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The Orinoco Steamship Company Case (United States, Venezuela)

25 October 1910

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THE ORINOCO STEAMSHIP COMPANY CASE

PARTIES: United States of America, Venezuela.

COMPROMIS: 13 February 1909.

ARBITRATORS: Permanent Court of Arbitration: H. Lammasch; A. M. F. Beernaert; G. de Quesada.

AWARD: 25 October 1910.

Proceedings for the revision of an arbitral award — Excess of jurisdiction and essential error in the judgment, as vices involving the nullity of an arbitral award — Facts considered as constituting excess of jurisdiction — Effect of the nullity of a decision regarding one part of an arbitral award on the remaining parts of this award.

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SYLLABUS [1]

This claim originated in a concession from Venezuela to one Ellis Grell, granted on January 17, 1894,[2] for the exclusive right to navigate the Orinoco River in steam vessels between Trinidad and Ciudad Bolívar. The contract embodying the concession contained the so-called Calvo clause, which provided that " questions and controversies which may arise with regard to the interpretation or execution of this contract shall be resolved by the tribunals of the Republic in accordance with its laws, and shall not in any case give occasion for international reclamations ".

By subsequent assignment the Grell concession came into possession of the Orinoco Shipping and Trading Company, a British corporation, the majority of the stock and bonds of which was held by American citizens. The Government of Venezuela became indebted to this company for approximately half a million dollars for services rendered and damages sustained. An adjustment was effected on May 10, 1900, by which the concession was extended for a period of six years and the Government agreed to pay the company 100,000 bolivars ($19,200) in cash and a second sum of the same amount at a later date. The company, on its part, acknowledged as settled all of its claims against the Government. The contract of settlement also contained the so-called Calvo clause. The first payment of 100,000 bolivars was duly made, but the second was not.

On October 5, 1900, Venezuela opened the navigation of the Orinoco River to the commerce of all nations, thus destroying the monopoly claimed by the company as assignee of the Grell concession. This was done by repealing a decree promulgated on July 1, 1893 [3] a few months before the original concession was granted, which closed the Orinoco to foreign trade. On December 14, 1901, the Venezuelan Government further cancelled the extension of the concession granted in accordance with the contract of settlement of May 10, 1900. The company's efforts to obtain relief from the Government of Venezuela being unsuccessful, the matter was brought to the attention of the United States and British Governments. Later, the American stockholders of the British company organized an American corporation known as the Orinoco Steamship Company, which took over the business, assets and liabilities of the former company. The claims of the corporation taken over from the company for the payment overdue under the agreement of May 10, 1900, for damages arising from the annulment of the exclusive concession, for services rendered, imposts illegally exacted, for the use and detention of and damage to vessels, loss of earnings and counsel fees, amounting to approximately $1,400,000, were presented to the United States and Venezuelan claims commission under the protocol of February 17, 1903.[4] The commission assumed jurisdiction over

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[1] *The Hague Court Reports*, edited by J. B. Scott, Carnegie Endowment for International Peace, New York, Oxford University Press, 1st series, 1916, p. 226.

[2] United Nations, *Reports of International Arbitral Awards*, vol. IX, p. 193.

[3] *Ibid.*, p. 190.

[4] *Ibid.*, p. 115.

the claims under the wording of the protocol, which included " all claims owned by citizens of the United States ", and the umpire, C. A. H. Barge, on February 22, 1904,[1] made an award in favor of the claimants, amounting to approximately $28,000, covering the detention and use of steamers, goods delivered to the Government and passages furnished to it.

Although the protocol provided that the decision of the commission and of the umpire should be final and conclusive, the United States protested the award on the grounds that it disregarded the terms of the protocol and contained essential errors of law and fact such as invalidated it in accordance with the principles of international law.

