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**AMOCO CADIZ LITIGATION:
SUMMARY OF THE 1988 COURT DECISION**

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ABSTRACT: In January 1988, Judge Frank McGarr of the United States District Court in Chicago presented the decision concerning all claims by the French government, local communes, fisheries groups, and other parties, concerning the financial liability of the Amoco parties for damages related to the Amoco Cadiz oil spill of March 1978. Several categories of claims, including lost image, lost enjoyment, and ecological damage were eliminated as being uncognizable under French law. Claims for unpaid volunteers who worked on the spill were also eliminated. Most other categories were substantially reduced for a variety of factors including exaggeration, lack of evidence, double billing of certain claims against Amoco Cadiz and the Tanio spill of two years later, and the inability to attribute damage directly to Amoco Cadiz.

This paper summarizes the major claims and awards, and discusses the court's decision. Altogether, the court recognized 252.8 million francs of claims against Amoco, plus interest compounded annually at the rate of 7.22 percent since December 31, 1979. Utilizing the current exchange rate (6.28 francs/U.S. dollars) yields an approximate judgment of \$40.26 million in claims and \$35 million in interest through December 1988. The judgment is expected to be appealed by both sides.

The Amoco Cadiz oil spill of March 1978 affected several hundred kilometers of coastline and adjacent nearshore waters. Primary studies concerning the short- and long-term impacts of the spill are: Hess,⁶ CNEOX,² NOAA/CNEOX,⁸ Gundlach et al.,⁴ and Baca et al.¹

As a result of the spill, legal action against the Amoco parties (Standard Oil of Indiana, Amoco International Oil Co., and Amoco Transport Co.) was taken by various entities. The first stage of litigation determined that Amoco was liable for the spill and the damages it caused. The second stage of litigation, roughly from early 1986 to mid-1987, concerned the extent and financial cost of damages sustained by the various parties. This paper reports on the decision concerning damages as issued by Judge Frank McGarr of the U.S. District Court (Chicago) in January 1988.

The format of the paper is to discuss the decision in terms of primary claimants, followed by a more detailed review of the major aspects of the claim. Particular portions of the decision were selected based on interest to the oil spill community and/or the financial value of the claim. Most of the information is derived directly from Judge McGarr's decision, with some additional information coming from personal knowledge of the case. Quotation marks indicate passages taken directly from the opinion of Judge McGarr.⁷ The currency utilized throughout is French francs (FF).

Major claimants. The major groups submitting claims for damages against Amoco were the Republic of France, a consortium of communes (communes are roughly equivalent to counties), and several miscellaneous groups. The Republic of France included claims from the various ministries; i.e. Defense, Transportation, and Environ-

ment and Quality of Life. The commune consortium represented a total of 90 communes located within, and adjacent to, the spill-affected area. The miscellaneous claim category consisted of relatively small suits brought by certain hotel owners, property owners, fishermen, and environmental associations.

Summary of judgment: Republic of France

The Republic of France claim included a total of eight ministries (Table 1). Claims for the ministries of Defense, Transportation, and Environment and Quality of Life represented more than 85 percent of the total Republic of France claim and are discussed below.

Ministry of Defense. The Ministry of Defense claim included costs incurred for the use of the various military units and vessels used to respond to the spill. The Army formed the bulk of the claim (96 million FF), followed by the Navy (25 million FF) (Table 1). The argument presented by Amoco that the military "was not diverted from its regular duties but acted pursuant to its public duty in its cleanup activities" was rejected by the court. However, the court did accept the argument that the claim was unreasonably inflated and included charges for "wasteful and ineffective activities." In a matter of particular interest to the oil spill response community, the judge accepted (in terms of reasonableness and the crisis atmosphere that pervaded the spill situation) that the government should be compensated for the attempted use of various cleanup methods even though they were ineffective (i.e. chalk, skimmers in overly rough waters, and others). However, the French dispersant decision was singled out for exceptional criticism: "... the decision of France to ban the use of dispersants in waters shallower than 50 meters" was considered "a serious concern" that "influenced the court in its judgment." Along these same lines, Judge McGarr later stated: "Without scientific justification, the 50-meter limit decision which so seriously interfered with the success of the dispersant method seems to have been solely the result of pressure from ecology and nature groups."

