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LEGISLATION AND ADMINISTRATION

AIR LAW — CONTROL AND INTERLOCKING RELATIONSHIPS — CAB CONDITIONALLY APPROVES LOAN AGREEMENT RESULTING IN TEMPORARY CONTROL OVER SUPPLEMENTAL AIR CARRIER — From prior loans and transactions, Transocean Corporation of California (T.C.C.) owed Atlas Corporation (Atlas) approximately $12,000,000. In need of additional operating capital, T.C.C. negotiated a new agreement with Atlas whereby (1) a new corporation, International Aviation Corporation, was formed, 80% of the stock being owned by T.C.C.; (2) the capital stock of six companies owned by T.C.C. was transferred to the new corporation; (3) T.C.C.'s debt was partially cancelled leaving $2,800,000 payable in five years. An amendment dated January 30, 1959, established a committee to control the operations of the six companies. Atlas now controls Northeast Airlines, a domestic scheduled carrier, and through its arrangement with T.C.C. will control Transocean, a non-scheduled airline. Held: The common control and interlocking relationship, presently existing, is not adverse to the public interest and is therefore conditionally approved.1 Transocean-Atlas Case, CAB Order No. E-14370 (Aug. 21, 1959).

Congress enacted the Civil Aeronautics Act2 to achieve a system of regulated competition in the air transport industry.3 To further this objective, section 408 of the Act forbids mergers, consolidations, and the acquisition of control of an air carrier by another air carrier, common carrier, or other person involved in air transportation without prior Board approval.4 Under section 408(b) the Board is to grant approval unless it will be adverse to the public interest and "will result in creating a monopoly and thereby restrain competition, or jeopardize another carrier not a party to the agreement."5

While the Board has never considered a case exactly like the instant one, it has disposed of numerous other problems arising under section 408. Approval has been denied to the control of an airline by a steamship company;6 but control of an air freight forwarder by a surface forwarder has been approved.7 In a situation somewhat similar to the instant case,8 petitioner owned Cook Cleland's Air Service, Inc., which engaged in sales and service of aircraft and flying instruction, and Cook Cleland's Catalina Airways, Inc., an irregular air carrier which owned one con-

1 Approval was granted, subject to, inter alia:
   (1) Northeast on the one hand shall not, without prior approval, engage in any commercial transaction with T.C.C. and Transocean which involves expenditures by either party of more than $500 or which aggregate $2500.
   (2) The debtor-creditor relationship shall be completely liquidated within five years.
   (3) Annual reports which shall include:
      (a) the total amount of all inter-company transactions,
      (b) an accounting of all items over $500.


3 United Airlines v. C.A.B., 198 F.2d 100, 105 (7th Cir. 1952).


5 C.A.A. § 408(b), 52 Stat. 1001 (1938) (now F.A.A. § 408(b), 49 U.S.C.A. § 1378(b) (Supp. 1958)).

6 American Export Airlines, Inc. 2 CAB 16 (1940).


8 Cook Cleland Case, 11 CAB 295 (1950).
verted surplus plane. The Board approved the arrangement because it found no substantial conflict of interest between the two companies. In the instant case the Board similarly concluded that since Northeast and Transocean were dissimilar carriers such risk of conflict was small.

To further ensure its goal of regulated competition Congress enacted section 409 which prohibits interlocking relationships between an air carrier and another air carrier or a common carrier or person engaged in any phase of aeronautics without prior Board approval. The problem of a common director for two carriers "is not a question of the personal integrity of the director," it is rather a problem concerning the conflict of interest that may arise because of the relationship. In an early decision under section 409, a railroad controlled two subsidiary lines, one of which was in competition with an air carrier. Petitioner was a director of the non-competing subsidiary and sought to become a director of the air carrier. The Board denied approval to the application. In light of this decision, it might seem unusual that the Board would grant approval to the interlocking relationship in the instant case. However, in these cases the decision may rest on the presence of other factors of benefit to the public which outweigh the adverse effect of a conflict of interest, or the possibility thereof.

