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**RECUEIL DES SENTENCES
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Mazapil Copper Company (Ltd.) (Great Britain) v. United Mexican States

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MAZAPIL COPPER COMPANY (LIMITED) (GREAT BRITAIN) *v.*
UNITED MEXICAN STATES

(*Decision No. 16, February 15, 1930. Pages 132-136.*)

EVIDENCE BEFORE INTERNATIONAL TRIBUNALS.—PROOF OF REPRESENTATIVE CAPACITY.—RECEIPTS FOR REQUISITIONED PROPERTY.—RESPONSIBILITY FOR ACTS OF FORCES.—SEIZURE OF PROPERTY. Power of attorney ratifying proceedings of representatives *held* sufficient evidence of representative capacity. Vouchers or receipts delivered by captain of armed forces seizing property, signature of which was shown to be valid, *held* sufficient evidence of loss.

Cross-reference: Am. J. Int. Law, Vol. 25, 1931, p. 775.

I. The British Agent, on behalf of the Mazapil Copper Company (Limited), claims from the Government of Mexico the sum of \$7,002.64 Mexican gold, for losses sustained at the Company's mines, in the vicinity of Concepción del Oro, during the occupation of that place by revolutionary forces in the month of May 1911.

II. The said Company is represented by Messrs. John Blackett, Desiderio S. Galindo and Percy E. O. Carr.

III. The British nationality of the Company has been established by means of annex 6, and consists of a certificate of incorporation issued in London on the 21st April, 1896, under the Companies Acts, 1862 to 1890.

IV. The Mazapil Copper Company (Limited) owned and operated certain mines at Concepción del Oro, Naranjera, San Pedro de Ocampo, Aranzazu, Cata Arroyo and San Eligio. In the month of May 1911 the Concepción del Oro District was occupied by revolutionary forces. Said revolutionaries did, at various mines and camps of the Company, demand and take horses, rifles, saddles, provisions and other articles for the assistance of their cause. First, Captain G. G. Sanchez was in command of the revolutionary forces responsible for these demands. The said G. G. Sanchez gave receipts for all articles taken by his forces; the copies of these receipts are given in annexes 8 and 9, and the originals were produced before the Commission.

V. The Mexican Assistant Agent alleged in defence that the damage had not been proved, and still less that it had been caused by any forces within the meaning of subdivisions 1 to 4 of Article III of the Claims Convention, Mexico and Great Britain, and that, should said damage have been caused by insurrectionists, mutineers or mere brigands, the Government of Mexico had not been guilty of omission or negligence in suppressing the act or in punishing the parties responsible for the same. He further contended that it had not been shown that the damage amounted to the sum claimed.

VI. The Mexican Agent contended that Messrs. John Blackett, Desiderio S. Galindo and P. E. O. Carr had not shown that they were authorized to represent the Company, for which reason the Memorial should be dismissed.

VII. The British Agent filed a reply, stating that proof that Messrs. Blackett, Galindo and Carr were authorized to file claims on behalf of the Mazapil Copper Company (Limited) would later be filed with the Secretaries to the Commission; that the originals of the receipts given by Captain G. G. Sanchez had already been asked for; that the proof that the claimants had sustained the losses and damages for which they claim was contained in annexes 7, 8 and 9

to the Memorial from His Britannic Majesty's Government; that the proof that said losses and damages were caused by rebel forces was likewise contained in the aforesaid annexes; that it was public and notorious that on the date on which said losses took place there was a revolution against the Mexican Government, and that said forces came within the meaning of the first four subdivisions of Article III of the Convention; and, lastly, that the proof that the losses did amount to \$7,002.64 Mexican gold was contained in annexes 8 and 9 to the Memorial, as also the original receipts signed by First Captain G. G. Sanchez.

VIII. A certified copy of a deed containing the statements made by Mr. Lewis Daniel Fry as the attorney in fact for the Mazapil Copper Company, ratifying the acts of Messrs. P. E. O. Carr, John Blackett and Desiderio S. Galindo, the first as the former Manager of the Company from the end of 1907 until the end of 1916, the second as Auditor-General of the Coahuila and Zacatecas Railway since 1910, and the third as Superintendent of the said Railway from 1918 to 1920, has been submitted to this Commission; the said Attorney in fact approves the acts executed by Messrs. Carr, Blackett and Galindo in connexion with the claims presented to the Government of Mexico. The said Mr. Lewis Daniel Fry established before Notary Eulegio de Anda the representative capacity in which he appears for the Mazapil Copper Company (Limited).

