

**REPORTS OF INTERNATIONAL
ARBITRAL AWARDS**

**RECUEIL DES SENTENCES
ARBITRALES**

Thomson-Houston International Electric Company Case

1903-1905

VOLUME IX pp. 230-231



NATIONS UNIES - UNITED NATIONS
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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

found, in accordance with the corporation's books, said corporation claiming at the same time that the company owed, on its side, up to June 26, 1902, the sum of 2,333.35 bolivars for municipal taxes of 1,000 bolivars per annum levied by said corporation on the electric light company, from October 15, 1901. The Thomson-Houston International Electric Company denies to the municipality of Valencia the right to levy an annual tax for the exercise of their industry, basing their arguments on the terms of the original grant of the national government, that in article 4 it states that the said industry would be exempt of the payment of any national, state, or municipal taxes.

The account kept by said company with the municipality of Valencia, up to May 31, 1903, has been presented to this Commission, and said account shows that the company has been receiving lately (in the months of February, March, April and May) cash payments on account amounting to 21,280 bolivars, and the company from the month of March reestablished the public lighting service of 50 arc lights that had been suspended from June, 1902, until February, 1903. This circumstance proves that the business relations between the Thomson-Houston International Electric Company and the municipality of Valencia were in activity by a mutual agreement, and it can not be understood why said company pretends to claim from the national government the payment of the balance of a current account kept with a municipality of one of the federal states whilst the interested parties kept in activity the credit and debit of their account.

This Commission ought to dismiss this claim for lack of jurisdiction, without prejudice to the claimant.

BULLIS CASE

Every nation whenever its laws are violated by any one owing obedience to them, whether he be a citizen or alien, has a right to inflict the prescribed penalties upon the transgressor, if found within its jurisdiction, provided always that the laws themselves and the penalties prescribed are not in derogation of civilized codes.

BAINBRIDGE, *Commissioner* (for the Commission):

Henry C. Bullis, a native-born citizen, of the United States in August, 1900, and for nearly two years previous thereto, was employed as chief mechanical and electrical engineer by the Electric Light Company of Maracaibo, Venezuela. Some of the employees of the company were sympathizers with the revolutionary party then making preparations for an uprising. Quantities of bombs, cartridges, and other munitions of war were brought to the electric-light works, stored there, and taken from there for distribution throughout the city to members of the revolutionary party. Some of the bombs were found by the Venezuelan authorities at the electric-light works in a room to which Bullis had a key, and in his private residence several firearms and a quantity of cartridges for Mauser rifles were found.

Bullis was arrested charged with a violation of the laws of Venezuela. He was tried in the municipal court of Santa Bárbara, convicted, and on November 8, 1900, was sentenced to an imprisonment of three months in the public jail. The case was appealed to the district court of Maracaibo, and the sentence of the lower court was affirmed on November 26, 1900, the court stating in its judgment, that "the guilt of said Henry C. Bullis is plainly proven." Through the intervention of the United States legation at Caracas, Bullis was liberated two weeks before the expiration of his sentence.