The standard, established by sections 408 and 409, which the Board must use in considering approval of control relationships is the "public interest." This phrase is not merely a vague catch-all expression. In construing another act with a similar provision the Supreme Court has stated: "It is a mistaken assumption that this is a mere general reference to public welfare without any standard to guide determinations." In interpreting the standard, the Board has consistently adhered to the approach enunciated in the Transworld Airlines Inc., Pan American World Airways, Inc. Case:

The Board has long recognized that 'public interest' as used in the Act is not merely a general reference to public welfare but has a direct relation to definite statutory objectives, including the requirements in Section 2 of the Act that the Board foster sound economic conditions in air transportation, encourage the development of the air transportation system properly adapted to the needs of our foreign and domestic commerce, the postal service, and the national defense, and preserve competition to the extent necessary to assure the sound development of such an air transportation system.

In arriving at a determination of whether certain action is in the public interest, the Board balances the various factors present in a given case. In the instant case the Board took into consideration the fact that the agreement will enable Transocean to continue operations by stabilizing its financial condition, that both airlines involved are relatively small and dissimilar types of carriers, and that the arrangement is only temporary. In weighing these considerations against the risk of future competition, the Board concluded that the agreement was not adverse to the public interest.

In his dissent Member Hector was inordinately concerned with the majority's waiver of the Sherman doctrine. His position was that since petitioners had not sought Board approval for their agreement at once, the Board should not hear the merits of the case. The Sherman doctrine was established in its present form in

12 Lehman v. CAB, 209 F.2d 289 (D.C. Cir. 1953).
15 N.Y. Central Securities Co. v. United States, 287 U.S. 12, 24 (1932). The Court spoke in reference to the Interstate Commerce Act, but the statement is equally applicable to the C.A.A.
17 Accord, Acquisition of Marquette by T.W.A., 2 CAB 1, 4 (1940).
1952 in a proceeding involving common control of two airlines which petitioners had effected without Board approval.\(^1\) The Board declared that henceforth:

\[\ldots\] in the absence of exceptional circumstances, an application under 408 or 409 will not be considered by the Board for approval as long as the action or relationship exists in apparent violation of the Act, whether or not the action or relationship in question would ultimately be found to be consistent with the public interest.\(^2\)

This pronouncement was not entirely unexpected, for as early as 1946 the Board declared that “the legislative authorization to acquire control of another air carrier is expressly contingent upon obtaining approval by the Board... therefore we will not countenance the continuing willful violation...”\(^3\) Three years later the Board even more strongly hinted at the coming policy by stating that such “violation shall be accorded such weight as the factual situation may warrant and under ordinary circumstances would be inimical, if not fatal, to the application...”\(^4\)

The doctrine has become deeply ingrained even to the extent that in one case wherein the Board had initially declined to apply the rule the President instructed the Board to deny approval to the acquisition of control because petitioner had acted in violation of section 408 of the Act.\(^5\) In the instant proceeding, however, the Board found that “circumstances prevailed which justified not enforcing the Sherman doctrine.”\(^6\) Nevertheless the doctrine is still in full force; the non-enforcement of it in this case merely shows desirable flexibility in the application of the Board’s rules. The Board was presented with two alternatives. It could either have found that the prior violation precluded approval, thereby throwing Transocean into bankruptcy, or grant conditional approval to afford Transocean the opportunity to continue operations. It made the only just decision open to it.

The conditional approval granted in the instant case would seem to prevent another air carrier from basing an action for treble damages under the anti-trust laws on the same control relationship,\(^7\) but in Slick Airways v. American Airlines, the court said that “regulated industries are not per se exempt from the Sherman [Anti-Trust] Act.”\(^8\) There is an apparent conflict between the circuits as to whether the anti-trust laws are superseded by the provisions of the Civil Aeronautics Act.\(^9\) In the two circuits in which this question, and the allied question of whether the district court has any jurisdiction in this area, has arisen, the courts took opposing points of view. In Slick the court held on rehearing that “the antitrust remedy of treble damages is not defeated by the fact that the Civil Aeronautics Act is also violated.”\(^10\) However, in S.S.W Inc. v. Air Transport Ass’n of America\(^11\) it was

