

12718-102

ORIGINAL DOCUMENTS IN SAFE

Case No. 12718

Date of filing: 2/10/89

\*\* AWARD - Type of Award AAT  
- Date of Award 2 OCT 89  
5 pages in English 5 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: \_\_\_\_\_  
\_\_\_\_\_  
- Date \_\_\_\_\_  
\_\_\_\_\_ pages in English \_\_\_\_\_ pages in Farsi

DUPLICATE  
ORIGINAL  
نسخه برابر اصل

CASE NOS. 10105 and 12713-12721

CHAMBER ONE

AWARD NO. 439-10105 and 12713-12721-1

JOSEPH H. MCCABE, JR,  
JOSEPH H. MCCABE III,  
BETTY LOU MCCABE,  
WILLIAM R. MCCABE,  
DAVID MICHAEL MANDIG,  
KATHLEEN MARIE MANDIG,  
MRS. DUANE H. MANDIG,  
W. LLOYD HOLSTEIN,  
ESTATE OF MARY JANE SMYTHE WILSON,  
SAYCO CORPORATION,  
claims of less than US\$250,000 presented  
by the UNITED STATES OF AMERICA,  
Claimants,

and

THE ISLAMIC REPUBLIC OF IRAN,  
Respondent.

IRAN-UNITED STATES CLAIMS TRIBUNAL	دیوان داوری دعوی ایران - ایالات متحدہ
FILED	ثبت شد
DATE	2 OCT '89
	۱۳۶۸ / ۷ / ۱۰ تاریخ

AWARD ON AGREED TERMS

1. On 19 January 1982, the Government of the United States of America presented Claims of less than US \$250,000 on behalf of JOSEPH H. MCCABE, JR, (Case No. 10105), JOSEPH H. MCCABE III (Case No. 12713), BETTY LOU MCCABE (Case No. 12714), WILLIAM R. MCCABE (Case No. 12715), DAVID MICHAEL MANDIG (Case No. 12716), KATHLEEN MARIE MANDIG (Case No. 12717), Mrs. DUANE H. MANDIG (Case No. 12718), W. LLOYD HOLSTEIN (Case No. 12719), ESTATE OF MARY JANE SMYTHE WILSON (Case No. 12720), SAYCO CORPORATION (Case No. 12721) against THE ISLAMIC REPUBLIC OF IRAN.

2. Each of the Statements of Claim as originally filed included claims against the Islamic Republic of Iran and eighteen other Respondents. However, all claims against Aman Express Co., Atri Company, Douraghy Brothers & Co. Ltd., S.A. & S.B. Mahallati, Olatco, Parssavon Co., Ltd., Asadolah Resaeian, and Snamprogetti S.P.A. have since been withdrawn.

3. On 24 August 1989, a Joint Request for an Arbitral Award on Agreed Terms was filed with the Tribunal, signed by the Agent of the Government of the Islamic Republic of Iran and the Deputy Agent of the Government of the United States of America, ratifying a Settlement Agreement dated 15 September 1988 and requesting that it be recorded as an Arbitral Award on Agreed Terms. Copies of the Joint Request and the Settlement Agreement are attached hereto.

4. The Settlement Agreement states that it was entered into by the Shipping Lines of the Islamic Republic of Iran, Gulf Agency Co. (Iran) Ltd., Kharg Chemical Co. Ltd., and Government Trade Company of Iran (formerly Foreign Transaction Corp.) (hereafter referred to as "the Respondents"), on the one hand, and it further states that it is entered into by Joseph H. McCabe, Jr., Joseph H. McCabe III, Betty Lou McCabe, William R. McCabe, David Michael Mandig, Kathleen Marie Mandig, Mrs. Duane H. Mandig, W. Lloyd Holstein, Estate of Mary Jane Smythe Wilson, and Sayco

Corporation (collectively referred to in the Settlement Agreement as "William R. McCabe, et al."), on the other. However, the signature of Joseph H. McCabe, Jr. appears in lieu of those of David Michael Mandig, Kathleen Marie Mandig, Mrs. Duane H. Mandig and W. Lloyd Holstein in the Settlement Agreement. On 6 September 1989 a letter of a Certified Public Accountant was filed by the Agent of the Government of the Islamic Republic of Iran, in which it is stated "that on 31 December 1986, Mr. Joseph H. McCabe, Jr. acquired all of the F. W. Saybolt & Co., S. A. shares previously held by W. Lloyd Holstein, David Michael Mandig, Kathleen M. Mandig, and Duane H. Mandig." A Copy of the letter is attached to the Award.

