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Ada Ruth Williams (Great Britain) v. United Mexican States

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EDWARD LE BAS AND COMPANY (GREAT BRITAIN)
v. UNITED MEXICAN STATES

(*Decision No. 5, November 22, 1929. Pages 65-66.*)

PROCEDURE, MOTION TO DISMISS. A motion to dismiss raising issues as to ownership of claim and responsibility of respondent government *suspended* and the issues thus raised postponed until the examination of the claim on its merits.

(*Text of decision omitted.*)

ADA RUTH WILLIAMS (GREAT BRITAIN)
v. UNITED MEXICAN STATES.

(*Decision No. 6, November 22, 1929. Pages 67-68.*)

NATIONAL CHARACTER OF CLAIM.—CLAIM IN REPRESENTATIVE CAPACITY.—
SURVIVAL OF CLAIMS FOR WRONGFUL DEATH. Any claim by a parent arising out of the killing in Mexico of a child who is a British subject will not survive to the estate of such parent, even though the killing occurred during the lifetime of such parent and while he was dependent upon the child for support.

This is a claim for compensation for the murder of an Englishman named George Ernest Williams, who was killed at the El Favor Mines at Hostotipaquillo, near Guadalajara, in the State of Jalisco, on the 26th April, 1914. He was employed as cashier and accountant to the El Favor Mining Company, and he was engaged on these duties as the time he met his death. He was thirty-four years of age and unmarried. According to the facts set out in the memorial the mine was attacked by mutinous Mexican miners, when he and another Englishman had surrendered their arms and both were stabbed to death by the crowd.

Mr. Williams was the son of Major George Williams, living at Ingleside, Northam, in the County of Sussex, England. The latter had retired from the army on a pension of £ 200 a year, and it was alleged that the son had, prior to his death, contributed to the maintenance of his father at the rate of ten pounds a month. At the time of his son's death in 1914 the father was sixty-three years of age, and he was said to be partly dependent upon the remittances from his son. On the 17th April, 1920, Major Williams (who was then a widower) was married to a spinster named Ada Ruth Roe, who was fifty-five years of age. On the 11th August, 1925, Major Williams died, leaving a will under which his widow, according to the British Agent, became sole executrix. He left, however, no estate.

The claim is lodged by Mrs. Williams upon two grounds. She alleges (1) that her late husband was partly dependent for his support on the contributions of the son, which amounted to £ 120 0s. 0d. per annum, and she estimates an annuity on a life of 63 years in 1914 (which was then the age of Major Williams) at £ 971 12s. 7d., together with the sum of £ 40 0s. 0d., which the father spent in equipping the son to go abroad; (2) she further alleges in her affidavit that George Ernest Williams had promised her that he would continue the allowance to her on his father's death.

It was contended on behalf of the respondent Government that the memorial should be dismissed on the ground that there was no legal relationship or dependency between G. E. Williams and the claimant, Mrs. Williams, and that therefore there was no liability on the part of the Mexican Government to pay compensation to her. The contention put forward by the British Agent was that the estate of Major Williams from 1914 had been impoverished by the loss of the son's contributions until his death in 1925, and that Mrs. Williams, as the executrix of the estate, was entitled to recover the money.

The Commissioners are unanimously of opinion that the Motion to Dismiss must be allowed. In order to succeed in the claim, Mrs. Williams must establish legal relationship or dependency as between herself and the late Mr. G. E. Williams, and there is no evidence of this in the facts set out in the Memorial, or in the oral argument. No claim against the respondent Government could form part of the estate of Major Williams until the right to present it had accrued to him. That right did not arise until the Anglo-Mexican Treaty was signed in 1926 and ratified in 1928, whereas Major Williams died in 1925, and with his death all his personal rights expired.

In view of the foregoing, and, further, in reliance upon article 11, first part, of the Rules of Procedure, it is hereby decided:

That the Motion is allowed.

CENTRAL AGENCY (LIMITED), GLASGOW (GREAT BRITAIN)
v. UNITED MEXICAN STATES

(Decision No. 7, November 29, 1929, dissenting opinion by Mexican Commissioner, November 29, 1929. Pages 68-74.)

CORPORATE CLAIMS.—AUTHORITY TO PRESENT CLAIM.—CORPORATION, PROOF OF NATIONALITY OF CORPORATION. A certificate of incorporation of a claimant British corporation, together with an affidavit of its secretary that it was incorporated in Great Britain and that the firm signing the memorial on behalf of the claimant was its agent and authorized to make the claim, and certain other corroborating documents, *held* sufficient to establish authority to present the claim to the tribunal.

1. This claim is presented by the British Government on behalf of a limited liability company, registered in England, called the Central Agency (Limited), Glasgow. In 1913 the claimant company forwarded a consignment of cotton thread to a firm of merchants at Chihuahua. According to the memorial it had reached the railway station of Monterrey, when the place was fired upon by a party of revolutionaries on the 23rd and 24th October, 1913. The result was that the consignment was destroyed in the fire caused by the revolutionary forces, and never reached its destination.

2. The respondent Government have lodged a motion to dismiss the claim mainly on this ground: The Mexican Agent says that the memorial fails to comply with article 10 of the Rules of Procedure, which provides that each Memorial shall be signed by the claimant or by his attorney in fact, as well as by the British Agent. The rule provides also that the memorial may be signed only by the British Agent, but in this event the memorial must include a signed statement by the claimant of his claim.