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Treaties, etc.

Agreement between the United
Kingdom and the USA for Settlement
of various pecuniary Claims



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AGREEMENT

BETWEEN THE

UNITED KINGDOM

AND THE

UNITED STATES OF AMERICA

FOR THE

Settlement of Various Pecuniary Claims Outstanding
Between the Two Governments

TOGETHER WITH THE

FIRST SCHEDULE OF CLAIMS AND TERMS OF SUBMISSION THEREOF

AND THE

Articles of the Convention for the pacific settlement of International Disputes, signed at the Hague 18th October, 1907, referred to in the said agreement

ALSO

Rules of Procedure exchanged between the Agents,
11th July, 1912.

PECUNIARY CLAIMS AGREEMENT

AGREEMENT between the United Kingdom and the United States of America for the settlement of various Pecuniary Claims outstanding between the two governments, together with the First Schedule of claims and terms of submission thereof.

Whereas Great Britain and the United States are signatories of the convention of the 18th October, 1907, for the Pacific Settlement of International Disputes, and are desirous that certain pecuniary claims outstanding between them should be referred to arbitration, as recommended by article 38 of that convention:

Now, therefore, it is agreed that such claims as are contained in the schedules drawn up as hereinafter provided shall be referred to arbitration under chapter IV of the said convention, and subject to the following provisions:—

Article 1. Either party may, at any time within four months from the date of the confirmation of this agreement, present to the other party any claims which it desires to submit to arbitration. The claims so presented shall, if agreed upon by both parties, unless reserved as hereinafter provided, be submitted to arbitration in accordance with the provisions of this agreement. They shall be grouped in one or more schedules, which, on the part of the United States, shall be agreed on by and with the advice and consent of the Senate, His Majesty's Government reserving the right before agreeing to the inclusion of any claim affecting the interests of a self-governing dominion of the British Empire to obtain the concurrence thereto of the Government of that dominion.

Either party shall have the right to reserve for further examination any claims so presented for inclusion in the schedules; and any claims so reserved shall not be prejudiced or barred by reason of anything contained in this agreement.

Article 2. All claims outstanding between the two governments at the date of the signature of this agreement and originating in circumstances or transactions anterior to that date, whether submitted to arbitration or not, shall thereafter be considered as finally barred unless reserved by either party for further examination as provided in article 1.

Article 3. The arbitral tribunal shall be constituted in accordance with article 87 (chapter IV) and with article 59 (chapter III) of the said convention, which are as follows:—

“Article 87. Each of the parties in dispute appoints an arbitrator. The two arbitrators thus selected choose an umpire. If they do not agree on this point, each of them proposes two candidates

taken from the general list of the members of the Permanent Court, exclusive of the members appointed by either of the parties and not being nationals of either of them; which of the candidates thus proposed shall be the umpire is determined by lot.

“The umpire presides over the tribunal, which gives its decision by a majority of votes.”

“Article 59. Should one of the arbitrators either die, retire, or be unable for any reason whatever to discharge his functions, the same procedure is followed for filling the vacancy as was followed for appointing him.”

Art. 4. The proceedings shall be regulated by so much of chapter IV of the convention and of chapter III, excepting articles 53 and 54, as the tribunal may consider to be applicable and to be consistent with the provisions of this agreement.

Art. 5. The tribunal is entitled, as provided in article 74 (chapter III) of the convention, to issue rules of procedure for the conduct of business, to decide the forms, order, and time in which each party must conclude its arguments, and to arrange all formalities required for dealing with the evidence.

The agents and counsel of the parties are authorized, as provided in article 70 (chapter III), to present orally and in writing to the tribunal all the arguments they may consider expedient in support or in defence of each claim.

The tribunal shall keep record of the claims submitted and the proceedings thereon, with the dates of such proceedings. Each government may appoint a secretary. These secretaries shall act together as joint secretaries of the tribunal and shall be subject to its direction. The tribunal may appoint and employ any other necessary officer or officers to assist it in the performance of its duties.

The tribunal shall decide all claims submitted upon such evidence or information as may be furnished by either government.

The tribunal is authorized to administer oaths to witnesses and to take evidence on oath.

The proceedings shall be in English.

Art. 6. The tribunal shall meet at Washington at a date to be hereafter fixed by the two governments, and may fix the time and place of subsequent meetings as may be convenient, subject always to special direction of the two governments.

