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Case No. 340

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** AWARD

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** CONCURRING OPINION of _____

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DUPLICATE
ORIGINAL

نسخہ برابر اصل

CAL-MAINE FOODS INC.,

Claimant,

and

THE GOVERNMENT OF THE ISLAMIC
REPUBLIC OF IRAN and SHERKAT
SEAMOURGH COMPANY, INCORPORATED,

Respondents.

CASE NO. 340

CHAMBER THREE

AWARD NO. 133-340-3

IRAN UNITED STATES CLAIMS TRIBUNAL		دادگاه داوری ایران - ایالات متحدہ	
ثبت شد - FILED			
Date	۱۳۶۳ / ۲ / ۲۱		تاریخ
11 JUN 1984			
No.	340		شماره

AWARD

Appearances:

For the Claimant:

Mr. Fred Adams Jr.,
Chairman, Cal-Maine Foods Inc.
Representative
Mr. Mitchell Rogovin,
Mr. Saul Goodman,
Attorneys

For the Respondents:

Mr. Mohammad K. Eshragh,
Agent of the Islamic Republic
of Iran
Mr. K. Tabasi,
Legal Adviser to the Agent
Mr. Ali Khosrowjerdi,
Mr. Mohamad HajAliKhani,
Members of the Board of
Seamourgh Co.
Mr. Behrouz Amirmoini,
Legal Adviser to Seamourgh Co.

Also present:

Mr. John Crook,
Agent of the United States of
America

I. The Proceedings

Claimant, CAL-MAINE FOODS, INC. ("Cal-Maine" or "Claimant") filed its Statement of Claim against the ISLAMIC REPUBLIC OF IRAN and SEAMOURGH COMPANY, INCORPORATED ("Seamourgh") on 18 January 1982. The claim concerns an investment in, and services and equipment provided to an Iranian company called Sea-Cal Corporation ("Sea-Cal").

On 6 July 1982, the Government of Iran and Seamourgh each filed Statements of Defence.

As the result of a Pre-Hearing Conference held on 7 February 1983, the Tribunal issued an Order on 4 March 1983 setting forth a schedule for the submission of evidence and memorials and fixing 31 October 1983 as the date for a Hearing on all issues. The Hearing date was later postponed until 23 November 1983.

On 15 April 1983, Cal-Maine filed its Submission of Documentary Evidence. On 16 May 1983, Respondents did likewise.

On 14 July 1983, Cal-Maine submitted its Memorial on the merits and a submission containing additional documentary evidence, a list of witnesses, and a list of exhibits.

On 19 October 1983, Seamourgh filed its Counter Memorial and additional documentary evidence. On 18 November 1983 Cal-Maine filed a reply and Supplemental Submission of Additional Documentary Evidence.

The Hearing was held on 23 November 1983.

By permission of the Tribunal, Seamourgh, on 29 March 1984, filed a Post-Hearing Memorial in rebuttal to Claimant's Supplementary Submission of 18 November 1983.

Following the Hearing, the member of the Tribunal appointed by the United States of America resigned. Pursuant to the Tribunal Rules the resigned member participated in this award.

II. Factual Background

Claimant is a company which has primarily been engaged in integrated egg production and related activities. It was incorporated in 1969 in the State of Delaware, and its head offices are located in the United States. In 1976 Claimant formed a foreign subsidiary called Cal-Maine International, Ltd. ("CMI"), a corporation organized under the laws of Bermuda.

On 14 April 1976 CMI and Seamourgh signed a document entitled "Letter of Intent" which provided for the formation of "an Iranian Private Stock Company to be registered in the name of Sea-Cal, or other acceptable name, for the purpose of constructing and operating a fully integrated broiler and chicken egg production and processing facility in which company Cal-Maine and Seamourgh shall be the primary shareholders,..." The Letter of Intent further provided that CMI was to subscribe to 28 % of the total capital stock subscription of 125,000,000 rials or about U.S. \$1,785,000.00. CMI was required to remain as a shareholder in Sea-Cal for a period of two years "from the date Sea-Cal acquired ownership for the land to be used for the poultry complex". At the end of this period, CMI was to have the option either to continue as a shareholder or to sell all of its shares in

Sea-Cal to Seamourgh, which, according to the terms of the Letter of Intent, was to purchase these shares at a price equal to not less than the total capital paid in by CMI plus 20 % interest.

