

LAW OFFICES OF  
**RAYMOND E. BUCK**  
COMMERCIAL STANDARD BUILDING  
FORT WORTH 2, TEXAS

October 15, 1946

Colonel Harold D. Byrd, CAP  
Headquarters Texas Wing  
Civil Air Patrol  
1209 Jackson Street  
Dallas 2, Texas

Dear Mr. Byrd:

On September 12th, the writer confirmed to you by letter the use of Midway Airport for an international air show sponsored by the Texas Civil Air Patrol, conditioned that you would probably indemnify Midway Airport Corporation, American Airlines and Braniff Airways "for any loss, damage or expense from liability resulting from the uses contemplated". With your letter dated October 6th, you enclosed a policy issued by Associated Aviation Underwriters No. FBL-91 to evidence the indemnity you have provided. The coverage is not acceptable because it specifically excludes some of the principal hazards for which we sought indemnity, to-wit, accidents resulting from operation or maintenance of aircraft and bodily injuries or property damage to participants in the air meeting.

It is true that endorsement No. 3 extends coverage to accidents resulting from the maintenance and use of aircraft owned by the United States Government, and section No. 1 thereof purports to extend the coverage to the Army Air Forces, its officers and employees, acting within the scope of their office or employment, but section No. 2 of the same endorsement nullifies the coverage as far as it pertains to injuries or death to air force officers, members or employees of the United States Government or damage to government aircraft or equipment.

The coverage is further unacceptable in that endorsement No. 2 requires the insurer to maintain certain conditions with respect to the air meet which American Airlines, Braniff Airways nor Midway Airport Corporation can conform to. Those companies have no control over the conduct of the air meet, and are unwilling to accept indemnity which is premised on conditions that they cannot control.

The writer personally advised you on October 12th that the policy was unacceptable and made a trip to Dallas.

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Hon. H. D. Byrd

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to see you on October 14th, but was unable to reach you. He has explained the matter in detail to Mr. E. L. Yeargin who represents the insurer.

We do not want to place any obstacles in your way of staging this air meet, contrariwise, we want to cooperate with you to every reasonable extent, but you can readily see that these companies cannot afford to assume the hazards that are present under the terms and conditions of the insurance coverage which you have tendered, and I hope that you will give us protection so that the meet may proceed.

Yours very truly,

*Raymond E. Beck*

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CC: Messrs. Amos Culbert  
O. M. Mosier  
T. E. Braniff  
H. C. Thurman  
M. H. Huffman  
Amon G. Carter ✓

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