After several years of negotiations about this and other claims, in the course of which diplomatic relations were severed, a protocol was signed on February 13, 1909,[2] which provided for the submission of the case to arbitration in the following form:

The arbitral tribunal shall first decide whether the decision of umpire Barge in this case, in view of all the circumstances and under the principles of international law, is not void, and whether it must be considered so conclusive as to preclude a re-examination of the case on its merits. If the arbitral tribunal decides that said decision must be considered final, the case will be considered by the United States of America as closed; but on the other hand, if the arbitral tribunal decides that said decision of umpire Barge should not be considered as final, said arbitral tribunal shall then hear, examine and determine the case and render its decision on the merits. The arbitral tribunal shall, in each case submitted to it, determine, decide and make its awards in accordance with justice and equity. Its decision in each case shall be accepted and upheld by the United States of America and the United States of Venezuela as final and conclusive.[3]

The tribunal, composed of three members selected from the Permanent Court of Arbitration at The Hague, none of whom could be a citizen of either of the two Parties, was constituted as follows: Heinrich Lammasch of Austria, Auguste M. F. Beernaert of Belgium, and Gonzalo de Quesada of Cuba. Its sessions began September 28 and ended October 19, 1910, the decision being rendered on October 25, 1910.

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[1] United Nations, *Reports of International Arbitral Awards*, vol. IX, p. 191.
[2] *Infra.*, p. 233.
[3] *Infra.*, articles I and II of the Compromis.

PROTOCOL OF AN AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE UNITED STATES OF VENEZUELA FOR THE DECISION AND ADJUSTMENT OF CERTAIN CLAIMS, SIGNED AT CARACAS ON 13 FEBRUARY 1909 [1]

William I. Buchanan, High Commissioner, representing the President of the United States of America, and Doctor Francisco González Guinán, Minister for Foreign Affairs of the United States of Venezuela, duly authorized by General Juan Vicente Gómez, Vice-President of the United States of Venezuela, in charge of the Presidency of the Republic, having exhibited to each other and found in due form their respective powers, and animated by the spirit of sincere friendship that has always existed and should exist between the two nations they represent, having conferred during repeated and lengthy conferences concerning the manner of amicably and equitably adjusting the differences existing between their respective Governments with regard to the claims pending between them since neither the United States of America nor the United States of Venezuela aspires to anything other than sustaining that to which in justice and equity it is entitled; and as a result of these conferences have recognized the great importance of arbitration as a means toward maintaining the good understanding which should exist and increase between their respective nations, and to the end of avoiding hereafter, so far as possible, differences between them, they believe it is from every point of view desirable that a treaty of arbitration shall be adjusted between their respective Governments.

With respect to the claims that have been the subject of their long and friendly conferences, William I. Buchanan and Doctor Francisco González Guinán have found that the opinions and views concerning them sustained by their respective Governments have been, and are, so diametrically opposed and so different that they have found it difficult to adjust them by common accord; wherefore it is necessary to resort to the conciliatory means of arbitration, a measure to which the two nations they represent are mutually bound by their signatures to the treaties of the Second Peace Conference at The Hague in 1907, and one which is recognized by the entire civilized world as the only satisfactory means of terminating international disputes.

Being so convinced, and firm in their resolution not to permit, for any reason whatever, the cordiality that has always existed between their respective countries to be disturbed, the said William I. Buchanan and Doctor Francisco González Guinán, thereunto fully authorized, have adjusted agreed to and signed the present Protocol for the settlement of the said claims against the United States of Venezuela, which are as follows:

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[1] Bureau international de la Cour permanente d'Arbitrage, *Protocoles des séances du Tribunal d'Arbitrage constitué en exécution du compromis signé entre les Etats-Unis d'Amérique et les Etats-Unis du Vénézuela le 13 février 1909, Différend au sujet d'une réclamation de la Compagnie des bateaux à vapeur " Orinoco "*, La Haye, 1910, p. 1.

1. The claim of the United States of America on behalf of the Orinoco Steamship Company;

. . .[1]

Article I. With respect to the first of these claims, that of the Orinoco Steamship Company, the United States of Venezuela has upheld the immutability of the arbitral decision of Umpire Barge, rendered in this case, alleging that said decision does not suffer from any of the causes which by universal jurisprudence give rise to its nullity, but rather that it is of an unappealable character, since the Compromis arbitration cannot be considered as void, nor has there been an excessive exercise of jurisdiction, nor can the corruption of the judges be alleged, nor an essential error in the judgment; while on the other hand, the United States of America, citing practical cases, among them the case of the revision, with the consent of the United States of America, of the arbitral awards rendered by the American-Venezuelan Mixed Commission created by the Convention of April 25, 1866, and basing itself on the circumstances of the case, considering the principles of international law and of universal jurisprudence, has upheld not only the admissibility but the necessity of the revision of said award; in consequence of this situation, William I. Buchanan and Doctor Francisco González Guinán, in the spirit that has marked their conferences, have agreed to submit this case to the elevated criterion of the Arbitral Tribunal created by this Protocol, in the following form:

The Arbitral Tribunal shall first decide whether the decision of Umpire Barge, in this case, in view of all the circumstances and under the principles of international law, is not void, and whether it must be considered so conclusive as to preclude a re-examination of the case on its merits. If the Arbitral Tribunal decides that said decision must be considered final, the case will be considered by the United States of America as closed; but on the other hand, if the Arbitral Tribunal decides that said decision of Umpire Barge should not be considered as final, said Arbitral Tribunal shall then hear, examine and determine the case and render its decision on the merits.

. . .[2]

Article IV. The United States of America and the United States of Venezuela having, at the Second Peace Conference held at The Hague in 1907, accepted and recognized the permanent court of The Hague, it is agreed that the cases mentioned in Articles I, II, and III of this Protocol, that is to say, the case of the Orinoco Steamship Company, that of the Orinoco Corporation and of its predecessors in interest and that of the United States and Venezuela Company, shall be submitted to the jurisdiction of an Arbitral Tribunal composed of Three Arbitrators chosen from the abovementioned Permanent Court of The Hague.

No member of said Court who is a citizen of the United States of America or of the United States of Venezuela shall form part of said Arbitral Tribunal, and no member of said Court can appear as counsel for either nation before said Tribunal.

This Arbitral Tribunal shall sit at The Hague.

Article V. The said Arbitral Tribunal shall, in each case submitted to it, determine, decide and make its award, in accordance with justice and equity.

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[1] Paragraphs No. 2 and 3 are omitted as they do not refer to the case of the Orinoco Steamship Company.

[2] Articles II and III are omitted as they do not refer to the case of the Orinoco Steamship Company.

Its decisions in each case shall be accepted and upheld by the United States of America and the United States of Venezuela as final and conclusive.

Article VI. In the presentation of the cases to the Arbitral Tribunal both parties may use the French, English or Spanish language.

Article VII. Within eight months from the date of this Protocol, each of the parties shall present to the other and to each of the members of the Arbitral Tribunal, two printed copies of its case, with the documents and evidence on which it relies, together with the testimony of its respective witnesses.

Within an additional term of four months, either of the Parties may in like manner present a counter case with documents and additional evidence and depositions, in answer to the case, documents, evidence and depositions of the other party.

Within sixty days from the expiration of the time designated for the filing of the counter cases, each Government may, through its Representative, make its arguments before the Arbitral Tribunal, either orally or in writing, and each shall deliver to the other copies of any arguments thus made in writing and each party shall have a right to reply in writing, provided such reply be submitted within the sixty days last named.

Article VIII. All public records and documents under the control or at the disposal of either Government or in its possession, relating to the matters in litigation shall be accessible to the other, and, upon request, certified copies of them shall be furnished. The documents which each party produces in evidence shall be authenticated by the respective Minister for Foreign Affairs.

Article IX. All pecuniary awards that the Arbitral Tribunal may make in said cases shall be in gold coin of the United States of America, or in its equivalent in Venezuelan money, and the Arbitral Tribunal shall fix the time of payment, after consultation with the Representatives of the two countries.

Article X. It is agreed that within six months from the date of this Protocol, the Government of the United States of America and that of the United States of Venezuela shall communicate to each other, and to the Bureau of the Permanent Court at The Hague, the name of the Arbitrator they select from among the members of the Permanent Court of Arbitration.

Within sixty days thereafter the Arbitrators shall meet at The Hague and proceed to the choice of the Third Arbitrator in accordance with the provisions of Article 45 of the Hague Convention for the Peaceful Settlement of International Disputes, referred to herein.

Within the same time each of the two Governments shall deposit with the said Bureau the sum of fifteen thousand francs on account of the expenses of the arbitration provided for herein, and from time to time thereafter they shall in like manner deposit such further sums as may be necessary to defray said expenses.

The Arbitral Tribunal shall meet at The Hague twelve months from the date of this Protocol to begin its deliberations and to hear the arguments submitted to it. Within sixty days after the hearings are closed its decisions shall be rendered.

Article XI. Except as provided in this Protocol the arbitral procedure shall conform to the provisions of the Convention for the Peaceful Settlement of International Disputes, signed at The Hague on October 18, 1907, to which both parties are signatory, and especially to the provisions of Chapter III thereof.

