

**REPORTS OF INTERNATIONAL
ARBITRAL AWARDS**

**RECUEIL DES SENTENCES
ARBITRALES**

Henry Russell et al. (United States.) v. United Mexican States

9 May 1927

VOLUME IV p. 203



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Decision

The Commission decides that the Government of the United Mexican States is obligated to pay to the Government of the United States of America on behalf of George Adams Kennedy the sum of \$6,000.00 (six thousand dollars) without interest.

HENRY RUSSELL *et al.* (U.S.A.) *v.* UNITED MEXICAN STATES.

(*May 9, 1927. Page 302.*)

PROCEDURE, MOTION TO AMEND. Motions to amend answers *granted* in absence of opposition of adverse Agent.

(*Text of decision omitted.*)

THE PEERLESS MOTOR CAR COMPANY (U.S.A.) *v.* UNITED MEXICAN STATES.

(*May 13, 1927, concurring opinions by Presiding Commissioner and Mexican Commissioner, May 13, 1927. Pages 303-305.*)

CONTRACT CLAIMS.—RESPONSIBILITY FOR ACTS OF DE FACTO GOVERNMENT.

—CLAIM IN RESTITUTION. Claim for unpaid purchase price of two automobile ambulances sold and delivered to Mexican Government under contract made during Huerta regime *allowed*.

Cross-references: Am. J. Int. Law. Vol. 22, 1928, p. 180; Annual Digest, 1927-1928, p. 246.

Nielsen, Commissioner :

1. Claim is made in this case by the United States of America in behalf of the Peerless Motor Car Company, an American Corporation, to obtain payment of 23,000 Mexican pesos, which it is alleged is due as the purchase price of two automobile ambulances, under a contract entered into July 25, 1913, between the Mexican Government and the claimant. Interest on this sum is claimed from October 15, 1913.

2. The contract, a copy of which accompanies the Memorial (Annex 2), recites that it is executed in fulfillment of an order "of the Department of War and Navy, between the Chief of the Military Sanitary Section, Colonel Agustín Nieto y Mena, M. D., and Mr. Joseph M. Wheeler, merchant of this city [Mexico City] and representative of 'The Peerless Motor Car Company' ". By the third paragraph of the contract it is stipulated that payment for the ambulances shall be made "as soon as the said ambulances are duly received". Under date of October 15, 1913, a receipt for the ambulances bearing the signature of A. Nieto y Mena was delivered to Joseph