Art. 7. Each member of the tribunal, upon assuming the function of his office, shall make and subscribe a solemn declaration in writing that he will carefully examine and impartially decide, in accordance with treaty rights and with the principles of international law and of equity, all claims presented for decision, and such declaration shall be entered upon the record of the proceedings of the tribunal.

Art. 8. All sums of money which may be awarded by the tribunal on account of any claim shall be paid by the one government to the other as the case may be, within eighteen months after the date of the final award, without interest and without deduction, save as specified in the next article.

Art. 9. Each government shall bear its own expenses. The expenses of the tribunal shall be defrayed by a rateable deduction on the amount of the sums awarded by it, at a rate of 5 per cent on such sums, or at such lower rate as may be agreed upon between the two governments; the deficiency, if any, shall be defrayed in equal moieties by the two governments.

Art. 10. The present agreement, and also any schedules agreed thereunder, shall be binding only when confirmed by the two governments by an exchange of notes.

In witness whereof this agreement has been signed and sealed by His Britannic Majesty's Ambassador at Washington, the Right Honourable James Bryce, O.M., on behalf of Great Britain, and by the Secretary of State of the United States, Philander C. Knox, on behalf of the United States.

Done in duplicate at the city of Washington, this 18th day of August, 1910.

JAMES BRYCE.
PHILANDER C. KNOX.

Schedule of Claims.

FIRST Schedule of Claims to be submitted to arbitration in accordance with the provisions of the special agreement for the submission to arbitration of Pecuniary Claims outstanding between Great Britain and the United States, signed on the 18th day of August, 1910, and the terms of such submission.

CLASS I.—Claims based on alleged denial in whole or in part of real property rights.

BRITISH.

Cayuga Indians, Rio Grande.

AMERICAN.

Webster, Studer, R. E. Brown, Samuel Clark.

Fijian Land Claims.

Burt, Henry, Brower, Williams.

CLASS II.—Claims based on the acts of the authorities of either government in regard to the vessels of the nationals of the other government, or for the alleged wrongful collection or receipt of customs duties or other charges by the authorities of either government.

BRITISH.

Shipping Claims.

Coquitlam, Favourite, Wanderer, Kate, Lord Nelson, Canadienne, Eastry, Lindisfrane, Newchwang, Sidra, Maroa, Thomas F. Bayard, Jessie, Peschawa.

Canadian Claims for Refund of Hay Duties.

Peter Anderson, Charles Arpin, Nathaniel Bachelder, Magloire G. Blain, Toussaint Bourassa continuing partner of Bourassa, and Forrester; Pierre Bourgeois, William Burland, and Co., Charles S. Rowe, surviving partner; Frederick Catudal; L. N. Charlebois, heir and assignee of Denis N. Charlebois; Joseph Couture; Wilfrid Dorais, heir of Louis T. Dorais; John and Francis Ewing, John Ewing, surviving partner; Joseph Jean Baptiste Gosselin; heirs of Joseph A. Lamoureux, deceased.

AMERICAN.

Fishing Claims.

Group I.

Against Newfoundland—

Cunningham and Thompson (18 vessels: Masconomo, Arbutus, Anglo-Saxon, Quickstep, Nourmahal, Puritan, Talisman, Norma, Norumbega, Aloha, Ingomar, Jennie B. Hodgdon, Arkona, Arethusa, Independence II, S. P. Willard, Corona, Saladin).

Davis Brothers (10 vessels: Oregon, Margaret, Theo. Roosevelt, L. M. Stanwood, Georgie Campbell, Blanche, Veda McKown, E. A. Perkins, Kearsarge, Lena and Maud).

Win. H. Parsons (12 vessels: Corsair, Grace L. Fears, Argo, Lizzie Griffin, Independence, Independence II, Dreadnought, Robin Hood, Helen G. Wells, Colonial, Alice M. Parsons, Mildred V. Lee).

Gorton-Pew Company (37 vessels: A. M. Parker, Priscilla Smith, Senator Gardner, Corsair, Vigilant, Harry A. Nickerson, Gossip, Flirt, Ella G. King, Helen G. Wells, Ramona, Massachusetts, Ellen C. Burke, J. J. Flaherty, Geo. R. Alston, Maxime Elliott, Vera, Orinoco, Miranda, Madonna, Atlanta, Gov. Russell, Mystery, Jas. A. Garfield, L. I. Lowell, Dora A. Lawson, Tattler, Alice R. Lawson, Olga, J. R. Bradley, Fannie Smith, Rob Roy, Smuggler, Essex, Athlete, Valkyria, Sceptre).

