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Jeanette Selinger (United States) v. Germany

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JEANETTE SELINGER (UNITED STATES)
v. GERMANY

(August 13, 1926, pp. 744-745.)

PROCEDURE: ASSIGNMENT OF CLAIMS; CONFIRMATION BY COMMISSION OF AGREEMENT BETWEEN AGENTS.—WAR: DESTRUCTION OF CHARTERED VESSEL.—DAMAGE: VALUE OF CHARTERER'S INTEREST IN VESSEL. Sinking by German submarine on May 2, 1917, of Japanese vessel chartered by American corporation, subchartered by British corporation. Claim for value of American corporation's interest in vessel, assigned to claimant. Application of rules announced in Administrative Decisions Nos. VII and VII-A, see pp. 203 and 330 *supra*. Confirmation of agreement between Agents on value of charterer's interest. Damages allowed.

PARKER, *Umpire*, rendered the decision of the Commission.

This case is before the Umpire for decision on a certificate of disagreement of the National Commissioners.

In so far as the facts are reflected by the meager record herein, they are as follows:

On August 31, 1916, Hashimoto Kisen Kabushiki Kaisha, Japanese owners of the *Taizan Maru*, of Japanese registry, entered into a time charter-party with the American Star Line, Inc., of New York, an American national, by the terms of which the owners chartered the said steamship to the charterer for a period of about 18 calendar months from date of delivery at £7,562.10.0 per calendar month, which was at the rate of 27s. 6d. per deadweight ton per month. According to the charter the ship was classed 100 A 1 Lloyd's and had a total deadweight capacity of 5,500 tons. The charter contained certain territorial restrictions not necessary here to notice. It provided that the charterer should carry war-risk insurance on behalf of the owners, to be approved by them, on the hull and machinery to the extent of £100,000 and that the vessel should be delivered to the charterer not earlier than October 1 or later than December 15, 1916. It is alleged that delivery was effected on November 4, 1916.

On November 29, 1916, the "American Star Line of New York" as "disponent Owners" entered into a time charter-party with Furness, Withy & Company, Ltd., of London, as charterers, by the terms of which the latter hired the *Taizan Maru* for a term of about 12 calendar months at a charter hire of £10,312.10.0 per calendar month (at the rate of 37s. 6d. per deadweight ton per month), the subcharterer agreeing to carry on behalf of the owner war-risk insurance to the extent of £100,000 as stipulated for in the original charter. Under this subcharter delivery was effected on April 4, 1917.

While the record in this particular case does not disclose the trade in which it was intended the *Taizan Maru* should engage under the subcharter, it is a matter of history that beginning with January, 1916, for reasons of efficiency and economy and in order to eliminate competition in chartering between the Allied Governments themselves, Furness, Withy & Company, Ltd., acted for the British Board of Trade in chartering tonnage not only for Great Britain but for her Allies as well, particularly France and Italy (Fayle, "Seaborne Trade," volume II, pages 249, 260, 264, 275, 296, 315, 316, 318, 323, 325, 326, 356). This trade was most hazardous, involving as it did transporting for the Allies materials, munitions, and supplies for their direct and indirect war needs.

On May 2, 1917, the *Taizan Maru* was captured in the Irish Sea by a German submarine and sunk by bombing. At that time she had a cargo of iron ore from Carthage, Spain, destined for Ardrossan, Scotland.

The American and German Agents have agreed that under the facts as disclosed by this record and other testimony before this Commission and the rules and principles announced in Administrative Decisions No. VII and No. VII-A the American Star Line, Inc., had an interest in the *Taizan Maru* at the time she was destroyed of the value of \$77,482. The Umpire confirms this agreement. The charterer had no insurance on its interest.

On April 15, 1919, the American Star Line, Inc., assigned its claim against Germany arising out of the sinking of the *Taizan Maru* to Jeanette Selinger, an American national and claimant herein.

Wherefore the Commission decrees that under the Treaty of Berlin of August 25, 1921, and in accordance with its terms the Government of Germany is obligated to pay to the Government of the United States on behalf of Jeanette Selinger the sum of seventy-seven thousand four hundred eighty-two dollars (\$77,482.00) with interest thereon at the rate of five per cent per annum from November 11, 1918.

Done at Washington August 13, 1926.

Edwin B. PARKER
Umpire

THE UNITED STATES ASPHALT REFINING
COMPANY (UNITED STATES) v. GERMANY

(Three Claims, August 13, 1926, pp. 746-748.)

PROCEDURE: CONFIRMATION BY COMMISSION OF AGREEMENT BETWEEN AGENTS.

—WAR: DESTRUCTION OF CHARTERED VESSELS.—DAMAGE: VALUE OF CHARTERER'S INTEREST IN VESSELS. Destruction on August 23 and September 3, 1915, and April 6, 1917, of three British vessels chartered by claimant. Claims for value of claimant's interest in vessels. Application of rules announced in Administrative Decisions Nos. VII and VII-A, see pp. 203 and 330 *supra*. Confirmation of agreement between Agents on value of charterer's interest. Damages allowed.

PARKER, Umpire, rendered the decision of the Commission.

These cases, which are before the Umpire for decision on a certificate of disagreement of the National Commissioners, have been submitted and will be considered together.

On February 10, 1912, the claimant chartered from the British owner, for a period of about five years from date of delivery, the British tank steamer *Cymbeline* of 6,700 deadweight tons. Delivery was effected on April 21, 1914. The stipulated charter hire was £2,275 per calendar month. On August 1, 1914, the *Cymbeline* was requisitioned by the British Admiralty at a requisition hire of £3,182. 6s. per month, an advance of £907. 6s. per month over the stipulated charter hire. The British Admiralty dealt directly with the charterer rather than with the owner of the vessel and paid the requisition hire to the claimants who in turn paid to the owners from time to time hire in accordance with the terms of the charter. The ship was sunk by a German submarine on September 3, 1915. Claim is put forward (in Docket No. 6630) for the value of the claimant's interest in this requisitioned vessel at the time of her loss.