

FREDERICK ADAMS AND CHARLES THOMAS BLACKMORE
(GREAT BRITAIN) *v.* UNITED MEXICAN STATES

(Decision No. 69, July 3, 1931. Pages 199-201.)

1. This is a claim for losses and damages suffered by Messrs. J. F. Brooks and Co., who formerly carried on business at Jalapa in the State of Veracruz as coffee growers and agriculturists.

The Memorial relates that Messrs. J. F. Brooks and Co. was a partnership of two British subjects, the late Mr. John Francis Brooks and Mr. Charles Thomas Blackmore.

Mr. J. F. Brooks died in September 1927, leaving a will in which he appointed Mr. Frederick Adams, a British subject, executor and sole heir.

In September 1912, owing to the general insecurity of the neighbourhood of Jalapa, in the State of Veracruz, Mr. Brooks was obliged to leave his ranch in the charge of an administrator. During the period from November 1916 to September 1918, local townspeople entered the property for the purpose of cutting down trees, saying that they had permission from the local authorities to cut all the wood they required. After several protests, the Governor of the State, on the 16th February, 1917, ordered investigations into this matter, but as no action was taken by the local authorities, Mr. Blackmore again protested to the Governor, and on the 25th May, 1917, the damage ceased. Shortly afterwards, however, the cutting of wood recommenced on this property. From January 1917 to September 1918, Government cavalry quartered their horses on the ranch. So much fodder was consumed by these animals that the company was obliged to purchase food for their own cattle. The soldiers in charge of these horses caused considerable damage, and in spite of frequent complaints, no satisfaction or redress was obtained. On the 21st February, 1915, armed rebels attacked the house on the ranch and compelled Mr. Honey, the administrator, to hand over all the money in his possession and to leave

the ranch. Since the beginning of September 1918, no one was allowed to live in the ranch, which was possessed by the rebels.

The ranch, with all the property contained therein, has been completely destroyed. The cutting of oak and shelter trees has destroyed the whole coffee plantations. The orange, lemons and other crops for the years 1917 to 1919 inclusive, and two coffee crops for 1918-19 and 1919-20 have been stolen.

The amount of the claim is \$71,400.00 pesos Mexican gold.

This claim, which at the time of the losses belonged solely and absolutely to Mr. J. F. Brooks and Mr. Charles T. Blackmore, now belongs solely and absolutely to the estate of the late Mr. J. F. Brooks and Mr. Charles T. Blackmore. All possible efforts were made to obtain from the civil or military authorities the necessary protection, but without success. The claim has not been presented to the Mexican Government, and no compensation has been received from the Mexican Government or from any other sources.

The British Government claim, on behalf of Mr. Frederick Adams and Mr. Charles T. Blackmore, the sum of \$71,400.00 pesos Mexican gold.

2. The Mexican Agent has lodged a demurrer, based on the following grounds:

The nationality of the partner, Blackmore, was uncertain; he was born in Mexico and there was no evidence that he had, when he came of age, chosen British nationality. He had, therefore, according to the Mexican law, to be considered as a Mexican citizen. If at the same time, the British law regarded him as a British subject, the conclusion must be that he possessed dual nationality, and was not entitled to claim before this Commission.

As regards the claim of Mr. Brooks, who named Mr. Adams as his sole heir, no allotment has been presented of the proportional part of the losses and damages of the partnership, to the partner Brooks.

3. The British Agent agreed as to the dual nationality of Mr. Blackmore, and on that ground abandoned this part of the claim. But he maintained the claim of Mr. Adams. In his submission the partnership, according to the deed by which it was founded, had been dissolved by Mr. Brooks' death, and the Agent could not see that, in a case like this, an allotment was required.

4. The Commission cannot concur in the view that the claim cannot be taken into consideration, because no allotment of the proportional part of the losses of the partnership has been presented. They can find for the provision requiring such allotment no other ground than a justifiable desire that Mexico should not, after once having been obligated to pay compensation to British subjects, whose interest in a non-British Company, Partnership or Association exceeded fifty per cent, be again confronted by an integral claim on the part of the Company, Partnership or Association itself. In order to safeguard the respondent Government against this eventuality, the Convention stipulates that the joint interest be reduced, by means of an allotment, by the proportional part of the losses, for which British partners or shareholders claim. But in the present claim, the firm, according to article 14 of the Deed of Partnership, has been dissolved through the death of one of the partners. The partnership no longer exists and it is therefore impossible to obtain the allotment. By those same facts the eventual possibility of a claim by the partnership of the amounts already awarded to a partner, is excluded. The reason for producing an allotment has therefore disappeared.

5. The demurrer is disallowed.
