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ES CLAIMS TRIBUNAL

دیوان دادرى دعادى ایران - ایالات متحده

ORIGINAL DOCUMENTS IN SAFE

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Case No. 173

Date of filing: _____

** AWARD - Type of Award _____
- Date of Award _____
_____ pages in English _____ pages in Farsi

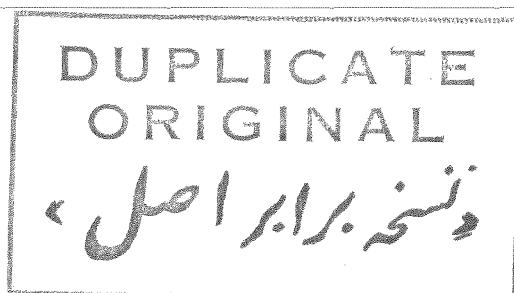
** DECISION - Date of Decision _____
_____ pages in English _____ pages in Farsi

** CONCURRING OPINION of _____
- Date _____
_____ pages in English _____ pages in Farsi

** SEPARATE OPINION of _____
- Date _____
_____ pages in English _____ pages in Farsi

** DISSENTING OPINION of _____
- Date _____
_____ pages in English _____ pages in Farsi

** OTHER; Nature of document: Correction To the English
Version of Dis & Co. of Mr Brower
- Date 8 Aug 88
2 pages in English _____ pages in Farsi



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CASE NO. 173
CHAMBER THREE
AWARD NO. 378-173-3

HOUSTON CONTRACTING COMPANY,
Claimant,

and

NATIONAL IRANIAN OIL COMPANY,
NATIONAL IRANIAN GAS COMPANY, and
THE ISLAMIC REPUBLIC OF IRAN,
Respondents.

IRAN UNITED STATES CLAIMS TRIBUNAL	دادگاه داری دعاوی ایران - ایالات متحده
ثبت شد - FILED	
Date	8 AUG 1988
۱۳۶۷ / ۵ / ۱۴	

CORRECTION TO THE ENGLISH VERSION OF THE
CONCURRING AND DISSENTING OPINION OF JUDGE BROWER

The following correction is hereby made to the English version of my Concurring and Dissenting Opinion in this Case filed on 22 July 1988.

1. After paragraph 59, the following is inserted:

"V. COSTS

"60. The Tribunal fails to specify with clarity in its award of costs whether the Claimant is to be recompensed for expenses incurred as a direct result of the two-day postponement of the Hearing. Although an element of U.S.\$6,800, the amount claimed by the Claimant as a result of this postponement, can be read into the total of U.S.\$46,800 awarded as costs, the Award does not make


explicit what is implicit from the total figure. To more adequately express the result of deliberations on this matter, I feel the need to address the issue here.

"61. In accordance with this Chamber's precedent in Sedco, Inc. and National Iranian Oil Company, et al., Award No. 309-129-3, para. 586 (7 July 1987), a claimant is entitled to reimbursement of extra costs which it is forced to bear because of the respondent's actions in unjustifiably delaying scheduled proceedings. Since the Hearing in the present Case was postponed at very short notice at the request of the Respondents, it is appropriate that the Claimant be compensated for costs incurred as a result of that postponement. The Tribunal therefore should have made clear its intention to award the Claimant such amounts. Following the Tribunal's approach in Sedco, I would have specified that these costs, denoted in Sedco as special costs, were here awarded.

"62. Furthermore, it is my opinion that the Claimant should have received a greater portion of its claimed costs."

2. A copy of the corrected pages are attached.

Dated, The Hague
8 August 1988


Charles N. Brower

export it. Indeed, this is established by NIGC's submissions, which at one point assert that export permits for specific items establish that such items were exported and at another point attest that its expert examined those exact items at Ahwaz at the end of 1980. None of these documents thus may be said to discredit HCC's affidavits regarding what remains in Iran under government control.

59. Given this state of the facts, I would have found an expropriation of the equipment alleged by HCC to have occurred, absent the several pieces to which I previously referred. As the value of this equipment has not been addressed by the Award, I see no reason to comment on it other than to state that the independent expert's appraisal submitted by the Claimant appears to form an adequate basis for an award.

V. COSTS

60. The Tribunal fails to specify with clarity in its award of costs whether the Claimant is to be recompensed for expenses incurred as a direct result of the two-day postponement of the Hearing. Although an element of U.S.\$6,800, the amount claimed by the Claimant as a result of this postponement, can be read into the total of U.S.\$46,800 awarded as costs, the Award does not make explicit what is implicit from the total figure. To more adequately express the result of deliberations on this matter, I feel the need to address the issue here.

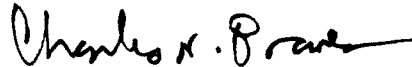
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62. Furthermore, it is my opinion that the Claimant should have received a greater portion of its claimed costs.

Dated, The Hague

22 July 1988



Charles N. Brower