Article XII. It is hereby understood and agreed that nothing herein contained shall preclude the United States of Venezuela, during the period of five months from the date of this Protocol, from reaching an amicable adjustment with either or both of the claimant companies referred to in Articles II and III herein, provided that in each case wherein a settlement may be reached, the respective company shall first have obtained the consent of the Government of the United States of America.

The undersigned, WILLIAM I. BUCHANAN and FRANCISCO GONZÁLEZ GUINÁN, in the capacity which each holds, thus consider their conferences with respect to the differences between the United States of America and the United States of Venezuela as closed, and sign two copies of this protocol of the same tenor and to one effect, in both the English and Spanish languages, at Caracas, on the thirteenth day of February one thousand nine hundred and nine.

William I. BUCHANAN [SEAL]

F. GONZÁLEZ GUINÁN [SEAL]

AWARD OF THE TRIBUNAL OF ARBITRATION, CONSTITUTED UNDER AN AGREEMENT SIGNED AT CARACAS FEBRUARY 13TH 1909 BETWEEN THE UNITED STATES OF AMERICA AND THE UNITED STATES OF VENEZUELA, 25 OCTOBER 1910 [1]

Instance en révision d'une sentence arbitrale — Vices entraînant la nullité d'une sentence arbitrale: excès de pouvoir et erreur essentielle dans le jugement — Faits considérés comme constituant des excès de pouvoirs — Effet de la nullité d'une décision concernant une partie d'une sentence arbitrale sur les autres parties de cette sentence.

By an Agreement signed at Caracas the 13th of February 1909, the United States of America and of Venezuela have agreed to submit to a Tribunal of Arbitration, composed of three Arbitrators, chosen from the Permanent Court of Arbitration, a claim of the United States of America against the United States of Venezuela;

This Agreement states:

" The Arbitral Tribunal shall first decide whether the decision of Umpire BARGE,[2] in this case, in view of all the circumstances and under the principles of international law, is not void, and whether it must be considered to be so conclusive as to preclude a re-examination of the case on its merits. If the Arbitral Tribunal decides that said decision must be considered final, the case will be considered by the United States of America as closed; but on the other hand, if the Arbitral Tribunal decides that said decision of Umpire BARGE should not be considered as final, the said Tribunal shall then hear, examine and determine the case and render its decisions on its merits ";

In virtue of said Agreement, the two Governments respectively have named as Arbitrators the following Members of the Permanent Court of Arbitration:

His Excellency Gonzalo DE QUESADA, Envoy Extraordinary and Minister Plenipotentiary of Cuba at Berlin etc.;

His Excellency A. BEERNAERT, Minister of State, Member of the Chamber of Representatives of Belgium etc.;

And the Arbitrators so designated, in virtue of said Agreement, have named as Umpire:

Mr. H. LAMMASCH, Professor in the University of Vienna, Member of the Upper House of the Austrian Parliament etc.;

The Cases, Countercases and Conclusions have been duly submitted to the Arbitrators and communicated to the Parties;

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[1] Bureau international de la Cour permanente d'Arbitrage, *Protocoles des séances du tribunal d'Arbitrage constitué en execution du compromis signé entre les Etats-Unis d'Amérique et les Etats-Unis du Vénézuela le 13 février 1909, Différend au sujet d'une réclamation de la Compagnie des bateaux à vapeur " Orinoco "*, La Haye, 1910, p. 64.

[2] For the text of this decision see: United Nations, *Reports of International Arbitral Awards*, vol. IX, p. 191.

The Parties have both pleaded and replied, both having pleaded the merits of the case, as well the previous question, and the discussion was declared closed on October 19th 1910;

Upon which the Tribunal, after mature deliberation, pronounces as follows:

WHEREAS by the terms of an Agreement dated February 17th 1903, a Mixed Commission was charged with the decision of all claims owned (poseidas) by citizens of the United States of America against the Republic of Venezuela, which shall not have been settled by a diplomatic agreement or by arbitration between the two Governments and which shall have been presented by the United States of America; an Umpire, to be named by Her Majesty the Queen of the Netherlands, was eventually to give his final and conclusive decision (definitiva y concluyente) on any question upon which the Commissioners might not have been able to agree;