Within the Navy's claim, major reductions were due to the court's decision that only extraordinary expenses due to the cleanup, and not the vessels' total operating expenses, were warranted. Based on the evidence, it was decided that roughly 25 percent of the cost was normal activity and 75 percent was due to the spill; therefore, the claim was reduced 25 percent. In addition, the court found "some element of overstatement as to time expended on the cleanup by Naval vessels in every instance." An additional 30 percent reduction was performed by the court based on the inefficiency of the cleanup methods, including the lack of dispersant use within the 50-meter depth contour. Other conditions warranted exclusion of certain Navy claims and a reduction in others. The final outcome was that the Navy claim was reduced from 25 million FF to 13 million FF.

The Army provided the bulk of the manpower to clean the beaches during the spill. A total of about 40,000 men were claimed to have

Table 1. Partial list of recognized claims (in French francs) for the Republic of France

	Amount claimed (FF)	Amount recognized (FF)
Ministry of Defense	129,747,380	61,931,814
Navy	25,209,932	13,091,040
Air Force	1,726,501	924,002
Army	96,673,620	43,932,462
Gendarmerie	4,241,202	3,000,000
Naval construction	1,575,896	884,310
Medical service	276,345	100,000
Ministry of Transport	~60,000,000	30,862,647
Initial assistance	3,406,997	1,500,000
Fishermens' fixed cost	1,596,190	750,000
Supplemental assistance	2,936,070	1,800,000
Oyster growers	35,366,690	20,000,000
Oyster transport	611,023	500,000
Oyster bed cleanup	2,000,000+	2,000,000
Mussel destruction	153,000	100,000
Crustacea transport	1,294,316	1,000,000
Loss of breed stock	256,256	229,095
Seaweed harvest exp.	174,613	174,613
Lost seaweed revenue	530,736	000
Restore breed grounds	2,659,033	159,033
Brittany ferries	8,000,000	2,000,000
Ministry of Environment and Quality of Life		
Total	400,000,000+	88,455,677
Plan Polmar cleanup	224,000,000	
Cotes Nord equipment	44,655,211	9,009,978
Finistere equipment	68,945,366	14,438,623
Repairs/maintenance	17,152,267	8,000,000
Waste treatment	17,000,000	17,000,000
Transport costs	8,018,042	5,841,507
Food, clothing, lodging	8,536,839	2,500,000
Travel expenses	1,793,844	1,793,844
Traffic accidents	83,003	000
Studies/nature assoc.	182,292	92,292
DDE wages	1,973,606	1,000,000
Scientific studies		4,400,000
Wages	5,420,766	2,400,000
Ministry of Youth, Sports and Leisure		
Total	4,617,389	1,750,000
Ministry of Foreign Affairs		
Total	9,088,568	9,088,568
Ministry of the Interior	2,714,677	1,435,000
Ministry of Labor	1,572,888	815,000
Ministry of Industry	~7,000,000	3,255,000
Roscoff Biol. Station		
research activities	3,950,905	1,500,000
equipment	432,493	200,000
IFP research	2,436,131	1,500,000

taken part in the effort; however, a maximum of 6,300 were working the beaches at any one time. The court's decision indicated that additional soldiers were present but had little work to do, especially after the first of July. Major reductions in the Army's claim for 96 million FF were due to (1) a total rejection of a 14 million FF claim for depreciation (especially while an additional 10 million FF was claimed for maintenance), (2) a reduction from 4 million FF to 2 million FF for clothing based on "reasonableness," (3) a 60 percent reduction in the claim for fuel to 4.7 million FF based on rejection of the claim for tax, which isn't paid by the military, (4) a 20 percent reduction in the claim for wages, (5) a reduction from 8 million FF to 2 million FF to provide only for supplemental food above normal

requirements, and (6) total rejection of a 2 million FF claim for calculated but not committed costs for the soldier's everyday life (i.e. per diem costs). Altogether, 43 million FF of the Army's 96 million FF claim was recognized.

Ministry of Transportation. In response to the spill, the French government created a program under the Secretariat of the Merchant Marine to indemnify those making their living from the sea. The total claim resulting from the program was 60 million FF. However, the court found the program "hastily construed" and "open to fraud and abuse in an atmosphere which virtually encouraged fraud and abuse." Supplemental benefits were paid for lost revenues in 1978; however, "... as of June 30, Maritime Affairs reported that there had been a general resumption of fishing in all sectors with satisfactory catches, with the statistics showing the catches at the end of June to be about the same for the previous year." The court also noted: "The record reflects incidents of serious overpayment in the administration of the program." Claims specifically for fishermen were reduced approximately 40 to 55 percent, depending on the program.

