

ALEXANDER SPRUNT & SON (UNITED STATES) *v.* GERMANY

(March 7, 1929, p. 927.)

The title to the cotton held in Germany and involved in this claim was, under the German law which controlled the transaction, in the Deutsche Nationalbank as agent for the Anglo-Austrian Bank, London Branch. When the cotton was sold its cash proceeds were held by the Deutsche Nationalbank as agent for the Anglo-Austrian Bank, London Branch. The exceptional war measures complained of by claimants prevented the Deutsche Nationalbank from accounting to and making payment to its principal, the London Branch of the Anglo-Austrian Bank. These war measures were not directed against American nationals nor did they operate directly upon the property of, or the debts owing by German nationals to, American nationals. The losses complained of by claimants resulted not from any exceptional war measures operating directly upon their property, rights, or interests within the meaning of the Treaty, but only indirectly and remotely through their contractual relations with the London Branch of the Anglo-Austrian Bank. There never was a time during the war when the claimants were entitled to demand and receive the cotton in question or the proceeds thereof nor when the Deutsche Nationalbank was indebted to the claimants for the amount of such proceeds.

The loss sustained by claimants is not one falling within the terms of the Treaty of Berlin for which Germany is financially obligated.
The claim is dismissed.

Done at Washington March 7, 1929.

Edwin B. PARKER

Umpire

Chandler P. ANDERSON

American Commissioner

W. KIESSELBACH

German Commissioner
