GIS Liability Issues – by Example of US and Polish State of Play

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Abstract. The field of activities associated with Geographic Information Systems is a constantly growing one. The ever increasing number of GIS users constitutes the Geoinformation society, which derives from Information Society Concept. As spatial information is widely used in decision-making in both public and private sector, quite a few thoughts are being spent upon not only development of GIS, but on legal aspects arising from the use of spatial information, such as: access to public (geo)information, copyright ability of spatial data and databases, licensing system policy, privacy rights policy, and liability policy. One shall note the necessity to minimize the risk of the users of spatial information on the one hand and to set the transparent principles of the liability in the use of the information on the other. Neither much ink has been spent on these issues nor is there an established case law in that regard yet. However, we may still attempt to foresee possible legal consequences of providing an erroneous geospatial data or dataset basing on traditional legal theories and concepts at hand. The presented work outlines situations in which liability may incur, as well

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as examines existing Polish contract law and tort law in order to shed some light on pitfalls and shortcomings that might incur in the course of using GIS in our country. In particular, the analyzed concepts include negligence, breach of warranty and the product liability concept, which falls under tort law regime.

Keywords: geoinformation, liability, tort liability, product liability, maps, liability of surveyors

1. Introduction

It is quite clear that most citizens would find it quite hard to maintain their daily routines without reaching (consciously or unknowingly) for spatial information. It should be noted that the scope of geographic data used by an average person grows every year, as does the awareness of the importance of this type of data. Surveys conducted in Poland in the year 2004, 2006 and 2009 (Adamczyk 2007; Gajos 2009) one after another paint a fine picture of what kind of needs intricate the use of geodata and encounter the change of attitude of users to geoinformation over these years. This citizenry which uses the spatial information accessed by generally available services of geoinformation infrastructure has been described by the term "Geo-information Society", by J. Gaździcki (Jankowska & Pawełczyk 2014).

The basic legal act on the European continent referring to aspects of using and accessing spatial information so far is the Directive 2007/2/EC of the European Parliament and of the Council of 14 March 2007 establishing an Infrastructure for Spatial Information in the European Community (INSPIRE), which entered into force on the 15 May 2007[2]. The Directive addresses 34 spatial data themes essential for environmental applications. The INSPIRE Directive by all means has served as a good trigger for many institutions to start opening their datasets and sharing them with others, both with institutions and private persons (Cetl, Tóth, Abramić & Smits 2013). However this is not a commonly known fact that the idea of updating, coordinating and making geographic data available was developed a long time ago in the United States and seems to be as old as 100 years old (Robinson 2008). It has been observed that hadn't it been for the technical shortcomings the geographic databases would have been launched in US

[2] Official Journal of the European Union, L 108, 25 April 2007.

decades ago. Ones of first to understand the potential of geographical information were President Theodore Roosevelt who as early as in 1906 signed the Executive Order creating the U.S. Geographic Board and President Woodrow Wilson who in 1919 signed the Executive Order establishing the Board of Surveys and Maps (Robinson 2008).

In fact, the United States, with its astonishingly well-established jurisprudence in that regard, seem to be one of the first countries to understand the potential (and the threat) of the geographical data. In US legal issues surrounding the consequences of using spatial data seem to spark much more attention than on the European ground. The increase in the number of geographic information (GI) related cases that came on trial before the courts in US must have driven the necessity for deeper analysis of law regarding GIS. Conclusions that have been made before US courts may be a good point of reference when analyzing the possible evolution of GI laws in Poland or other countries.

2. The US Legal Experiences with GI

2.1. The Case of Inaccurate Data on the Map

The case of Murray v. United States[3] came on for trial before the court on 4 May 1971 and regarded the air crash of a plane, Cessna 206, carrying the pilot and two passengers on board. The accident happened on 8 November 1969 after the plane had arrived at the Bryce Canyon Utah Airport at night and there had been no runway lights on. United States of America was the defendant because the agency the Federal Aviation Administration was the operator of the government Flight Service Station at the airport. In this case it has been concluded that this is the elementary knowledge of all airmen recognized in many government publications and acknowledged as a customary practice that a night pilot either without the radio or with a radio that has gone dead shall in the event of approaching the airport, which the runway lights are not on, circle the field in order to get those lights turned on. One of the witnesses testified before the court that the plane before crush has been seen circling the field and blinking its landing lights. The court referred also to maps and information concerning airport available at the time of the accident. According to the U.S. Government Flight Infor-