W. H. Jordan (6 vessels: Lewis H. Giles, O. W. Holmes, The Gatherer, Hattie E. Worcester, Goldenrod, Joseph Rowe).

Orlando Merchant (16 vessels: Avalon, Constellation, O. W. Holmes, Golden Rod, Grayling, Joseph Rowe, Harvard, Mary E. Harty, Harriet W. Babson, Richard Wainwright, Henry M. Stanley, Lewis H. Giles, Lottie G. Merchant, Oriole, Clintonia Esperanto).

Jerome McDonald (vessels: Preceptor, Gladiator, Monitor).

John Pew and Sons (5 vessels: A. E. Whyland, Essex, Columbia, Orinoco, Sceptre).

D. B. Smith and Co. (12 vessels: Smuggler, Lucinda I. Lowell, Helen F. Whittier, Dora A. Lawson, Carrie W. Babson, Golden Hope, Fernwood, Sen. Gardner, Maxime Elliott, J. J. Flaherty, Tattler, Stranger).

Sylvanus Smith and Co. (7 vessels: Lucile, Bohemia, Claudia, Arcadia, Parthia, Arabia, Sylvania).

John Chisholm (5 vessels: Admiral Dewey, Harry G. French, Monarch, Judique, Conqueror).

Carl C. Young (3 vessels: Dauntless, A. E. Whyland, William E. Morrissey).

Hugh Parkhurst and Co. (6 vessels: Rival, Arthur D. Story, Patrician, Geo. Parker, Sen. Saulsbury, Diana).

A. D. Mallock, (3 vessels: Indiana, Alert, Edna Wallace Hopper).

Thomas M. Nickolson (13 vessels: Ada S. Babson, Elizabeth N., Hiram Lowell, M. B. Stetson, A. V. S. Woodruff, T. M. Nickolson, Landseer, Edgar S. Foster, A. M. Nickolson, Wm. Matheson, Robin Hood, Annie G. Quinner, N. E. Symonds).

M. J. Palson (3 vessels: Barge Tilld, schooner J. K. Manning, tug Clarita).

M. J. Dillon (1 vessel: Edith Emery).

Russel, D. Terry (1 vessel: Centennial).

Lemuel E. Spinney (3 vessels: American, Arbitrator, Dictator).

Wm. H. Thomas (2 vessels: Elmer E. Gray, Thos. L. Gorton).

Frank H. Hall (3 vessels: Ralph H. Hall, Sarah E. Lee, Faustina).

M. Walen and Son (7 vessels: Kentucky, Effie W. Prior, Orpheus, Hattie A. Heckman, Ella M. Goodsin, Bessie N. Devine, Arthur James).

Atlantic Maritime Company (7 vessels: James W. Parker, Raynah, Susan and Mary, Elsie, Fannie E. Prescott, E. E. Gray, Mildred Robinson).

Waldo I. Wonson (5 vessels: American Mystery, Procyon, Effie M. Morrissey, Marguerite).

Edward Thevoy (1 vessel: Edward Thevoy).

Henry Atwood (1 vessel: Fannie B. Atwood).

Fred Thompson (1 vessel: Elsie M. Smith).

Group II.

Against Newfoundland—

Bessie M. Wells, Elector, Sarah E. Putnam, A. E. Whyland, H. B. Parker, Thomas B. Bayard, Arethusa, Harry A. Nickerson, Arkona, Edna Wallace Hopper, Athlete.

Fishing Claims.

Against Canada—

Frederick Gerring, North, D. J. Adams, R. T. Roy, Tattler, Hurricane, Argonaut, Jonas H. French.

CLASS III.—Claims based on damages to the property of either government or its nationals, or on personal wrongs of such nationals; alleged to be due to the operations of the military or naval forces of the other government, or to the acts or negligence of the civil authorities of the other government.

BRITISH.

Four Cable Companies Claims.

Cuban Submarine Telegraph Company, Eastern Extension Cable Company, Canadian Electric Light Company, Great North-Western Telegraph Company.

"Philippine War" Claims.