On 22 August 1976 the Articles of Association of Sea-Cal (Private Joint-Stock Company), the company envisaged in the Letter of Intent, were registered with the Registration Office of Companies & Industrial Property. The object of Sea-Cal was specified as "[a]ll types of agricultural activities", including chicken farming, chicken breeding and production of hens. The capital of the company was 125,000,000 rials, divided into 12500 registered shares of 10,000 rials each. CMI's initial investment in Sea-Cal, U.S. \$175,126, was imported under the Law Concerning the Attraction and Protection of Foreign Investments in Iran, and registered on 13 March 1977. CMI's total investment in Sea-Cal amounted to some U.S.\$500,000, which was 28 % of the stock, or 3500 shares. Seamourgh's corresponding share was 72 %

In 1977 Seamourgh acquired land which it leased to Sea-Cal to be used as a poultry complex. Sea-Cal then proceeded to commence and develop its operations. Seamourgh at all times had the main control over these operations through its control of the Board of Directors of Sea-Cal; CMI had one representative on the Board. In addition, Cal-Maine participated in the daily activities of Sea-Cal through "certain technical employees" who, by virtue of an agreement between Sea-Cal and Cal-Maine, were made available to Sea-Cal, subject to reimbursement of salary and related costs. Cal-Maine also supplied parts and services to Sea-Cal.

In 1979, Cal-Maine employees who had been assigned to Sea-Cal began departing from Iran. In July 1980 Paragraph C of Article 1 of the Law for the Protection and the Development of the Industries of Iran ("the Protection Law") was applied to Seamourgh.¹⁾ Since then Cal-Maine or CMI have not participated in the activities of Sea-Cal. The events and issues surrounding the subsequent position of Cal-Maine in Sea-Cal are set forth below.

III. Contentions of the Parties

Cal-Maine contends that it is a United States corporation, a majority of whose shares are owned by Fred Adams, Jr., a United States citizen. Cal-Maine alleges that it is the sole owner of its foreign subsidiary, CMI, a Bermuda Corporation. Cal-Maine asserts that Seamourgh is an entity controlled by the Government of Iran and that Moghava Sazi Shargh Co. ("Shargh") - the role of which is to be discussed later - is a wholly owned subsidiary of Seamourgh. Cal-Maine therefore contends that the Tribunal has jurisdiction over the claim presented.

Claimant contends that due to the actions of the Respondents it has lost the value of its investment in the Iranian poultry industry. The basis for this investment was the joint venture created by the Letter of Intent, a document which, according to Claimant, contained binding contractual obligations between Seamourgh and CMI.

1) Paragraph C reads as follows:
"The factories and organizations which have contracted important loans from the banks, for founding or expanding, in case the totality of their debt is higher than their net assets, they will belong to the Government and the rest of their debt, as a credit of the Government and the people, shall be receivable, in any appropriate way. In case the net worth of these organizations are higher than the claims of the banks and the people, the Government, in its capacity as owner of the banks, and in proportion to its and the people's claim in the ownership of 'that organization', will become share holder."

In the Statement of Claim, recovery was sought under the following three alternative theories. First, Claimant had been deprived of its interest in Sea-Cal by the Government of Iran and therefore Claimant was entitled to compensation in accordance with The Law for the Attraction and Protection of Foreign Investments in Iran, under the protection of which law Claimant's investment was made (this claim was abandoned by Claimant at the Hearing). Second, CMI's interest in Sea-Cal had been expropriated through an alleged expropriation of Seamourgh - which company controlled Sea-Cal - so as to give a right to compensation under international law. In this connection Claimant alleged that through the expropriation or nationalization of Seamourgh, which took place on or about 24 July 1980, CMI was deprived of its rights as a shareholder in Sea-Cal and prevented from participation in its affairs, and furthermore, that CMI was denied its option under the Letter of Intent to sell its shares in Sea-Cal to Seamourgh although it had attempted to exercise that right. Third, Seamourgh had a continuing contractual obligation towards CMI. The Government of Iran, acting to control Seamourgh, had an international responsibility to carry out these contractual obligations. Its actions, following the takeover of Seamourgh, had amounted to a default in these obligations, for which Claimant deserved compensation.

Cal-Maine requested damages totalling U.S. \$600,000.00, i.e. \$500,000.00 corresponding to its total investment plus interest of 20 % for a two year period.