[3] Mary Jean Murray et al., and Nancy Jeanne M. Droubay et al., Plaintiffs, v. United States of America, Defendant, 327 F. Supp. 835 (D. Utah 1971), available at: https://www.courtlistener.com/utd/8qUG/murray-v-united-states/, as of 16 May 2014.

mation Publication "Enroute Low Attitude U.S.", in effect on that date, the airport had a Flight Service Station and it had available runway lights at night. The legend of the map indicated that "L" with an asterisk meant such runway lighting was available on prior request. At the same time the information given for the mentioned airport was a plain "L" with no asterisk. Also, according to another government-published aeronautical map, that was in effect at that time as well, the information given without asterisk indicated that the runway lights were on from sunset to sunrise or could be obtained by request, either by radio or by circling the field. It has been proved that the FAA Facility Management Manual puts an obligation on the facility chef of the FAA Flight Service Station to review and update data given for his facility on aeronautical maps as well as to put effort keep the information "accurate, complete and current". Therefore the court concluded that "The defendant United States of America had a duty, in connection with its publication and dissemination of aeronautical charts and airport directory information, to truly and accurately represent the runway lighting available at Bryce Canyon, Utah, and the circumstances under which those lights would be on or would be turned on at night. The defendant United States of America negligently published and disseminated certain aeronautical charts and other information which falsely indicated that either the runway lighting at Bryce Canyon was available throughout the night without request or that it was available to a night-flying pilot who circled the field as a means of requesting such lighting. Such negligence on the part of the United States of America in publishing and disseminating false aeronautical information regarding the available runway lighting at Bryce Canyon, Utah was also a proximate cause of the subject air crash, and the ensuing deaths of the pilot and the two passengers"[4].

The court found that the accident gave rise to the governmental tort liability under Federal Tort Claims Act (28 U.S. Code Chapter 171). It shall be noted that pursue to 28 U.S. Code § 2674 the *United States shall be liable, respecting the provisions of this title relating to tort claims, in the same manner and to the same extent as a private individual under like circumstances, but shall not be liable for interest prior to judgement or for punitive damages. If, however, in any case wherein death was caused, the law of the place where the act or omission complained of occurred provides, or has been construed to provide, for damages only punitive in nature, the United States shall be liable for actual or compensatory damages, measured by the pecuniary injuries resulting from such death to the persons respectively, for whose benefit the action was brought, in lieu thereof.* At the same time court examined whether the defendants' acts of negligence did not arise out of the exercise of any discretionary functions within the

4 Ibidem.

discretionary functions within the meaning of 28 U.S.C. Section 2680 (a) and (h). The section states that the provisions of this chapter [...] *shall not apply to –*

(a) Any claim based upon an act or omission of an employee of the Government, exercising due care, in the execution of a statute or regulation, whether or not such statute or regulation be valid, or based upon the exercise or performance or the failure to exercise or perform a discretionary function or duty on the part of a federal agency or an employee of the Government, whether or not the discretion involved be abused [...]

(h) Any claim arising out of assault, battery, false imprisonment, false arrest, malicious prosecution, abuse of process, libel, slander, misrepresentation, deceit, or interference with contract rights: Provided, That, with regard to acts or omissions of investigative or law enforcement officers of the United States Government, the provisions of this chapter and section 1346 (b) of this title shall apply to any claim arising, on or after the date of the enactment of this proviso, out of assault, battery, false imprisonment, false arrest, abuse of process, or malicious prosecution. For the purpose of this subsection, "investigative or law enforcement officer" means any officer of the United States who is empowered by law to execute searches, to seize evidence, or to make arrests for violations of Federal law.

In that case, as well as in the others cited in this paper, the court did not found the application of these exceptions and found the map provider (in this case the United States of America) solely responsible for the suffered damages.

