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The court in interpreting and defining the statute Section 4702 held that there should be a jury trial conducted to ascertain whether or not the patient should be released. The jury should be (1) before a regular Superior Court judge; (2) to try the issue of whether the patient is a dangerously mentally ill person; and (3) with the burden of proof upon the patient to prove by a preponderance of the evidence freedom from such mental illness and dangerous propensities.

Thus, under the committing statutes implemented by the holding in the *Mills* case, the patient's rights are protected as to the due process and equal protection clause of the Fourteenth Amendment.

CONCLUSION

The "modern trend" by the courts seems to be the upholding of the individual's rights by full protection under the law.

It appears that the basic fundamental constitutional rights have been violated and "legal kidnapping" has been substituted. The courts, as evidenced by the recent decision, have apparently recognized this fact and appear to be saying that commitments to mental institutions *do* deprive the individual of his fundamental rights; therefore, the committing authorities *must* be sure the commitment is valid, and the individual afforded due process and equal protection under the law.

BERNARD J. GARTLAND

No Fault Automotive Insurance

Four states to date have passed No Fault Insurance legislation: Massachusetts, Illinois, Florida and Delaware. Many states will probably pass similar legislation in the not too distant future. This automotive insurance represents a change in the law of torts and eliminates the fault concept of negligence to a limited degree. No Fault Insurance represents the beginning of a sociological change as well as a legal change where we are more concerned with total relationship of making one whole again who was injured in an automobile accident rather than who was at fault in causing the accident. Whether or not No Fault Insurance is good or bad

(c) If the finding of the jury be that the person committed is a sane person, the sheriff shall forthwith make an order upon the Superintendent of the Hospital, and, if he be absent, upon any official of the Hospital, commanding that the person therein committed be immediately released from the Hospital.

remains to be seen and will have to stand the test of time before any statistics, positive or negative, can be gathered to substantiate either point. One thing that we can substantiate is that No Fault Insurance for automobiles is new. The first state to pass a No Fault Insurance bill was Massachusetts in August, 1970, to become effective January 1, 1971, entitled, "The Massachusetts Personal Injury Protection Act" found in Mass. Ann. Laws ch. 670, Acts of 1970.

OUTLINE OF THE BASIC PROTECTION PLAN WITH
PROPERTY DAMAGE OPTION
"THE KEETON-O'CONNELL PLAN"

1. *New Form of Coverage.* Basic protection coverage is a new form of automobile insurance; most of its features, however, are derived from types of insurance already in use, with medical payments coverage of current policies being the closest analogy.

2. *Partial Replacement of Negligence Liability Insurance with Loss Insurance.* The new coverage partially replaces negligence liability insurance and its three-party claims procedure with loss insurance, payable regardless of fault, and a two-party claims procedure under which a victim ordinarily claims directly against the insurance company for his own car or, if a guest, his host's car, or, if a pedestrian, the car striking him.

3. *Exemption from Negligence Liability to Some Extent.* If damages for pain and suffering would not exceed \$5,000.00 and other bodily injury damages, principally for out-of-pocket loss, would not exceed \$10,000.00 an action for basic protection benefits replaces any negligence action against an exempt person (that is, a basic protection insured) for bodily injuries suffered in a traffic accident; in case of more severe injury, the negligence action for bodily injuries is preserved, but the recovery is reduced by the same amounts.

4. *Basic Protection for Bodily Injuries Only.* Basic protection applies to bodily injuries only. Property damage, including damage to vehicles, is covered by a separate new form of insurance called property damage dual option coverage.

5. *Benefits Not Based on Fault.* In general, a person who suffered injury arising out of the ownership, maintenance, or use of motor vehicle is entitled to basic protection benefits without regard to fault, though one who intentionally suffers injury does not qualify for benefits.

6. *Periodic Reimbursement.* Basic protection benefits are payable

month by month as losses accrue, subject to lump sum payments in special circumstances.

7. *Reimbursements Limited to Net Loss.* Basic protection benefits are designed to reimburse net out-of-pocket loss only; overlapping with benefits from other sources is avoided by subtracting these other benefits from gross loss in calculating net loss.

8. *Loss Consists of Expenses and Work Loss.* Out-of-pocket loss for which basic protection benefits are payable consists of reasonable expenses incurred and work loss. Work loss consists of loss of income from work, wages, and expenses reasonably incurred for service in lieu of those the injured person would have performed without income. For example, the expenses of hiring household help to do work a housewife had been doing before being disabled by injury are reimbursable.

