

**REPORTS OF INTERNATIONAL
ARBITRAL AWARDS**

**RECUEIL DES SENTENCES
ARBITRALES**

George L. Hawley (United States) v. Germany

17 March 1926

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The claimants, however, are not entitled to recover an amount equal to the depreciation in value of the securities which they voluntarily left in the hands of Dr. Bulling, executor, and which had not matured or been converted into cash prior to January 10, 1920, which securities were neither actually nor constructively seized or administered by or through the Treuhaender or any other German governmental agency. Claimants have failed to prove that the exceptional war measures of Germany had any application to the unmatured securities voluntarily left by them in Germany.

Applying the rules announced in Administrative Decision No. IV and in other decisions of this Commission to the facts as disclosed by the record herein, the Commission decrees that under the Treaty of Berlin of August 25, 1921, and in accordance with its terms the Government of Germany is obligated to pay to the Government of the United States on behalf of Alice E. Scholborg and Berte Scholborg jointly the following sums:

(1) Ninety-seven dollars thirty-three cents (\$97.33) with interest from May 1, 1917,

(2) Sixty-six dollars ninety-four cents (\$66.94) with interest from October 1, 1917,

(3) Four hundred nineteen dollars twenty-eight cents (\$419.28) with interest from May 1, 1918,

(4) Sixty-seven dollars seventy-one cents (\$67.71) with interest from October 1, 1918.

(5) Two hundred forty-five dollars thirty-nine cents (\$245.39) with interest from May 1, 1919, and

(6) Twenty-eight dollars forty-nine cents (\$28.49) with interest from October 1, 1919,

all interest at the rate of five per cent per annum.

Done at Washington January 20, 1926.

Edwin B. PARKER
Umpire

GEORGE L. HAWLEY (UNITED STATES) *v.* GERMANY

(*March 17, 1926, pp. 650-652.*)

WAR: TREATMENT OF PRISONERS OF WAR, RESPONSIBILITY UNDER TREATY OF BERLIN.—DAMAGE: PROPERTY TAKEN AND NOT RETURNED. Claim for damages on account of improper medical and surgical treatment received, and personal property lost, by American private when a prisoner of war. *Held* that no evidence submitted of maltreatment or other act for which Germany liable under Treaty of Berlin. Damages allowed for property taken and not returned, plus interest at 5% per annum from November 11, 1918.

PARKER, *Umpire*, rendered the decision of the Commission.

This case is before the Umpire for decision on a certificate of the National Commissioners certifying their disagreement.

George L. Hawley, an American national, while a private soldier in Company C, 102nd Infantry, United States Army, was taken prisoner by the German military forces on April 20, 1918. When captured he was suffering from wounds in both legs and from the effects of gas. He was held prisoner for some weeks in the hospital at Conflans, France, where he claims to have

received improper medical and surgical treatment. He was removed in June to Prison Camp Munster No. 3, thence put to work in coal mines, and, after another stay in the prison camp, was removed in September to the American Prison Camp at Rastatt, Germany, where he received better treatment. Claimant was undoubtedly wounded. He complains that the German surgeons did not remove the pieces of shrapnel from the wounds in his left ankle, but it appears that after his return to the United States an X-ray examination of this ankle disclosed two pieces of shrapnel very deeply embedded in the small bones which the American surgeon of claimant advised against attempting to remove for fear that an operation might cause permanent disability of the joint. There is nothing in the record indicating that the German surgeons were guilty of any malpractice or even of an error in judgment in failing to operate to remove the bits of shrapnel.

It appears that from the effect of the gas the claimant was nearly blinded when captured and that since then the functions of his eyes, nose, and throat have been seriously impaired. After his return to the United States he had several pieces of bone taken from his nose, his tonsils removed, and several teeth extracted. So far as disclosed by the record his impaired physical condition is due to injuries inflicted in combat and not to any maltreatment at the hands of the German authorities.

The claimant applied to the United States Veterans' Bureau for compensation and received from it vocational training for about three years, which in his own language, was given "to overcome my physical handicap of impaired eyesight and wounded ankle which prevented me from returning to my pre-war occupation of street car motorman".

As an evidence of maltreatment emphasis is laid by the claimant on the use of paper bandages by the German hospital authorities in dressing his wounds, but there is no evidence that any other bandages were available, and it appears from the records in other cases before this Commission that German authorities were forced to use paper bandages in the dressing of wounds of German soldiers. This was one of the hardships of the war, in which the claimant was engaged as a combatant, and for which Germany cannot be held liable under the Treaty. The claimant undoubtedly sustained serious injuries as a consequence of the war, but a careful consideration of the record before the Commission fails to disclose that he has suffered any pecuniary damage resulting from any maltreatment or other act for which Germany can be held liable under the Treaty.

The claimant stated that personal effects, of the value of \$12.50, were taken from him while a prisoner by the German authorities and not returned.

Applying the rules and principles heretofore announced in the decisions of this Commission to the facts as disclosed by the record herein, the Commission decrees that under the Treaty of Berlin of August 25, 1921, and in accordance with its terms the Government of Germany is obligated to pay to the Government of the United States on behalf of George L. Hawley the sum of twelve dollars fifty cents (\$12.50) with interest thereon at the rate of five per cent per annum from November 11, 1918.

Done at Washington March 17, 1926.

Edwin B. PARKER
Umpire