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Patrick Grant (Great Britain) v. United Mexican States

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PATRICK GRANT (GREAT BRITAIN) *v.* UNITED MEXICAN STATES

(Decision No. 67, July 3, 1931. Pages 194-197. See also decision No. 9.)

OWNERSHIP OF CLAIM. Claim for farm equipment, agricultural products and other personal property, filed by manager of ranch, *allowed*, but claim for reduction in value of land and damages to premises *disallowed* on ground it must be filed by owner of ranch.

DAMAGES, PROOF OF. Though damages not proved to the full extent and amount claimed on some items exaggerated, award nevertheless granted.

1. According to the Memorial, Mr. Patrick Grant was, in 1911, managing a property known as the Ranch Mezquital at Culiacancito, in the District of Guliacan, State of Sinaloa, which belonged to his father, Captain Alexander C. Grant. Mr. Patrick Grant held a power of attorney from his father.

On the 16th April, 1911, a party of State Rurales visited the Ranch Mezquital with orders from Bernardo Sainz, the Juez of Culiacancito, to deliver to them a Winchester carbine and a belt of ammunition and to lend them one horse and saddle, to be returned as soon as possible. Two days after receiving this property the troops were captured at Caimanero by rebel forces under Amado Machado. Mr. Grant has never recovered his carbine, ammunition belt or horse and saddle. On the 27th May, 1911, a number of leaders of the Maderista revolution demanded and took from Mr. Grant certain quantities of maize and fodder for the use of the revolutionaries.

Owing to the operations of revolutionary forces under the leadership of Pilar Quintero, Francisco Quintero, Pedro Quintero, Miguel Rochein and Antuna, Mr. Grant found that his life was daily in danger, and some time in February or March 1912 he was forced to flee from the Ranch Mezquital. Before leaving, Mr. Grant asked a Mexican (a Mayo Indian) to look after the property during his absence. About two months after leaving the ranch the claimant returned to Culiacan by the last train to enter the town before its capture by the revolutionary forces known as Zapatistas. After the capture of the town the Zapatistas robbed and plundered ranches in the neighbourhood, including Mr. Grant's ranch, Mezquital.

The British Government claim on behalf of Mr. Grant the sum of 27,814.67 pesos Mexican gold.

2. Following Decision No. 9 of the Commission delivered on the 7th December, 1929, both Agents have filed new evidence.

The British Agent has presented an affidavit sworn by Sarah Elizabeth Grant, the mother of the claimant. She states that her husband, Alexander C. Grant, who died on the 9th January, 1930, had entered into an agreement with his son Patrick, according to which all real property located in the State of Sinaloa, Mexico, and all personal property located thereon, should belong to the said Patrick Grant. This agreement was made prior to the 1st day of July, 1906.

The other persons, whose affidavits were filed by the British Agent, all declare that they knew that the claimant was the owner of the ranch, and was everywhere recognized as such. The affiants testify that the claimant always sold the products of the ranch as his own, and that he was the real and responsible proprietor. The affiants further declare that they knew that the claimant had suffered the losses alleged in the Memorial, and they also confirm the amount of the losses, as estimated by the claimant.

The British Agent also presented copies of letters showing that Patrick Grant transacted the business connected with the farm in his own name.

The Mexican Agent filed documents of an opposite character. The first is a declaration of the Municipal President of Culiacancito, to the effect that the claimant, in 1911, was not the proprietor of the ranch, and that he had no knowledge of any of the facts on which the claim was based. Of the same nature is the testimony of three witnesses, heard in March, 1930; they all declare that the claimant was not known as the owner, and they deny that any losses, to the amount claimed, can have been sustained.

3. In his oral argument the British Agent contended that he had shown sufficient proof that the claimant was the owner of the ranch, and that he had been the one to suffer the losses, apart from the personal losses which did not pertain to the owner or to the person for whose account the property was farmed.

As regards the forces that committed the acts, the Agent asserted that they were either Maderistas or Rurales, i.e., forces of the State, or Zapatistas, for whose acts Mexico must, in cases like the present one, be held financially liable.