9. *Deductible Losses.* The standard deductible of basic protection coverage excludes from reimbursable losses the first \$100.00 of net loss of all types or ten (10%) per cent of work loss, whichever is greater.

10. *Standard Limits of Liability.* The standard maximum liability of an insurance company on any basic protection policy is \$10,000.00 for injuries to one person in one accident and \$100,000.00 for all injuries in one accident; an additional limitation prevents liability for payments of more than \$750.00 for work loss in any one month.

11. *Optional Modifications of Coverage; Added Protection Benefits.* Coverage with the standard limits (see paragraph 10), exclusion (see paragraph 17), and deductible (see paragraph 9) is the minimum that qualifies as basic protection coverage except that larger deductibles, which result in reduced benefits, are offered on an optional basis at reduced premiums. Policy holders are also offered on an optional basis, enlarged coverage, called added protection coverage (see paragraph 12 and 13).

12. *Optional Added Protection Benefits for Pain and Inconvenience.* Basic protection benefits are limited to reimbursement of out-of-pocket losses and provide no compensation for pain and suffering; a policyholder may purchase optional added protection coverage for pain and inconvenience benefits.

13. *Catastrophe Protection.* One optional form of added protection coverage is catastrophe protection, which provides benefits up to \$100,000.00 in addition to basic protection benefits.

14. *Basic Protection Coverage Compulsory.* Basic protection coverage is compulsory in the sense that it is a prerequisite to registering or lawfully operating an automobile.

15. *An Assigned Claims Plan.* Through an assigned claims plan, basic protection benefits are available even when every vehicle involved in an accident is either uninsured or a hit-and-run car.

16. *Injuries Involving Nonresidents.* Motoring injuries that occur within the state enacting the plan and are suffered or caused by non-residents are covered by basic protection; when no policy in effect applies to such injuries, they are handled through the "Assigned Claims Plan."

17. *Extraterritorial Injuries.* Motoring injuries suffered out of state by a person who is an insured, or is a relative residing in the same household, or is an occupant of a vehicle insured for basic protection, are covered by basic protection; except for this provision, no attempt is made to extend the plan to injuries occurring outside the state enacting it.

18. *Multiple Policies and Multiple Injuries.* Provisions are made for allocating and prorating coverage when two or more injured persons are involved.

19. *Discovery Procedures.* Special provisions are made for physical and mental examination of injured person at the request of an insurance company and for discovery of facts about the injury, its treatment, and the victim's earnings before and after injury.

20. *Rehabilitation.* Special provisions are made for paying costs of rehabilitation, including medical treatment and occupational training, and for imposing sanctions against a claimant when an offer of rehabilitation is unreasonably refused.

21. *Claims and Litigation Procedures.* In general the basic protection system preserves present procedures, including jury trial, for settling and litigating disputed claims based on negligence; modifications adapt these procedures to the basic protection plan and particularly to periodic payment of benefits.

22. *Rules Applicable If A Victim Dies.* The benefits of basic protection extend to survivors when an automobile accident causes death; the exemption (see paragraph 3) applies and special provisions treat the problem of overlapping benefits.

23. *Property Damage Dual Option Coverage Compulsory.* Property Damage Dual Option Coverage is compulsory in the sense that it is a prerequisite to registering or lawfully operating an automobile.

24. *Coverage for Damage to Property of Others.* Under the property damage dual option coverage, each policyholder has protection against liability for damage that he negligently causes to others.

25. *Coverage for Damage to the Policyholder's Vehicle.* The property damage dual option coverage can apply also to damage to the policyholder's own vehicle, and it is in this respect that the policyholder has a dual option. If he elects what is termed the "added protection option," he is paid for damages to his own car regardless of fault. If he elects what is termed the "Liability Option," he is paid for damages to his own car only if he can prove a valid claim based on the negligence of another person—for example, the other driver in the typical two-car accident.

26. *Most Negligence Claims For Property Damage Eliminated.* In order to avoid administrative waste that occurs in the present system, the new property damage dual option coverage, through its system of mutual exemptions, does away with most claims by which one driver's insurance company, after paying for a loss, tries to get its money back from the other driver's insurance company.

