

REPORTS OF INTERNATIONAL ARBITRAL AWARDS

RECUEIL DES SENTENCES ARBITRALES

William J. Quillin et al. (United States) v. Germany

14 June 1928

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WILLIAM J. QUILLIN *ET AL.* (UNITED STATES) *v.* GERMANY*(June 14, 1928, pp. 923-924.)*

CORRECTION AND REVISION OF AWARDS. American motion to correct and revise award granted, the German Agent concurring.

Whereas, the above numbered ^a and entitled cause was certified by the National Commissioners to the Umpire for decision and thereafter on April 21, 1926, a decision was handed down by the Umpire (Decisions and Opinions of the Commission, page 654-657),^b and

Whereas, thereafter on April 21, 1928, a motion to correct and revise the said decree of April 21, 1926, was filed herein by the American Agent, concurred in and approved by the German Agent, and

Whereas, the said motion with evidence filed in support thereof has been submitted by the said Agents and considered by the Umpire;

Now, therefore, the Commission orders that the decree embodied in the decision of the Umpire of April 21, 1926, be, and the same is hereby, corrected and revised to read as follows:

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 the claimants herein the sum of ninety-six thousand eight hundred fifty-three dollars and sixty-three cents (\$96,853.63) with interest thereon at the rate of five per cent per annum from November 11, 1918, distributed as follows:

William J. Quillin	\$9,973.49
Oscar Bell	742.56
John W. Callaway	1,485.13
Annie S. Carey	1,485.13
James C. Conwell	1,485.13
Mary S. Coulbourn, Trustee of Joseph N. Coulbourn	1,485.13
A. D. Cummins	11,881.06
Alverda S. Elzey	1,485.13
Samuel J. Furniss	1,485.13
Harlan E. Goodell	1,485.13
Ethel Hastings	2,970.26
C. L. Horsey	742.56
Charles M. Kelley	1,485.13
S. Crowley Loveland	1,485.13
Francis J. McDonald	5,940.52
William Martino	1,485.13
Jonathan May & Sons	11,881.06
C. W. Riggin	1,485.13
F. H. Small	742.56
John Sullivan	1,485.13
Edward G. Taulane	2,970.26
George Taulane	2,970.26
Lewis B. Taulane	2,970.26
Herbert L. Black	1,485.13
Harold G. Foss	1,485.13
Georgie S. Foster and Samuel K. Dennis, Administrators of the Estate of Arthur D. Foster	1,485.13

^a *Note by the Secretariat*, Original report: Docket No. 6120.

^b *Note by the Secretariat*, Vol. VII, pp. 299-301.

Joseph F. O'Brien	\$1,485.13
David Baird Company	1,485.13
Clara Stetson Meigs, Executrix of the Estate of Mary L. Stetson	8,910.79
Clara Stetson Meigs	2,970.26
Mary J. Winsmore, Executrix of the Estate of Thomas Winsmore	5,940.52

Done at Washington, June 14, 1928.

Edwin B. PARKER

Umpire

[*Editorial note.* — The effect of the foregoing corrected and revised decree was (1) to enter awards in favor of the holders of the remaining $\frac{12}{64}$ interest in the schooner, i. e., the three parties last named in the foregoing decree, (2) to apportion to William J. Quillin instead of among the part-owners the value of the schooner's stores lost with her, and (3) to correct certain inaccuracies in the names of the part-owners discovered after the entry of the original decree, which in all other respects remained unchanged.]

ALEXANDER SPRUNT & SON (UNITED STATES) v. GERMANY

(*March 7, 1929, p. 927.*)

WAR: DIRECT IMPACT OF EXCEPTIONAL WAR MEASURES ON PROPERTY, RIGHTS, INTERESTS. Claim for loss through prevention of German bank, by exceptional war measures, from paying British bank, with which claimants were in contractual relation. *Held* that claim not within terms of Treaty of Berlin: war measures did not operate *directly* on claimants' property, rights, or interests.

BY THE COMMISSION: —

The title to the cotton held in Germany and involved in this claim was, under the German law which controlled the transaction, in the Deutsche Nationalbank as agent for the Anglo-Austrian Bank, London Branch. When the cotton was sold its cash proceeds were held by the Deutsche Nationalbank as agent for the Anglo-Austrian Bank, London Branch. The exceptional war measures complained of by claimants prevented the Deutsche Nationalbank from accounting to and making payment to its principal, the London Branch of the Anglo-Austrian Bank. These war measures were not directed against American nationals nor did they operate directly upon the property of, or the debts owing by German nationals to, American nationals. The losses complained of by claimants resulted not from any exceptional war measures operating directly upon their property, rights, or interests within the meaning of the Treaty, but only indirectly and remotely through their contractual relations with the London Branch of the Anglo-Austrian Bank. There never was a time during the war when the claimants were entitled to demand and receive the cotton in question or the proceeds thereof nor when the Deutsche Nationalbank was indebted to the claimants for the amount of such proceeds.