misleading since the two assessments were made after the second accident and it is therefore impossible to tell to what extent his invalidity was caused by the first accident. In his view that should be determined by comparing the medical report made after the first but before the second accident with the medical report made after the second one. Only the findings which are common to both reports are attributable to the first accident. The sequelae of that accident were benign since no degree of invalidity was then found and he was still 100 per cent fit to perform his subsequent duties.

O. By a letter dated 28 December 1979 the complainant informed the Tribunal that since 1 November he had been employed as a house physician in a clinic and working 30 hours a week at a monthly salary of DM 3,600. He concludes that since l November his yearly income has been DM 300 higher than the figure he gave in his complaint. He therefore reduces the amount of his claim by DM 900.

CONSIDERATIONS:

1. It is a fundamental principle of every contract of employment that the employer will not require the employee to work in a place which he knows or ought to know to be unsafe. Staff Regulation 1.2, which provides that all staff members are subject to assignment by the Director-General to any of the activities or offices of the Organization, is to be read subject to this principle. If there is doubt about the safety of a place of work, it is the duty of the employer to make the necessary inquiries and to arrive at a reasonable and careful judgment, and the employee is entitled to rely upon his judgment. It is unnecessary in this case to consider whether and in what circumstances an employee may refuse to accept an order to work in an unsafe place. It is sufficient to say that, if he accepts the order, as prima facie he is bound to do, and the employer has failed to exercise due skill and care in arriving at his judgment, the employee is, subject to any contrary provision in the contract, entitled to be indemnified in full against the consequences of the misjudgment.

2. This principle is to be applied with due regard to the nature of the employment. In some employments there are unavoidable risks. A doctor may have to risk infection and a soldier or a policeman to risk bombs. The question in each case is whether the risk is abnormal having regard to the nature of the employment. In a case such as the present a reasonable test (though this is only one possible criterion) might be to consider whether an insurance company could, because of the civil war in East Pakistan (as Bangladesh then was), properly demand an additional premium for cover against the risk of injury in Dacca. If so, the risk would be abnormal. It might be quite a sensible risk for a man to take who had a sufficient motive for taking it. But an employee is not obliged to run abnormal risks for the benefit of his employer, at any rate unless he is given insurance cover. The employee does not have to show that he was being asked to do something foolhardy. It is unnecessary for the complainant to suggest, as he does in the dossier, that the order to return to Dacca in July 1971 was irresponsible. It was not, except in the sense that it may be irresponsible to require a staff member to return to a high risk area without offering him full insurance cover. Certainly, it might be said to be irresponsible for a man with dependants, such as the complainant, to go to Dacca without full insurance cover.

3. On the facts of this case the Tribunal considers that the order of 8 July 1971 which required the complainant to return to Dacca was one that carried with it an abnormal risk in respect of which he was entitled to be indemnified. He was employed in the branch concerned with malaria eradication and did not therefore by the nature of his employment accept the risk of hostilities in an area of civil war. Because of the civil war the staffs of international

organisations generally were evacuated in March and April 1971. In June the WHO representative made a brief visit to Dacca during which he found conditions to be normal. Senior officials of the Government of East Pakistan, who were not perhaps entirely unbiased, also expressed the view that the situation in Dacca was normal. On 21 June the Secretary-General of the United Nations agreed to the return of experts to East Pakistan but without dependants. On 1 July a bomb explosion injured an FAO driver and there was a report that a power station in Dacca had been blown up. On 6 August, about a fortnight after his return, the complainant was injured by a bomb dropped on the hotel in Dacca which he was visiting in the course of his duties.

4. The order of 8 July requiring the complainant to return to work was given by the Regional Director. The reasons for his decision do not appear in the dossier. If he decided that the risk was no higher than normal, he must, in the light of the above facts, have applied the wrong test. The risk of injury by hostile action was no greater for the complainant's dependants than it was for himself. The fact that their return was not authorised is sufficient by itself to show that the risk was abnormal.

5. Staff Rule 720 states:

"A staff member shall be entitled to compensation in the event of illness, accident or death attributable to the performance of official duties on behalf of the Organization, in accordance with rules established by the Director-General."

