

ARBITRATION OF ANTONIO PELLETIER AND A. H. LAZARE CLAIMS

Protocol signed at Washington May 28, 1884

Entered into force May 28, 1884

*Modified by additional protocol of March 20, 1885*¹

*Terminated May 12, 1887*²

23 Stat. 785; Treaty Series 165

PROTOCOL OF AN AGREEMENT FOR THE SUBMISSION TO AN ARBITRATOR OF THE CLAIMS KNOWN AS THE PELLETIER AND LAZARE CLAIMS AGAINST HAYTI

Whereas, the Government of the United States of America has presented to the Government of Hayti, the claims of Antonio Pelletier and A. H. Lazare for indemnity for acts against person and property alleged to have been done by Haytien authorities; and

Whereas, the Government of Hayti has persistently denied its liability in the premises; and

Whereas, the Honorable William Strong, formerly one of the Justices of the Supreme Court of the United States of America, inspires both the contracting parties with full confidence in his learning, ability and impartiality: therefore

The undersigned Frederick T. Frelinghuysen, Secretary of State of the United States, and Stephen Preston, Envoy Extraordinary and Minister Plenipotentiary of the Republic of Hayti, duly empowered thereto by their respective Governments, have agreed upon the stipulations contained in the following articles.

ARTICLE I

The said claims of Antonio Pelletier and A. H. Lazare against the Republic of Hayti shall be referred to the said Honorable William Strong, as sole Arbitrator thereof, in conformity with the conditions hereinafter laid down.

ARTICLE II

The following facts as to these two claims are admitted by the Government of Hayti.

¹ TS 166, *post*, p. 642.

² Date of final disposition of claims; see Moore, *International Arbitrations*, vol. II, p. 1749.

AS TO ANTONIO PELLETIER:

That Pelletier was master of the bark "William", which vessel entered Fort Liberté about the date claimed (31st of March 1861); that the master and crew were arrested and tried on a charge of piracy and attempt at slave trading; that Pelletier, the master, was sentenced to be shot and the mate and other members of the crew to various terms of imprisonment; that the Supreme Court of Hayti reversed the judgment as to Pelletier, and sent the case to the Court at Cape Haytien, where he was retried, and sentenced to five years' imprisonment; and that the vessel, with her tackle, was sold, and the proceeds divided between the Haytien Government and the party who, claiming to have suffered by her acts, proceeded against the vessel in a Haytian tribunal.

AS TO A. H. LAZARE:

That Lazare entered into a written contract with the Haytian Government, September 23, 1874, for the establishment of a National Bank at Port-au-Prince, with branches,—the capital being fixed first at \$3,000,000, and afterwards reduced to \$1,500,000 of which capital the Government was to furnish one-third part and Lazare two-thirds; that the Bank was to be opened in one year from the date of the contract, and an extension of forty-five days on this time was granted on Lazare's request; and that on the day when the Bank was to be opened the Haytian Government, alleging that Lazare had not fulfilled his part of the engagement, declared, in accordance with the stipulations of Article 24 of the agreement, the contract null and void, and forfeited on his, Lazare's, part.

ARTICLE III

The said Arbitrator shall receive and examine all papers and evidence relating to said claims, which may be presented to him on behalf of either Government.

If, in presence of such papers and evidence so laid before him, the said Arbitrator shall request further evidence, whether documentary, or by testimony given under oath before him or before any person duly commissioned to that end, the two Governments, or either of them, engage to procure and furnish such further evidence by all means within their power, and all pertinent papers on file with either Government shall be accessible to the said Arbitrator.

Both Governments may be represented before said Arbitrator by Counsel, who may submit briefs, and may also be heard orally if so desired by the Arbitrator.

ARTICLE IV

Before entering upon the discharge of his duties, the said Arbitrator shall subscribe to the following declaration:

“I do solemnly declare that I will decide impartially the claims of Antonio Pelletier and A. H. Lazare preferred on behalf of the Government of the United States against the Government of the Republic of Hayti; and that all the questions laid before me by either Government in reference to said claims shall be decided by me according to the rules of International Law existing at the time of the transactions complained of.”

ARTICLE V

The said Arbitrator shall render his decision, separately, in each of the aforesaid cases, within one year from the date of this agreement.³

ARTICLE VI

The High Contracting parties will pay equally the expenses of the Arbitration hereby provided; and they agree to accept the decision of said Arbitrator in each of said cases, as final and binding, and to give to such decision full effect and force, in good faith, and without unnecessary delay or any reservation or evasion whatsoever.

In witness whereof, the undersigned have hereunto set their hands and seals this twenty-eighth day of May, 1884.

FREDK. T. FRELINGHUYSEN [SEAL]
STEPHEN PRESTON [SEAL]

³ For an extension of the term for delivery of the decision, see additional protocol of Mar. 20, 1885 (TS 166), *post*, p. 642.