In its memorial of 14 July 1983 and thereafter, Claimant asserted that already in July 1979, Seamourgh, acting through its wholly-owned subsidiary, Shargh, purchased CMI's shares for U.S. \$496,630.01. Seamourgh's duty to pay CMI the above purchase price is alleged to arise from its obligations under the option agreement and by virtue of the fact that the shares were actually acquired.

In its July memorial and later submissions Claimant also seeks payment of accounts receivable of U.S. \$155,054.65 - an amount to which it allegedly is entitled as a reimbursement for the services, parts and employees supplied by it to Sea-Cal, as well as an annual interest of 10 % on the total sum of U.S. \$651,694.66.

Claimant further contends that the Government of Iran has prevented the transfer of the amounts to which it is entitled. Claimant finally seeks recovery of its costs of arbitration.

Respondents contend that the Tribunal lacks jurisdiction over the claim, because Claimant has not established its U.S. nationality and because Seamourgh is not an agency, instrumentality, or entity controlled by the Government of Iran. According to Respondents, Seamourgh has not been nationalized, is not otherwise controlled by the Government of Iran, has never had its affairs interfered with by the Government of Iran, and thus can not be a Respondent in the present case. Respondents argue that Seamourgh is not responsible for the liabilities of Sea-Cal or of Shargh, a separate entity not named as a Respondent, and that the Cal-Maine claim for accounts receivable concerning the services, parts and employees supplied to Sea-Cal is based on contracts other than that set forth in the Statement of Claim - contracts with Sea-Cal who is not named as a Respondent - and that anyhow such a claim cannot be presented at this late date. Respondents also contend that Claimant's change of theory constitutes an impermissible amendment of its claim.

Seamourgh contends that the Letter of Intent relied upon by Cal-Maine is not a contract, but merely a promise for the conclusion of a future contract; that any of CMI's

rights arise only on the basis of its status as a shareholder in Sea-Cal; that the formation of Sea-Cal superseded and invalidated whatever contract existed between Seamourgh and CMI; and that whatever option rights CMI may have had, they never matured because Sea-Cal never "acquired ownership" of the land, which was a prerequisite for the commencement of the option period. Respondents further argue that Sea-Cal is a bankrupt company, so that Claimant is not entitled to any monies for its shares under the Law for the Attraction and Protection of Foreign Investment in Iran or otherwise. Respondents assert that even if the shares of Sea-Cal were purchased, it was by Shargh - a non-named party over which the Tribunal has no jurisdiction. Moreover, according to Respondents, Sea-Cal is bankrupt, dissolved or in liquidation, and thus its shares are worthless. Respondent Seamourgh contends that Claimant received compensation for its shares from a company called Phoenix Grain Inc., and that it is that company which would be the real party in interest. (Seamourgh abandoned this contention at the Hearing.) Finally, Seamourgh requests that it be awarded its costs of arbitration.

IV. Reasons for the Award

A. Jurisdiction

Claimant has submitted a certificate from the Secretary of State of Delaware showing that Cal-Maine was incorporated in Delaware on 10 September 1969; an affidavit of the Corporate Secretary of Cal-Maine stating that during all relevant periods, Mr. Fred Adams owned more than 50 % of the voting stock of Cal-Maine; and the U.S. birth certificate and U.S. passport showing the U.S. citizenship of Mr. Fred Adams. In the absence of any contrary evidence, the evidence submitted by Cal-Maine is sufficient to establish that Claimant is a United States national.

Claimant's claim is in part for the purchase price of CMI's shares in Sea-Cal. Claimant has submitted documentary evidence establishing that CMI is a corporation organized under the Laws of Bermuda and is wholly-owned by Cal-Maine. Therefore Claimant can maintain the claim indirectly through its wholly-owned foreign subsidiary. The Tribunal thus concludes that the claim is a claim of a national of the United States within the meaning of Article VII, paragraph 2, of the Claims Settlement Declaration.

Cal-Maine's claim is against Seamourgh and the Government of Iran. Under the Claims Settlement Declaration, the Tribunal can have jurisdiction over an Iranian entity such as Seamourgh only if, under Article VII, paragraph 3 of the Claims Settlement Declaration, it is an "agency, instrumentality, or entity controlled by the Government of Iran or any political subdivision thereof."