2.2. The Case of Improperly Marked Data in Question on the Map

The case of Reminga v. United States[5] was brought to court after the accident that happened on 17 November 1968, when a plane, a Mooney M-20C single engine four seat aircraft, crashed after flying into a guy-wire of a tall television broadcasting tower located near Rhinelander, Wisconsin. The light plane carried two men on board. The court found out that only the center part of the television broadcasting tower was lit, while the guy-wires we neither lit nor marked. The tower was not standing free, but was supported by guy-wires that extended in three directions from near the top of

[5] Gertrude REMINGA, Executrix of the Estate of Thomas H. Reminga, Deceased, and Barbara Sue Breeden, Executrix of the Estate of James Robert Breeden, Deceased, Plaintiffs, v. UNITED STATES of America, Defendant, 448 F.Supp. 445 (1978), available at: http://www.leagle.com/decision/1978893448FSupp445_1808.xml/REMINGA%20v.%20UNITED%20STATES, as of 16 May 2014.

the 1720 foot tower to anchors approximately one-half mile away from the base of the tower. The court further also found that the location of the guy-wire was inaccurately depicted on the 1967 Green Bay Sectional Chart disseminated by the United States Government. The chart depicted the tower as being west from the town of Starks and south of the railroad tracks, but as a matter of fact it was north from Starks and north of the railroad tracks. This fact was of a relevance because it is common for pilots flying by visual flight rules (VFR) to use railroad tracks as reference points. As it was proven, the location of the guy-wire on the map was the location initially planned, which has been subsequently changed because the Airline Pilots Association objected to it, pointing out that it would be extremely hazardous to erect the tower in such vicinity to railroad tracks. Not going into too much detail this shall be noted that the plaintiffs based their claim on five different grounds, among which one of them referred to the erroneous placement of the tower on the chart:

(1) The United States was negligent in that it improperly marked the tower in question on the official sectional air map.

(2) The government failed to issue a Notice to Airmen (NOTAM) warning pilots of the alleged misplacement.

(3) The government improperly granted permission for the construction of this tower.

(4) The government failed to issue a NOTAM warning that the tower in question had "unusually long" guy-wires.

(5) The Federal Air Administration (FAA) and the Federal Communications Commission (FCC) failed to require proper marking of the television tower.

The suit was brought under 28 U.S.C. § 1346 (of the Federal Tort Claims Act), which in point (b) (1) reads that subject to the provisions of chapter 171 of this title, the district courts, together with the United States District Court for the District of the Canal Zone and the District Court of the Virgin Islands, shall have exclusive jurisdiction of civil actions on claims against the United States, for money damages, accruing on and after January 1, 1945, for injury or loss of property, or personal injury or death caused by the negligent or wrongful act or omission of any employee of the Government while acting within the scope of his office or employment, under circumstances where the United States, if a private person, would be liable to the claimant in accordance with the law of the place where the act or omission occurred[6].

[6] Available at: http://www.law.cornell.edu/uscode/text/28/1346, as of 16 May 2014.

The court recognized that **"the United States has a duty, when publishing and disseminating aeronautical charts, to accurately represent those features it attempts to portray. Where such information is inaccurately and negligently indicated, and such negligence is a proximate cause of plaintiff's injuries, the government is liable for such damages as are caused** [...]it has been determined that that map was copied from the Governmental Sectional Map for Green Bay, and thus the tower misplacement which it contained was carried over into the state map. **Hence the United States Government is directly responsible for any error in the Wisconsin map because of their original and continuing negligence in misplacing the tower on the Sectional Map**. The erroneous marking of this tower on the aeronautical maps normally used by pilots constitutes a real danger to pilots flying according to landmarks, and this was especially true in this particular case. It is common knowledge among pilots that light aircraft flying under visual flight rules use landmarks for navigational purposes. Therefore it is certainly foreseeable to the Government that an error in the placement of this tower would constitute a substantial and unreasonable danger to the pilots, such as these decedents, who use the Sectional Map. In summary, the United States Government is found to be negligent in its distribution of the Green Bay Sectional Maps containing an error in tower placement as described in the findings of fact [...]. Further, I determine that this negligent action resulted in an unreasonable and foreseeable risk to pilots such as decedents, and that this negligent action therefore was a substantial and proximate cause of the accident".

