

**REPORTS OF INTERNATIONAL
ARBITRAL AWARDS**

**RECUEIL DES SENTENCES
ARBITRALES**

Leduc, St. Ives, Fischer & Co. Case

1903-1905

VOLUME X pp. 12-13



NATIONS UNIES - UNITED NATIONS
Copyright (c) 2006

ARTICLE III

Le tiers arbitre décidera sans appel.

Les indemnités seront versées au Gouvernement Français, en titres de la dette diplomatique 3% dans les trois mois qui suivront l'entente ou le prononcé de la sentence.

ARTICLE IV

Le Gouvernement Vénézuélien demandera au Congrès d'inscrire au Budget des dépenses les sommes nécessaires au payement des mensualités arriérées de la dette diplomatique, les porteurs de titres de cette dette devront d'ailleurs bénéficier de tous les avantages qui résultent pour eux de la stricte application des lois vénézuéliennes organiques sur la matière.

Le présent Arrangement sera ratifié et les ratifications en seront échangées à Paris ou à Caracas le plus tôt que faire se pourra et au plus tard le 30 avril 1902.

En foi de quoi, les soussignés, dûment autorisés par leurs Gouvernements respectifs, ont dressé le présent acte et y ont apposé leurs cachets.

Fait à Paris, en double exemplaire, le 19 février 1902.

H. MAUBOURGUET [L.S.]

DELCASSÉ [L.S.]

PERSONNEL OF COMMISSION

Umpire.¹ — Hon. FRANK PLUMLEY, of Northfield, Vt.

French Commissioner. — COUNT E. DE PERETTI DE LA ROCCA.

Venezuelan Commissioner. — Dr. JOSÉ DE JESÚS PAÚL.

Secretary to Umpire. — Mr. CHARLES A. PLUMLEY.

French Secretary. — M. PAUL WALTZ.

Venezuelan Secretary. — Dr. J. F. PADRÓN USTÁRIZ.

OPINIONS IN FRENCH-VENEZUELAN COMMISSION OF 1902 ²

LEDUC, ST. IVES, FISCHER & CO. CASE

Commission declared without jurisdiction because claims arose subsequent to May 23, 1899

PAÚL, *Commissioner* (for the Commission):

This claim arose out of a debt by the Government of Venezuela in favor of Mr. Domingo R. Wetto, a tailor domiciled in Caracas, for the price of uniforms for the national army, which debt was assigned by said Mr. Wetto on September 6, 1901, to the firm of Leduc, St. Ives, Fischer & Co., as appears by a document authenticated by the parochial court of this city on the 23rd of said month and year.

¹ By the protocol the Marquis del Muni, ambassador extraordinary and plenipotentiary of Spain to France, was appointed, but, he declining, Hon. Frank Plumley was finally selected.

² The opinions rendered by this Commission in the six following cases are published in Ralston's Report, *Venezuelan Arbitrations of 1903* (pp. 497-509), as well as in Ralston's *Report of French-Venezuelan Mixed Claims Commission of 1902* (Appendix, pp. 454-464): Leduc, St. Ives, Fischer & Co. Case, Rogé Case, Decauville Company Case, Lalanne and Ledour Case, Ballistini Case, Piton Case. These six opinions are reproduced from the former source.

The orders of payments drawn by the minister of war and marine in favor of Wetto are dated August 1, September 12 and 14, and October 19, 1899.

As appears from the dates of these orders, they are all subsequent to May 23, 1899, and consequently the examination of this claim does not belong to this Commission, in conformity with article II of the protocol of Paris, which determines its jurisdiction, wherefore the Venezuelan arbitrator is of opinion that the Commission should declare itself without jurisdiction to examine it.

(This opinion was concurred in by the French Arbitrator.)

ROGÉ CASE

Damages allowed for unlawful imprisonment

PAÚL, *Commissioner* (for the Commission):

From the documents presented following, the facts are proven:

That Dr. J. M. Aveledo, as attorney of Alfonzo Samterre and Carlos Luciani, on the 17th of October, 1888, before the court of the first instance, of the first judicial circuit of Ciudad Bolívar, instituted a suit for libel against Ernesto Rogé, superintendent of the syndicate Alto Orinoco. The judge of the first instance received testimony requested by the complainant and that of said Mr. Rogé, and, not finding any merit from the summary proceedings to follow up the suit, issued a decree on November 5 of said year discontinuing the action and declaring that it did not injure the defendant in any manner as to his reputation.

This decision having been called to the attention of the superior judge in the ordinary manner, the latter official by a decree dated January 7, 1889, revoked the decree issued by the judge of the first instance and made an order for detention against the citizen Ernesto Rogé. Dr. F. A. Hammer and Ramón Barrios Gómez having certified that Rogé was suffering from rheumatism in the præcordial region, which prevented him from remaining in the public jail as a prisoner of that city, said superior judge made an order to the judge of the first instance that he should transfer said Rogé to the hospital for men of that city.

The judgment of the superior judge having been appealed from in turn by Rogé, the record passed to the supreme court, which in a judgment dated February 13, 1889, revoked in all its parts the judgment rendered by the superior court, and confirmed the decree issued by the court of the first instance on November 5, 1888, ordering that the proper order be issued so that the defendant, Rogé, might be placed at liberty, which order was made on the same day. E. Rogé bases his claim for indemnity upon the injury, which he asserts was committed against his person, in ordering his detention and committing him to be deprived of his liberty for the space of thirty-seven days, the superior judge of Ciudad Bolívar violating by this proceeding the definite provisions of article 271 of the code of criminal procedure.

On July 4, 1892, Ernesto Rogé addressed himself to the minister of foreign relations of France, asking that his claim be pressed against the Government of Venezuela for damages and injuries which he estimated at the sum of 200,000 bolivars.

During the detention of Rogé notes were exchanged between the representative of France in Venezuela and the minister of foreign relations of the latter country, the minister of France interposing his diplomatic action in order to procedure the prompt release of Rogé and reserving in said notes all rights concerning the moral and material satisfaction that the Government of France on the one part, or Mr. Rogé on the other, might believe they were entitled to