4. The Mexican Agent had, to the affidavits on which his British colleague relied, the same objections to which he had given expression in several other cases. They were obtained in 1930 and 1931, from persons living in the United States. Those persons had not been cross-examined, and could not be prosecuted in case they had sworn false statements. In the Agent's submission, there was no doubt that the father of the claimant was the owner of the ranch, and that he had finally sold it. The Public Register was the only valid proof of ownership, and as in that Register Mr. Alexander C. Grant was inscribed as the proprietor, the affidavits presented by the British Agent were of no value.

The Agent also drew the attention of the Commission to the fact that the claimant estimated the value of the property at 18,600 pesos, whilst the documents filed by himself showed a fiscal value of only 840 pesos.

5. The Commission, as they have already done in their Decision No. 9, think it necessary to draw a distinction between such of the alleged losses as bear a more personal character, and those pertaining to the ownership or exploitation of the Mezquital Ranch.

6. Within the first category falls the property stated in the Memorial to have been demanded and taken from the claimant on the 16th April, 1911, by State Rurales. This property consisted of a Winchester carbine, a belt of ammunition, a horse and a saddle.

The Commission have found in the evidence filed by the British Agent, sufficient corroboration of Mr. Grant's affidavit, and as the Rurales were a force under the command of the Government of the State, their acts fall within the terms of Article 3 of the Convention.

7. The other losses include in the first place the reduction in the value of the land, and also the damage to the fencing, the buildings and the wells. Secondly, the claimant asks compensation for the mules, wagons, ploughs and other implements, which were on the ranch. And in the third place he claims for agricultural products lost or taken.

In order to decide this part of the claim, it is necessary to know in what legal relation the claimant stood to the ranch, in other words, whether he or his father was the legal owner at the time of the events.

The Commission do not hesitate to declare that they must regard the father as such. The Memorial itself states that the claimant managed the property,

which belonged to his father, Alexander C. Grant. The Power of Attorney, annexed to the Memorial, and signed by Mr. Alexander C. Grant, confers nothing upon the son beyond the right to administer the farm. The Public Register shows that the father, and not the son, was the owner. It was Mr. Alexander C. Grant who finally sold the ranch, not through his son, but through another person, as his attorney. And it was also the father who—as is shown by his letter of the 20th November, 1929—received the price of the sale.

The father being the owner, it seems clear that the son is not entitled to claim in his own name for losses, which fall upon the legal ownership, such as the reduction of the value of the land, the fencing, the buildings and the wells.

8. A different conclusion must, however, be arrived at when those losses pertaining to the operation of the ranch, such as the loss of mules, agricultural equipment and products, are considered.

As regards this part of the claim, the Commission have acquired the conviction that the property was in reality farmed for the account and the risk of the son.

There is, in the first place, the power of attorney, already mentioned above, which conferred far-reaching authority upon the son. There are, furthermore, the affidavits—see section 2 of this Decision—of many persons, who lived in the immediate neighbourhood, and who transacted business with Mr. Patrick Grant. They all declared that they had always considered him as the owner. There are also the copies of Mr. Patrick Grant's correspondence, showing that he conducted affairs in his own name. And lastly, corroboration is to be found in the fact that the horses and the mules were branded with Mr. Patrick Grant's initials.

The losses sustained of animals and implements used in the operation, and of products obtained from the land, were therefore in reality losses sustained by the claimant, who ran the risk of the farming.

9. The Commission, having examined the affidavits filed by the British Agent, and containing the evidence of eye-witnesses, feel satisfied that the losses described in the preceding paragraph, were the consequences of the acts either of Maderistas or of Zapatistas, in either case of forces within the meaning of Article 3 of the Convention, because the Maderistas established a Government, and because, at the time when the acts were committed, the Zapatistas formed part of forces, which after overthrowing the Huerta régime, established a Government, first *de facto*, and later *de jure*. For this reason the claimant is entitled to compensation under the Convention.

10. That compensation must be for the losses, with which sections 6 & 8 of this Convention deal. The amount claimed under those heads have not, in the opinion of the Commission, been proved to the full extent. As certain items give rise to the impression of being exaggerated, the Commission can find no proof of amounts exceeding 5,000 pesos, Mexican.

11. The Commission decide that the Government of the United Mexican States shall pay to the British Government on behalf of Mr. Patrick Grant, 5,000 (five thousand) pesos, Mexican gold.