2.3. The Case of a Defect of the Graphic Depiction of the Data on the Map

The case of Aetna Casualty and Surety Company vs. Jeppesen & Company[7] referred to the accident of a plane that happened on 15 November 1964 when a Bonanza Airlines plane flying from Phoenix, Arizona, crashed in its

[7] Aetna Casualty And Surety Company, a Connecticut Corporation, et al., Plaintiffs, v. Jeppesen & Company, a Colorado Corporation, Defendant, 463 F.Supp. 94 (D. Nevada 1978); 642 F.2d 339; 1981 U.S. App. LEXIS 14149; 31 Fed. R. Serv. 2d (Callaghan) 811; 16 Av. Cas. (CCH) P17,644, available at: http://www.leagletax.com/decision/1978557463FSupp94_1536.xml/AETNA%20CAS.%20&%20SUR.%20CO.%20v.%20JEPPESEN%20&%20CO and http://courses.ischool.berkeley.edu/i205/s05/Aetna%20v.%20Jeppesen.pdf, as of 16 May 2014.

approach to Las Vegas. The claims arising from the death of the passengers were settled by Bonanza's insurer, Aetna. Jeppesen produces instrument approach charts aiding pilots in making instrument approaches to airport. The court found that Jeppesen makes its landing charts not only for every commercial airport in the United States, but it also makes navigational charts for every commercial airport in the world, therefore the liability of the map producer is a matter of special concern. The map in question portrayed graphically two views: the "plan" view and the "profile" view. The defect of the map regarded the graphic depiction of the profile which covered a distance of 3 miles from the airport and appeared to be drawn to the same scale as the graphic depiction of the plan, which covered a distance of 15 miles. Aetna's claim was based on the theory that the crash happened due to pilot's reliance on the fault in graphics and that there was a nonconformity between the data and the information delivered in graphics and in words. Jeppesen disputed this claim by proving that that was the custom to draw the profile and the plan view to the same scale and that they have never heard of any pilot complaining about that. The court found that "for every hour of every day there are literally thousands of passengers and crew members of planes which are dependent for their lives upon the Jeppesen charts being accurate in what they purport to represent, being quickly legible and readily comprehensible. The chart here failed in all three respects. The failure of Bonanza to exercise any supervision over the distribution of the charts to, or the receipt by, the pilots, of the many charts (67) contained in Bonanza's Manual of Landing Charts must be considered as a failure on the part of Bonanza to exercise the highest degree of care which it owed not only to the pilots but to the passengers of its planes as well. The evidence was that the custom was for Bonanza to provide a manual of charts but that the corrections and changes and insertions of new ones were sent to the pilots individually from Jeppesen leaving it up to the pilots entirely, not only to examine them carefully before using them, but also to note additions and changes and peculiarities. [...] the difficulty in reaching a conclusion is as to comparative fault between Jeppesen and Bonanza, but the Court concludes from all the evidence and testimony that the evidence preponderates to the conclusion that Jeppesen was 80% at fault and Bonanza was 20% at fault"[8].

[8] Ibidem.

2.4. The Case of Defective Data Portrayed on the Map

The case of Saloomey v. Jeppesen & Co.[9] concerning liability for maps that brought Jeppesen to court regarded a private plane Beechcraft Sierra with a pilot and two other passengers on board. The accident happened on 31 August 1975 when the pilot attempted to land at the Martinsburg, west Virginia airport. In general, the court found that Jeppesen's area chart was defective in designating Martinsburg as having a full instrument landing system by adding a notice ILS to it. At the same time court found that Jeppesen was negligent in the manufacture and in inspection of that chart, but negligent was also the pilot of the plane on the operation of the plane. But it has been proved that the pilot's negligence was not the proximate case of the plane's accident. The court had to decide on the basis of the claim, in other words whether Jeppesen was liable on the product liability basis. It has been noted as a matter of fact that **"Appellant's position that its navigational charts provide no more than a service ignores the mass-production aspect of the charts**. Though a "product" may not include mere provision of architectural design plans or any similar form of data supplied under individually-tailored service arrangements, see Gibson v. Sonstrom, 2 Conn.L. Trib. No. 103, at 3 (Super.Ct. Hartford Cty. 1976), **the mass production and marketing of these charts requires jeppesen to bear the costs of accidents that are proximately caused by defects in the charts**. See Halstead II, supra, 535 F.Supp. at 791; K-Mart Corp. v. Midcon Realty Group, 489 F.Supp. 813, 816-19 & 818 n. 7 (D.Conn.1980); Restatement (Second) of Torts § 402A comments c, f (1965)"[10]. The court accepted, without discussion, that the Federal Aviation Administration flight data drawn on the chart was a product for strict liability purposes and that Jeppesen has taken the special responsibility as the seller. More than that the court observed that Jeppesen is entitled to treat the burden of accidental injury as a cost of production and therefore it may be covered by liability insurance. There was no doubt for the court that Jeppesen shall bear the costs of the accidents when the proximate cause of the accident is the defect on the map.