Ackert, Balfour, Broxup, Cundal, Dodson, Fleming, Forbes, Fox, Grace, Grindrod, Hawkins, E., Hawkins, J., Hendery, Hill, Hogge, Holliday, Hong Kong Bank, Iloilo Club, Eastern Extension Telegraph Company, Higgins, W., Higgins, N. L., Hoskyn and Co., Kauffman, Ker Bolton and Co., Launderers,

AMERICAN.

Home Missionary Society, Daniel Johnson, Union Bridge Company, Madeiros.

MeLeod, Moore, Philippine Mineral Syndicate, Pohang, Pohoomul, Smith, Stevenson, Strachan, Thomson, Underwood, Warner, "Zafiro," C. M. Chiene, H. L. Chiene, Parsons and Walker.

"Hawaiian" Claims.

Ashford, Bailey, Harrison, Kenyon, Levy, McDowall, Rawlins, Redward, Reynolds, Thomas.

Hardman, Wrathall, Cadenhead.

CLASS IV.—Claims based on contracts between the authorities of either government and the nationals of the other government.

BRITISH.

AMERICAN.

King Robert, Yukon Lumber, Hemming.

Terms of Submission.

1. In case of any claim being put forward by one party which is alleged by the other party to be barred by treaty, the arbitral tribunal shall first deal with and decide the question whether the claim is so barred, and in the event of a decision that the claim is so barred, the claim shall be disallowed.

2. The arbitral tribunal shall take into account as one of the equities of a claim to such extent as it shall consider just in allowing or disallowing a claim any admission of liability by the government against whom a claim is put forward.

3. The arbitral tribunal shall take into account as one of the equities of a claim to such extent as it shall consider just in allowing or disallowing a claim, in whole or in part, any failure on the part of the claimants to obtain satisfaction through legal remedies which are open to him or placed at his disposal, but no claim shall be disallowed or rejected by application of the general principle of international law that the legal remedies must be exhausted as a condition precedent to the validity of the claim.

4. The arbitral tribunal, if it considers equitable, may include in its award in respect of any claim interest at a rate not exceeding 4 per cent per annum for the whole or any part of the period between the date when the claim was first brought to the notice of the other party and that of the confirmation of the schedule in which it is included.

The foregoing schedule and terms of submission are agreed upon in pursuance of and subject to the provisions of the special agreement for the submission to arbitration of pecuniary claims outstanding between Great Britain and the United States, signed on the 18th day of August, 1910, and require confirmation by the two governments in accordance with the provisions of that agreement.

Signed in duplicate at the city of Washington, this 6th day of July, 1911, by His Britannic Majesty's Ambassador at Washington, the Right Honourable James Bryce, O.M., on behalf of Great Britain, and by the Secretary of State of the United States, Philander C. Knox, on behalf of the United States.

JAMES BRYCE.

PHILANDER C. KNOX.

(Translation.)

CONVENTION for the Pacific Settlement of International Disputes, signed
at the Hague, the 18th October, 1907.

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Part IV.

INTERNATIONAL ARBITRATION.

CHAPTER I.

THE SYSTEM OF ARBITRATION.

* * * * *

ARTICLE 38.

In questions of a legal nature, and especially in the interpretation or application of International Conventions, arbitration is recognized by the Contracting Powers as the most effective, and, at the same time, the most equitable means of arranging disputes which diplomacy has failed to settle.

Consequently, it would be desirable that, in disputes regarding the above mentioned questions, the Contracting Powers should, in that case, have recourse to arbitration, in so far as circumstances permit.

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CHAPTER III.

ARBITRATION PROCEDURE.

ARTICLE 51.

With a view of encouraging the development of arbitration, the Contracting Powers have agreed on the following rules, which are to apply to arbitration procedure, except in so far as other rules shall have been agreed on by the parties.

ARTICLE 52.

The Powers which have recourse to arbitration sign a *Compromis*, in which the subject of the dispute is clearly defined, the time allowed for appointing arbitrators, the form, order, and time in which the communication referred to in Article 63 must be made, and the amount of the sum which each party must deposit in advance to defray the expenses.

The *Compromis* likewise defines, if there is occasion for it, the manner of appointing arbitrators, any special powers which may eventually belong to the Tribunal, the place of meeting, the language it shall

use, and the languages the employment of which shall be authorized before it, and, generally speaking, all the conditions on which the parties are agreed.

* * * * *

ARTICLE 55.