The impact of the oil on oyster growers received widespread publicity at the time and resulted in the destruction of oysters and indemnification of oyster growers in the amount of 35,366,690 FF. While the court accepted the French response as reasonable to protect the oyster flats and indemnify the oyster growers, it was also decided that abuses to the system occurred, primarily due to government overcompensation during a time of overproduction. The court stated: "The evidence does indeed indicate that oyster growers seized upon the destruction program to destroy for indemnification, oysters which that would not have otherwise marketed." Also: "The evidence makes it clear that, in the indemnity program, France had no concern for the fact that it was paying for the destruction of oysters which were at or near an unmarketable size." The recognized claim for the oyster growers program was reduced from 35 million FF to 20 million FF.

While there were many other aspects of the claim, one of particular interest to the oil spill community is the denial of a 500,000 FF claim for lost profits for three algae processors "for failure of proof"; "... there is no evidence to support any contention that the oil spill impacted unfavorably on the profits of algae processors."

Altogether, 30.86 million FF of the Ministry of Transport's 60 million FF claim was recognized.

Ministry of Environment and Quality of Life. The largest claim by the Republic of France was under this ministry (Table 1). More than half the claim was for costs directly attributable to the cleanup operations on land, which were primarily under the responsibility of this ministry (Plan Polmar, 224 million FF). Most of the claim was represented by expenses related to cleanup, for example, "the cost of equipment, either purchased or rented, the furnishing of products used to treat the oil slicks, the activities involved in the disposal and treatment of oily wastes, the chartering of vessels," and other measures. The main question decided by the court was the extent to which the activities were directly attributable to the spill.

Major portions of the ministry's claim related to cleanup costs borne by the departments of Cotes du Nord (39 million FF) and Finistere (54 million FF). Among the expenses claimed were some 94 million FF for equipment purchased after a reduction of less than 1 million FF for depreciation, even though the equipment was used for only a short time and was available for future use. The court rejected this value and used 20 percent of the original claim value, so that the claim was reduced to 7.8 million FF and 10.9 million FF, respectively. Costs for small equipment and materials were similarly reduced, from a total of 20.3 million FF to 4.6 million, for both departments. Department costs for equipment repairs and general maintenance were reduced from 17 million FF to 8 million FF, not based on specific information because the claim rested on "extremely slight evidentiary basis," but "in the light of the totality of the evidence concerning the activities of the Departments of Cotes du Nord and Finistere in connection with the cleanup." In a somewhat similar manner, claims for cleanup products, waste treatment, and vessel usage were reduced to much less than claimed by the Republic of France.

The court used particular parts of claims to indicate the extent of overzealous accounting: "It is illustrative of the exaggerated nature of claims for food, clothing, lodging and the like that they total 8,536,839 FF as contrasted with the total claim for all personnel of the DDE [public works department] in Cotes du Nord and Finistere for overtime and other miscellaneous charges in the total amount of 3,735,695

FF, giving us a situation where food, lodging, and other miscellaneous expenses more than double the overtime pay for the persons being fed and lodged." This claim was reduced to 2.5 million FF.

Of interest to the scientific community is the Republic of France's claim for scientific studies. The court clearly recognized that the scientific effort directed toward "understanding the ecological consequences [of the spill] as a basis for mitigating damage" is a justifiable expense against Amoco. However, portions of the studies were considered to be "clearly pursuit of scientific knowledge about the ecological impacts of hydrocarbon pollution on the marine environment and contributed nothing to the cleanup and little or nothing to the mitigation of damages." Claims in the latter category, such as three CNEOX (Centre National pour l'Exploitation des Oceans, now known as IFREMER) research cruises in 1978 and 1979, were rejected. The scientific claim was granted in the reduced sum of 4.4 million FF.

Other ministries. A summary of the judgment related to the claims of other ministries against Amoco is presented in Table 1. The Ministry of Industry claim is of interest because it included a claim of more than 4 million FF for research and equipment undertaken by the Roscoff Biological Station, located near the center of the spill-affected area. As under the Ministry of Environment's claim discussed earlier, Judge McGarr found that direct causal relationship to the spill was lacking in many cases and was unsupported by contemporaneous records of the amount of time scientists actually worked on the spill. The court recognized the reduced total of 1.5 million FF (down from 4 million FF) for research activities, and 200,000 FF (down from 432,000 FF) for equipment.

The Ministry of Industry also presented claims for research expenses undertaken by the Institute Francais du Petrole (IFP), an independent petroleum research agency. The IFP claim spanned five years of research activities for a total of 2.4 million FF. Again, direct relationship to the cleanup of mitigation of the spill was necessary. In particular, the court stated: "As to post-1978 expenditures, the work shades off into an area which can be more properly called scientific investigation and research, and activity not causally connected to the oil spill cleanup endeavors." Thus, 1.5 million FF of the 1.7 million FF claimed for the first year was recognized; expenditures thereafter were denied.