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9 Katherine H. Saloomey, Administratrix, Estate of Willard Vernon Wahlund, Deceased, Plaintiff-Appellee, v. Jeppesen & Co., Defendant-Appellant. Peter C. Halstead, Administrator, Estate of Erik F. Wahlund, Deceased, Plaintiff-Appellee, v. Jeppesen & Co., Defendant-Appellant; 707 F.2d 671 (1983); available at: http://www.leagle.com/decision/19831378707F2d671_11242.xml/SALOOMEY%20v.%20JEPPESEN%20&%20CO, as of 16 May 2016.

10 Ibidem.

2.5. The US Experience Summarized

As it has been shown on the aboveIt has been observed that the liability regarding maps might be discussed under three theories of liability:

1) negligence,

2) breach of warranty (the implied or the express ones),

3) strict product liability.

The cases discussed above mostly relied on the third concept of liability though other theories sparked much attention not only of the courts but in the literature as well (Raysman 2002, Larsen, Sweeney & Gillick, 2012). More than that, in 1994 Congress exempted the former U.S. National Imaginery and Mapping Agency (currently the National Geospatial-Intelligence Agency) from a liability for maps, charts and publications containing geo-data (Larsen, Sweeney & Gillick, 2012). The exemption, made in 10 U.S. Code § 456, reads as follows:

(a) Claims Barred.— No civil action may be brought against the United States on the basis of the content of a navigational aid prepared or disseminated by the National Geospatial-Intelligence Agency.

(b) Navigational Aids Covered.— Subsection (a) applies with respect to a navigational aid in the form of a map, a chart, or a publication and any other form or medium of product or information in which the National Geospatial-Intelligence Agency prepares or disseminates navigational aids.

However, when the private sector of creating and providing data is involved it has to be stressed that a chart meets the premises to constitute a "product" under the US regulation for defective products and therefore falls under Restatement (Second) of Torts § 402A, pursuant to which:

(1) One who sells any product in a defective condition unreasonably dangerous to the user or consumer or to his property is subject to liability for physical harm thereby caused to the ultimate user or consumer, or to his property, if

(a) the seller is engaged in the business of selling such a product, and

(b) it is expected to and does reach the user or consumer without substantial change in the condition in which it is sold.

(2) The rule stated in Subsection (1) applies although

(a) the seller has exercised all possible care in the preparation and sale of his product, and

(b) the user or consumer has not bought the product from or entered into any contractual relation with the seller.

The producer of a map may be found responsible on the basis of the breach of warranty as well. Under the US law there is a concept of an implied and the express warranty. These are to be found in Uniform Commercial Code 2:313 and 2:314 (see Onsrud 1999).

3. The Polish State-of-the-Art in GI

Similarly to all other EU Member States, Poland is obliged to implement the INSPIRE directive. As it is, the directive is likely to bring about some concern as it comes to the issue of legal liability for disseminating defective data and information, most of all in form of maps. The Polish law is lacking jurisprudence on the liability of map providers. So far we may find judgments and regulations that expose surveyors to legal liability for disseminating defective data on the maps. Pursuant to the verdict of Voivodship Administrative Court in Warsaw enacted on 13 July 2005[11] "the organ shall indicate the premises for choosing the sort of the punishment, having in mind the degree of the fault of the acting person, the kind and the character of the violation [...] in case of questioning the due care of the surveyor it shall be indicated how the due care should look like as well as why it has not been performed. Also, it shall be measured to what degree the punished person's behaviour was culpable (intentional fault or negligent fault), the kind of the fault is always of importance when deciding about the sort of punishment". In other words, the surveyor falls under the Law on Geodesy and Cartography of 17 May 1989[12] regime as well as under the Polish Civil Code of 23 April 1964[13] regime (both tort and contractual liability).

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[11] Verdict of the Viovodship Administrative Court in Warsaw of 13 July 2005, sign. IV SA/Wa 316/05.

[12] Law on Geodesy and Cartography of 17 May 1989, Journal of Laws (Dz.U.) of 2010 No. 193 Item 1287, with further changes.

[13] Polish Civil Code of 23 April 1964, Journal of Laws (Dz.U.) od 2014 Item 121, consolidated act.