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20 Id. at 881.
21 National-Caribbean-Atlantic Control Case, 6 CAB 671, 682 (1946).
23 Eastern-Colonial Case, 18 CAB 453 (1954). This case required presidential approval because Eastern is a certified carrier and engages in foreign air transportation. Since in the instant case Transocean is not a certified air carrier, and Northeast engages only in domestic transportation, the Board’s decision is not subject to presidential review. C.A.A. § 801, 52 Stat. 1014 (1938) (now F.A.A. § 801, 49 U.S.C.A. § 1461 (Supp. 1958)).
24 Although the Board spoke of “not enforcing” the Sherman doctrine, more “exceptional circumstances” ( supra note 20 and text) would be difficult to imagine. Perhaps it makes no difference whether we speak of applying the doctrine by finding “exceptional circumstances” or whether we speak of not enforcing the doctrine.
26 Supra note 25 at 206-07.
27 The Supreme Court has refused to resolve the controversy. Ibid.; S.S.W. Inc. v. Air Transport Ass’n of America, 191 F.2d 658 (D.C. Cir. 1951), cert. denied 343 U.S. 955 (1952).
held that appellant must first seek relief from the Board. The practical result is that under *Slick* the plaintiff can choose his forum (CAB or district court) whereas under *S.S.W. Inc.* he must first complain to the Board. In neither case, however, had the Board granted approval to the arrangement which was the subject of the complaint. Although the approval of the Board is recognized as a good defense to an anti-trust suit, in hearings before the Board "the antitrust aspects of any agreement [will not] be entirely disregarded in reaching a conclusion as to the effect on the public interest." 

In order to achieve more equality of treatment to all, it has been strongly suggested that the Board discard its present method of operation, namely case by case decisions, in favor of greater use of its regulatory powers so that the industry will be forewarned of what conduct the Board expects in given situations. This certainly is most desirable in the area of safety regulations, for example, but in the area of economic control, particularly under sections 408 and 409 of the Act, the ad hoc approach has proven to be successful in insuring proper consideration of each individual problem. The instant case clearly emphasizes the particular nature of the proceedings by saying, "... our approval here... is not to be interpreted as a presage of future Board action in similar matters."

In this area of economic control, because each case involves factors not present in any other the Board can best fulfill its legislative commission to encourage the growth and promotion of civil aviation through regulated competition by adhering to its present method of balancing the equities in individual cases and avoiding the rigidity of economic regulations in order to determine what is in the best interests of the public.

*Thomas A. McNish*

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**Estate Tax — Inter Vivos Trust Taxable — Beneficiary not Liable for Deficiency.** — Petitioner, born June 28, 1925, was the principal beneficiary of a trust agreement dated September 12, 1941, between her father and a trustee bank. The trust agreement provided in part as follows:

*Fifth:* After said Patricia Marie Baker has attained the age of twenty-one years, the Trustor may, while he is living within the trust term, but only with the written consent of said Patricia Marie Baker, revoke the trust hereby created, or may change or modify this agreement in any manner approved in writing executed and acknowledged by the Trustor and delivered to the Trustee.

Petitioner’s father died in 1951. At this time one-half of the corpus had been distributed to the petitioner as principal beneficiary. On October 7, 1952, the executrix of the decedent’s estate duly filed an estate tax return and for disclosure purposes only reported that the trust had been created. A copy of the trust deed was attached to the return but no part of the corpus of the trust was included in the decedent’s gross estate. On September 6, 1956, the Commissioner of Internal Revenue mailed statutory notices of deficiency and asserted liability against the surviving joint tenant (spouse) of the decedent and the beneficiary.

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34 E.g., The staff delay in processing this case.

Held: (1) The value of the undistributed corpus of an inter vivos trust is includable in the decedent-settler's gross estate where at the date of death he had the power, with the consent of the beneficiary, to revoke the trust. (2) The surviving joint tenant and trustee, but not the beneficiary, of a taxable inter vivos trust are liable as transferees for the deficiency. Melba Schuster, 32 T.C. No. 90; First Western Bank and Trust Co., 32 T.C. No. 92; Patricia B. Englert, 32 T.C. No. 91 (1959).

Inter Vivos Trust Taxable

The federal estate tax is a tax on transfers of property. It is imposed primarily upon the transfer of property at death but it also falls upon certain inter vivos transfers by gift, such as transfers in contemplation of death or other transfers with testamentary characteristics.

Section 811(d) of the Internal Revenue Code of 1939, the forerunner of section 2038 of the Internal Revenue Code of 1954, includes in the gross estate of a decedent inter vivos transfers to the extent of any interest the enjoyment of which, at the transferor's death, is subject to a power in him to alter, amend, revoke or terminate.

Today, under the plain provisions of this section, a decedent's gross estate includes the value of any interest in property transferred by decedent during his life to another in trust, whether the enjoyment of the interest by the beneficiary was subject to any change through the exercise of a reserved power by the decedent, even though that power could not be exercised without the consent of the beneficiary or other persons.