Summary of judgment: commune claims

The commune claim was composed of several categories. These included:

- Time expended by public officials
- Equipment and facility usage
- Damage to roads
- Damage to coastline and harbor structures
- Restoration of the coastline
- Erosion of the coastline
- Lost enjoyment, resource implantation, ecological damage, delayed investment, and lost image

In overview, the decision is quite clear concerning the exaggerated nature of the claims submitted by the communes: "One of the disturbing aspects of the claims of the many communes is their evident exaggeration." In 1978 and 1979, most of the communes made statements concerning the damage done by the oil spill. These were primarily compiled by the public works department (DDE). Using this evidence as a basis, the court stated: "While it is understandable that, upon reflection, the communes may have come up with higher claims for damages than were first stated, it is not understandable that these claims often are higher by multiples of four or five and sometimes even ten."

Damage to roads. The submitted road claim was for 61 million FF, of which 17 million FF was for future repairs not yet completed nine years after the spill. The court found the 61 million FF claim "greatly exaggerated" and "troublesome," particularly the claims for future repairs. The court did find assistance from the Amoco witnesses who ascribed damage from the incident in terms of decreased life expectancy of the road based on the increased usage that occurred during the spill.

Restoration. The restoration claim, formulated by an organization called Setame, included about 68 million francs for the future removal of remaining traces of *Amoco Cadiz* oil from the shoreline and restoration of damaged marshes (e.g. Ile Grande). A factor complicating this claim was "the fact that the natural processes degrading the oil have been operating over many years and the cleansing power of nature has already done most of the cleanup job and will continue to do so." For marshes, it was also recognized that "misguided cleanup efforts contributed to the damage." Taking these factors in mind, the judge accepted the "validity to the plaintiffs' claim for some allowance for future removal of remaining traces of oil and future restoration of marshes, but the amount appropriate to this allowance must be a dramatic reduction from the 68 million franc claim."

The court found other issues that also resulted in a reduction of the award. The *Tanio* oil spill occurred two years after *Amoco Cadiz* and affected much of the same area of coastline.⁵ It was recognized by the court that sometimes Amoco was being charged for the future cleanup of *Tanio* oil and that sometimes damage was entirely due to, or exacerbated by, the *Tanio* spill. In addition, the court noted a significant degree of impracticality in the proposed solutions: "The commitment to extensive and expensive efforts to break up degrading oil crusts in areas where the crust is in an advanced state of degradation already and is no longer threatening the environment, or the proposal to move vast quantities of sand at enormous expense to achieve the total removal of oil which is now present only in traces not bothersome to the environment nor interfering with the use of the areas, are but examples of the reasons for the necessity of reducing the Setame claim." Furthermore, the court stated: "A significant portion of the Setame proposals are unrealistic, unjustified, and to attribute their costs to Amoco as part of the continuing cleanup operation of the Amoco oil spill would be singularly inappropriate."

Beach erosion. Erosion was claimed to have been caused by the cleanup operation through dune damage, sand removal, and the moving of gravel into the surf zone for self-cleansing. While the practice of gravel movement and washing has become part of fairly standard cleanup techniques today, the court found that: "In hindsight, this rock-washing technique seems to have been ill advised and it is appropriate to consider the extent to which the Amoco parties should be caused to pay for the unfortunate result of a mistaken cleanup effort." The attempt to attribute specific erosion damage to Amoco, especially after an interval of several years, was also made extremely difficult due to the natural erosion of much of the Brittany coast.

Coastline and harbor structures. Damage to numerous structures, including seawalls, boat ramps, parking lots, and riprap, was claimed to have occurred as a result of the cleanup effort, either through direct application or by destabilization via the use of heavy equipment. The court noted: "Some of these are valid claims," but also that: "Amoco's point is well taken that some of them were improvements and betterments not necessitated by the oil spill and some merely overstate the value of the work done." In addition, since the coast of Brittany is subjected to strong erosional wave action, the court recognized that "in the instance of the claims for seawalls and riprap justified by the necessity of containing the erosional forces, the need was clear but the causal connection to the Amoco cleanup was not." A summary of the shoreline stabilization program undertaken in Brittany during this time period is provided in Gundlach.³

As with the restoration project, the *Tanio* oil spill greatly complicated the court's ability to clearly attribute specific projects to the *Amoco Cadiz* spill when they were undertaken more than two years after the Amoco spill. The court also found double billings to both spills: "... a comparison of the communal claims for *Tanio* damage reveals instances of claims alleging *Tanio* oil damage which are identical to claims alleging Amoco oil damage. Some attempt was made by the plaintiff parties to justify these double claims, but it did not and does not convince the court, and the effect of the double claims not only justified their rejection but reduced the credibility to be afforded to the claims against Amoco in other instances."