27. *The Insurance Unit and Marketing Arrangements Are Not Altered.* The insurance unit under the basic protection plan is the same as under the present system; ordinarily, a policy will be issued on a vehicle described in the policy to the owner of that vehicle. It is expected that the new coverage will be marketed in the same way as Automobile Negligence Insurance.¹

WHY NO FAULT FOR AUTOMOBILES

A fall in a bathtub is an isolated event. It is not a social problem. It is not a product of a fast moving society which leaves thousands of victims without means of support or sustenance. The automobile accident victim, on the other hand, is a very marked social problem, both because of his number and because of the source of his injury.²

The only plausible argument that can be made against a problem of rehabilitation for automobile victims is that such a program is equally necessary for victims of all other accidents. It may be true that such a broad program will eventually be found to be desirable, but there are excellent reasons for trying such a program first in the limited area of automobile accidents. One reason is that the volume of automobile litigation shows that there is a sense that justice demands reparation to an extent that does not exist with regard to kitchen accidents or boating accidents. Another reason is that demands for automobile in-

¹ Seavey, Keeton & Keeton, *Torts* (1964, Supp. 1970).

² Marx, *Compensation Insurance for Automobile Accident Victims: The Case for Compulsory, Automobile Compensation Insurance*, 15 Ohio St. L. J. 134, 148 (1954).

jury reparation are crowding the courts and distorting the practice of law, so that some effort should be made to siphon off the demand for reparation. A third reason is that automobile accidents are unlikely to be imagined or fabricated, because they normally occur in public places and are subject to a system of police reporting. A fourth reason is that enough is known about automobile accidents so that their frequency can be predicted and costs of a program estimated. Finally, there is a good possibility of paying for rehabilitation of automobile victims by some sort of tax on automobiles which are already registered and serialized and, therefore, amenable to taxation.³

These reasons are a strange mixture. One can guess that the point about "Crowding the courts and distorting the practice of Law" was inserted to enlist support from segments of the legal profession. The concern with fraud would seem to be premised on the supposition that an individual at home might deliberately break his own legs in order to gain compensation, and is thus calculated to placate those who are concerned about malingering in today's society. One can only speculate why volume alone should create the "sense that justice demands reparation." Finally, defining the existence of a group that can be easily identified and taxed either goes only to practicality or amounts to question-begging.⁴

The increasing cost of automobile insurance, estimated to have risen nearly fifty (50%) per cent in ten (10) years, has not jumped as drastically as medical care and hospitalization, automobile repairs, and lost wages, which are major factors in the cost of claims. But the insurance cost has led to the question—where and how is the insurance dollar being spent and how much is the injured person receiving.⁵

The Senate Judiciary Committee in its staff study reported that underwriting guides from twenty-five (25) insurance companies listed nine companies refusing to insure "any operator, or risk, cancelled, refused or declined by another company"; five (5) companies declining to write insurance for "nationals of other countries"; and three (3) companies rejecting all "persons living in substandard environmental areas." Agents were cautioned in guidelines to be wary of "applicants who speak poor English, are actors, or in similar artistic occupations, and are not as conservative as we like to see in the average risk." If a protest were

³ Conard, *The Economic Treatment of Automobile Injuries*, 63 Mich. L. Rev. 279, 298 (1964).

⁴ Franklin, *Replacing the Negligence Lottery: Compensation and Selective Reimbursement*, 53 Val. Rev. 776 (1967).

⁵ ———, *Auto Insurance Pot Boils Over*, 3 Trial 12 (November, 1967).

made, companies retained the right to refuse renewal on the ground that the customer had an "antagonistic attitude."⁶

The legal department of the American Automobile Association consisting of ten million members in the United States says in a Washington report: "Companies will pay \$50.00 without question to obtain a release while at the same time dragging their feet and delaying claims of larger amounts in the hope claimants will be disposed to settle for less, rather than wait for long periods of time because of litigations and legal expenses."⁷

The American Automobile Association says this :

Much of the proceedings before State Corporations Commissions or other ratemaking boards are not adversary in nature; the companies united, present their case as a group (through rating bureaus) to a board which may or may not have adequate staffing or ability to scrutinize the material. It is difficult, if not impossible, for the public to be represented before these bodies, and if they can appear, there is the question of which group is doing the work and paying the expenses needed to challenge contentions.⁸