Transferee Liability

The important issue today is not that such a corpus is taxable, but rather, who is liable for the deficiency. The executor is primarily responsible. However, he may have been discharged from liability or the period of limitation for assessment against him may have expired. The discharge of the estate representative from

2 Ibid.
4 Patricia B. Englert, 32 T.C. No. 91 (1959).
5 Int. Rev. Code of 1939, ch. 3, § 810, 53 Stat. 120.
6 Int. Rev. Code of 1939, ch. 3, § 811, 53 Stat. 120.
7 Int. Rev. Code of 1939, ch. 3, § 811 (c) (1) (A), 53 Stat. 120.
8 Int. Rev. Code of 1939, ch. 3, § 811 (e) (1) (B), 53 Stat. 120.
10 Van Beuren v. McLaughlin, 262 F.2d 315 (1st Cir. 1958). This was not always the law. Reinecke v. Northern Trust Co., 278 U.S. 339 (1929), held that a trust created in 1919 (donor died in 1922) was not taxable even though the donor could have effectuated a change with the consent of the beneficiary.
11 Int. Rev. Code of 1939, ch. 3, § 930, 53 Stat. 140 (now Int. Rev. Code of 1954, § 2203): . . . (a) The term executor means the executor or administrator of the decedent, or, if there is no executor or administrator appointed, qualified, and acting within the United States, then any person in actual or constructive possession of any property of the decedent.
   (a) If the executor makes written application to the Commissioner for determination of the amount of the tax and discharge from personal liability therefor, the Commissioner (as soon as possible, and in any event within one year after the making of such application, or if the application is made before the return is filed, then within one year after the return is filed, but not after the expiration of the period prescribed for the assessment of the tax in sections 874 and 879) shall notify the executor of the amount of the tax. The executor, upon payment of the amount of which he is notified, shall be discharged from personal liability for any deficiency in tax thereafter found to be due and shall be entitled to a receipt or writing showing such discharge.
liability does not release any part of the gross estate from any tax lien,\textsuperscript{15} nor does it prevent the assessment of a deficiency against a transferee.\textsuperscript{16}

1. \textit{The Surviving Joint Tenant}

In the first of the three companion decisions under discussion, \textit{Melba Schuster},\textsuperscript{17} the Tax Court held that the Commissioner was authorized to collect the estate tax deficiency from the surviving joint tenant as transferee. The estate tax follows to the surviving joint tenant. She is, as a transferee, personally liable for the unpaid estate tax to the extent of includable property received.\textsuperscript{18} This has been upheld by the Supreme Court,\textsuperscript{19} in spite of a local law to the effect that a surviving spouse is not liable for claims of the decedent's creditors. This does not produce an unconscionable result, however. Unless there is a testamentary directive to the contrary, if any portion of the tax is paid by or collected out of that part of the estate in possession of any person other than the executor, such person may be entitled to reimbursement,\textsuperscript{20} either out of the undistributed estate, or by contribution from other beneficiaries whose share in the estate would have been reduced had the tax been paid before distribution of the estate.\textsuperscript{21}

2. \textit{The Trustee}

In \textit{First Western Bank and Trust Co.},\textsuperscript{22} the second of the companion decisions, the trustee\textsuperscript{23} of a taxable inter vivos trust was held liable both as a trustee\textsuperscript{24} and as a transferee\textsuperscript{25} for the unpaid estate tax where he was trustee at the time of the decedent-settlor's death, and the fact that he was no longer the trustee at the time he received the notice of tax deficiency\textsuperscript{26} was held not controlling. It is the rare fiduciary who gives serious thought to the possibility of personal liability because of his position of trust.\textsuperscript{27} Every trustee is under a duty to see that the representative estate pays its share of the tax burden. The machinery established for the collection of estate taxes from a trustee\textsuperscript{28} is designed to encourage him not to be negligent in the performance of his duties. If every doubt were resolved in favor of the United States, the trustee might be criticized for not acting for the protection of the financial interests of the beneficiaries. However, the assertion of transferee liability against the distributees may cause equal resentment.

\textsuperscript{15} INT. REV. CODE of 1939, ch. 3, § 827 (c), 53 Stat. 127. INT. REV. CODE of 1939, ch. 3, § 827 (a), 53 Stat. 128 (now INT. REV. CODE of 1954, § 6324 (a)(1)) provides that a special lien for estate taxes attaches at the date of decedent's death to every part of the gross estate, whether or not the property comes into the possession of the executor. See generally Anderson, \textit{Federal Tax Liens — Their Nature and Priority}, 41 CALIF. L. REV. 241, 272-75 (1953).

