

**REPORTS OF INTERNATIONAL
ARBITRAL AWARDS**

**RECUEIL DES SENTENCES
ARBITRALES**

Monnot Case

1903-1905

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A claim is here presented on behalf of Bullis in the sum of \$ 50,000 for wrongful arrest and imprisonment.

A careful examination of the evidence presented in this case convinces the Commission that Bullis was arrested, tried, and convicted in strict accordance with the laws of Venezuela, to which he was at the time subject, and in conformity with the usual procedure of its courts; that his trial was not unnecessarily delayed; that he was provided with counsel; that he was allowed to communicate with the representative of his Government; that there was no undue discrimination against him as a citizen of the United States, nor was there, in his trial, any violation of those rules for the maintenance of justice in judicial inquiries which are sanctioned by international law. It does not appear that he was subjected to any unnecessarily harsh or arbitrary treatment during his imprisonment.

The respondent Government has incurred no liability to this claimant. Every nation, whenever its laws are violated by anyone owing obedience to them, whether he be a citizen or a stranger, has a right to inflict the prescribed penalties upon the transgressor, if found within its jurisdiction; provided always that the laws themselves, the methods of administering them, and the penalties prescribed are not in derogation of civilized codes.

The claim must be disallowed.

MONNOT CASE

Where reasonable inquiry would have revealed that no suit would lie on the part of the Government for property alleged to have been wrongfully imported, an action for the damages caused by such suit will lie.

BAINBRIDGE, *Commissioner* (for the Commission):

The claimant is a native citizen of the United States. In November, 1899, he established a store at Amacura, British Guiana, for the purpose of supplying men employed by him in collecting balata gum, as well as for the sale of supplies and a general trading business. The town of Amacura is located in the territory awarded Venezuela by the Paris court of arbitration. On December 4, 1900, during Monnot's absence from Amacura, a commissioner of the collector of customs at Ciudad Bolívar came to Amacura, seized claimant's goods, and closed his store. A suit was initiated against Monnot before the judge of finance in Ciudad Bolívar on the charge of smuggling certain merchandise, but it was shown at the trial that the last shipment of goods received by him was on October 19, 1900, while the territory was still in British possession; whereupon a decree of dismissal was entered in the action on February 8, 1901, and upon appeal to the supreme court of finance in Caracas the judgment of the lower court was affirmed on March 16, 1903. The claimant states that in January, 1901, his representative having been expelled from Amacura, the Venezuelan authorities took and sold the greater part of his goods and removed the balance from his store; that as he had no means of supplying the large gangs of men employed by him with goods, and who were largely indebted to him for advances in cash and supplies, they took advantage of the situation and ran away, taking with them the gum they had gathered. He also claims that he had engaged men for the season of 1901 and was unable to put them to work, and as a consequence lost the profits for that year.

Mr. Monnot summarizes his claim as follows:

(1) Value of goods seized as per inventory	\$ 2,433.97
(2) Amount lost in advances made to balata gatherers who ran away	5,974.07
(3) Value of the balata gum stolen by said men, 64,800 pounds, at 50 cents per pound	32,400.00
(4) Salaries paid to employees since December, 1900. to February, 1901, 3 months, at \$ 225 per month	675.00
(5) One breech-loading shotgun and one revolver taken from my representative	135.00
(6) Expenses occasioned by the case, such as traveling	2,500.00
(7) Attorney's fees in Ciudad Bolivar, as per receipt, 7,800 bolivars	1,500.00
(8) Indemnity for personal time, attention, inconvenience, etc., occasioned in defense of the case	10,000.00
(9) Indemnity for the loss of the gathering season 1901, for which arrangements and contracts had been made	52,000.00
(10) Indemnity for the loss of all business prospects of my enterprise at Amacura	100,000.00
	207,618.04
Or less amount obtained by sale of goods remaining, sold by order of the court of Hacienda, paid my agent at Ciudad Bolivar, November 4, 1901	936.92
	206,681.12

The learned counsel for Venezuela interposes as a defense to this claim that the proceeding of the revenue officers in seizing the claimant's goods was in perfect accord with local legislation. But it is evident from the record in the case that a reasonable inquiry would have disclosed the fact that Monnot had imported the goods prior to the time the Government of Venezuela took possession of the territory. Mr. Monnot's representative testifies that at the time he made "energetic protests" against the seizure.

Only partial restitution was made to the claimant after the dismissal of the case. He is entitled to compensation for the proximate and direct consequences of the wrongful seizure of his property. In the similar case of *Smith v. Mexico*, decided by the United States and Mexican Commission of 1839 (4 Moore International Arbitrations, 3374), an award was made for the value of property lost or destroyed, pending the judicial proceedings, with a reasonable mercantile profit thereon.

Items 1, 4, and 5 of his claim are allowed. To this amount is added the sum of \$ 2,000 for expenses incurred by him in consequence of the suit. From this total of \$ 5,233.97 must be deducted the sum of \$ 936.92, the amount obtained by sale of the goods restored by order of the court. Interest is allowed upon the balance of \$ 4,297.05, at 3 per cent per annum, from December 4, 1900, to December 31, 1903, the anticipated date of the final award by this Commission.

As to the remaining items of the claim, the evidence is insufficient to establish any liability therefor on the part of the Government of Venezuela, and they are hereby disallowed.

BANCE CASE

A receiver in bankruptcy only acts as administrator of the property of the bankrupt party, and individual credits can not be considered as the private property of any creditor.

Claim dismissed without prejudice.

PAUL, *Commissioner* (for the Commission):

Dr. J. B. Bance, as receiver in the bankruptcy of Ernesto Capriles, claims from the Government of Venezuela, on behalf of Weeks, Potter & Co., Seabury