WHEREAS the Umpire thus appointed, Mr. BARGE, has pronounced on the said claims on the 22nd of February 1904;

WHEREAS it is assuredly in the interest of peace and the development of the institution of International Arbitration, so essential to the well-being of nations, that on principle, such a decision be accepted, respected and carried out by the Parties without any reservation, as it is laid down in Article 81 of the Convention for the Pacific Settlement of International Disputes of October 18th 1907; and besides no jurisdiction whatever has been instituted for reconsidering similar decisions;

BUT WHEREAS in the present case, it having been argued that the decision is void, the Parties have entered into a new Agreement under date of the 13th of February 1909, according to which, without considering the conclusive character of the fierst decision this Tribunal is called upon to decide whether the decision of Umpire BARGE, in virtue of the circumstances and in accordance with the principles of international law, be not void, and whether it must be considered so conclusive as to preclude a re-examination of the case on its merits;

WHEREAS by the Agreement of February 13th 1909, both Parties have at least implicitly admitted, as vices involving the nullity of an arbitral decision, excessive exercise of jurisdiction and essential error in the judgment (exceso de poder y error esencial en el fallo);

WHEREAS the plaintiff Party alleges excessive exercise of jurisdiction and numerous errors in law and fact equivalent to essential error;

WHEREAS, following the principles of equity in accordance with law, when an arbitral award embraces several independent claims, and consequently several decisions, the nullity of one is without influence on any of the others, more especially when, as in the present case, the integrity and the good faith of the Arbitrator are not questioned; this being ground for pronouncing separately on each of the points at issue;

I. AS REGARDS THE 1,209,701.04 DOLLARS:

WHEREAS this Tribunal is in the first place called upon to decide whether the Award of the Umpire is void, and whether it must be considered conclusive and whereas this Tribunal would have to decide on the merits of the case only if the Umpire's Award be declared void;

WHEREAS it is alleged that the Umpire deviated from the terms of the Agreement by giving an inexact account of the GRELL Contract and the claim

based on it, and in consequence thereof fell into an essential error; but since the Award reproduces said contract textually and in its entire tenor;

WHEREAS it is scarcely admissible that the Umpire should have misunderstood the text and should have exceeded his authority by pronouncing on a claim which had not been submitted to him, by failing to appreciate the connection between the concession in question and exterior navigation, the Umpire having decided in terminis, that " the permission to navigate these channels was only annexed to the permission to call at Trinidad";

WHEREAS the appreciation of the facts of the case and the interpretation of the documents were within the competence of the Umpire and as his decisions, when based on such interpretation, are not subject to revision by this Tribunal, whose duty it is not to say if the case has been well or ill judged, but whether the award must be annulled; that if an arbitral decision could be disputed on the ground of erroneous appreciation, appeal and revision, which the Conventions of The Hague of 1899 and 1907 made it their object to avert would be the general rule;

WHEREAS the point of view from which the Umpire considered the claim of $513,000, (afterwards reduced in the conclusions of the United States of America to $335,000, and being part of the said sum of $1,209,701,04), is the consequence of his interpretation of the contract of May 10th 1900 and of the relation between this contract and the decree of the same date;

WHEREAS the circumstance that the Umpire, not content to have based his Award on his interpretation of the contracts, which of itself should be deemed sufficient, has invoked other subsidiary reasons, of a rather more technical character, cannot viciate his decision;

II. AS REGARDS THE 19,200 DOLLARS (100,000 BOLIVARES):

WHEREAS the Agreement of February 17th 1903 did not invest the Arbitrators with discretionary powers, but obliged them to give their decision on a basis of absolute equity without regard to objections of a technical nature, or to the provisions of local legislation (con arreglo absoluto á la equidad, sin reparar en objeciones técnicas, ni en las disposiciones de la legislación local);

WHEREAS excessive exercise of power may consist, not only in deciding a question not submitted to the Arbitrators, but also in misinterpreting the express provisions of the Agreement in respect of the way in which they are to reach their decisions, notably with regard to the legislation or the principles of law to be applied;

WHEREAS the only motives for the rejection of the claim for 19.200 dollars are: 1st. the absence of all appeal to the Venezuelan Courts of Justice, and 2nd. the omission of any previous notification of cession to the debtor, it being evident that " the circumstance that the question might be asked if on the day this claim was filed, this indebtness was proved compellable," could not serve as a justification of rejection;