Cal-Maine concedes that Seamourgh, prior to the Iranian Revolution, was a privately owned and operated corporation. Cal-Maine argues, however, that the Iranian National Industrial Organization ("INIO"), a post-Revolution entity of the Islamic Republic of Iran, through its letter dated 24 July 1980, took control of Seamourgh under clause C of the Protection Law.

There is evidence that the Government of Iran did in fact assume control of Seamourgh following the 24 July 1980 letter. INIO, by a separate letter dated the same day, advised Seamourgh that new governmental managers would be appointed. In its letter dated 8 August 1980, INIO appointed Mr. Arabzadeh Jamali as a member of the Board of Directors of Seamourgh, citing as its authority Iranian Legal Bill No. 6738.

In Article 2 of this enactment it is provided that through the appointment of "the manager or the board of directors and promulgating the same to the related unit, the previous managers and directors' authorities for the management of the same unit will be cancelled"; and that, unless the appointments are nullified, the shareholders have no right to select "any other managers to replace them." According to Article 3, such Government-appointed officials have the right "to administer all the normal and current affairs of the company".

In August 1980, two additional new members were appointed to Seamourgh's Board of Directors. Mr. Arabzadeh Jamali became Chairman of the Board of Directors, and one of the new appointees, Mr. Tabatabaie Yazdi, was made Managing Director of Seamourgh. None of these new members of Seamourgh's Board of Directors appears as a shareholder on lists supplied to this Tribunal by Seamourgh. The minutes also show that the new members were appointed pursuant to Government orders. Moreover, the minutes state that the new Board of Directors declared that "all deeds and documents and commitments of the Company shall be signed by the Managing Director and a Member of the Board of Directors."

That Iran assumed control of Seamourgh is confirmed by the fact that the 19 August 1981 minutes were printed on stationary bearing the emblem of the Government of Iran. See Economy Forms Corporation v. The Islamic Republic of Iran et al., Award No. 55-165-1 (14 June 1983).

Thus Government appointed officials had taken over the control of the company. In support of their assertion that Seamourgh is a private company, Respondents emphasize that the company has not been and is not owned by the Government. However, as has been held by this Chamber in previous cases, lack of formal changes in the status of a company is

immaterial once it is established that the Government of Iran exercises actual control over the management of the company as has occurred in this case. Raygo Wagner Equipment Company v. Star Line Iran Company, Award No. 20-17-3 (15 December 1982); Rexnord Inc. v. The Islamic Republic of Iran, Tchacosh Company and Iran Siporex Industrial and Manufacturing Works Limited, Award No. 21-132-3 (10 January 1983). The Tribunal therefore concludes that Seamourgh is an entity controlled by the Government of Iran and within the jurisdiction of the Tribunal.

B. Merits

1. The Claim for Accounts Receivable

Although Claimant noted in its 18 January 1982 Statement of Claim that its participation in the running of Sea-Cal included "among other activities, sending its employees to Iran to help in the running of Sea-Cal", Cal-Maine made then no specific claim on the basis of such activities. In its initial Statement of Claim, Cal-Maine sought relief only for its investment in Sea-Cal, interest thereon for two years, and costs of arbitration. A claim for accounts receivable was not raised at the 7 February 1983 Pre-Hearing Conference and was not in any of Cal-Maine's pleadings until its Memorial of 14 July 1983. It did not seek a formal amendment of its claim. Even assuming that the claim for accounts receivable could be deemed a request for amendment, in this case, the delay in asserting such a claim and the likely prejudice to Respondents of such a delay would preclude the acceptance of such an amendment under Article 20 of the Tribunal Rules. In view of this fact and the fact that no such amendment was proposed, the Tribunal does not consider Cal Maine's claim for accounts receivable.

2. The Claim for Investment Interest in Sea-Cal

Cal-Maine's claim for its investment interest in Sea-Cal was asserted in the Statement of Claim. Claimant, however, later altered its theory for recovery of its investment interest. Claimant's Memorial in which the new legal theory was presented was filed three months prior to the hearing. Seamourgh did not object in its October 1983 Memorial to the argument put forward by Cal-Maine in July. Seamourgh had four months in which to prepare its defence for the Hearing. Accordingly, the Tribunal does not believe that Respondents have been prejudiced by any change of theory so as to make such a change inappropriate. Moreover, Respondents were given the opportunity to and did in fact file post-hearing memorials.

