

Real Estate Review

Winter 1984

VOLUME 13, NO. 4

- STANGER SYNDICATION SALES DATA
- LEGAL OPINION, *Richard Harris*
- TAX SHELTER TOPICS, *David A. Smith*
- THE KING OF SYNDICATIONS, *Terry A. Lerman and Stephen P. Jarchow*
- RENOVATING OLDER BUILDINGS: THE RECAPTURE DILEMMA, *G. Timothy Haight and Deborah Ann Ford*
- A SYNDICATION THAT CONVERTS A CONDO TO RENTAL, *Stan M. Lazar*
- OFFICE BUILDING DEVELOPERS AND THE COMMUNICATIONS EXPLOSION, *Theodore H. Schell*
- CHANGING LENDER REQUIREMENTS FOR COMMERCIAL LEASES, *Michael H. Switzer*
- PROFIT VS. PLEASURE: INCOME TAXATION OF VACATION HOMES AND HOBBY FARMS, *Robert M. Kozub*
- PUBLIC AUCTIONS CAN MAXIMIZE REAL ESTATE SALES PRICES, *Sheldon F. Good, Steven L. Good, and Gordon J. Greene*
- DON'T EXPECT MORTGAGE RATES TO FALL WHEN SHORT-TERM RATES FALL, *Ronald E. Copley*
- WHEN BUYERS CAN ASSUME LOW-RATE LOANS, *Michael A. Grayson and Michael N. Silver*
- PROFESSIONAL LIABILITY FOR TAX SHELTER OPINIONS, *Thomas M. Apke*
- PEOPLE AND PROPERTY: DESTRUCTION CLAUSES REVISITED, *Emanuel B. Halper*
- FORECASTING THE IMPACT OF REAL ESTATE CYCLES ON INVESTMENTS, *Clayton P. Pritchett*
- SOCIAL POLICY EYES PENSION FUND ASSETS, *Clarence C. Elebash*
- DEBUNKING THE MYTHOLOGY OF ZONING, *Jack C. Harris and William Douglas Moore*
- PRICE COMPETITION FOR RESIDENTIAL BROKERAGE, *John H. Crockett*
- BOOK REVIEWS

The Real Estate Institute of New York University

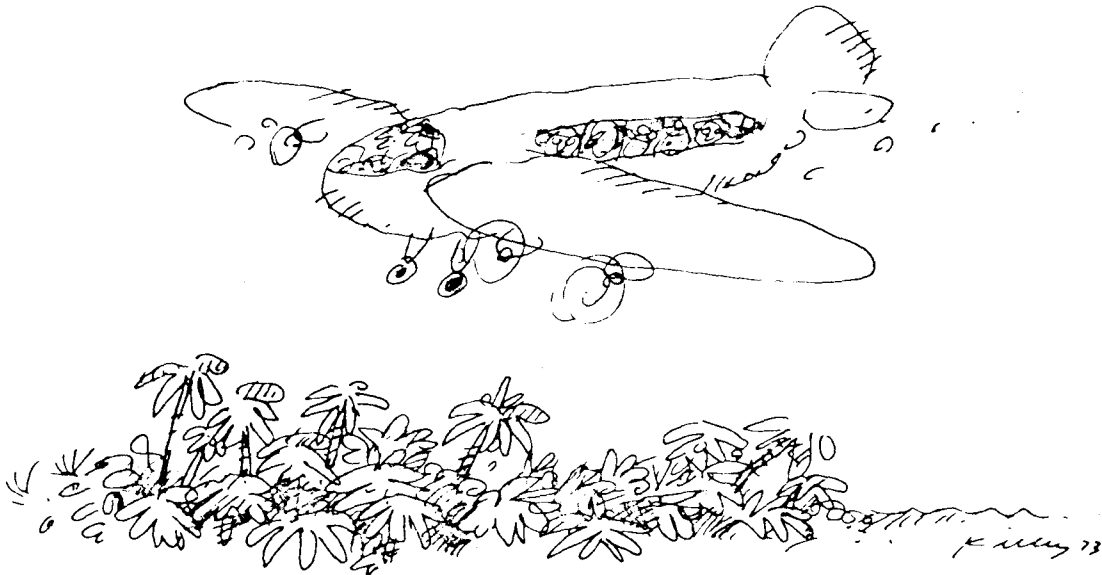
WARREN, GORHAM & LAMONT, INC.