Other aspects. The claim by the communes also included lost enjoyment and image, ecological damage, resource implantation, and delayed investment. These classes of claims comprised the largest segment of the commune's claims and were denied in entirety as not cognizable under French law.

The ecological damage portion of the claim was based on "the

attempt to evaluate the species killed in the intertidal zone by the oil spill and to claim damages in accordance with that value determination." The court ruled that the claim was "... subject to the principle of *res nullius* and is not compensable for lack of standing of any person or entity to claim therefor" and that "neither the state nor the communes has standing to assert claims for damage to the ecosystem in the maritime public domain."

In addition to claims for ecological damage, the communes presented claims totalling 164.7 million francs for a program to implant nine marine species along the Brittany coast. However, the court found several serious faults in the proposed program. Among them was the financial commitment of the communes toward the program: "... there is no support in logic for the allocation of portions of a very large future implantation cost estimate to the various communes which have not and will not expend any funds on these programs." Another problem was the type of program: "Amoco argues, and the court agrees, that the program was not designed to restore the ecosystem to pre-spill conditions but was rather a restoration program motivated in significant part by the marine scientists' desire to bring about improvements in a ecosystem which was deteriorating as the

result of causes unconnected to the oil spill." Lastly, in addition to the natural recovery of the system in the intervening years since the spill, the court concluded: "Finally, the restoration of the ecosystem for which this claim is made contemplates the restoration of species for which catch statistics reveal no basis for the conclusion that a species decline justifies implantation."

The following discussion covers a few of the larger claims to provide an indication of the issues involved and the court's decision. Each of the discussed communes received recognition for claims totaling more than 2 million FF. A complete listing of the claims of all communes is presented in Table 2. A map of the site with many of the communes listed is presented in Figure 1.

Perros Guirec. The commune of Perros Guirec, a popular tourist center within the spill area, claimed damages totalling 14.4 million FF. Injurious to the commune's claim were the effects of *Tanio*, which the court describes as "probably more damaging than the Amoco oil spill." The commune also submitted identical claims for the same work against both spill parties: "When confronted with this on cross-examination, the mayor's defense was that it was all really Amoco damage but when they had not collected it from Amoco, they charged

Table 2. Summary of recognized claims (in francs) for communes

Commune	Amount claimed (FF)	Amount recognized (FF)	Commune	Amount claimed (FF)	Amount recognized (FF)
Binic	1,432,441	29,659	Ploubazianec	6,262,082	11,916
Brehat	2,952,033	209,174	Ploudalmezeau	24,947,700	2,867,985
Breles	632,055	70,500	Plouenan	2,009,286	221,269
Brest	52,351,340	160,000	Plouescat	4,765,388	582,373
Brignogan Plage	3,730,905	294,814	Plouezec	1,207,177	10,957
Carantec	9,428,554	420,819	Plouezcroc'h	1,077,106	274,362
Cleder	7,505,970	1,035,765	Plougasnou	19,021,386	2,283,894
Goulven	291,706	15,880	Plougoulm	2,310,276	409,265
Guimaec	5,081,810	371,243	Plougrescant	13,680,316	1,984,216
Guisseny	9,658,025	1,044,522	Plouguermeau	18,959,185	1,370,391
Henvic	475,161	12,188	Plouguil	1,615,433	342,969
Ile de Batz	11,396,139	1,571,788	Plouguin	632,290	121,540
Kerbors	989,687	105,000	Plouider	851,171	62,063
Kerfot	145,937	1,121	Ploulec'h	1,559,398	34,243
Kerlouan	6,406,959	534,853	Ploumilliau	861,120	48,753
la Roche Derrien	320,295	664	Ploumoguier	3,803,619	118,015
Lampaul-Plouarzel	2,459,574	36,000	Plouneour-Trez	3,130,372	72,300
Lampaul-Ploudalmezeau	6,951,533	172,035	Plounevez-Lochrist	3,335,040	333,131
Landeda	15,305,562	587,712	Pordic	1,149,008	8,000
Landuvez	6,067,287	436,021	Porspoder	4,831,672	419,514
Lanildut	1,260,196	64,000	Roscoff	9,310,594	1,012,020
Lanmodez	542,660	68,548	St. Brieuc	15,607,503	23,992
Lannilis	7,547,360	724,278	St. Jean-du-Doigt	4,087,964	497,900
Lannion	9,746,215	1,006,614	St. Martin des Champs	1,406,132	1,678
Le Conquet	10,796,299	100,645	St. Michel-en-Greve	6,456,118	210,263
Lezardrieux	892,653	18,787	St. Pabu	7,878,579	986,792
Locquenole	309,530	35,830	St. Pol-de-Leon	25,951,422	2,323,483
Locquirec	12,243,690	1,174,959	Santec	11,247,500	1,021,501
Louannec	1,882,170	232,002	Sibiril	1,937,013	315,465
Minihy-Trequier	252,831	1,000	Trebeurden	22,421,370	2,713,669
Morieux	185,813	2,000	Tredarzac	367,859	2,108
Morlaix	6,720,871	221,602	Tredrez	16,690,051	635,693
Paimpol	2,762,454	40,640	Treflez	2,748,461	148,000
Penvenan	11,255,055	2,029,146	Tregastel	11,905,564	1,510,000
Perros-Guirec	14,420,182	3,937,069	Treglonou	874,896	218,913
Plerin	3,188,632	14,794	Treguier	1,184,502	16,822
Plestin-les-Greves	10,591,841	1,012,129	Treleven	16,972,982	1,188,082
Pleubian	346,825	10,000	Trevou-Treguignec	15,969,955	611,157
Pleumeur-Bodou	22,161,332	2,188,808	The 11 Communes,		000
Plouarzel	5,816,066	594,744	Ile de Molene	7,810,394	000