WHEREAS it follows from the Agreements of 1903 and 1909 — on which the present Arbitration is based — that the United States of Venezuela had by convention renounced invoking the provisions of Article 14 of the GRELL contract and of Article 4 of the contract of May 10th 1900, and as, at the date of said Agreements, it was, in fact, certain that no lawsuit between the Parties had been brought before the Venezuelan Courts; and as the maintenance of Venezuelan Jurisdiction with regard to these claims would have been incompatible and irreconcilable with the arbitration which had been instituted;

WHEREAS there is question not of the cession of a concession but of the cession of a debt, and as the omission to notify previously the cession of a debt constitutes but a failure to observe a prescription of local legislation, though a similar prescription also exists in other legislations, it cannot be considered as required by absolute equity, at least when the debtor actually possessed knowledge of the cession and has paid neither the assignor nor the assignee;

III. AS REGARDS THE 147,638.79 DOLLARS:

WHEREAS with regard to the 1,053 dollars for the transport of passengers and merchandise in 1900 and the 25,845.20 dollars for the hire of the steamers Delta, Socorro, Masparro, Guanare, Heroe, from July 1900 to April 1902, the Award of the Umpire is based only on the omission of previous notification of the cession to the Government of Venezuela or of the acceptance by it, this means of defense being eliminated by the Agreement, as mentioned before;

WHEREAS the same might be said of the claim for 19.571,34 dollars for the restitution of national taxes, said to have been collected contrary to law, and of that of 3.509,22 dollars on account of the retention of the " Bolivar "; but as it has not been proved on the one hand that the taxes here under discussion belonged to those from which the Orinoco Shipping and Trading Company was exempt, and on the other hand that the fact objected to proceeded from abuse of authority on the part of the Venezuelan Consul; and as both claims must therefore be rejected on their merits, though on other grounds, the annulment of the Award on this point would be without interest;

WHEREAS the decision of the Umpire, allowing 27,692.31 dollars instead of 28,461.53 dollars for the retention and hire of the Masparro and Socorro from March 21st to September 18th 1902, as regards the 769.22 dollars disallowed, is based here also only on the omission of notification of the cession of the debt;

WHEREAS the Umpire's decision with regard to the other claims included under this head for the period after April 1st 1902 is based on a consideration of facts and on an interpretation of legal principles which are subject neither to re-examination nor to revision by this Tribunal, the decisions awarded on these points not being void;

IV. AS REGARDS THE 25,000 DOLLARS:

WHEREAS the claim for 25.000 dollars for counsel fees and expenses of litigation has been disallowed by the Umpire in consequence of the rejection of the greater part of the claims of the United States of America, and as by the present award some of these claims having been admitted it seems equitable to allow part of this sum, which the Tribunal fixes ex aequo et bono at 7000 dollars;

WHEREAS the Venezuelan law fixes the legal interest at 3% and as, under these conditions, the Tribunal, though aware of the insufficiency of this percentage, cannot allow more;

FOR THESE REASONS:

THE TRIBUNAL DECLARES void the Award of Umpire Barge dated February 22nd 1904 on the four following points:

1°. as regards the 19,200 dollars;

2°. as regards the 1,053 dollars;

3°. as regards the 25,845.20 dollars;

4°. as regards the 769,22 dollars deducted from the claim for 28.461,53 dollars for the retention and hire of the Masparro and Socorro;

AND DECIDING, in consequence of the nullity thus recognized and by reason of the elements submitted to its appreciation:

DECLARES these claims founded and allows to the United States of America, besides the sums allowed by the Award of the Umpire of February 22nd 1904, the sums of:

1°. 19,200 dollars;
2°. 1,053 dollars;
3°. 25,845.20 dollars;
4°. 769.22 dollars;

the whole with interest at 3 per cent from the date of the claim (June 16th 1903), the whole to be paid within two months after the date of the present Award;

ALLOWS besides for the indemnification of counsel fees and expenses of litigation 7000 dollars;

REJECTS the claim for the surplus, the Award of Umpire Barge of February 22nd 1904 preserving, save for the above points, its full and entire effect.

DONE at The Hague in the Permanent Court of Arbitration in triplicate original, October 25th, 1910.

The President: LAMMASCH

The Secretary-general: Michiels VAN VERDUYNEN