Part I of a series.

People and Property: Destruction Clauses Revisited

Emanuel B. Halper



HARRY PAINE CALLED me on March 3 and told me that he wanted us to fly immediately to Howe's Bayou, Louisiana for a meeting with Ken O'Hara, president and chief executive officer of Kineahora Oriental Imports.

The itinerary was exceedingly complex. A scheduled airline shunned by many business travelers would take us to Atlanta, and then to Mobile, Alabama with a change of planes in Tallahassee, Florida. At Mobile, a seaplane was to pick us up and fly directly to the Howe's Bayou Yacht Club, which, as you might ex-

pect, was located on the bank of the Bayou. We were to join Big Irving there and board Ken's yacht. Finally, the yacht would take us to a secluded spot on the Bayou where, cut off from civilization, we were to negotiate a few lease clauses.

Emanuel B. Halper is a member of the New York City law firm, Zissu Berman Halper Barron & Gumbinger, and an adjunct professor of real estate at New York University. This article has been adapted from the forthcoming 1984 supplement to his book *Shopping Center and Store Leases*, published by Law Journal Seminars/Press.

Destruction Clauses Revisited

I don't refuse Harry's wishes often. He's extremely impatient and can be absolutely terrifying when crossed. But I told him I couldn't go because I was closing a deal for Brent V. Firestone that very day.

Unusually polite, Harry asked whether I would be available during the week of March 10. I told him that I couldn't leave before Thursday, March 13 because I was attending a \$1,000 per plate political banquet on Wednesday night, March 12. At that affair, Dean Mitchell Halderlich (you remember that renowned presidential adviser and author) was to introduce me to four serious candidates for President of the United States and ten senators. I was determined to go because I did not want to disappoint Halderlich, and because meeting such distinguished people is unusual for me. The people I usually meet are title closers, real estate brokers, and office machine salesmen.

Why was Harry in such a rush? What was all the fuss about? Big Irving had stumbled on a new relationship with exciting possibilities. At a recent convention of the Real Estate Intellectual League, he had met Ken O'Hara. Shortly thereafter, he made a deal with Ken for twenty new units—one in each of Harry's shopping centers that had a vacancy. At \$10 per square foot per annum, the minimum rent would total \$1 million.



Ken had reviewed our form lease himself and found all of it to be acceptable (gullible fellow) except for the insurance and destruction clauses. Frustrated because we were close to a bonanza without crossing the finish line, Harry wanted me to prepare a memo on these clauses, accompany him to Howe's Bayou to meet Ken and his lawyer, and get the leases signed.

When Tuesday, March 11 came, Harry told me that, to accommodate my eccentric needs, he had arranged for the meeting to start on Thursday, March 13, at 11:00 A.M. in Howe's Bayou. He would meet me in Atlanta at 9:00 A.M. on March 13. From there, we would fly to Mobile to catch the seaplane. Thus, it became imperative that I fly to Atlanta the night of March 12, the night of the political banquet. I would have to take a very late flight right after the banquet.

I called our travel agent to check the flight schedule. She told me that the last flight to Atlanta on March 12 would leave New York at 9:30 P.M. I told her to try harder. She called back one hour later to announce that there was a flight leaving New York for Atlanta at 12:20 A.M. It flew only once a week, took a long time, and made a few stops. However, I would be there in time to meet Harry.

With transportation plans set, I considered my clothing problem. The wind and snow had refused to acknowledge that spring was only about a week away. I would need a heavy suit for the cold workday in New York, a tuxedo for the banquet, a casual but comfortable outfit for traveling, and tropical sportswear for Ken O'Hara's yacht. Somewhere, I would have to discard the overcoat, hat, scarf, gloves, and boots that I needed for the trip from my home to my office.