The duties of Arbitrator may be conferred on a single Arbitrator or on several Arbitrators selected by the parties as they please, or chosen by them from the members of the Permanent Court of Arbitration established by the present Convention.

Failing the composition of the Tribunal by direct agreement between the parties, the course referred to in Article 45, paragraphs 3 to 6, is followed.

ARTICLE 56.

When a Sovereign or the Chief of a State is chosen as Arbitrator, the arbitration procedure is settled by him.

ARTICLE 57.

The Umpire is *ex officio* President of the Tribunal.

When the Tribunal does not include an Umpire, it appoints its own President.

ARTICLE 58.

When the *Compromis* is settled by a Commission, as contemplated in Article 54, and in default of agreement to the contrary, the Commission itself shall form the Arbitration Tribunal.

ARTICLE 59.

Should one of the Arbitrators either die, resign, or be unable for any reason whatever to act, the same procedure is followed in filling his place which was followed in appointing him.

ARTICLE 60.

The Tribunal meets at the Hague, unless some other place is selected by the parties.

The Tribunal may only meet in the Territory of a third Power with the latter's consent.

The place of meeting once fixed cannot be altered by the Tribunal, except with the assent of the parties.

ARTICLE 61.

Unless the *Compromis* has specified the languages to be employed, the question shall be decided by the Tribunal.

ARTICLE 62.

The parties are entitled to appoint special agents to attend the Tribunal, whose duty it is to act as intermediaries between themselves and the Tribunal.

They are further authorized to retain for the defence of their rights and interests before the Tribunal counsel or advocates appointed by them for the purpose.

The members of the Permanent Court may not act as agents, counsel, or advocates except on behalf of the Power which has appointed them members of the Court.

ARTICLE 63.

As a general rule, arbitration procedure comprises two distinct phases: written *pleadings* and *viva voce discussions*.

The written *pleadings* consist of the communication by the respective agents to the members of the Tribunal and the opposing party, of cases, counter-cases, and, if necessary, of replies; the parties annex thereto all papers and documents referred to in the cause. This communication shall be made either directly or through the intermediary of the International Bureau, in the order and within the time fixed by the *Compromis*.

The time fixed by the *Compromis* may be extended by mutual agreement between the parties, or by the Tribunal when the latter considers it necessary for the purpose of reaching a just decision.

The *discussions* consist of the *vivâ voce* arguments of the parties before the Tribunal.

ARTICLE 64.

A duly certified copy of every document produced by one party must be communicated to the other party.

ARTICLE 65.

Unless special circumstances arise, the Tribunal does not meet until the *pleadings* are closed.

ARTICLE 66.

The *discussions* are under the direction of the President.

They are not public unless it be so decided by the Tribunal, with the assent of the parties.

They are recorded in minutes drawn up by the Secretaries appointed by the President. These minutes are signed by the President and by one of the Secretaries and constitute the only authentic record.

ARTICLE 67.

After the close of the *pleadings*, the Tribunal is entitled to exclude from the discussion all fresh papers or documents which one party may wish to submit to it without the consent of the other.

ARTICLE 68.

The Tribunal is free to take into consideration fresh papers or documents to which its attention may be drawn by the agents or counsel of the parties.

In that case the Tribunal has the right to require the production of such papers or documents, but is obliged to make them known to the opposing party.

ARTICLE 69.

The Tribunal may also call upon the agents of the parties to furnish all necessary papers and explanations. The Tribunal takes note of any refusal.

ARTICLE 70.

The agents and the counsel of the parties are authorized to present verbally to the Tribunal all the arguments they may consider expedient in support of their case.

ARTICLE 71.

They are entitled to raise objections and points. The decisions of the Tribunal thereon are final and cannot form the subject of any subsequent discussion.

ARTICLE 72.

The members of the Tribunal are entitled to put questions to the agents and counsel of the parties, and to ask them for explanations on doubtful points.

Neither the questions put, nor the remarks made by members of the Tribunal in the course of the discussions, are to be regarded as an expression of opinion by the Tribunal as a whole or by its members in particular.

ARTICLE 73.

The jurisdiction of the Tribunal extends to questions relating to the interpretation of the *Compromis* and of other Acts and documents referred to in the cause, and to the application thereto of the principles of law.

ARTICLE 74.

The Tribunal is entitled to make orders of procedure for the conduct of the case, to decide the forms, order, and time in which each party must present its final arguments, and to arrange all the formalities required for taking evidence.