\textsuperscript{16} Estate of J. W. Brainard, 47 B.T.A. 947 (1942).

\textsuperscript{17} 32 T.C. No. 90 (1959).

\textsuperscript{18} INT. REV. CODE of 1954, § 6324 (a).


\textsuperscript{20} INT. REV. CODE of 1939, ch 3, § 826 (b), 53 Stat. 128 (now INT. REV. CODE of 1954, § 2205).

\textsuperscript{21} P.H. 1959 FED. TAX SERV. § 20.2204.1.

\textsuperscript{22} 32 T.C. No. 92 (1959).

\textsuperscript{23} INT. REV. CODE of 1939, ch 38, § 3797 (a)(6), 53 Stat. 469, provides that a “trustee” is included in the term “fiduciary.”

\textsuperscript{24} The statutory basis for the personal liability of fiduciaries is provided in 48 Stat. 760 (1934), 31 U.S.C.A. § 192 (1954): “Every . . . person who pays . . . any debt due by the . . . estate . . . for which he acts, before he satisfies and pays the debts due to the United States from such . . . estate shall become answerable in his person and estate to the extent of such payments, for the debts due to the United States, or for so much thereof as may remain due and unpaid.”

\textsuperscript{25} INT. REV. CODE of 1939, ch. 3, § 900 (a), 53 Stat. 137.

\textsuperscript{26} INT. REV. CODE of 1939, ch. 3, § 900 (a), 53 Stat. 137.

\textsuperscript{27} Greenbaum, “What is the Personal Responsibility and Liability of the Fiduciary for Payment of Taxes?” PROC. N.Y.U. 10TH ANN. INST. ON FED. TAXATION, 881 (1952).

\textsuperscript{28} INT. REV. CODE of 1939, ch 3, § 900 (a), 53 Stat. 137.
3. The Beneficiary

The third of the three companion decisions is *Patricia B. Englert.* In this decision, the beneficiary of a taxable inter vivos trust was held not liable as a transferee for the unpaid estate tax. The Tax Court reasoned that the beneficiary was a "transferee of a transferee" and therefore not liable as a transferee within the meaning of section 900(e), as amended:

(e) Definition of "Transferee." - As used in this section, the term "transferee" includes heir, legatee, devisee, and distributee, and includes a person who, under section 827(b), is personally liable for any part of the tax.

The Tax Court further crystallized its position by holding that the beneficiary was not a transferee within the meaning of section 827(b) as limited by section 811(c) because she did not have or receive the property in contemplation of death. However, it could have been argued that the settlor may have revoked the trust before his death, but by his death the trust became irrevocable. Therefore the beneficiary had or received the property because of his death. The court reasoned that she was not a beneficiary within the meaning of this section as limited by section 811(g) because she was not a beneficiary of a life insurance policy. This decision represents one of the few Tax Court holdings strictly in favor of the petitioner, and though it perhaps should be jealously protected, there are pitfalls for the unwary.

Whether or not a beneficiary is a transferee is a question that has given rise to much litigation and the courts have taken conflicting positions. The courts for the Second, Third and Fifth Circuits have held that a life insurance beneficiary is technically a transferee, but the Sixth and Seventh Circuits have rejected this view. The Third Circuit and the Tax Court insist that the courts must develop a body of federal common law to define the extent of transferee liability, while the other circuits rely upon state law for such a definition.

Two recent Supreme Court cases, *Commissioner v. Stern,* and *Bess v. United States,* companion cases, have announced principles which ought to resolve much of the conflict in the determination of transferee liability. The *Stern* case dealt with transferee liability in the absence of a tax lien and held that there was no transferee liability. The Court reasoned (1) that liability was not to be determined by the formulation of a "federal decisional law," and (2) that in the absence of a lien, the

