

**REPORTS OF INTERNATIONAL  
ARBITRAL AWARDS**

**RECUEIL DES SENTENCES  
ARBITRALES**

**Northern Steamship Company, Inc. (U.S.A.) v. United Mexican States**

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time it is seen that the Mexican authorities exercised diligence, taking all necessary steps to elucidate the facts, arresting Flores at the beginning and then decreeing his formal commitment, examining all eye-witnesses, confronting them with each other, having experts examine the wounds, etc., etc., all in accordance with Mexican law, regarding which it has not been alleged that there was a variance from the practices of civilized nations. Chase was also committed for trial to answer for his affair with Flores and for the wound he had involuntarily inflicted on the Mexican woman to whom reference has been made. The Commission does not find that any of the procedure considered warrants the opinion that there has been a denial of justice.

5. But from the evidence presented by the Mexican Government it would appear that Jacinto Flores was released on bond of a thousand pesos on the first of January, 1914, just as the claimant, Chase, had previously been released on a bond of three hundred pesos, on October 16, 1913; and it is seen from the record that after the two defendants were released, the Court which was handling the case did nothing further. Fourteen years have since passed. International justice is not satisfied if a Government limits itself to instituting and prosecuting a trial without reaching the point of defining the defendant's guilt and assessing the proper penalty. It is possible that in certain cases the police or judicial authorities might declare the innocence of a defendant without bringing him to trial in the fullest sense of the word. But if the data which exist in a case indicate the possible guilt of a defendant, even in the slightest degree, it cannot be understood why he is not tried to the extent of determining his responsibility. The instant case falls within that category. But in view of its attendant circumstances it does not appear that this denial of justice is an extreme case.

Therefore, taking into account the circumstances above set forth, I believe that an award should be made against the Government of Mexico.

#### *Decision*

The United Mexican States shall pay to The United States of America in behalf of John D. Chase the sum of \$5,000.00 (five thousand dollars), without interest.

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#### NORTHERN STEAMSHIP COMPANY, INC. (U.S.A.) *v.* UNITED MEXICAN STATES

*(October 3, 1928, dissenting opinion by American Commissioner, undated.  
Pages 20-22.)*

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BLOCKADE OF PORT IN CONTROL OF INSURGENTS. Ruling in *The Oriental Navigation Company* claim *infra* followed. Claim *disallowed*.

*The Presiding Commissioner, Dr. Sindballe, for the Commission:*

On April 12, 1924, the steamship *Stal*, time-chartered by the Northern Steamship Company, Inc., an American Corporation, and sub-chartered by that company to the Tampa Box Company, arrived at the port of

Frontera, Tabasco, Mexico, then in the hands of insurgent forces, for the purpose of loading a cargo of cedar logs and forwarding that cargo to Tampa, Florida. The loading was begun on April 14. On April 22, when only part of the cargo had been loaded, the vessel was ordered to put to sea by the gunboat *Agua Prieta*, flying the flag of the Mexican Federal Government. It obeyed the order and proceeded to Tampa with its partial cargo.

On behalf of the Northern Steamship Company, Inc., the United States of America are now claiming that the United Mexican States should pay the company damages in the amount of \$7,439.43 with due allowance of interest on account of the loss suffered by the company from the action of the *Agua Prieta*. On the grounds set forth in the case of *The Oriental Navigation Company*, Docket No. 411,<sup>1</sup> the Commission, however, holds that the action of the *Agua Prieta* did not constitute a breach of international law.

Having unloaded its partial cargo in Tampa, the *Stal* returned to Frontera, loaded a cargo of cedar logs during the time from May 8 to May 18, and brought this cargo to Tampa. This time the vessel met with no hindrances.

On May 30, the *Stal*, still time-chartered by the Northern Steamship Company, Inc., but now sub-chartered to the Astoria Mahogany Company of Long Island City, New York, arrived anew at Frontera for the purpose of taking a cargo of mahogany logs to be shipped by Romano and Company, Frontera, from Frontera to Astoria, Long Island. This time the Federal Mexican Government was again controlling the port. No cargo was delivered to the vessel by Romano and Company, and after having waited several days the vessel left Frontera.

Alleging that the reason why the vessel did not receive any cargo was that a loading permit which had been issued by the Mexican Government was afterwards cancelled as a penalty upon the vessel for her having traded to the port of Frontera while in the hands of insurgents, the United States of America are now claiming that the United Mexican States should pay the Northern Steamship Company, Inc., damages in the amount of \$12,277.79 with the allowance of interest thereon.

From the record it does not appear with any degree of certainty that a loading permit ever was issued. In a telegram dated May 28, the claimant company asked I. H. Drake, Vera Cruz, to secure the necessary loading permit, and by a telegram, dated June 9, Drake informed the claimants that the permit was suspended because of the ship's having operated at Frontera during the occupation of the port by the rebels. On the other hand, it appears that Romano and Company have not been able to deliver the cargo. They apologize—in letters dated June 6 and June 7—that the authorities had promised to place a suitable tug at their disposal, but had failed to fulfill that promise. In a letter to the captain of the vessel, dated June 9, they declare, that it will not be possible to deliver the cargo “inasmuch as the vessel under your command has no permit to load wood”. But on June 5 it appears that Romano and Company asked the Maritime Customs House to certify that as communication with Mexico City was interrupted and as no loading permit was received in the Customs

<sup>1</sup> See page 341.

House, delivery of the cargo in question could only take place on the exportation duties being calculated on the basis of the gross tonnage of the vessel instead of on the basis of measurements of the logs to be exported.

*Decision*

The claim of the United States of America on behalf of Northern Steamship Company, Inc., is disallowed.

*Commissioner Nielsen, dissenting.*

The principal reasons why I dissent from the opinion of my associates in this case are stated in the dissenting opinion which I wrote in the case of the *Oriental Navigation Company*, Docket No. 411, and I consider it to be unnecessary to make any further statement.

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THE ORIENTAL NAVIGATION COMPANY (U.S.A.) *v.* UNITED MEXICAN STATES

(October 3, 1928, dissenting opinion by American Commissioner, undated.  
Pages 23-47.)

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**BLOCKADE OF PORT IN CONTROL OF INSURGENTS.** Although a Government does not have the power to interfere with neutral trade on the high seas destined for ports in the control of insurgents, when one of its public vessels finds a neutral vessel in such a port without proper clearance documents, *held* it may order such vessel to discontinue loading and leave the port. Claim for loss of cargo *disallowed*.

*Cross-references:* Am. J. Int. Law, Vol. 23, 1929, p. 434; Annual Digest, 1927-1928, p. 531; British Yearbook, Vol. 11, 1930, p. 220.

*The Presiding Commissioner, Dr. Sindballe, for the Commission :*

On April 15, 1924, the steamship *Gaston*, owned by the Southgate Marine Corporation, and, according to a time charter dated February 28, 1924, operated by The Oriental Navigation Company, an American Corporation, cleared the port of New Orleans with a cargo of general merchandise consigned to Frontera, Tabasco, Mexico. When this cargo was unloaded, the vessel was to load a cargo of bananas, consisting of fifteen or sixteen thousand bunches, which had been purchased by agents of The Oriental Navigation Company and was to be transported from Frontera to New Orleans for the purpose of sale at the latter place for the Company's account.

At that time the port of Frontera and some other Mexican ports were in the hands of insurgents. The Government of the United Mexican States had decreed that those ports should be closed to international trade, and had officially informed the Government of the United States of America about the closure. In reply the Government of the United States of America had declared that it felt obliged to respect the requirements of international law according to which a port in the hands of insurgents can be closed by an effective blockade only, and, further, that