THE ADVOCATES AND DISSENTERS

The present system is a dismal failure when measured as a way of compensation for personal injuries suffered in automobile accidents. Many injured persons receive nothing at all; many others receive far less than their out-of-pocket losses.⁹ This discrepancy between loss and compensation is partly due to financial irresponsibility of a substantial percentage of drivers. The owners of between ten (10) and fifteen (15) per cent of the cars on the nation's highways have failed to obtain insurance to cover the operation of their vehicles.¹⁰ The gap between loss and compensation is mostly due to the role of fault in the system.¹¹

In general, an injured person must seek compensation from the other driver's insurance company, not from his own insurance company. To get a hearing in court or even in the insurance company from which he hopes to receive an out-of-court settlement, an injured person must assert

⁶ *Id.* at 12.

⁷ *Id.* at 12.

⁸ *Id.* at 12.

⁹ Keeton, R. E., *Elimination of Fault Principal and Collateral Benefits—Keys to Basic Protection*, 3 *Trial* 18, October, November (1967).

¹⁰ *Id.* at 16.

¹¹ *Id.* at 16.

that he was blameless and that the "other driver" was at fault, that is, was negligent. If this theory were, in fact, faithfully administered, most traffic victims would go uncompensated. Happily this is not the case. Insurance companies are ever mindful of the cost of litigation and fearful of a jury verdict that disregards the judge's instructions on fault and awards something anyway. Thus, insurance companies settle with a very high percentage of the traffic victims who make claims—reliably estimated in some quarters to be as high as eighty-five (85%) per cent.¹²

Fault, nevertheless, plays a role. It is still sometimes faithfully applied in cases actually tried. And in virtually every case the threat that the fault criterion will defeat the claim looms as a factor in the settlement negotiations. In cases of severe injury it helps to produce settlements in which compensation is far less than the victim's out-of-pocket loss, even though in theory if he is entitled to anything at all, he is supposed to receive, in one lump sum, enough to compensate him fairly and reasonably not only for all of his past and future out-of-pocket losses but for his past and future pain and suffering as well.¹³

Prompt payment of compensation is rare. The present system is cumbersome and slow. It delivers its benefits too late. These delays pile up while the parties and their lawyers bicker about who was at fault and what lump sum of damages they suppose a jury would allow if the cases were tried. Moreover, in their overwhelming number and time consuming nature these automobile cases are choking the court calendars and delaying the administration of justice in other types of cases as well. Typically automobile accident cases constitute two-thirds or more of a court's civil jury docket.¹⁴

Injustice is rampant in the present system. Of course injustice in some individual cases is bound to occur in any system administered by human beings. But automobile insurance is plagued by inherent injustices that occur even when everybody is doing his assigned task faithfully and efficiently. The long delays characteristic of the system produce a cruel injustice that strikes harder as injuries are more severe, and hardest at those most in need, the disabled breadwinner and their families. A hard-bargaining insurance company can buy the claim of such a person with a previous settlement offer that capitalizes on his pressing needs in the face of the long wait for trial. According to a recent study of traffic accidents

¹² *Id.* at 16.

¹³ *Id.* at 16.

¹⁴ *Id.* at 16.

in Michigan," the man who has a severe injury is likely to settle for it quickly only if he settles for a relatively small amount."¹⁵

The present system, while awarding far too little or even nothing to some victims, makes generous and even profligate awards to others—especially to the trivially injured. This pattern of generous treatment to those with relatively little injury has led one observer, describing the process of compensating for traffic injuries in New York City, to exclaim, "from wrecks to riches."¹⁶

Motoring should pay its way in our society. Injuries are part of the inevitable toll of using as many drivers as we choose to license on the kinds of roads we choose to provide. Curiously, this system is ardently defended under the banner of the morality of basing compensation on fault—forcing one to make payment only if he is in the wrong and only to those in the right. Such a system faithfully applied, would pay a few victims in full for all loss and would pay all others nothing. These payments would be made by the individual wrongdoers. Those who defend the *status quo* on this moral theory seem strangely unaware of the inconsistency between their theory and what actually happens. Most victims are paid a fraction of their losses, and not by the wrongdoers but by the wrongdoers' insurance companies with money paid in by many others who have done nothing wrong at all.¹⁷

The present system is also appallingly wasteful. Nationwide, less than fifty cents of the automobile liability insurance dollar ever reaches the hands of any injured person. The rest goes to agents, adjusters, investigators, lawyers, overhead and profit. This is not to say these people are being overpaid. Fighting over who was at fault in the accident, over translating a day of pain and suffering into dollars, and over how soon and how fully an injured person will recover takes time, skill and effort of many different people, and inevitably this costs money. Most disputed cases—by far the greater percentages—involve injuries that are not severe, and in these small cases it often happens more money is spent in fighting than the claim is worth if valid. Added to this, of course, is a fortune in tax dollars used to maintain the courts, whose time is consumed by these cases.¹⁸

The system is topped off with powerful temptations to dishonesty. To

¹⁵ *Id.* at 16.