ARTICLE 75.

The parties undertake to supply the Tribunal, within the widest limits they may think practicable, with all the information required for deciding the dispute.

ARTICLE 76.

For the service of all notices by the Tribunal in the territory of a third Contracting Power, the Tribunal shall apply direct to the Government of such Power. The same principle shall apply in the case of steps being taken on the spot in order to procure evidence.

Requests for this purpose are to be executed as far as the means, which the Power applied to possesses under municipal law, allow. They cannot be rejected unless the Power in question considers them likely to impair its sovereign rights or its safety.

The Tribunal will also be entitled in all cases to act through the Power within the territory of which it meets.

ARTICLE 77.

When the agents and counsel of the parties have submitted all the explanations and evidence in support of their case the President shall declare the discussion closed.

ARTICLE 78.

The Tribunal considers its decisions in private and the proceedings remain secret.

All questions are decided by a majority of the members of the Tribunal.

ARTICLE 79.

The Award must state the reasons on which it is based. It recites the names of the Arbitrators and is signed by the President and by the Registrar, or the Secretary acting as Registrar.

ARTICLE 80.

The Award is read in open Court, the agents and counsel of the parties being present or duly summoned to attend.

ARTICLE 81.

The Award, duly pronounced and notified to the agents of the parties, settles the dispute definitively without appeal.

ARTICLE 82.

Any difference arising between the parties as to the interpretation and execution of the Award shall, in default of Agreement to the contrary, be submitted to the decision of the Tribunal which pronounced the Award.

ARTICLE 83.

The parties may in the *Compromis* reserve the right to demand the revision of the Award.

In that case and in default of Agreement to the contrary, the demand must be addressed to the Tribunal which pronounced the Award. Such demand may only be made on the ground of the discovery of some new fact which is calculated to exercise a decisive influence upon the Award, and which, at the time when the discussion was closed, was unknown to the Tribunal and to the party demanding revision.

Proceedings for revision can only be instituted on a decision of the Tribunal expressly recording the existence of the new fact, recognizing in it the character described in the preceding paragraph, and declaring the demand admissible on this ground.

The *Compromis* fixes the period within which the demand for revision must be made.

ARTICLE 84.

The Award is not binding except on the parties to the proceedings.

When there is a question as to the interpretation of a Convention of which other Powers are signatories, the parties to the proceedings shall inform all the Signatory Powers in good time. Each of these Powers is entitled to intervene in the proceeding. If one or more avail themselves of the right, the interpretation given by the Award is equally binding on them.

ARTICLE 85.

Each party pays its own expenses and an equal share of the expenses of the Tribunal.

CHAPTER IV.

ARBITRATION BY SUMMARY PROCEDURE.

ARTICLE 86.

With a view of facilitating the working of the system of arbitration in disputes admitting of a summary procedure, the Contracting Powers adopt the following rules, which shall be observed in the absence of other arrangements and with the reservation that the provisions of Chapter III apply so far as they are not inconsistent with these rules.

ARTICLE 87.

Each of the contending parties appoints an Arbitrator. The two Arbitrators thus selected choose an Umpire. If they do not agree on this point, each of them proposes two candidates taken from the general list of the members of the Permanent Court exclusive of the members appointed by either of the parties and not being of the nationality of either of them; which of the candidates thus proposed shall be the Umpire is determined by lot.

The Umpire presides over the Tribunal. Decisions are given by a majority of votes.

ARTICLE 88.

In default of previous agreement, the Tribunal, when constituted, settles the time within which the two parties shall submit their respective cases to it.

ARTICLE 89.

Each party is represented before the Tribunal by an agent, who serves as intermediary between the Tribunal and the Government appointing him.

ARTICLE 90.

The proceedings are conducted exclusively in writing. Each party, however, is entitled to demand the calling of witnesses and experts. The Tribunal, on its part, has the right to ask for *viva voce* explanations from the agents of the two parties, as well as from the experts and witnesses whose appearance in court it may consider useful.

* * * * *

PECUNIARY CLAIMS ARBITRATION.

RULES OF PROCEDURE.

Pursuant to the Agreement by the Government of the United States and the Government of His Britannic Majesty by an exchange of notes dated April 26, 1912, the agents of the respective parties have agreed upon the following rules of procedure.

CHAPTER I.

RECORD OF CLAIMS AND PROCEEDINGS.

