

REPORTS OF INTERNATIONAL ARBITRAL AWARDS

RECUEIL DES SENTENCES ARBITRALES

**Edward Galvin, Representative and Agent of Policyholders Association (United
States) v. Germany**

12 April 1928

VOLUME VIII p. 57



NATIONS UNIES - UNITED NATIONS
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EDWARD GALVIN, REPRESENTATIVE AND AGENT OF
POLICYHOLDERS ASSOCIATION (UNITED STATES)
v. GERMANY

(April 12, 1928, pp. 904-905.)

DEBT: ASSIGNMENT, UNLIQUIDATED INDEBTEDNESS, JURISDICTION. *Held* that no evidence submitted of title or interest, through assignment or otherwise, in alleged indebtedness, and that claim not within Commission's jurisdiction: indebtedness unliquidated and no "debt", therefore, as term used in Treaty of Berlin.

BY THE COMMISSION: —

This claim is put forward by the United States on behalf of Edward Galvin, Representative and Agent of Policy Holders Association, a voluntary association existing under the provisions of the civil code of the State of California.

The claimant seeks to recover debts alleged to be due American nationals, members of the association, under policies of fire insurance issued by companies organized under the laws of Germany and covering losses sustained by such members in the San Francisco conflagration.

The record is barren of any evidence that the claimant or the Policy Holders Association has acquired by assignment or otherwise any title or interest in the alleged indebtedness upon which the claim is founded. For this reason the claim must be dismissed.

It is alleged that many of the members of the association received payments from the German insurance companies in full settlement of their losses covered by their insurance policies, but that such settlements were in fact made under duress and threats that unless the policyholders accepted the comparatively small sums paid them they would get nothing, and demand is made for the difference between the amount actually received by the policyholders and the full amount which they claim they were entitled to receive under the policies. Even if the truth of these allegations be admitted, still, as the indebtedness is unliquidated and there exists no "debt" as that term is used in the Treaty of Berlin, the claim does not fall within the jurisdiction of this Commission as an obligation of Germany. It follows that if the claims of those members of the association who seek to set aside settlements made by them with German insurance companies were properly before the Commission there is no warrant under the Treaty of Berlin for entering awards on their behalf.

Wherefore it is ordered by the Commission that under the Treaty of Berlin of August 25, 1921, and the Agreement of August 10, 1922, in pursuance of which this Commission is constituted, this case be, and it is hereby, dismissed.

Done at Washington April 12, 1928.

Edwin B. PARKER
Umpire

Chandler P. ANDERSON
American Commissioner

W. KIESSELBACH
German Commissioner