1. All but one were untouched by oil. Claims were for lost image and enjoyment and the resource implantation program. All were denied in entirety.

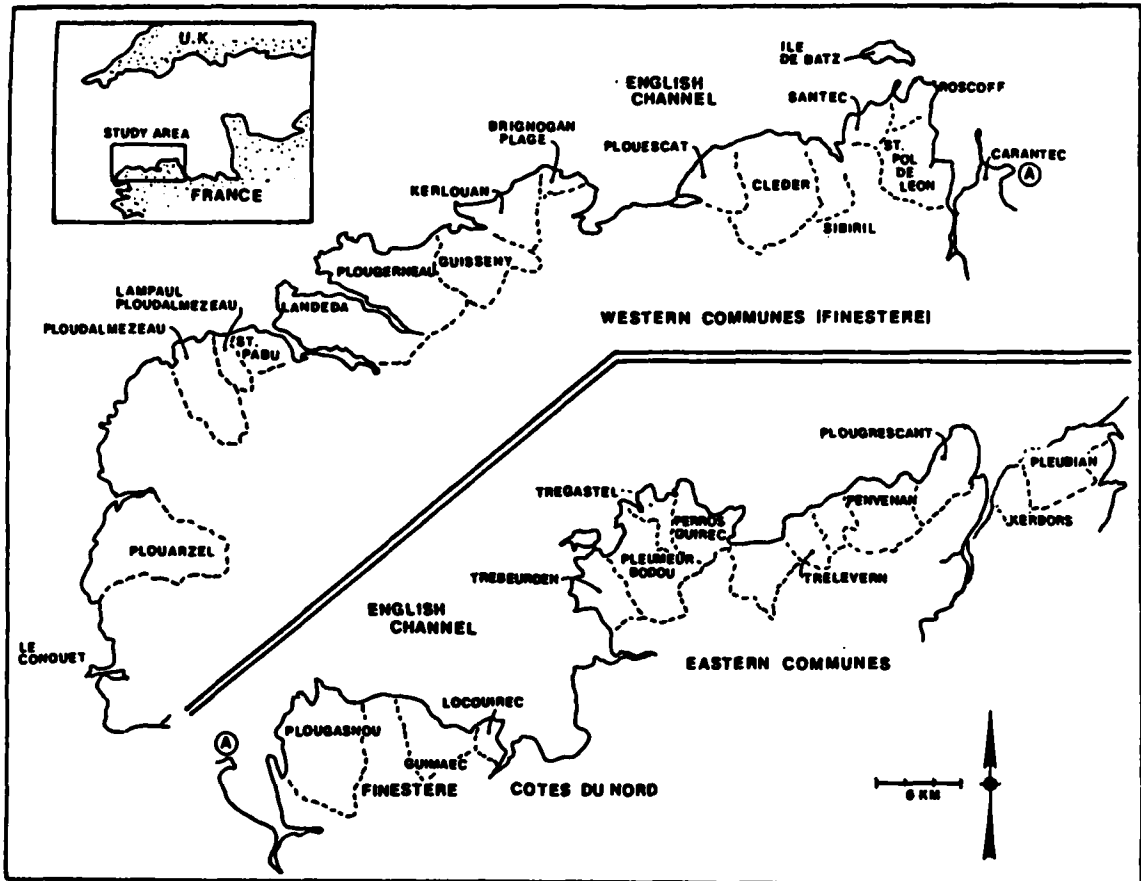


Figure 1. Location of the *Amoco Cadiz* spill area and major communes

it again to *Tanio*, an admission very pertinent to the evidentiary weight the court should give the Perros Guirec claim." With this in mind, the following major claim categories were granted: harbor work reduced from 319,000 FF to 150,000 FF; road claims reduced from 627,439 FF to 300,000 FF; and coastline restoration reduced from 6.3 million FF to 3.0 million. Individual project approval or denial was not presented in the decision. A total of 3.9 million FF was allowed, the largest award to any commune.

Trebeurden. The commune of Trebeurden, including much of the affected marsh at Ile Grande, submitted a claim of 22.4 million FF against Amoco. Two original estimates of *Amoco Cadiz* damage in the commune, prepared in June and September 1978, were both less than 300,000 FF. Subtracting the claims that were denied on a legal basis as discussed before, the coastline restoration claim, including 11.2 million FF for future work, was the major portion of the claim. Of the work completed, a parking lot created after the spill at Goas Treiz (526,545 FF) was denied in entirety as unrelated to the spill. Future work entailed stabilization of eroding areas and the restoration of the Ile Grande salt marsh. Without details, 2 million FF of the 11 million-plus FF claim was allowed. Other aspects of the claim were relatively minor, among which 200,000 FF of the 516,000 FF road claim was the largest. A total claim value of 2,713,669 FF was recognized.

Ploudalmezeau. This commune was one of the closest to the wreck site and was heavily oiled at the time. A total claim of 24.9 million FF was entered by the commune against Amoco. Coastline restoration, of which only a small amount was actually performed, was a major portion of the claim. Restoration in this case included extensive future work related to shoreline stabilization. However, the court found that the claim neglected other sources of erosion and found: "Actual erosion in the eight years following the oil spill does not indicate that it is excessive." A total of 1.0 million FF of the 7.8 million FF claim was recognized.

The other large portion of the claim was for road damage. The court found that "the Ploudalmezeau road claim is approximately 20