Finally, there was Harry's memo. I worked as late as I could and figured that I could finish it on the airplane. Meanwhile, I was pleased with what I had completed, and here it is for your review.

INSURANCE AND DESTRUCTION CLAUSES

When a fire or other catastrophe destroys or damages a shopping center, obscure mortgage and lease provisions come into play.

A tenant can lose a favorable lease. A landlord may reap a windfall because it is released from a burdensome lease, but it receives insurance proceeds. Or the reverse may occur.

What consequences should a fire or other catastrophe have on the relationship between the landlord and the tenant? My view is that if the lease has more than three or four years to run, the fire or other catastrophe should not cause a substantial change of the relationship. The clauses that I recommend below reflect this principle.

Notice that I am using the word "catastrophe," and not "casualty." A catastrophe is a sudden misfortune. Explosions, hurricanes, tornados, floods, earthquakes, sonic booms, riots, and commotions are all catastrophes. Many lease lawyers prefer the word "casualty" instead. I prefer the word "catastrophe" because the insurance industry conceives of casualty insurance as insurance against liability. They also call accident,

health and workmen's compensation, "casualty insurance." On the other hand, they do not include insurance against fire, windstorm, the extended coverage perils, vandalism, and malicious mischief in the term "casualty insurance."

RENT ABATEMENT IN "GROSS LEASES"

There is no definite rule about whether a lessee should continue to pay rent after either the demised premises or other parts of the shopping center are damaged by fire or other catastrophe. In the unlikely instance that a shopping center lease contains no provisions that govern what happens when a building in the center is destroyed, modern common law and statutory law are relevant. But the application of common-law and statutory rules to the destruction of a store in a modern shopping center may have bizarre results. Consequently, modern shopping center leases should contain rent abatement clauses that are triggered by substantial destruction arising from fire or other catastrophe.

Partial Destruction

It is possible that the premises may not be completely destroyed but the damage may be so great that it would be unreasonable to expect the tenant to conduct business in the undamaged part of the store. The lease should provide that if in these circumstances the tenant chooses to close its store until the damage is repaired, rent will abate entirely. The abatement should end when the repair is substantially complete or when the store is reopened for business, whichever is earlier.

Destruction of the Mall

Shopping center tenants may face dreadful problems if parts of the shopping center other than the premises that they lease are damaged by fire or another catastrophe. The destruction of an enclosed mall may make it impossible to conduct business in the stores that front on the mall. Damage to the mall may eliminate access to the store. Even if a mall store has secondary access from the parking area, the destruction of the mall might reduce or eliminate the business, enhancing atmosphere that a storekeeper in a modern shopping mall requires. The charred remains of a plastic waterfall can make strolling so unpleasant that business drops precipitously. Similarly, the effect of the destruction of a portion of the small stores in a center might have such a disagreeable effect on the mall's ambiance that sales in the undamaged stores may suffer extensively.

Consequently, rent abatements should extend to circumstances in which other parts of the shopping center are damaged if, as a result of the damage, it is un-

reasonable to expect the tenant to continue to conduct business from the demised premises.

Resumption of Rent Payments

In the old downtown store leases of yesteryear, abatement would continue for thirty to sixty days after the damage was repaired. This extra rent-free period was intended to give the tenant time to replace damaged fixtures and merchandise. Modern leases often provide for other standards for the termination of the abatement. If the event that triggers the rent abatement is a destruction of the store, the abatement should end when the tenant resumes the conduct of business from the damaged portion of the store even if the repair is not complete.



However, there are circumstances in which the rent abatement should last *more* than (say) sixty or ninety days after the completion of the repair. It may take the tenant a longer time to buy new fixtures and arrange for delivery of fresh merchandise. If the demised premises are being used as a clothing store and the store is totally destroyed on October 1 and repaired by December 1, the tenant would be out of its mind to attempt to resume business before Easter. If the tenant attempted to order Christmas-type merchandise, it might have only two or three pre-Christmas days in which to sell the goods. Thus, any merchant with seasonal business should seek clauses that tie the duration of the abatement to its seasonal needs.