¹⁶ *Id.* at 16.

¹⁷ *Id.* at 16.

¹⁸ *Id.* at 16.

the toll of physical injury is added a toll of psychological and moral injury resulting from pressures for exaggeration to improve one's case or defense, and even for outright invention or perjury—to fill any gaps and cure any weaknesses. These inducements strike at the integrity of driver and victim alike, all too often corrupting both and leaving the latter twice a victim—physically injured and morally debased. If one is inclined to doubt the influence of these pressures, let him compare his own rough-and-ready estimates of the percentage of drivers who are at fault in accidents and the percentage who admit it under oath. Of course that disparity is partly accounted for by self-deception, but only partly. And even the explanation of self-deception does not justify a system that depends on criteria of payment demanding that parties and witnesses reconstruct accidents with split-second accuracy, when no man's power of observation and memory is that good.¹⁹

There are other ways no fault automobile insurance permits a person to reduce his automobile insurance costs, namely, in the way that payments for pain and suffering are handled. At present, the Compulsory Insurance laws (in Massachusetts, New York, and North Carolina) require one to buy insurance that pays pain and suffering damages to other persons he carelessly injures. The financial responsibility laws of the other forty-seven (47) states, though not requiring such insurance, strongly encourage it. In contrast, the new plan provides basic protection benefits to be paid by one's own insurance company rather than the other driver's insurance company. Thus it becomes feasible to give an insured a choice of whether he wants coverage for pain and suffering, a choice that no one has under the present system, because one cannot be given the choice not to pay others.²⁰

Under the Basic Protection Plan, a policyholder may buy added protection coverage, providing payments for his pain and inconvenience up to the amount of \$5,000.00. (This is the amount of the basic protection exclusion of pain and suffering damages from negligence trials. Above that amount one can still claim for his pain and suffering in a negligence suit.) The driver is free to decline pain and inconvenience coverage for the first \$5,000.00 if he prefers to reduce his insurance costs.²¹

¹⁹ *Id.* at 16.

²⁰ O'Connell, J., *Is it Really Immoral to Pay Regardless of Fault*, 3 Trial 18, October, November (1967).

²¹ *Id.* at 18

The saving under basic protection would be striking. An independent actuary has calculated that, if basic protection were enacted in New York State, not only would twenty-five (25%) per cent more people be paid than under the present system, but also automobile insurance costs would drop from fifteen to twenty-five per cent with coverage up to a higher per-accident limit under basic protection (\$100,000.00 rather than \$20,000.00). Nine (9) per cent more savings (for a total of 24 to 34 per cent) would be achieved if coverage of the same per-accident limit were compared. And all these savings are, according to the actuary, a conservative estimate.²²

Automobile insurance can and should be structured so it covers losses from automobile accidents adequately and fairly. The only question now is whether organized opposition to change will extend to the point that, as happened with medicare, there emerges a federal solution, perhaps involving federal insurance.²³

Exploding on the horizon of America is an old and discarded automobile insurance idea dressed up in frills and sent forth to confuse and charm an unsuspecting public. This is the so-called Keeton-O'Connell Plan which, if adopted, will perpetrate a disaster on the entire public and destroy our concepts of justice. This disaster walks in the guise of "social reform" and "revolutionary improvement." The Keeton-O'Connell Proposal, will create such tremendous public dissatisfaction as to cause a flood of complaints resulting in almost certain federal regulation of the insurance industry.²⁴

The system of justice, under which our nation has existed from its earliest days, requires that when a man is injured and seeks recovery for his injuries from another, he must prove the other person guilty of negligence, he (the claimant) free from contributory negligence and the injuries caused by the defendant. If he proves these three essential elements, he is entitled to recover for all medical expenses (without any deductions) and for all his pain and suffering (without any deductions). If the defendant was not at fault, the claimant is not entitled to recover a penny. This system recognizes the philosophy that a man should not profit from his own wrong. Keeton and O'Connell would abolish the concept of negligence and contributory negligence. They would substitute the

²² *Id.* at 19.