IX. The vouchers to which claimant refers and which are signed by G. G. Sanchez, First Captain, are the following:

Value of one roll of tricolour ribbon for the army, signed at Concepción del Oro, the 14th May, 1911; another receipt signed by the said Captain G. G. Sanchez for the value of	\$ 11.30
Sundry articles; a further receipt signed the 20th May, 1911, for Being the value of one pair of boots; a further receipt for	43.72
Being a loan for payment of the troops, signed the 16th May, 1911, by the said Captain G. G. Sanchez; a further receipt, signed at Concepción del Oro, Zac., on the 14th May, 1911, by the said G. G. Sanchez for the amount of	17.50
Being the value of two horses ready saddled; a list of horses, saddles and other articles delivered to the self-same revolutionary leader, G. G. Sanchez, to the value of	3,000.00
Signed at Concepción del Oro, Zac., the 15th May, 1911, intended for the equipment and arming of the forces of the said Captain Sanchez; a further receipt, signed by the said Captain G. G. Sanchez, for	200.00
Being the value of one horse, one rifle, and one revolver, dated the 20th May, 1911	3,500.22
And, lastly, a further list of articles commandeered by the said Captain Sanchez on the 31st May, 1911, to the value of	170.00
	59.90
TOTAL	<u>\$7,002.64</u>

X. The Mexican Agent filed a Rejoinder maintaining the pleas contained in his Answer.

With this claim, numbered 34, there was also filed a second claim of the Mazapil Copper Company (Limited) for the amount of \$56,739.41 Mexican gold, for damage sustained by the Coahuila and Zacatecas Railway during the years 1918 to 1920 inclusive; but this Commission will only, by agreement between the two Agents, and for the time being, adjudicate upon the claim

for losses sustained at the Company's mines at Concepción del Oro in 1911, leaving the second claim for damage to the Coahuila and Zacatecas Railway, pending decision, until such time as the Mexican-British Claims Commission shall decide other claims of the same nature.

XI. This claim was, on the 17th day of the present month of January, argued before the Commission. The British Agent stated his claim, and the Mexican Agent said that, as the British Agent had filed a deed of ratification of the claim from the attorney in fact of the Mazapil Copper Company (Limited), the Commission would decide what they thought right. And in regard to the authenticity of the various receipts signed by First Captain G. G. Sanchez, he submitted various official documents, the originals, signed by G. G. Sanchez, at one time Governor of the State of Michoacán, so that the Commission might, after the necessary comparison of the signatures on the receipts submitted by the claimant with the signatures on the official documents mentioned above, decide whether the signatures on the former were authentic or otherwise.

XII. The deed of power of attorney produced by Mr. Fry on behalf of the Mazapil Copper Company (Limited) is undoubtedly a public instrument which constitutes full proof, and as the proceedings carried out by Messrs. Blackett, Carr and Galindo, as the representatives of the said Company, are therein ratified, the Commission declares that the claimant Company has duly shown proof that they are its representatives, in accordance with Article 10 of the Rules of Procedure.

XIII. It is an historical fact that First Captain G. G. Sanchez operated as a Maderista leader against the Government of General Porfirio Díaz, in the Concepción del Oro District, State of Zacatecas, where the mines of the Mazapil Copper Company (Limited) are situated, on the very dates appearing on the receipts issued to the claimant Company. It is also an historical fact that Gortrudis G. Sanchez, a First Captain in the Maderista forces in 1911, subsequently became the Governor of the State of Michoacán with residence at Morelia, and as from a careful examination by the Commissioners of the signatures on the receipts upon which the Mazapil Copper Company bases its claim, and of the signatures upon the official documents produced by the Mexican Agent, there is no reason to doubt that they are the same, the Commission consider themselves authorized to declare that the receipts executed by First Captain G. G. Sanchez to the claimant Company are authentic.

XIV. Consequently, and as the First Captain G. G. Sanchez comes within the meaning of subdivision 2 of Article III of the Convention, as a Maderista revolutionary, it is unquestionable that the Government of Mexico is liable for the damage claimed for. In view of these considerations, the Commission, by a unanimous vote, hereby declare:

That the Government of the United Mexican States is bound to pay to the Government of His Britannic Majesty, on behalf of the Mazapil Copper Company (Limited), the sum of \$7,002.64 Mexican gold.