5. The Settlement Agreement provides for certain reciprocal obligations of the Parties. It is stated in Article Two that "[i]n consideration of full and final settlement of all disputes, differences and claims existing or capable of arising in connection with the Cases William R. McCabe, et al. will be paid the sum of U.S.\$ 9,000.00 (Nine thousand United States dollars only)".

6. The Settlement Agreement includes a statement that "William R. McCabe, et al. . . . unconditionally, irrevocably and forever withdraw their claims against the Islamic Republic of Iran, Behshahr Industrial Company. Ltd., Chemical Services Iran, Constructions Metalligues [sic] de Province, National Irania Oil Co., Pars International Manufacturing Co., Ltd., and Sea Man Pak Co., Ltd."

7. The Settlement Agreement also includes a statement that "William R. McCabe, et al. for themselves, for the successors, transferees, and assigns of themselves and for E.W. Saybolt & Co., S.A., its parent companies (should there be any), subsidiaries, affiliates, directors, officers, employees and agents by this Agreement release and forever discharge Iran, Respondents in the Cases, their parent companies (should there be any), subsidiaries, affiliates,

directors, officers and employees and their successors, transferees, and assigns and in general all Iranian legal entities or real persons named in the Cases from any and all liabilities that they ever had, now have and/or in future may have in connection with, and/or arising out of the contracts, transactions, and occurrences related to the subject matters of the Cases" and further that "Respondents, for themselves and for the successors, transferees and assigns of themselves by this Agreement release and forever discharge William R. McCabe et al., their successors, transferees and assigns from any and all liabilities that they ever had, now have and/or in the future may have in connection with, and arising out of the contracts, transactions, and occurrences related to the subject matters of the Cases."

8. The Tribunal accepts the Settlement Agreement in accordance with Article 34, paragraph 1, of the Tribunal Rules.

9. Pursuant to the foregoing,

THE TRIBUNAL AWARDS AS FOLLOWS:

(i) The Settlement Agreement is hereby recorded as an Award on Agreed Terms binding upon the Parties. Consequently the Respondents are obligated to pay the Claimants JOSEPH H. MCCABE, JR, JOSEPH H. MCCABE III, BETTY LOU MCCABE, WILLIAM R. MCCABE, DAVID MICHAEL MANDIG, KATHLEEN MARIE MANDIG, MRS. DUANE H. MANDIG, W. LLOYD HOLSTEIN, ESTATE OF MARY JANE SMYTHE WILSON, SAYCO CORPORATION jointly, the amount of Nine Thousand United States Dollars (U.S. \$9,000) which obligation shall be satisfied by payment 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.

This Award will be submitted to the President for notification to the Escrow Agent.

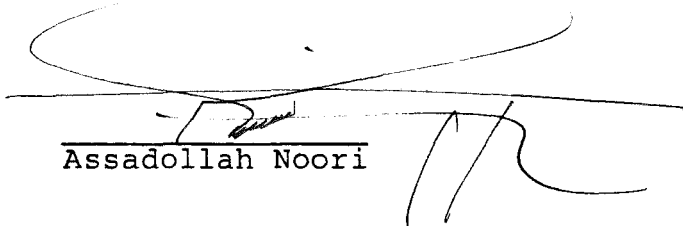
(ii) The Tribunal declares the proceedings in Cases No. 10105 and 12713-12721 terminated. The Cases are dismissed in their entirety and with prejudice.

Dated, The Hague,  
2 October 1989



Bengt Broms  
Chairman  
Chamber One

In the Name of God



Assadollah Noori



Howard M. Holtzmann

101



EMBASSY OF THE ISLAMIC REPUBLIC OF IRAN  
Agent Bureau  
The Hague

No. 25244  
Date 6.9.89  
(15.6.68)  
Encl.