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29 32 T.C. No. 91 (1959); See also Higley v. Commissioner, 69 F.2d 160 (8th Cir. 1934).
30 Int. Rev. Code of 1954, § 6901 (h) is the present similar provision.
31 Int. Rev. Code of 1939, ch. 3, § 827 (b), as amended, ch. 619, 56 Stat. 950 (1942). The list includes: . . . spouse, transferee, surviving tenant, person in possession of the property by reason of the exercise, nonexercise, or release of a power of appointment, or beneficiary, who receives, or has on the date of decedent’s death, property included in the gross estate under section 811 (b), (c), (d), (e), (f), or (g).
33 The Commissioner has the right to appeal any Tax Court decision by filing a petition for review to the Court of Appeals, if he files such an appeal within six months after the decision is rendered. Int. Rev. Code of 1939, ch 5, § 1142, as amended, ch. 139, 63 Stat. 107 (1949). The judgment of that court then becomes final, except that it shall be subject to review by the Supreme Court upon certiorari. Int. Rev. Code of 1939, ch. 5, § 1141 (a), as amended, ch. 139, 63 Stat. 107 (1949). Upon such review, these courts have the power to affirm or, if the decision of the Tax Court is not in accord with their view of the law, to modify or reverse the decision of the Tax Court, with or without remanding the case for a rehearing, as justice may require. Int. Rev. Code of 1939, ch. 5, § 1141 (c) (1), as amended, ch. 139, 63 Stat. 107 (1949).
34 Rowen v. Commissioner, 215 F.2d 641 (2d Cir. 1954).
36 United States v. Truax, 223 F.2d 229 (5th Cir. 1955).
37 Tyson v. Commissioner, 212 F.2d 16 (6th Cir. 1954).
38 United States v. New, 217 F.2d 166 (7th Cir. 1954).
40 Mary Stoumen, 27 T.C. 1014 (1957).
42 357 U.S. 51 (1958).
existence and extent of transferee liability shall be determined under state law. It further held that no liability exists except that which is imposed by state law. The Supreme Court thus has rejected the view of the Tax Court and the Third Circuit that liability is exclusively a question of federal law. The minority of three, motivated primarily by the desirability of uniformity, favored the view of the Tax Court. The Bess case involved the validity of the federal lien and held the transferee liable because of the prior lien.

It should be noted that both the Stern and Bess cases involved unpaid income taxes, but although these results are not controlling, they might be persuasively analogized to the collection of unpaid estate taxes. The rationale of these opinions demonstrates that they can be applied to all transfers from delinquent taxpayers, regardless of the nature of the property or the tax. The rule was enunciated by the Court in general terms and it has been applied in this spirit by the Tax Court and the Third Circuit, which formerly had championed the contrary view.

One other distinguishing fact should be mentioned. The beneficiaries in both Stern and Bess were individuals. Neither case involved a trust. However, there seems to be no reasonable basis for according a trust, created for the benefit of an individual, different treatment from that accorded the individual directly. The Tax Court has applied this principle to trust funds in Estate of Schneider, by holding beneficiaries of various "Totten trusts" liable as transferees, to the extent of trust assets individually received, for tax deficiencies.

Conclusion

Section 900 of the Internal Revenue Code of 1939 provides a summary procedure for collecting estate taxes from a "transferee" who has received property from one liable for a deficiency. The difficulty is in establishing a determinable standard for ascertaining transferee liability. The Stern and Bess cases have established such a standard. The net result is that if a federal lien attaches, the transferee will be liable, and if the federal lien does not attach, then state law should be applied to determine the transferee liability, a thoroughly desirable result.

William J. Gerardo

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43 For example, the California Probate Code, sections 970 through 977 inclusive, provides for the allocation of federal estate taxes among the beneficiaries according to the share he takes. In regard to trusts, it provides that:

In cases where a trust is created, or other provision made whereby any person is given an interest in income, or an estate for years, or for life, or other temporary interest in any property or fund, the tax on both such temporary interest and on the remainder thereafter shall be charged against and be paid out of the corpus of such property or fund without apportionment between remainders and temporary estates. CAL. PROB. CODE § 973.

(Emphasis supplied.)

45 Supra, note 40. Mary Stoumen, 27 T.C. 1014 (1957).
46 Manufacturers National Bank of Detroit v. United States, 175 F. Supp. 291 (1959);
47 Helen E. Meyers, 30 T.C. No. 68 (1958); Becky Osborne Hampton, 30 T.C. No. 86 (1958); Vernon M. Bingham, 30 T.C. No. 91 (1958).
49 30 T.C. No. 96 (1958).
50 Section 6901 of the Internal Revenue Code of 1954, the substitute for section 900 of the Internal Revenue Code of 1939, provides a single summary procedure for collecting income, estate and gift taxes from a "transferee."