²³ *Id.* at 20.

²⁴ Sargent, D., *Disaster Walks in Guise of Social Reform*, 3 Trial 25-26, October, November (1967).

philosophy that it does not matter how you drive your car, you are still entitled to recover.²⁵

How are we to finance payment to those people who now do not recover under our system of justice? The answer is simple: Keeton and O'Connell would take money out of the hands of innocent victims and put it into the pockets of wrongdoers who perpetrated the disaster upon the innocent. This violates the most basic principles of personal responsibility and fair play.²⁶

Keeton and O'Connell have attempted to eliminate the "expense" objection by removing all the benefits. The Keeton-O'Connell compulsory accident and health policy requires all claims to deduct:

1. All amounts actually received, or which they are eligible to receive, from collateral sources (Blue Cross, Blue Shield, union fringe benefits, sick leave, medicare, medicaid wage income protection, etc.).

2. The first \$100.00 of net economic loss in (excess of deduction in number 1).

3. Fifteen (15%) per cent of the actual wage loss in excess of amounts deducted previously in both numbers 1 and 2.

4. All payment for pain and suffering (modified). It is obvious that you can reduce insurance cost by reducing benefits. A \$1,000.00 life insurance policy sells for a smaller premium than a \$10,000.00 policy. One can easily see if the same deduction were taken away from the present liability insurance policy, the cost would be almost nothing because there would be virtually no benefits.²⁷

Dr. Calvin Brainard, Chairman of the Department of Finance and Insurance, University of Rhode Island, has stated: "If I were advising the motoring public, I would have to separate the good drivers from the bad. I would tell the good drivers to abhor the bill because it would cost them more and give them less benefits. But I would tell the bad drivers to embrace the bill because it is made to order for them."²⁸

M. G. McDonald, Chief Actuary for the Commonwealth of Massachusetts, has determined the cost of the Keeton-O'Connell Compulsory Policy (accident and health) would be nineteen (19%) per cent more expensive than the cost of a \$5,000/\$10,000 liability policy.²⁹

²⁵ *Id.* at 24.

²⁶ *Id.* at 24.

²⁷ *Id.* at 24-25.

²⁸ *Id.* at 25.

²⁹ *Id.* at 25.

Let us consider the drunk who hits the union member and who, himself, is injured. Assume that this man is irresponsible, not only in the way he drives, but in failure to buy income wage protection and an accident and health policy. He never bothered to save the five (5) dollars a week for a rainy day. To that man the insurance company will say, "Step right up, Mr. Irresponsible, you are just the man we want to take care of."³⁰

Professor Keeton says that court congestion is a big problem. In many metropolitan areas, there is no question but that it is. In fact, court congestion will be compounded. In the Keeton-O'Connell proposal, there is the possibility of having two cases whenever there is any kind of serious injury. One may have one suit against his own insurance company and then a second suit against the alleged wrongdoers. And, one may have a right to a jury trial in both cases.³¹

The only person who stands to benefit under this system is the bad driver who is an irresponsible citizen in that he has failed to meet his obligations to himself and his family by not having purchased accident and health insurance and wage income protection.

CONCLUSION

No Fault Automotive Insurance is new and represents a change in the way that we should settle automobile accidents. Some few states have put this new type of automotive insurance into effect. We can now make an empirical study to see how effective No Fault Insurance is and whether the public is satisfied with its results.

We must be patient and very analytical and most of all fair to this study. Most states modify the Keeton-O'Connell Plan to meet their individual needs, but the No Fault Insurance bills that have been enacted have the structural fiber of the Keeton-O'Connell Plan. It shall be modified to meet the needs of the public for which it was designed, and we must allow it to mature from its infancy. It, like all other things, must suffer the pain of growth, and we must learn to accept the pain of change.

No Fault Insurance, Workmen's Compensation, strict liability represent the need of mankind to make provisions for mankind. No fault insurance also represents the erosion of the negligence concept in providing for wrongs committed toward man. Negligence may survive, but its light grows dimmer at each sunset.

FRANK STEWART

³⁰ *Id.* at 25.

³¹ *Id.* at 27.