IN THE NAME OF GOD

Chairman,  
Chamber 1,  
Iran-U.S. Claims Tribunal,  
Parkweg-13,  
The Hague

رئیس  
شعبه اول  
دیوان داورى دعاوى ایران - ایالات متحده  
پارک و خ ۱۳  
لاسه

Re: Cases Nos. 10105 & 12713-12721  
Sir,

موضوع: پرونده های شماره ۱۰۱۰۵ و ۱۲۷۱۳-۱۲۷۲۱

آقای محترم،

Attached hereto is a letter testimony issued by Robert G. Petoia, Certified Public Accountant, provided to us by Mr. Michael Raboin, Deputy Agent of the United States of America, explaining shares ownership status of the E.W. Saybolt & Co., S.A.

به ضمیمه یک نامه گواهی صادره توسط رابرت جی پتویا حسابدار رسمی دایر بر شرح مالکیت سهام شرکت ای. دبلیو. سی بولت اند کو. اس. ا. که بوسیله آقای مایکل رابوین معاون نماینده دولت آمریکا به ما تسلیم شده است، ارسال می شود.

Yours sincerely,

با احترام

Ali H. Nobari  
Agent of the Government of the  
Islamic Republic of Iran to the  
Iran-U.S. Claims Tribunal

علی حیرانی نوبری  
نماینده رابط دولت جمهوری اسلامی ایران در  
دیوان داورى دعاوى ایران - ایالات متحده

cc: Mr. Michael Raboin, Deputy  
Agent of the Government of the  
United States of America to the  
Iran-U.S. Claims Tribunal,  
Parkweg-13, The Hague

رونوشت: آقای مایکل رابوین  
معاون نماینده رابط دولت ایالات  
متحده آمریکا در دیوان داورى دعاوى  
ایران - ایالات متحده، پارک و خ ۱۳ - لاهه

IRAN UNITED STATES  
CLAIMS TRIBUNAL  
دادرگاه داورى دعاوى  
ایران - ایالات متحده  
ثبت شد - FILED  
Date 6 SEP 1989  
۱۳۶۸ / ۹ / ۱۵  
تاریخ

**ROBERT G. PETOIA**  
*Certified Public Accountant*  
53 WINDSOR DRIVE  
PINE BROOK, NEW JERSEY 07058

PHONE (201) 227-4450

September 23, 1988

United States Department of State  
Office of International Claims  
and Investment Disputes  
Washington, D.C. 20520

Attention: Jessica Holmes

I have been the accountant for E. W. Saybolt & Co., S. A. for the past three years.

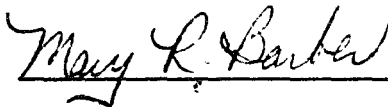
In response to your letter dated July 25, 1988 (copy enclosed for reference), please be advised that on December 31, 1986, Mr. Joseph F. McCabe, Jr. acquired all of the E. W. Saybolt & Co., S. A. shares previously held by W. Lloyd Holstein, David Michael Mandig, Kathleen M. Mandig, and Diane H. Mandig.

I hope the foregoing will satisfy your request to evidence the transfer of the shares to Mr. McCabe.

Sincerely,

  
Robert G. Petoia

Sworn and subscribed to me this  
23rd day of September 1988.

  
\_\_\_\_\_

MARY R. BARBER  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires  
April 13, 1993



IN THE NAME OF GOD

Before  
Iran-United States Claims Tribunal  
The Hague, The Netherlands

Cases Nos. 10105 and 12713-12721  
Chamber One

IRAN UNITED STATES CLAIMS TRIBUNAL	دادگاه داری و محاربه ایران - ایالات متحده
شیت شد - FILED	
Date	24 AUG 1989
	۱۳۶۸ / ۶ / ۲ تاریخ