1. The record of claims and proceedings provided for in Article 5 of the Special Agreement shall consist of a Register, a minute book, and such other books as the Tribunal may from time to time order.

THE REGISTER.

2. The titles of claims appearing in the schedule shall be entered in the Register, in the order in which the first pleading in respect of each of such claims is filed.

3. The claims shall be separately numbered in the order in which the claims are entered, and this designation by number shall be retained throughout the proceedings.

4. In the space in the Register allotted to each claim shall be recorded all the proceedings had in relation thereto.

THE MINUTE BOOK.

5. The Minute Book shall contain a chronological record of all the proceedings of the Arbitration, including the filing of all pleadings, filing of original documents, agreements of the agents, notices, interlocutory applications and decisions thereon, hearings before the Tribunal, and awards.

6. The Minute Book shall, at each sitting of the Tribunal, be signed by the President of the Tribunal, and countersigned by the Secretaries.

THE RECORD.

7. The Register, the Minute Book, and the other books, if any, shall be kept by the Secretaries of the Tribunal in duplicate.

8. On the conclusion of the Arbitration, one set shall be handed to each of the Agents. Documents filed with the Secretaries of the Tribunal under Rule 25, shall, on the conclusion of the Arbitration be returned to the party by whom they have been filed, and one copy of the pleadings and of the awards filed in the office of the Tribunal shall be handed to each of the Agents.

CHAPTER II.

THE PLEADINGS.

9. The pleadings shall, in respect of each claim, consist of a Memorial, and an Answer. The claimant Government shall also be entitled to file a Reply if it thinks necessary.

10. The pleadings on either side shall be prepared with all despatch, and filed as soon as may be reasonably possible after the making of these rules.

THE MEMORIAL.

11. The Memorial shall contain a succinct statement of the facts out of which the claim arises, of the grounds upon which it is put forward, and of the relief claimed.

12. The Memorial shall be accompanied by copies of the documents, and other proofs upon which the claimant Government relies.

13. In the case of claims put forward on behalf of private individuals, corporations, or societies, other than claims arising out of treaties with Indian tribes or nations, the Memorial shall set out the name and nationality of the claimant, or, where the claimant is dead, of his present representatives, with the evidence in support of such nationality.

14. Where more than one claim arises out of the same set of facts, all or any of such claims may be included in the same Memorial.

THE ANSWER.

15. The Answer shall set out the grounds upon which the claim is resisted by the respondent Government, and shall in so doing indicate clearly the attitude of the respondent Government toward the several allegations contained in the Memorial.

16. The Answer shall be accompanied by the documents and proofs upon which the respondent Government relies.

THE REPLY.

17. Where a Reply is considered necessary by the claimant Government, it shall deal only with allegations in the Answer, which present facts or contentions not adequately met or dealt with in the Memorial.

18. The Reply shall be accompanied by such documents and proofs as may be required for the purposes thereof.

FURTHER EVIDENCE.

19. If the respondent Government considers it necessary to file further evidence for the purpose of answering the statements contained in the Reply, such further evidence may be filed without a written pleading, but accompanied by a short explanatory summary.

20. There shall be no written pleadings other than the Memorial, the Answer, and the Reply except by agreement between the Agents, or by order of the Tribunal.

21. Where either party desires to make up in its pleadings of any voluminous reports or documents, other than reports of judicial decisions, which have been published officially, either in the United States or in the British Empire, such report or document need not be printed in the written pleading. In that case seven copies of it shall accompany and be delivered with the pleading. Of these seven copies, two shall be filed in the office of the Tribunal, one shall be sent by the Secretaries to each member of the Tribunal, and two to the Agent of the other party. This rule shall not be held to preclude the party from printing in or with his written pleading extracts from such report or document.

CHAPTER III.

FILING OF PLEADINGS.

22. Pleadings and further evidence, if any, shall be printed by the parties on paper of the size of $9\frac{1}{8}$ inches by $5\frac{7}{8}$ inches, when folded.

23. Twenty-eight copies of all pleadings, and of further evidence under Rule 19, if any, shall be delivered at the Office of the Tribunal.

24. Of these copies, two shall be filed in the office of the Tribunal, and twenty shall be forwarded forthwith to the Agent of the other party, with a note specifying the date on which the document was filed, and two shall be at the disposal of each member of the Tribunal.

CHAPTER IV.

EVIDENCE.