The scheme established by the rules (which are to be found in annex E of section 7 of the Staff Manual) does not purport to provide a complete indemnity. For example, the lump-sum payment for the loss of enjoyment of both eyes, i.e. total blindness, is fixed at twice the annual salary. Likewise, the compensation for a total loss of earning capacity is fixed at two-thirds of the annual salary and, according to the Organization, comes to an end at 60, that being the normal age for retirement.

6. The Organization contends, and the complainant disputes, that, even in cases where the Organization is at fault, the compensation is limited to the sums provided under this scheme. The Tribunal does not accept this contention. Rule 720 is contained in a section on social security which deals with benefits provided for the staff member; it should not be interpreted as a clause limiting the Organization's liability in the event of breach of contract. The compensation appropriate to a breach of contract is indemnification for loss actually incurred as a result of that particular breach; it cannot, unless the contract expressly so provides, be settled according to a general tariff.

7. In advancing this contention, the Organization relies in particular upon paragraph 4(a) of the Compensation Rules. The scheme created by the rules is not a general insurance against accidents, but only against those which are "deemed to be attributable to the performance of official duties". Paragraph 4(a) cites as an example of this "illness, injury or death resulting directly from particular hazards to the staff member's health or safety to which he was exposed solely as the result of his assignment by the Organization to an area in which these hazards existed". In the opinion of the Tribunal this refers to hazards within the contract, i.e. those which as noted in paragraph 2 above are inherent in the nature of the employment. It cannot be interpreted as empowering the Director-General to require the staff member to accept risks outside the contract; a subparagraph in a compensation scheme would not be the appropriate place for that.

Compensation

8. It is therefore necessary for the Tribunal to assess the appropriate compensation. At the time of the incident on 11 August 1971 the complainant was aged 54. The explosion knocked him unconscious and he sustained injuries on the head, neck and back. He was taken to hospital in Dacca and then to a nursing home in Bangkok. His injuries were there diagnosed as a haematoma over the left occipital bone, bruises over the entire back, strains of the neck and the lumbar region of the back, concussion, post traumatic shock and probably herniation of an inter-vertebral disc. He was granted sick leave which he spent in the Federal Republic of Germany, his country of origin. By letter dated 17 July 1972 from the Chief of Personnel he was told that as a result of the latest medical report he was "considered fit to resume duty effective 1 July 1972 on condition that this entails no travel". (Other conditions were that he should at first be engaged on sedentary work at a duty station where adequate medical facilities were available and that subsequently field work should not involve frequent travel by jeep or on rough tracks.) The Chief of Personnel said that he had endeavoured to locate a post which would accommodate the above limitation but had not been successful. He offered the complainant the choice between a termination with indemnity under Staff Rule 930.5 and a year's leave without pay, during which time an exhaustive search would be made for a suitable

assignment, although it would not be an easy task. The complainant did not make the choice but went to Geneva where he saw the Deputy Director-General who took a more liberal view of the situation. As a result he was sent to do training courses in tropical medicine and on 1 February 1973 he was assigned to a post at headquarters under the Director Malaria and Other Parasitic Diseases. On 31 January 1973 the Director JMS (Joint Medical Service) reported him as having a 10 per cent permanent partial incapacity due to loss of function in the cervical and lumbar regions.

9. In 1975 the complainant felt that his health was becoming worse and he asked the Director JMS for another medical examination. He was told that, as he was receiving his full salary, this would not be of much use, but that he would have a medical examination on retirement. It appears that during 1976 he was not working for more than six hours daily and the Director JMS recorded that the complainant had submitted a proper medical certificate to show that he had an incapacity of 25 per cent. He was in hospital for treatment from 25 July until 4 September 1976 and again from 29 March until 6 May 1977, on 17 and 19 May 1977, just before his retirement, he was given a final examination by the Medical Service, which reported as follows:

"(1) lumbar pains with partial blockage of lumbar column in extension: (according to evaluation made in 1972) no change;

(2) headaches and neck pains with sequelae of disc lesion between atlas and axis on the right, Marked paraesthesia in upper limbs;

(3) sequelae of brain concussion with subsequent diagnosis of latent diabetes necessitating a low-carbohydrate diet and marked disturbances of libido in a man aged 60 years;

(4) hypotrophy of the gluteal muscles with difficulty in maintaining a seated position, muscular fatigability and sphincter weakness."