Sometimes damage to a store is so great that the store will not be permitted to resume the conduct of business until a certificate of occupancy is reissued. Tenants should be certain that abatements continue as long as it is not legally permissible to reopen the store.

Rent Insurance

A landlord that is willing to agree to rent abatement during the period between the destruction and restoration can be expected to ask the tenant to pay a few dollars more in rent to cover the cost of rent insurance. Rent insurance compensates the landlord for loss of

Destruction Clauses Revisited

rent in case of a fire or other catastrophe. Because the interest on the landlord's mortgage and real estate taxes do not abate merely because the tenant stops paying rent, rent insurance should be bought as a relatively inexpensive endorsement to a fire insurance policy.

Rent Abatement in Net Leases

The abatement clauses in net leases may differ from those in gross leases. Landlords often propose to tenants in freestanding stores or to supermarket or department store tenants that rent should *not* abate when the demised premises are destroyed by a fire or catastrophe. Some tenants feign shock at such a proposal. But what is bad about the idea if the landlord reduces the rent by the cost of rent insurance?

It is quite inexpensive for the tenant to add a rent insurance endorsement to its fire insurance policy. Consequently, it doesn't make sense for rent to abate if the tenant has agreed to carry fire insurance on the demised premises. The alternative is for the landlord to agree that rent will abate in the event of destruction by fire or catastrophe and for the landlord to insist upon an increased rent to compensate it for the cost of rent insurance.

RIGHTS OF CANCELLATION

Early shopping center leases contained some weird provisions relating to the parties' options to cancel the lease subsequent to damage by fire or another catastrophe. These leases were merely adaptations of leases for stores on the ground floor of downtown office buildings. The owner of a thirty-story building is understandably reluctant to commit himself to rebuild the entire building for the benefit of a ground-floor store tenant in case the building is destroyed by fire.

Early Shopping Center Leases

Early landlord-oriented shopping center leases provided that in case of substantial damage to the demised premises or the shopping center, the landlord could either keep the insurance proceeds and cancel the lease or repair the premises and hold the tenant to the lease. These lease clauses paralleled mortgage clauses that gave the mortgagee the right to decide whether the proceeds of insurance would be applied to the debt or used to restore the damaged buildings.

On the other hand, chain-store tenants offered lease forms that gave the tenant the right to decide whether the lease term would end abruptly as a result of a substantial fire.

A few leases said nothing about what would happen if either the demised premises or the shopping center were destroyed by fire or other catastrophe. Such leases

contained the potential for real problems. Although many states have statutes that govern these situations, the general principles of these statutes cannot be expected to deal with the specific problems that a shopping center landlord and tenant may encounter.

Contemporary Cancellation Clauses for Shopping Center Leases

Shopping center lenders have traditionally based their loans on the ability of shopping center tenants to pay the rent specified in their leases. Such lenders do not wish tenants to have the right to cancel their leases because their stores are destroyed by fire or other catastrophe. Although the standard form of mortgage gives the lender the right to decide whether fire insurance proceeds will be applied to the debt or used for rebuilding, most lenders agree that insurance proceeds should be used to rebuild the buildings provided that the leases do not give the tenants an option to cancel.

Obviously, this is a one-sided requirement. The tenant who signs a lease for a store in a shopping center that is to be built is taking a substantial business gamble. If it has guessed right and the business prospers, but then the store burns down, the tenant would feel exploited if the landlord could then cancel the lease.

Assuming that the remaining lease is long and the credit of the tenant is good, the most equitable way to handle the cancellation provision of a shopping center lease destruction clause is to provide that neither the landlord nor the tenant may cancel. The lease should require that the damage be repaired. Repairs could be made by either the landlord or the tenant. If the demised premises are a department store, supermarket or a freestanding building of any sort, it makes the most sense for the rebuilding to be done by the tenant. If the premises are a small store in a strip of stores, it makes most sense for the landlord to do the rebuilding.

On the other hand, not every retailer is creditworthy, and many creditworthy retail chains refuse to guaranty leases executed by their subsidiaries. Under these circumstances, the tenant's commitment to the space is limited and the landlord can justifiably insist upon a right to cancel in case of substantial destruction.