CMI and Seamourgh entered into a joint venture agreement in 1976 to undertake the formation and operation of Sea-Cal. Although the document is entitled "Letter of Intent", its provisions contain such specified undertakings as to reveal that it was intended to be a contract rather than merely an agreement to enter into a future contract. This agreement creates the following duties and rights: the duty of Cal-Maine to subscribe to 28 % of the capital stock of Sea-Cal and to maintain that investment level for a period of two years; the duty of Sea-Cal not to increase its capital for that same two year period; the right of Cal-Maine after the two year period to remain a shareholder or sell all its shares to Seamourgh for a price which "in any event ... shall not be less than the total of Cal-Maine's paid in capital plus 20 % interest." The parties then relied and acted upon this contract.

The two year period under the terms of the contract was to begin on "the date Sea-Cal acquires ownership of the land to be used". In fact Seamourgh, not Sea-Cal, acquired the

land and Seamourgh thereupon leased the land to Sea-Cal. There is no evidence as to the date of Seamourgh's acquisition of the land. Claimant's statement that this took place in early 1977 has, however, not been contradicted. An agreement between Seamourgh and Sea-Cal, submitted by Claimant, indicates that the term of the lease to Sea-Cal would start from 21 June 1978. According to Claimant this lease arrangement was chosen for various business reasons - notably for the reason that the lending bank required 100 % Iranian ownership of the land. Cal-Maine further argues that it was the common intention of the parties that the option period would run from the date on which Sea-Cal would acquire the land for its use, regardless of whether or not it also acquired full legal title. Therefore, when, according to Claimant, in early 1979 Cal-Maine notified Seamourgh that it wished to exercise its sell-back option, the latter became bound to purchase the shares.

For reasons to be explained below the Tribunal does not find it necessary to decide whether the obligation of Seamourgh created by the Joint Venture Agreement to buy the Sea-Cal shares owned by CMI had matured, as contended by Claimant.

Claimant contends that Seamourgh, regardless of whether or not it was bound to buy the shares, in fact bought them, acting through Shargh, in July of 1979 for U.S. \$496,630.01. That this purchase actually took place is confirmed by documentary evidence before this Tribunal. The minutes of the Sea-Cal Extraordinary General Assembly Meeting on 16 August 1979 note the "purchase of the corporation's shares belonging to the Cal-Maine International Corporation by the Maghava Sazi Shargh Industrial Co.", and a stockholder list appended to the minutes shows Shargh holding 3500 shares, and CMI holding no shares. In addition, the Government of Iran's Office of Foreign Investment in Iran, writing to

Seamourgh in a letter dated 8 September 1981, noted that "Cal-Maine company sold all its shares to Sherkat Moshawa Sazi Shargh in 1979".

Seamourgh contends, however, that Shargh, although a wholly-owned subsidiary of Seamourgh, is a separate corporate entity and was not an agent of Seamourgh and that therefore Seamourgh can not be responsible for the debts of Shargh. According to Claimant, Seamourgh initially used Shargh as its agent, but later the agreement to purchase the shares was assigned to Seamourgh and Seamourgh assumed the debt to CMI.

The evidence is not clear so as to trace the shares in question. The following facts suggest, however, that Seamourgh had responsibility for payment for the shares of stock. First, it was Seamourgh which was responsible under the option agreement. Second, it seems unlikely that CMI would substitute a wholly-owned subsidiary for the parent, Seamourgh, as the obligor. Third, there was a memorandum of 1 December 1979 reflecting a credit to CMI of 35,000,000 rials for the purchase price of the shares. That document also shows that it was Seamourgh, not Shargh, which sought the permission of the Government of Iran to transfer the purchase price. Also documents show that in December, the shares in Sea-Cal were voted by Seamourgh, as well as by stockholders of Seamourgh, who had purchased the shares. Moreover, on 24 October 1979 CMI had sent a letter to Seamourgh in which it was stated that "[w]e hereby confirm having sold to you all the outstanding shares of Cal-Maine International, Inc. ..."

Thus it appears that Seamourgh purchased the stock through Shargh. Since Seamourgh must be deemed to have assumed Shargh's purchase price obligation to CMI of

35,000,000 rials, Seamourgh's contentions that Sea-Cal is a bankrupt entity are not relevant. Although, under the option agreement, Cal-Maine would be entitled to \$600,000, by alleging an agreed upon purchase of the stock for \$496,630.01, Cal-Maine, in effect, has suggested that it sold the shares for less than that to what it might have been entitled. Also, whether or not the Law for the Attraction and Protection of Foreign Investments in Iran is applicable, it cannot be argued that contractual obligations are enforceable only under that Act. That Act simply provides certain additional Governmental guarantees. Moreover, it has not been proven that Cal-Maine would have received such a compensation for the shares from other sources which would release Seamourgh from its obligation to pay.

