

REPORTS OF INTERNATIONAL ARBITRAL AWARDS

RECUEIL DES SENTENCES ARBITRALES

**Hugo Dylla (United States) v. Austria; John Szanto and Szekely Varga Katalin
Szanto v. Austria; Charles Gasper (United States) v. Austria**

22 March 1929

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kronen, and (i) that this claim became impressed with American nationality on July 24, 1919.

Final judgment in this case is reserved.

HUGO DYLLA (UNITED STATES) *v.* AUSTRIA; JOHN SZANTO AND
SZEKELY VARGA KATALIN SZANTO *v.* AUSTRIA; CHARLES
GASPER (UNITED STATES) *v.* AUSTRIA

(March 22, 1929. Pages 104-105.)

BONDED PUBLIC DEBTS: COLLECTION OF INTEREST COUPONS.—EVIDENCE: BURDEN OF PROOF. Purchase of Austrian War Loan bonds through American and Austrian banks. Understanding, acquiesced in by claimants, that bonds shall be held, interest coupons shall be collected, and proceeds shall be placed, by Austrian bank in deposit of American banks. *Held* that claimants failed to prove existence of debts due by Austrian national.

Bibliography: Prossinagg, p. 42.

In each of these three cases the bonds involved were purchased by the claimant through American bankers from the impleaded Austrian debtor.¹ The impleaded debtor was notified that the bonds had been subscribed for account of the claimant but notified the claimant in writing that the bonds would be held by it in the deposit of the American banker, the latter being "the only one who may dispose of the subscribed War Loan". So far as appears from the records the claimant in each case acquiesced in this arrangement, and the bonds continued to be held by the impleaded debtor in the deposit of the American banker. When the coupons matured they were collected by the impleaded debtor and the proceeds placed to the credit of the American banker, which was in accordance with the understanding, acquiesced in by the claimant, that the bonds (and hence the interest thereon) should remain with the impleaded debtor in the deposit of the American banker. These cases are distinguishable from the Zohrer case (docket No. 1083-A)² in that in each of these cases the claimant was not entitled to receive the interest payments on the bonds save through the American banker through whom the bonds were purchased. The claimant in each case has failed to discharge the burden resting on him to establish a debt due him by an Austrian national. The cases are dismissed.

HARALD WALDEMAR VON CAMPEN (UNITED STATES) *v.* AUSTRIA

(March 22, 1929. Pages 105-106.)

JURISDICTION: DEBTS, EXCEPTIONAL WAR MEASURES.—DEPRECIATION OF SECURITIES, CURRENCY NOTES.—EVIDENCE: BURDEN OF PROOF. *Held* that alleged indebtedness to claimant of claimant's brother, a Danish national, alleged payment by the latter with depreciated securities and currency notes

¹ Wiener Bank-Verein, Budapest Branch.

² See p. 272 *supra*.