

# **REPORTS OF INTERNATIONAL ARBITRAL AWARDS**

---

## **RECUEIL DES SENTENCES ARBITRALES**

**Griff Glover (United States) v. Austria and Oesterreichischer-Lloyd**

9 June 1927

VOLUME VI pp. 233-234



NATIONS UNIES - UNITED NATIONS  
Copyright (c) 2006

GRIFF GLOVER (UNITED STATES) *v.* AUSTRIA AND  
OESTERREICHISCHER-LLOYD

(June 9, 1927. Pages 50-51.)

JURISDICTION.—DEBTS, NATIONALITY OF CLAIM.—EXCEPTIONAL WAR MEASURES.

—EVIDENCE: BURDEN OF PROOF. Purchase of boat tickets from Trieste Company in July, 1914. Cancellation of trip on August 3, 1914. Refund of fare by payment, without claimant's authority, to Vienna branch of Prague firm which failed to transmit amount to United States. *Held* that, since on July 16, 1920, Company became Italian, and proprietor of firm became Czechoslovakian national, claimant did not discharge burden to prove that on July 2, 1921, debt was owing to him by national of Republic of Austria. *Held* also that no evidence in record of exceptional war measure.

*Bibliography:* Bonyngc, pp. 28-29.

On behalf of the claimant in case styled and numbered as above <sup>1</sup> it is alleged that in July, 1914, the claimant, an American national, purchased from the Oesterreichischer-Lloyd three tickets for passage on its steamship *Thalia* from Amsterdam to Norway and return; that the sailing of the *Thalia* was cancelled on August 3, 1914, whereupon claimant demanded of the Oesterreichischer-Lloyd's representative a refund of the purchase price of said tickets, 2,740 kronen; that this amount was, without claimant's authority, transmitted in October, 1915, by the Oesterreichischer-Lloyd to L. & G. Halphen in Vienna; that claimant instructed the Halphen firm to transmit said amount in dollar currency to him in the United States, but these instructions were never complied with; and that the said Oesterreichischer-Lloyd is still indebted to the claimant in the sum of 2,740 kronen valorized at the pre-war rate of exchange, or \$257.56, with interest thereon at the rate of 5 per cent per annum from August 3, 1914. It is further alleged that the failure of the said Oesterreichischer-Lloyd and the said Halphen firm to transmit these funds to claimant was due to the existence of exceptional war measures promulgated and enforced by the Austrian Government.

The Commissioner finds:

(1) That the principal office of the Oesterreichischer-Lloyd was in July, 1914, and still is at Trieste;

(2) That the principal office of L. & G. Halphen and its successor was in July, 1914, and still is at Prague;

(3) That upon the coming into effect of the Treaty of St. Germain on July 16, 1920, Trieste became Italian territory and Prague became Czechoslovakian territory; and

(4) That upon the coming into effect of the Treaty of St. Germain the Oesterreichischer-Lloyd became an Italian national with the name Lloyd-Triestino and the proprietor of L. & G. Halphen became a Czechoslovakian national.

It follows that the claimant has failed to discharge the burden resting on him to prove that on July 2, 1921, the debt declared upon was owing to him by a national of the Republic of Austria as then and now existing.

The Commissioner further finds that there is no evidence in this record of any exceptional war measure taken by the former Austrian Government or any other Government which interfered with the transmission to claimant of funds claimed by him.

<sup>1</sup> Original report: United States of America on behalf of Griff Glover, claimant, *v.* Austria and Oesterreichischer-Lloyd, *Impleaded*, docket No. 9.

Applying the rules announced in Administrative Decision No. II to the facts as disclosed by the record herein, the Commission decrees that under the Treaty of Vienna the Government of Austria is not obligated to pay to the Government of the United States any amount on behalf of the claimant herein.

---

JOSEPH AMSCHLER (UNITED STATES) *v.* AUSTRIA AND BANCA COMMERCIALE TRIESTINA

(June 9, 1927. Pages 51-52.)

---

JURISDICTION.—DEBTS, NATIONALITY OF CLAIM. Deposit in Austrian bank which on July 16, 1920, became Italian national. *Held* that debt is not “enemy debt” within terms of Treaty of Vienna.

*Bibliography:* Bonyngé, pp. 28-29.

On behalf of the claimant in case styled and numbered as above <sup>1</sup> an award is sought against Austria based exclusively on a bank deposit of 5,248 kronen and 75 heller to the credit of claimant in the Banca Commerciale Triestina, located at Gorizia, which prior to the war was embraced in the territory of the former Austrian Empire. On the coming into effect of the Treaty of St. Germain on July 16, 1920, Gorizia became a part of and the debtor bank a national of Italy. <sup>2</sup>

The Commissioner holds that the Banca Commerciale Triestina is not with respect to claimant an “enemy debtor” within the meaning of that term as found in the Treaty of Vienna and that the claim here asserted is not an “enemy debt” falling within the terms of that Treaty.

Applying the rules announced in Administrative Decision No. II to the facts as disclosed by the record herein the Commission decrees that under the Treaty of Vienna of August 24, 1921, the Government of Austria is not obligated to pay to the Government of the United States any amount on behalf of the claimant herein.

---

FRIEDERIKE GOTTLIEB (UNITED STATES) *v.* AUSTRIA AND BOHEMIAN SAVINGS BANK

(June 9, 1927. Pages 52-53.)

---

JURISDICTION.—DEBTS, NATIONALITY OF CLAIM. Deposit in Austrian bank which prior to July 16, 1920, became Czechoslovakian national. *Held* that debt is not “enemy debt” within terms of Treaty of Vienna.

*Bibliography:* Bonyngé, pp. 28-29.

---

<sup>1</sup> Original report: United States of America on behalf of Joseph Amschler, claimant, *v.* Austria and Banca Commerciale Triestina, of Gorizia, Italy, *Impleaded*, docket No. 337.

<sup>2</sup> See Banca Commerciale Triestina *v.* Banque des pays de l'Europe centrale before Italo-Austrian Mixed Arbitral Tribunal, decided on November 12, 1924, V Dec. M.A.T. 523.