JOINT REQUEST FOR ARBITRAL AWARD  
ON AGREED TERMS

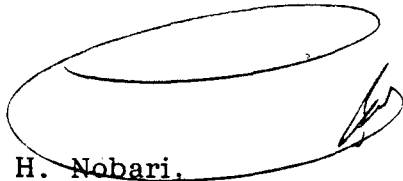
Pursuant to Article 34 of the Tribunal Rules, the Government of the United States of America, and the Government of the Islamic Republic of Iran, jointly request that the Tribunal issue an Arbitral Award on Agreed Terms that will record and give effect to the attached Settlement Agreement reached by Joseph H. McCabe, Jr., Joseph H. McCabe III, Betty Lou McCabe, William R. McCabe, David Michael Mandig, Kathleen Marie Mandig, Mrs. Duane H. Mandig, W. Lloyd Holstein, Estate of Mary Jane Smythe Wilson, and Sayco Corporation for themselves as the owners of 100% of the stock of E.W. Saybolt & Co., S.A., a Panamanian corporation, and on behalf of the said corporation, (hereinafter collectively referred to as "William R. McCabe, et al."), on one part and the Shipping Lines of the Islamic Republic of Iran, Gulf Agency Co. (Iran) Ltd., Kharg Chemical Co. Ltd. and Government Trade Company of Iran (hereinafter collectively referred to as "Respondents") on the other.

William R. McCabe, et al. and Respondents have entered into a Settlement Agreement which, inter alia, provides that William R. McCabe, et al. will be paid the amount of US\$9,000.00 (nine thousand United States dollars only) in complete, full, and final settlement of all claims and

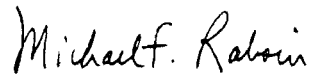
counterclaims now existing or capable of arising in connection with Cases Nos. 10105 and 12713-12721. Also in the Settlement Agreement, William R. McCabe, et al have unconditionally, irrevocably and forever withdrawn their claims against the Islamic Republic of Iran, Behshahr Industrial Company, Ltd., Chemical Services Iran, Constructions Metalligues de Province, National Iranian Oil Company, Pars International Manufacturing Co. Ltd and Seaman Pak Co. Ltd.

The undersigned hereby ratify the said Agreement and request the Tribunal to record it as an Arbitral Award on Agreed Terms, with payment to be made to William R. McCabe, et al, out of the Security Account, and to declare all of the Cases Nos. 10105 and 12713-12721 terminated, withdrawn and dismissed in their entirety and with prejudice.

Respectfully submitted,



Ali H. Nobari,  
Agent of the Government of the  
Islamic Republic of Iran to the  
Iran-U.S. Claims Tribunal



Michael F. Raboin,  
Deputy Agent of the Government  
of the United States of America  
to the Iran-U.S. Claims Tribunal

IN THE NAME OF GOD

SETTLEMENT AGREEMENT

IRAN UNITED STATES CLAIMS TRIBUNAL	دائرة داری و نظاری ایران - ایالات متحده
ثبت شد - FILED	
Date	24 AUG 1989
تاریخ ۱۳۶۸ / ۶ / ۲	

This Settlement Agreement ("the Agreement") is made this 15th day of Sept., 1988, by and between the Shipping Lines of the Islamic Republic of Iran, Gulf Agency Co. (Iran) Ltd., Kharg Chemical Co. Ltd., and Government Trade Company of Iran (formerly Foreign Transactions Corp.) (hereinafter collectively referred to as "Respondents") on the one part, and Joseph H. McCabe, Jr., Joseph H. McCabe III, Betty Lou McCabe, William R. McCabe, David Michael Mandig, Kathleen Marie Mandig, Mrs. Duane H. Mandig, W. Lloyd Holstein, Estate of Mary Jane Smythe Wilson, Sayco Corporation, for themselves as the owners of 100% of the stock of E.W. Saybolt & Co., S.A. a Panamanian Corporation, and on behalf of the said corporation, (hereinafter collectively referred to as "William R. McCabe, et al. "), on the other part.