times larger than the 1978 evaluation of road repairs and almost as greatly in excess of the sum the French government granted for 100 percent reimbursement of road repair costs." The submitted claims included almost all road repairs and maintenance undertaken in the commune from 1978 to 1983. A reduced total of 1.5 million in road claims was allowed. Altogether, the amount of 2.9 million FF was recognized by the court.

St. Pol de Leon. This commune is located south of Roscoff and was somewhat protected from major impacts of *Amoco Cadiz* oil. The commune's claim against Amoco was for slightly less than 26 million FF. The claim for restoration of roads was the largest of all communes (9.9 million FF), in spite of the 1978 DDE estimate that placed road damage at 10,000 FF. The court found that the road claim for future repairs (8 million FF) was "a gross exaggeration" and "inconsistent with the extent of the pollution that St. Pol de Leon suffered." The substantially reduced sum of 1 million FF was recognized for all road claims.

The coastline restoration claim for 6.2 million FF included much erosion-related work in the form of riprap already placed or future work to restore the beach. The court found that the riprap projects were not justified as related to the spill and noted: "The future coastline restoration, all related to erosion problems, finds little support in the evidence as being caused by the cleanup." A reduced total of 1 million FF was recognized, presumably to cover claims for access ramps and pollution removal, although this was not explicitly stated in the decision.

Altogether, 2.3 million FF of the 26 million FF claim was recognized.

Plougasnou. Since Plougasnou is located along a major coastal headland, parts of the commune were heavily polluted during the incident. The total claim against Amoco was for 19 million FF. As with other communes, road claims were enlarged substantially over the 1978 evaluation, in this case being "ten times larger than either the 1978 DDE damage evaluation or the 1979 award by the French state." The court found: "The claim for extensive road damage was not

totally supported by the evidence." The reduced amount of 1.1 million FF was granted.

Similarly, claims for restoration of the coastline were considered to be exaggerated and included improvements as well as work not directly attributable to the *Amoco Cadiz* spill. Some projects were specifically attributable to the *Tanio* spill. In addition, the court noted: "The extensive Plougasnou claims for restoration of the coastline have been seriously impeached." Of the approximately 1.5 million FF of work performed, 500,000 FF was granted. An additional 500,000 FF was granted for future work. Altogether, a total of 2.3 million FF in claims was recognized.