Store Tenant and the Ground Lessor or Mortgagee

If the landlord's estate is a leasehold that arises from a ground lease, an occupancy subtenant should be concerned about the possibility that the ground lease requires that part or all of the fire insurance proceeds must be paid to the landowner, or that the landowner has the right to cancel the ground lease subsequent to a fire or other catastrophe. To protect itself against these

possibilities, the occupancy subtenant should insist that it have a direct agreement with the landowner. That agreement should provide that the insurance proceeds will be applied solely to the repair or replacement of the damaged or destroyed improvements and that the occupancy lease is binding on the landowner in case the ground lease is cancelled.

If the occupancy lease is subordinate to a mortgage lien that gives the mortgagee the option to require that insurance proceeds be applied to the unpaid balance of the debt, the occupancy tenant should demand that the mortgagee agree that the insurance proceeds will be held in trust and used to discharge the cost of repair and replacement.

Cancellation If Destruction Occurs Near End of Term

If the unexpired portion of the term is only three years at the time that a substantial portion of a store is damaged by fire or another catastrophe, the landlord should have the right to cancel the lease. The tenant would like to have that right also, because it may not pay for the tenant to restock its store with merchandise and reinstall its fixtures when only a short period remains before the expiration of the term.

Thus the parties must establish a relationship between the length of the remaining lease term and the right of cancellation. Many landlords do not want to be involved in a restoration unless they are assured of at least ten years of uninterrupted rent. On the other hand, a few tenants are willing to give a landlord the right to cancel a lease with a remaining term of nine years. Following is one solution.

If the destruction occurs when the lease has between four and ten years to run, the landlord is required to restore, but the term is automatically extended to the tenth anniversary of the completion of the restoration. A variation of this solution gives the landlord the right to cancel in case of a substantial destruction when the lease term has a balance of between four and ten years. But the tenant may nullify the cancellation by agreeing to extend the term to the tenth anniversary of the completion of restoration. An extension that arises from such a restoration is usually in addition to any extensions to which the tenant is entitled because of other options. Most landlords and tenants will insist on a right to cancel the lease subsequent to substantial destruction that occurs when there are less than four years remaining. With such a short period left, the nullification of the cancellation by extending the term will not satisfy the landlord unless the tenant has an option to extend the term pursuant to other provisions of the lease. And when the tenant does have an option to extend, landlords customarily agree that the tenant may

nullify the landlord's cancellation by exercising the option to extend the term.

Defining "Substantial" Destruction

When is destruction "substantial"? Substantial destruction should be defined in terms of a percentage of the total replacement cost. When there are five years remaining in the lease term, the rights of cancellation should probably arise if it would cost 50 percent of the total replacement cost to restore the damage. If there are only three years remaining in the term, the need to spend 35 percent of total replacement cost should be enough to trigger a right of cancellation. If there is less than a year remaining, a 10 percent figure should be sufficient.



REBUILDING CLAUSES

The party obliged to rebuild is usually expected to agree to commence the rebuilding promptly after the destruction occurs. Unfortunately, the party obliged to rebuild may not have sufficient funds to rebuild until it receives the insurance proceeds. Often there are substantial delays before insurance claims are settled, and even after settlement, an insurance company may not pay over the money immediately.

Sometimes this time gap can be bridged with a bank loan. But since the recovery from the fire insurance company is usually not predictable, a lender who lends in anticipation of insurance proceeds can be expected to be very cautious.

Requirement to Rebuild

In gross leases, the landlord is customarily required to restore all damage to the demised premises that is caused by fire or other catastrophe, including those parts of the demised premises that the tenant would be otherwise required to repair pursuant to the repair or compliance clauses. The lease should clearly indicate that the destruction clause supersedes the repair and compliance clauses. That is almost always what the parties intend.

In net lease situations, the tenant might be required to repair or replace the damage caused by fire or other catastrophes. If so, the tenant's obligation extends to any part of the building that would otherwise be required to be repaired by the landlord under the repair or compliance clauses.

