

ROSA H. KOHN (UNITED STATES) *v.* HUNGARY

*(May 25, 1928. Page 76.)*

The Commissioner holds:

*First*, with respect to that part of the claim embraced in paragraph (1) of the Agreed Statement, the claimant paid to an American firm, Zimmermann & Forshay, \$187.50 and received in lieu thereof on August 2, 1916, interim certificate No. 4051 signed by Zimmermann & Forshay obligating them to

deliver to claimant 5% Hungarian Treasury notes due in 1918 in the principal amount of marks 1,000. From the record it appears that Zimmermann & Forshay did not comply with their obligation to claimant but on July 27, 1920, delivered to the claimant a Hungarian Treasury note for marks 1,000 dated August 29, 1918, which matured on April 1, 1921. The claim is based on this treasury note. While the transaction as between the claimant and Zimmermann & Forshay was a pre-war transaction, the acquisition by claimant of the Hungarian Treasury note from Hungary through Zimmerman & Forshay was not a pre-war transaction. On this count of the claim Hungary is not liable.

*Second*, with respect to that part of the claim dealt with in paragraph (2) of the Agreed Statement Hungary is liable and an interlocutory judgment B (1) will be entered against Hungary in the usual form for Kronen 30.

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