Penvenan. Penvenan is located along the eastern portion of the spill-affected area and is the last commune to be recognized by the court as having more than 2 million FF in claims. The commune "was hit by the *Tanio* oil spill and does not appear to have distinguished adequately between the *Tanio* and *Amoco* damages." The 1.6 million FF claim for road damages was reduced to 700,000 FF based on earlier estimates and the *Tanio* spill occurrence. The coastline restoration claim (approximately 900,000 FF) contained a major work undertaken in 1984, and an additional 2 million FF for work yet to be done. A total of 1.0 million of this claim was accepted. Altogether, 2,029,146 FF of the original total of 11,255,055 FF was granted.

Summary of judgment: miscellaneous claims

This portion of the case included suits by several hotel owners, tradesman associations, individuals, and environmental groups. The court found that most of the claims were overexaggerated and drastically reduced the amount to be awarded.

Within this group, the claim brought by the Fishermen's Association is of related interest. In general, the court noted that it "... shares the conclusion of the (plaintiff's) witness Dr. Claude Chasse that 'overall, mortality among crustacea, as was the case among fish, can be considered very low and very localized... on the whole, commercial fish and crustacea survived very well.'" Based on *Amoco's* witness, the court recognized damages to three species, but only for 1978. The result was that since the fishermen were compensated previously (for 4.7 million FF, which was more than the lost catch attributable to these species), the claim by the Fishermen's Association was denied in entirety.

Lastly, there is a claim by two environmental associations (the Ligue pour la Protection des Oiseaux, or Bird Protection League, and the Societe pour l'Etude et la Protection de la Nature en Bretagne [SEPNB]). All claims for the work of unpaid volunteers were denied. A future puffin implantation program, for a claim of 1.36 million FF, was denied in full based on infeasibility. A program to stock the area with ten gray seals for 585,000 FF was also denied based on infeasibility and the lack of evidence that the species was affected by the spill. In total, the Bird Protection League was granted the reduced sum of 160,680 FF while the SEPNB was granted 139,177 FF, which covered administrative expenses and some scientific studies.

Conclusions: currency and interest

A summary of all recognized claim values is presented in Table 3. The total comes to 252.8 million FF.

At issue in the proceedings was whether the judgment should be in dollars or francs, what the exchange rate should be (particularly in light of substantial variations during the last 10 years), and the interest payment due.

The court was clear in its decisions. Concerning the currency: "The court heard the case as a case involving a claim for francs, and the total judgment award to the plaintiff parties has been determined in francs and will eventuate in a judgment in francs." While France desired the 1978 exchange rate, and *Amoco* the rate at the time of judgment, the court decided that the rate at the time of payment will be used: "Amoco should be required to pay that judgment in francs, however and at whatever expense is required to obtain francs. This avoids the controversy over the value and exchange rate of the American dollar at different times during the pendency of the lawsuit."

Lastly, the court decided that an interest rate of 7.22 percent compounded annually was to be used, effective as of December 31, 1979, "when the great bulk of the funds expended in connection with the

Table 3. Summary total of recognized claims and calculation of interest and U.S. dollar exchange

Summary of claims (FF):	
Republic of France	201,933,707.39
Communes	46,191,289.00
Calvez claimants	2,273,468.00
Speizer & Krause claimants	841,576.73
Sterns, Walker and Grell claimants	259,000.00
Oyster growers	813,327.00
Fishermen's Association	00.00
Local Fishing Committee of Brest	165,000.00
M. Le Bitoux	00.00
S.A. La Langouste	00.00
Environmental Associations	300,457.00
Total	252,837,825.12

Calculation of principal and interest:

Beginning December 31, 1979, compounded annually at 7.22 percent.

Exchange rate: 6.28 FF = U.S.\$1.00 (September 1988 rate)

Date	Francs	U.S. dollars
December 31, 1979	252,837,825.12	40,260,800.18
December 31, 1988	473,504,675.76	75,398,833.72

cleanup had been spent, but with some sums remaining to be spent during 1980, '81, and '82. This date achieves a balance between the beginning date and completion date of the expenditure of fund which accommodates the arguments of the parties on this subject."

Following the court's prescribed formula, the value of the judgment in U.S. dollars is calculated in Table 3 using the current (September 1988) exchange rate. The value obtained, approximately \$40.26 million in claims and \$35 million in interest, will vary as to the date of final settlement.

Currently, Judge McGarr is reviewing comments to his decision as submitted by the concerned parties. Taking these into account, he is expected to issue a final decision sometime during the next six to nine months, after which both sides are expected to appeal. A final settlement of the case, therefore, is still likely to be several years away.

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