Destruction Clauses Revisited

Some landlord's form leases provide that the obligation to repair or replace falls on the landlord if the fire or catastrophe is not caused by the tenant, and that it falls on the tenant if the fire or catastrophe is caused by the tenant. Most tenants won't accept this arrangement if the landlord is expected to carry fire and extended coverage insurance. After all, the insurance proceeds should be paid without regard to whether the fire or catastrophe is caused by the tenant's negligence.

Diligent Prosecution

The lease should require that the work be commenced promptly and prosecuted diligently to completion.

Some tenants insist on having the right to cancel a lease if the work is not begun within six months after the destruction or if it is not completed within a year after the destruction. Landlords are concerned about such rights of cancellation because the restoration might be delayed by a dispute about the adjustment of insurance proceeds or by a cause beyond the landlord's control. A compromise solution to this problem gives the tenant the right to cancel the lease if the work is not begun or completed after an agreed-upon period, but this period is extended for delays that may arise from a failure to adjust insurance proceeds or from causes beyond the landlord's control.

Restoration When Insurance Proceeds Are Not Sufficient

Shopping center leases often provide that the party who has the obligation to rebuild is obliged to do so only to the extent of the insurance proceeds. Many leases ignore what happens when insurance proceeds are less than the cost of the rebuilding. If the lease requires the tenant to rebuild and limits the obligation to the extent of the insurance proceeds, the tenant would probably complete the restoration anyway. Who wants to do business from or with a store that (say) has no ceiling tiles?

If the landlord is obliged to rebuild, but only to the extent of the insurance proceeds, the terms of its mortgage probably will require that it restore the premises after a fire. Consequently, the landlord would be pressed to complete the restoration for fear that the mortgage debt would be accelerated.

However, when a shopping center owner is not personally obligated to repay the mortgage debt, it has the option to forget about the whole deal if things go bad. If a shopping center loses a number of its tenants after a fire or other catastrophe occurs, the landlord may be tempted to abandon the center for which the insurance proceeds are not sufficient to pay either for the restora-

tion or to pay off the mortgage debt. If the owner abandons the center, the lender inherits a shopping center that hasn't been able to make a go of it. Rather than allow this to happen, the mortgagee may have to pay for the portion of the restoration costs that exceeds the proceeds of the fire insurance.

A mortgagee may also be forced to contribute to the restoration of damaged improvements in an economically healthy center. If the fire insurance proceeds are not enough to pay off the debt, and the landlord does not have sufficient cash to pay for the restoration, a prudent mortgagee might lend more money to the landlord to enable it to complete the restoration and preserve the economic viability of the security.

THE ADVENTURE BEGINS

The foregoing was all of my memo that I had completed by March 12. On that morning I came to work carrying a briefcase, a suitcase with clothing for the trip to Howe's Bayou and a garment bag in which I carried my formal outfit. My secretary handed me the airline tickets, and I checked to see if they were accurate. Just a moment! I was booked on a 9:30 P.M. flight instead of the 12:20 A.M. flight!

I was overcome with frustration and rage. Where was my secretary? Why didn't she protect me from this tragedy? She apologized and told me she was having trouble with her boyfriend.

When I then confronted the travel agent, she explained that she had not been functioning well that day because she had a fight with her husband and failed to notice a footnote in the Airline Guide that stated that the flight was scheduled for Wednesday mornings only. There was no 12:20 A.M. flight to catch on Thursday morning.

What could I do? I could choose between leaving a \$1,000 a plate dinner before the food was served to get to the 9:30 P.M. flight or stay to the end of the dinner, postpone the trip, and infuriate Harry. I chose hunger.

I planned to go to the banquet extra early and meet any early arriving politicians. I would eat all the nutritious canapes I could find, shake all the hands I could shake, and rush off to the airport at 8:30 P.M.

At 7:15 that evening, clad in my formal clothes, I arrived at New York's newest and most lavish hotel. I hurried along marble tiled floors and passed potted palm trees and artificial waterfalls that were illuminated by huge crystal chandeliers. As I entered a terrace that served as a gateway to the grand ballroom, I was required to pass through a cordon of secret servicemen that looked like a football team dressed in business suits gathered for its annual lecture on personal hygiene.