The Medical Service concluded that the combined effect of these four conditions was 30 per cent of a total permanent disability and this conclusion was accepted by the Director- General. On 30 June 1977 the complainant retired at the age of 60.

10. The complainant did not join the Organization until he was 40 with the result that on retirement he received only two-thirds of the full pension. Before joining the Organization he had been fully trained as a general practitioner in West Germany and he intended to go back into general practice at least until he was 65. In West Germany about 30 per cent of practising doctors are between the ages of 60 and 69. Before he retired the complainant applied to the Institution which admits physicians to insurance practice; he was rejected because of his incapacity to work more than six hours daily and his need for an annual treatment of six weeks. The average weekly hours of a West German practitioner are 56.8 and in relation to that the complainant had a working capacity of only 52 per cent. During the remainder of 1977 he applied unsuccessfully for various other jobs. Eventually on 16 January 1978 he accepted a part-time post with a 30-hour working week as an assistant medical officer at a clinic at an annual salary of 42,900 Deutschmarks. The average annual net earnings of a practitioner are DM 114,000. On 23 January 1978 the complainant sent to the Director-General a detailed and documented claim for "a loss of earning, experienced after retirement only", limited to the age of 65. This he claimed as reparation for the damage done as the result of the instruction to resume duty in Dacca. At the same time he offered to work for a further five years for the Organization in his previous post and to treat the appointment as settling his claim. The answer was that his claim could not be entertained.

11. The compensation rules provide for compensation for disability under three heads namely -

1. cost of medical treatment including loss of salary, if any;

2. loss of earning capacity by reason of continuing invalidity, which under the scheme is met by an invalidity pension; and

3. a lump sum for loss of enjoyment of life.

It is convenient to assess the complainant's claim to compensation under these three heads, provided that the third head is understood to embrace a claim for physical pain and suffering. As to the first head the complainant accepts that he has been fully compensated. Under the second and third heads there is a dispute between the parties as to

whether, assuming the compensation rules to apply, the complainant has received his full entitlement. Since the sums to be awarded to the complainant under these two heads, if compensation is to be assessed at large, are not less than what he can claim under the rules, it is unnecessary to examine these disputes.

12. As to the second head, there is no general principle by which compensation is restricted to the period of the employee's contract with the employer who is liable. It is quite usual for persons of pensionable age to seek further employment and there is no reason why a loss of earning capacity should not apply to that. The complainant has produced detailed calculations which as such have not been criticised. He should be awarded the sum claimed, which is DM 373,087.

13. As to the third head the Tribunal assesses the compensation for pain and suffering and loss of enjoyment of life at $25,000. Against this the complainant must give credit for sums already received. The 10 per cent permanent incapacity mentioned in paragraph 8 was worth under the compensation rules $3,000. But since under an accident insurance policy the Organization recovered more than double that, namely, $6,163, it paid to the complainant the larger sum. However, when the incapacity was increased to 30 per cent as noted in paragraph 9 above, a claim under the policy was no longer open. So the Organization treated the complainant's total entitlement under the rules as being $9,000 and paid him only the difference between that and $6,163. The complainant has therefore to give credit for $9,000, leaving a balance due of $16,000.

DECISION:

For the above reasons,

It is ordered that the Organization pay to the complainant:

1. under paragraph 12 above, DM 373,087; and

2. under paragraph 13 above, $16,000; and

3. as a contribution to the costs incurred by him in the preparation of his case DM 3,000.

In witness of this judgment by Mr. André Grisel, Vice-President, the Right Honourable Lord Devlin, P.C., Judge, and Mr. Hubert Armbruster, Deputy Judge, the aforementioned have hereunto subscribed their signatures as well as myself, Bernard Spy, Registrar of the Tribunal.

Delivered in public sitting in Geneva on 24 April 1980.

André Grisel
Devlin
H. Armbruster

Bernard Spy

Updated by PFR. Approved by CC. Last update: 7 July 2000.