Having agreed to sell the stock for a certain price, Cal-Maine cannot now obtain more on a theory based on the option agreement. The Tribunal therefore concludes that Cal-Maine is entitled to a purchase price of U.S. \$496,630.01 for CMI's shares in Sea-Cal.

Claimant has not shown sufficient cause why the Government of Iran should be held responsible for Seamourgh's payment obligation.

V. Interest

Cal-Maine in its Statement of Claim stated that it sought "damages in the amount of \$600,000.00 (\$500,000.00 plus 20 % interest)". In the light of Claimant's subsequent submissions this has to be understood as a claim for 10 % annual interest for a period of two years which Cal-Maine was entitled to receive on its investment according to the terms of the Letter of Intent. In its July 1983 memorial Claimant alternatively sought interest from the date of each

of its capital contributions until full payment on the basis of general principles concerning contract breaches. The Tribunal does not consider this amendment of the claim inappropriate in the light of Article 20 of the Tribunal Rules.

If payment of interest as damage for delay in payment of a debt is not made a contractual obligation, the issue of interest is to be determined by the Tribunal.

As mentioned above Claimant initially sought interest for the period of two years under the option agreement contained in the Letter of Intent. When in July 1983 it sought interest on an alternative ground, Claimant relied, inter alia, on a letter dated 14 November 1978 from CMI to Seamourgh purporting to summarize the result of negotiations in Tehran between Mr. Frank Adams and representatives of Seamourgh regarding the future relations between the two companies. According to this letter the parties had agreed to certain amendments of their previous arrangements, including an extension of the option period and a change of the conditions for payment of interest. The letter however, does not show that it was accepted and confirmed by Seamourgh. Nor are these alleged amendments sufficiently proven by other evidence submitted to the Tribunal. There is further no evidence regarding the conditions or terms under which CMI's shares in Sea-Cal were sold to Seamourgh through Shargh, apart from the purchase price agreed upon.

On the evidence before it, the Tribunal concludes that Seamourgh is under no contractual obligation to pay interest or other damages on account of its non-payment of the purchase price of the shares.

Moreover, the Tribunal notes in this connection that when, as late as in July and September 1981, Phoenix Grain Inc. on behalf of Cal-Maine in two telexes to Seamourgh requested payment of Cal-Maine's claims for stocks and receivables, no reference was made to any interest due.

Claimant seems to be aware of these facts. It therefore bases its alternative claim for interest, the claim here at issue, on general principles concerning contract breaches.

The Tribunal has normally awarded interest, applying such principles, as a remedy when a breach of contract has been established. In view of the special circumstances in this case, however, the Tribunal declines to award interest.

VI. Costs

In the circumstances of the case the Tribunal determines that each party shall bear its costs of arbitration.

VII. Award

THE TRIBUNAL HEREBY AWARDS AS FOLLOWS:

The Claim is dismissed in so far as it is directed against Respondent THE GOVERNMENT OF THE ISLAMIC REPUBLIC OF IRAN.

The Claim for accounts receivable of U.S. \$155,064.65 is dismissed.

The Claim for interest is dismissed.

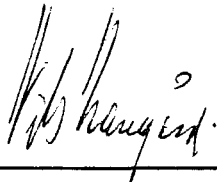
Respondent SEAMOURGH COMPANY, INC. is obligated to pay and shall pay to Claimant CAL-MAINE FOODS, INC. the amount of Four Hundred and Ninety Six Thousand Six Hundred and Thirty United States Dollars and One Cent (U.S. \$496,630.01).

Such payment shall be made out of the Security Account established pursuant to Paragraph 7 of the Declaration of the Government of the Democratic and Popular Republic of Algeria dated 19 January 1981.

Each party shall bear its costs of arbitration.

The Award is hereby submitted to the President of the Tribunal for notification to the Escrow Agent.

Dated, The Hague
31 May 1984



Nils Mangård
Chairman
Chamber Three

In the Name of God



Richard M. Mosk
Concurring opinion



Parviz Ansari Moin
Concurring in part,
dissenting in part