Most guests passed through the cordon quickly, but not me. Why was I carrying so much luggage? What was in the bags? Finally, they let me pass.

My next problem was to find a safe place to leave my bags. After waiting on a long line at the cloakroom, I was advised that, according to the rules and regulations of Local 25C of the Amalgamated Cloakroom Attendants and Night Watchmen's Union of America, no unionized cloakroom could accept heavy luggage. What was I to do with the bags?

The clock was ticking. Groups of well-publicized faces were passing. A mayor of a major city suggested that I try the hotel's bell captain. I thanked him profusely, promised to contribute to his next campaign, and retraced my steps through the swarm of secret service agents to the main lobby.

A \$10 bill was needed to convince the bell captain that he should help me, and that I was a wonderful person. "Don't worry, sir; when you need your bags, I'll be right here to get them and help you along."

But when I returned to the anteroom in which the cocktail party was being held, I felt conspicuously lonely. Groups of tuxedoed and closely shaven politicians were standing around reaching for hands of industrialists, real estate developers, and bankers to shake. My face, however, inspired no recognition or spontaneous burst of affection. I wandered about wishing that I was at the annual convention of the Real Estate Intellectual League where insurance salesmen and chain store lease negotiators make a big fuss over me. I passed the time staring at the canapes and observing the interaction of public service and private wealth.

At 8 P.M. we sat down to dinner. I was seated with Dean Mitchell Halderlich, Senator Beauregard Whitehood of Louisiana, and Governor Buck Steel of Indiana and their wives. Whitehood and Steel were unofficial candidates for the presidency. Beauregard Whitehood greeted me with warmth and affection and promised to cut the federal budget deficit severely. When I told him that I was on my way to Louisiana for a negotiation with Kineahora Oriental Imports, he pointed out that Howe's Bayou was his home parish and that, if I would need anything at all when I was there, I should call on his second cousin, Alphonse Whitehood.

Whitehood was friendly and thoughtful, and I told him so. This provoked him to pledge his friendship and insist that I get involved in his campaign. Halderlich thought that this was a wonderful idea. He mentioned that he and Whitehood would be calling on potential influential supporters on Long Island this coming Sunday. He wanted to know if they could drop in on me then. I pointed out that I was neither influential nor a supporter but that I would enjoy seeing them again and that they were welcome to drop over.

Buck Steel was frustrated that everybody's attention was focused on Whitehood. When he got the floor, he spoke excitedly about his plans to distribute one acre of raw land to each unemployed person and to rehire all of the air traffic controllers fired by Ronald Reagan.



I was still very hungry and hoped to get through the cantalope and green salad before rushing off to the airport. I stared at a beautiful pink-orange cantalope with primitive desire. Eating was frustrated, however, first by the *Star Spangled Banner* and then by the ascent to the rostrum of the noted clergyman, Reverend J.J. Quackenbush. Before the good Reverend finished grace, it was 8:25 P.M. I was not destined to eat cantalope that evening. There was just enough time to leave the banquet, find the bell captain, grab my luggage, and board the taxicab that would take me to LaGuardia Airport.

A rare streak of good fortune enabled the cab to reach the airport by 9:12 P.M. Since 9:30 P.M. flights do not serve dinner, my object now was to get to the nearest cafeteria and buy something to eat on the plane. I found a nutritious looking chef's salad and several pieces of fruit, but when I settled up at the cash register, only fifteen minutes remained before flight time. So I was less than flattered when several photographers who noticed me in my tuxedo mistook me for the actor Jack Lemmon.

The reporters and photographers wouldn't leave. They trailed along as I hurried to the gate in formal dress dragging with my left hand three pieces of luggage and an overcoat on a miniature hand truck and carrying in my right hand a paper plate with a chef's salad and two apples.

Dear Reader, this is not the end of the story. There is simply not enough space to tell it all here. In the next issue, I'll tell you what happened on the plane and how I got to Howe's Bayou.