25. The originals of all documents and other proofs brought forward in support of or in answer to a claim, shall, so far as possible, be filed in the office of the Tribunal, in order that they may be open to the inspection of the members of the Tribunal, and of the other party.

26. Where the originals are not in existence, or cannot be traced, copies authenticated in the best available manner shall be filed instead of the originals.

27. Where the original of any such document or other proof is filed at any Government Office on either side, and cannot conveniently be withdrawn, it shall be open to the inspection of the Agent of either party respectively, or of any person designated by him for the purpose.

28. It shall not be necessary to file copies of any legislative act or judicial decision, which has been published officially and of which copies can be obtained by the public.

29. Notice to inspect the original of any document referred to in Rule 27 shall be given to the Agent of the other party, and a copy thereof filed in the office of the Tribunal.

30. The right to inspect shall extend to the whole of any document of which part only is brought forward in support of, or in answer to a claim, but shall not extend to any enclosures therein, or annexes thereto, or minutes, or endorsements thereon, if such enclosures, annexes, minutes, or endorsements are not adduced as evidence or referred to in the pleadings.

CHAPTER V.

INTERLOCUTORY APPLICATIONS.

31. An application to the Tribunal for an order under Rules 20 and 36 or upon any other matter of procedure within its jurisdiction, shall be made in writing.

32. Notice of the application shall be given by the Secretaries of the Tribunal to the Agent of the other party, and the day upon which the application will be heard, shall be notified to the Agents of both parties, and one Counsel shall be heard by the Tribunal thereon on either side.

33. Orders of the Tribunal, if any, made in such applications shall be entered in the Minute Book and copies thereof shall be communicated to the Agents.

CHAPTER VI.

THE HEARING.

34. The Order in which claims shall come on for hearing before the Tribunal shall be arranged between the Agents.

35. At the hearing of a claim, Counsel shall be heard on either side. Counsel for the claimant Government shall open the case and shall have the right to reply.

36. There shall be no oral evidence at the hearing of a claim, except by agreement between the Agents, or by order of the Tribunal. If oral evidence be given at the hearing on behalf of one party, Counsel for the other party shall have a right to cross examine the witness.

37. Where, under the terms of submission, or by agreement between the Agents, any question is to be dealt with at the hearing, and decided as a preliminary question, the arguments of Counsel at the hearing shall be addressed to that question; but they shall be entitled to enter the facts of the case, as far as they may deem necessary.

38. If the decision of the Tribunal upon such preliminary question do not dispose of the claim, a second hearing shall take place for its further argument.

CHAPTER VII.

THE AWARD.

39. The award of the Tribunal in respect of each claim shall be delivered at a public session of the Tribunal as soon after the hearing of such claim has been concluded as may be possible.

40. The award shall set out fully the grounds on which it is based and shall be signed by the members of the Tribunal concurring therein.

41. Any member of the Tribunal who dissents from the award shall make and sign a dissenting report setting out the grounds upon which he dissents and the award which in his opinion should have been made.

42. Two signed copies of the award and of a dissenting report, if any, shall be filed in the office of the Tribunal, and twenty printed copies shall be given to each of the agents.

CHAPTER VIII.

SESSIONS OF THE TRIBUNAL.

43. The sessions of the Tribunal for the purpose of hearing the arguments of Counsel, or for the delivery of awards shall be open to the public.

New York, (Sgd.) C. J. B. HURST,
1912, *British Agent.*

New York, 1912.

Honourable SEVERO MALLET-PREVOST,

Agent on behalf of the United States in the Arbitration of Pecuniary Claims under the Agreement of August 18, 1910, between the United States and Great Britain.

SIR,—With reference to Rule 23 of the Rules of Procedure of the Pecuniary Claims Arbitration, I think that, as copies of pleadings may be ready for filing before the Office of the Tribunal is organized, it is desirable that we should agree that copies of such pleadings intended for the British Agent should be delivered at the British Embassy at Washington, and copies intended for the Agent of the United States should be delivered at the State Department at Washington. Upon the organization of the Office of the Tribunal these pleadings will be entered in the Register as filed on the date of their delivery.

I would also propose to you that Saturday, April 12, 1913, would be a convenient date for the first meeting of the Tribunal in order that it may proceed with the hearing of the first claim on Monday, April 14.

I have the honour to be, Sir,
Your most obedient servant,
(Sgd.) C. J. B. HURST,
British Agent.



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