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**RECUEIL DES SENTENCES
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Anderson Case

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can not be said to be excessively long, the charge of unlawful detention seems, in case of lawful arrest, not to be founded; and

Whereas the claimant further complains that his request to communicate with the American consul at La Guaira or the American minister at Caracas was refused;

Whereas, however, for this refusal there is only the statement of claimant and his former coclaimant, Mr. Bartlett, whilst out of the letter of the minister of foreign affairs of the United States of Venezuela to the minister of the United States of North America of April 2, 1901, it might be concluded that instead of a formal refusal there might have been only a delay commanded by circumstances, and whilst, on the other hand, it is proved that claimant was let free after about two hours of detainment in consequence of — or in every case posterior to — communications between the Venezuelan authorities and the North American consul at La Guaira and the North American minister at Caracas, the fact of absolute refusal seems doubtfully proved. The rule “in dubiis pro reo” must be here applied in favor of the authorities charged with the unjust refusal.

As to the complaint that the claimant was placed in a small, dirty, dingy, stinking room, this is met by the declaration on behalf of the Venezuelan authorities that he was conducted to the only establishment of correction in La Guaira, whereas it has to be kept in mind that this kind of establishments will almost nowhere seem comfortable for persons of claimant’s social position.

As regards the further ill treatment claimant complains of.

Whereas for this likewise the only evidence is the statement of the claimant and his former co-claimant, Mr. Bartlett, but

Whereas it has to be considered that, from the nature of the facts as to the treatment of prisoners by their gaoler, it will always be difficult to find other witnesses besides the prisoners themselves; and whereas it has further to be considered that not only the Venezuelan authorities did not deny the facts, but that there is no trace of these authorities investigating the facts and thus trying to undo the charge that was brought up against them; and

Whereas this Commission has to investigate and decide the claims that are brought before it only upon such evidence and information as shall be furnished by or on behalf of the respective governments;

It seems that the sworn declaration of the claimant and Mr. Bartlett, as presented in their behalf by the United States Government, not contradicted or debilitated by any other evidence or by any intrinsic defect, can not be set aside; and

Whereas the ill-treatment by the officials for which the government is liable, and on which the claim is founded, exists in insults and in menaces that were not carried out, a sum of \$ 100 seems a just reward, which sum is hereby allowed to the claimant.

ANDERSON CASE

The word “owned” as used in the protocol must refer to claims of American citizens owned at the time of the signing of the protocol.

BAINBRIDGE, *Commissioner* (for the Commission):

At the time of the Venezuelan war for independence, Domingo Hernandez and María Simana García, Spanish subjects, were compelled to emigrate from Venezuela and their properties therein were confiscated by the Government. In payment for the properties thus taken the Government of Venezuela on

December 21, 1846, issued to these parties several bonds, bearing interest at 3 per cent per annum from June 22, 1847. The parties named removed to the city of Humacao, island of Porto Rico, where they died, leaving part of said bonds to Fernando Hernandez y García, who died in February, 1896, leaving said bonds to his son, Fernando Hernandez y Miguene. On the 18th of June, 1903, the latter conferred —

a general and special power of attorney, drawn as required by law, in favor of Mr. Joseph Anderson, jr., resident of Porto Rico, citizen of the United States of America, and a lawyer by profession, so that he might, in the name and as representative of the appearing party, and as owner of said 5 bonds, which he cedes and transfers to him in the legal way, *so that he may claim the payment* of the same, including the corresponding interest before the Commission named to that effect.

The United States now present to the Commission on behalf of Joseph Anderson, jr., a claim, based on said 5 bonds, amounting to 37,250 pesos, principal and interest.

The convention constituting this Commission signed at Washington on the 17th of February, 1903, provides:

“ All claims owned by citizens of the United States against the Republic of Venezuela * * * shall be examined and decided by a mixed commission,” etc.

Claims owned when? Clearly the object of the convention was to provide a method of settlement by arbitration of claims against the Republic of Venezuela owned by citizens of the United States at the time of its negotiation. No other claims could have been within the contemplation of the high contracting parties, and jurisdiction of no other claims is conferred by the convention upon the Commission.

It is neither proved nor even alleged that this claim was owned by a citizen of the United States on or prior to February 17, 1903. The claimant Anderson did not become the owner of it until June 18, 1903, if, indeed, from the evidence presented here he can rightly be said to be the owner at all.

The claim is therefore dismissed, without prejudice, for want of jurisdiction.

THOMSON-HOUSTON INTERNATIONAL ELECTRIC CO. CASE

Commission has no jurisdiction to decide claims against municipalities.

PAÚL, *Commissioner* (for the Commission):

This company, as claimant, presents itself to this Commission, pretending that the Government of Venezuela should be made directly responsible for the payment of the balance of a credit against the municipality of the city of Valencia, amounting to 48,005.28 bolivars up to May 30, of this year, for the service of public electric lighting for previous years and continued up to date by said company, under its contract.

Among the documents presented there is a copy of the original contract between the national executive and Miguel J. Dooley, dated September 21, 1887, granting to the latter, for the term of 25 years, the exclusive right to establish in the territory of the Republic the electric-light system, the grantee having to make special arrangements with the different municipalities for the establishment of the electric lighting in their respective localities.

From the copies of divers arrangements made with the municipal board of Valencia, annexed to the memorial, it appears that said corporation acknowledges as correct the balance due to the company, presented for collection, and