Dissemination of geodata involves the discussion whether we are willing to expose the data providers to all sorts of liability or if there are reasons behind imposing legal limitation on the traditional regimes of liability. If we look into the scope and specificity of collecting and providing geoinformation as a result of implementing INSPIRE Directive it seems that we are still about to face these legal questions US did some time ago. It has been raised in the US literature that too strict regime of liability for providing defective geoinformation may limit the scope of the data disseminated or make geodata even more costly. If one had to compare the benefits flowing from the disseminating of data and holding data providers liable it seems that the first one prevails the other. With this in mind US Congress introduced the immunization in that regard for the National Geospatial-Intelligence Agency in 10 U.S. Code § 456. So far Polish law does not provide any exemption of this kind.

If we take a glimpse at the tort liability under Polish law it has to be pointed out that there are at least a few basis worth further analysis, which due to the length of this paper, will be provided in other place. The general rule of liability regulated in the Article 415 of Polish Civil Code states that *whoever by his fault caused a damage to another person shall obliged to redress it*. Considering that many of the bases are being disseminated by governmental and local authorities some more attention shall be brought to Article 417 which in § 1 states that *the State Treasury, territorial self-government unit or another legal person exercising public authority by virtue of law shall be liable for a damage inflicted by unlawful activity or cessation thereof which occurred in exercise of such authority*. According to Article 417 § 2 of Polish Civil Code *where the performance of public authority tasks is mandated, under an agreement, to a territorial self-government unit or another legal person, a joint and several liability for a damage inflicted shall be borne by the contractor and territorial self-government unit mandating such tasks or by the State Treasury*. The responsibility arising from the regulation is based on the principle of risk, contrary to the regulation of Article 415 of Polish Civil Code which introduces the liability based on the principle of fault.

The regulation of the product liability is to be found in the Article 4491 of Polish Civil Code and the following. As there are quite a few details to it is important to note that pursuant to Article 4491 of Polish Civil Code:

§ 1. One who produces within the scope of economic activity (a producer) any hazardous product shall be responsible for any damage caused by such product to anybody.

§ 2. The product shall mean any movable thing, even if it has been attached to another thing. The product shall also mean an animal and electric energy.

§ 3. A hazardous product shall be any product which does not provide safety one may expect while using such product in a normal way. Circumstances of the introduction of a product to trade, in particular the way of presenting it to the market and information offered to a consumer on properties of the product shall decide whether the product is hazardous. One may not maintain that a product does not provide safety merely because a similar product in an improved form has been introduced to trade.

According to Article 4492 of Polish Civil Code *the producer is responsible for a damage caused to another person's property only where a thing having been damaged or impaired can be regarded as a thing commonly designed for personal use and when the sufferer has used it mainly for such purpose.* More than, pursuant to Article 4497 § 2 of Polish Civil Code, that the indemnity for a damage will be due only if the damage exceeds an amount equal to EURO 500. These two provisions introduce limitations on liability for damage caused to person's property. However liability for the damage caused by the product to a person finds no limitation and general provisions shall apply.

Due to the high risk of bearing liability for dissemination of the defective data many providers escape liability by attaching in the license agreement a disclaimer, though this is questionable whether that contractual stipulation will as a matter of fact clear the provider of all the liability. Under Polish law it is possible to escape the liability on the basis of the Article 473 of Polish Civil Code which reads as follows:

§ 1. The debtor may assume by contract the liability for the non-performance or improper performance of the obligation due to specified circumstances for which he is not liable by virtue of statutory law.

§ 2. The stipulation that the debtor is not liable for a damage which he might do to creditor intentionally shall be null and void.

The regulation in question will likely be a subject to greater concern once we are to decide in a case involving the disclaimers of the GI providers, especially as to the question whether it is possible to exclude tort liability by a contract (in favour: Popiołek 2009, Wiśniewski 2007, Gawlik 2010, Rzetecka-Gil 2011; against: Zagrobelny 2006).

4. Conclusions

The country of Poland is still in the midst of facing issues concerning liability in the use of GIS. These are certain to arise if we consider the strong pursuit to implement the INSPIRE Directive. The standpoint of US law reveals the complexity of legal regulations finding application in the case of disseminating defective information. If we pay attention to the case law related to the use of maps under US law we will easily get a fine picture of what to expect in future.

Therefore the stand of Polish law needs examining as well as deciding whether the implementation of the INSPIRE Directive shall not be followed by any statutory immunization of liability, especially of public authorities.

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