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Captain A. B. Urmston (Great Britain) v. United Mexican States

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ROBERT HENDERSON, ON BEHALF OF THE ESTATE OF THE
LATE VIRGINIA HENDERSON (GREAT BRITAIN) *v.* UNITED
MEXICAN STATES

(*Decision No. 113, August 3, 1931. Pages 332-334.*)

EVIDENCE BEFORE INTERNATIONAL TRIBUNALS.—RECEIPTS FOR REQUISITIONED PROPERTY. Evidence of loss consisting primarily of receipts for requisitions given by officers or officials *held* sufficient.

(*Text of decision omitted.*)

WEBSTER WELBANKS (GREAT BRITAIN) *v.* UNITED MEXICAN
STATES

(*Decision No. 114, August 6, 1931. Pages 334-337. See also decision No. 29.*)

RESPONSIBILITY FOR ACTS OF FORCES. Claim for loss of shipments of tomatoes on railway during period of its operation by State Government *held* not a loss resulting from acts of forces for which respondent Government was responsible.

(*Text of decision omitted.*)

CAPTAIN A. B. URMSTON (GREAT BRITAIN) *v.* UNITED MEXICAN
STATES

(*Decision No. 115, August 6, 1931. Pages 337-341.*)

RESPONSIBILITY FOR ACTS OF FORCES.—DAMAGES, PROOF OF. Where evidence established facts of loss but did not establish with exactness whether the amounts claimed were correct, claim *allowed* in amount justified by the evidence.

PRESERVATION OF PROPERTY. Claim for expenses incurred in preserving property *disallowed*.

DEPRECIATION IN VALUE OF PROPERTY. Claim for depreciation of value of ranch during revolutionary period *disallowed*.

Cross-reference: Annual Digest, 1931-1932, p. 227.

1. This is a claim for losses and damages to the Hacienda de San Pedro Canton Galeana, in the State of Chihuahua, due to revolutionary acts during the years 1912 to 1920, inclusive.

The facts are set out in the Memorial as follows:

Captain A. B. Urmston is the sole owner of a property, 206,000 acres in area, known as the Hacienda de San Pedro and situated in the Canton Galeana, State of Chihuahua. The property was originally purchased from the Mexican

Government by Messrs. Macmanus Brothers, Bankers, of Chihuahua, who sold it to a Captain C. G. Scobell in the year 1885. Captain Urmston, in partnership with Mr. Alexander B. Henderson, purchased part of the property from Captain Scobell in 1891 and the remainder in 1895. The claimant purchased Mr. Henderson's share in 1896 and became the sole owner of the property.

Captain Urmston resided on the property from 1890 to 1909, during which time he expended large sums of money in building substantial houses, opening farms, saw-mills, fencing the entire range with wire fence where necessary, developing the water supply, and stocking the property with a herd of high-grade cattle of 14,000 to 15,000 head and 1,000 horse stock. In 1909 Captain Urmston returned to England, leaving the property in charge of Mr. W. A. M. Roxby as manager.

In the year 1912, when raids by revolutionary and other forces first commenced, the stock of cattle on the hacienda amounted to some 14,000 head and the stock of horses amounted to some 800. The claimant states that the value of his property then was 802,000 dollars United States currency, or 1,604,000 dollars Mexican gold, calculated as follows:

	<i>U.S. Currency</i> <i>Dollars</i>
206,000 acres, at 2 dollars per acre	412,000
14,000 cattle, at 25 dollars a head	350,000
800 horses, at 50 dollars a head	<u>40,000</u>
TOTAL	802,000

From the year 1912 the hacienda was subjected to continual raids and requisitions by revolutionary and other forces. These revolutionary and other forces took from the hacienda horses, cattle, corn and merchandise, giving in some cases receipts for the property taken, but in the large majority of the cases flatly refusing to comply with requests for receipts. The names of some of the revolutionary or counter-revolutionary officers responsible for part of the claimant's losses are given in the affidavits of Messrs. Hollingworth, McDow and Contreras.

During the period 1912 to 1921 only small sales of stock and horses were made by Captain Urmston or by any persons on his behalf, and none of the said stock or horses was removed from the hacienda. Such sales did not exceed 1,000 head of cattle. In May 1920 only 3,000 head of cattle and from 50 to 100 horse stock, mostly mares, remained on the property. Captain Urmston's losses during this period therefore amount to some 10,000 head of cattle and at least 700 horse stock.

The claimant values the cattle and horses lost during the period 1912-May 1920, inclusive, at 285,000 dollars United States currency, or 570,000 dollars Mexican gold, calculated as follows:

	<i>U.S. Currency</i> <i>Dollars</i>
10,000 cattle, at 25 dollars per head	250,000
700 horses, at 50 dollars per head	<u>35,000</u>
TOTAL	285,000

The houses, buildings and farms on the hacienda were damaged by the revolutionary and counter-revolutionary forces. It is not possible at this date

for the claimant to give the dates of the specific damages or to identify the individuals responsible. He estimates, however, that the damage done amounts to at least 50,000 dollars United States currency, or 100,000 dollars Mexican gold.

During the period under review Captain Urmston was obliged to spend at least £2,500 sterling per annum in maintenance of the said property, all of which has now become a total loss. During the eight years (1912-20 inclusive) the sum of £20,000, or 100,000 dollars United States currency or 200,000 dollars Mexican gold was expended.

As a result of the deprivations of the revolutionary and other forces the value of Captain Urmston's property has deteriorated very considerably. In 1912 the value of the land, as has been shown, was 412,000 dollars United States currency, or 924,000 dollars Mexican gold. Captain Urmston was offered in 1912 the price of 600,000 dollars United States currency, or 1,200,000 dollars Mexican gold for his property, including cattle and horses, but owing to the outbreak of the revolution he was unable to proceed with the sale. He has since made innumerable attempts to sell the property with a view to saving further loss, and in 1924 he signed a contract agreeing to sell to a Mr. C. K. Warren, of Three Oaks, Michigan, the whole property and stock at the price of 170,000 dollars United States currency. This contract, however, was subsequently cancelled. Of this offer of 170,000 dollars United States currency the claimant attributed 125,000 dollars United States currency to the value of the land and 45,000 dollars United States currency to the value of the stock thereon. The property therefore has depreciated to the extent of 287,000 dollars United States currency, or 574,000 dollars Mexican gold.

The amount of the claim is 722,000 dollars United States currency, or 1,444,000 dollars Mexican gold; a summary of the various items comprising this total is given in paragraph 9 of Captain Urmston's affidavit. Partial proof of the losses of cattle and horses is given by the affidavits of Messrs. Hollingworth, McDow and Contreras. These affidavits do not represent the whole of Captain Urmston's losses, but cover only losses known to these employees to have been incurred during the period they were serving on the hacienda. The amount of the losses supported by these affidavits is 139,437.51 dollars United States currency, or 278,955.03 dollars Mexican gold, as compared with 285,000 dollars United States currency, or 570,000 dollars Mexican gold, claimed by Captain Urmston.

Further proof of these losses cannot be given by the claimant who has been unable to trace the present whereabouts of all his former employees. Such proof as he has been able to obtain is produced.

The British Government claim on behalf of Captain Urmston the sum of 722,000 dollars United States currency, or 1,444,000 pesos Mexican gold.

2. Evidence of part of the losses, suffered through the taking of animals, is to be found in the receipts of several military leaders and in the affidavits of Messrs. Hollingworth, McDow, Contreras and Metcalfe.

Sufficient evidence has not been submitted to the Commission to enable them to determine to which of the forces the military leaders belonged, and whether the acts of all of them are covered by the Convention, after revision of the same.

It has likewise not been made possible to the Commission to decide with absolute exactness whether the sums, claimed for the specific items, do or do not exceed the value thereof.

The Commission do not, therefore, feel at liberty to award the full amount claimed under this head, but they are convinced that 100,000 pesos is well justified.

3. As regards the second part of the claim, the Commission see no ground for allowing an award for expenditure incurred in keeping the property, as far as was possible, in good order. They do not regard this expenditure as a loss, but as a means of avoiding loss.

4. The deterioration of the value of the property can hardly be denied, but it is a phenomenon, which is probably common to all landed wealth in Mexico during the revolutionary period. It resulted from various circumstances and measures, but it is not a loss which can, at least not in the case now under consideration, be ascribed to any specific acts of revolutionary or other armed forces. Neither is it possible to determine the amount of the depreciation, nor to examine whether it has, partly at least, been compensated for by a subsequent rise in value.

For these reasons, the Commission do not feel that they are in a position to grant an award for this part of the claim.

5. The Commission decide that the Government of the United Mexican States is obligated to pay to the British Government, on behalf of Captain Augustus Brabazon Urmston, the sum of \$100,000 (one hundred thousand pesos) Mexican gold, or an equivalent amount in gold.

WILLIAM J. RUSSELL (GREAT BRITAIN) *v.* UNITED MEXICAN STATES

(*Decision No. 116, August 6, 1931. Pages 341-343.*)

RESPONSIBILITY FOR ACTS OF FORCES.—PROXIMATE CAUSE. Drunken soldiers set fire to a train, which fire spread to claimant's adjacent hotel, to his loss and damage. *Held*, respondent Government responsible.

MOB VIOLENCE. Claim for damages caused by a popular demonstration against foreigners *disallowed*.

1. The Memorial divides the claim into four parts:

Part I.—The claimant had an hotel and restaurant in Venegas Station in the State of San Luis Potosí, under a contract from the National Railways of Mexico. On the 29th May, 1913, armed men, under the command of Julián García, demanded the sum of \$165 pesos in cash. On the 22nd June of the same year, Federal Volunteers partially sacked the hotel and carried off articles and merchandise. On the 11th July, 1913, armed forces under Jesús Dávila set fire to the hotel, destroying all the furniture and other objects.

Part II.—The claimant owned a brewery and ice factory in "La Panquita", Saltillo, State of Coahuila. On the 21st April, 1914, on the occupation of Veracruz by forces of the United States of America, serious disorders occurred in the town of Saltillo, which obliged the claimant and his family to take refuge in the British Consulate. The brewery was completely sacked, and a list of the losses, such as machinery, furniture and other objects, is given in Annex 6.

Part III.—The claimant also owned the National Hotel in the City of Saltillo, and this hotel was also sacked on the 21st April, 1914.