WHEREAS, the Government of the United States of America has filed certain claims on behalf and for the benefit of William R. McCabe, et al. with the Iran-U.S. Claims Tribunal ("the Tribunal"); against 1. Aman Express Co., 2. Arya National Shipping Lines ("the Shipping Lines of the Islamic Republic of Iran"), 3. Atri Company, 4. Behshahr Industrial Co. Ltd., 5. Chemical Services Iran, 6. Constructions Metalligues De Province, 7. Douraghy Brothers and Company, Inc., 8. Foreign Transactions Corp. (Government Trade Company of Iran), 9. Gulf Agency Co. (Iran) Ltd, 10. Kharg Chemical Co. Ltd., 11. S.A. & S.B. Mahallati, 12. National Iranian Oil Co., 13. Olatco, 14. Pars International Manufacturing Co. Ltd., 15. Parsavon Co. Ltd., 16. Asadolah Rezaeian, 17. Sea Man Pak Co., Ltd. , 18. Snamprogetti S.P.A. (hereinafter collectively referred to as "Respondents in the Cases");

WHEREAS, William R. McCabe, et al. have previously withdrawn their claims against Aman Express Co., Atri Company, Douraghy Brothers & Co., Ltd., S.A. & S.B. Mahallati, Olatco, Parssavon

Co., Ltd., Asadolah Rezaeian and Snamprogetti S.P.A., and hereby unconditionally, irrevocably and forever withdraw their claims against the Islamic Republic of Iran, Behshahr Industrial Company, Ltd., Chemical Services Iran, Constructions Metalligues de Province, National Iranian Oil Co., Pars International Manufacturing Co., Ltd. and Sea Man Pak Co., Ltd.,

WHEREAS, Respondents and William R. McCabe, et al. wish to settle all claims and disputes which are outstanding or capable of arising in connection with the Cases Nos. 10105 and 12713-12721 and their subject matters (hereinafter referred to as the Cases);

THEREFORE, Respondents and William R. McCabe, et al. agree as follows:

#### Article One

The scope and subject matter of this Agreement is to settle and dismiss forever, all disputes, differences, claims, counterclaims and matters directly or indirectly raised or capable of arising out of the relationships, transactions, contracts and events related to the subject matters of the Cases, against Respondents in the Cases, their agencies, branches, affiliates and subsidiaries and/or against the Islamic Republic of Iran and its political subdivisions, Iranian entities, agencies, organizations, institutions and instrumentalities (hereinafter referred to as "Iran") and in general all Iranian real persons or legal entities named in the Cases.

#### Article Two

- (1) In consideration of full and final settlement of all disputes, differences and claims existing or capable of arising in connection with the Cases William R. McCabe, et al. will be paid the sum of U.S.\$ 9,000.00 (Nine thousand United States dollars only), (hereinafter "the Settlement Amount").

- (2) The Parties agree to submit this Agreement to the Agents of the Governments of the United States of America and the Islamic Republic of Iran in order to be filed with the Iran-U.S. Claims Tribunal on or before 30 day of Sept. 1989 together with a Joint Motion ratifying the Agreement and requesting the Tribunal to record it as an Arbitral Award on Agreed Terms.

### Article Three

Upon the issuance by the Tribunal of the Award on Agreed Terms, William R. McCabe , et al. shall cause, without delay and with prejudice, all proceedings against Respondents in the Cases, and/or against Iran and in general all Iranian real persons and legal entities named in the Cases in all courts, fora, or before any authorities or administrative bodies to be dismissed, withdrawn and terminated, and shall be barred from instituting and/or continuing with any proceedings before the Iran-U.S. Claims Tribunal or any other forum, authority or administrative body whatsoever, including but not limited to any court in the United States of America or the Islamic Republic of Iran, in connection with disputes, differences, claims and matters related to the subject matters of the Cases and/or any other past dealings.

### Article Four

(1) Upon the issuance by the Tribunal of the Award on Agreed Terms, William R. McCabe , et al. for themselves, for the successors, transferees, and assigns of themselves and for E.W. Saybolt & Co., S.A., its parent companies (should there be any), subsidiaries, affiliates, directors, officers, employees and agents by this Agreement release and forever discharge Iran, Respondents in the Cases, their parent companies (should there be any), subsidiaries, affiliates, directors, officers and employees and their successors, transferees, and assigns and in general all Iranian legal entities or real persons named in the Cases from any and all liabilities that they ever had, now have and/or in future may have in connection with, and/or arising out of the contracts, transactions, and occurrences related to the subject matters of the Cases.

(2) Upon the issuance by the Tribunal of the Award on Agreed Terms, Respondents, for themselves and for the successors, transferees and assigns of themselves by this Agreement release and forever discharge William R. McCabe et al, their successors, transferees and assigns from any and all liabilities that they ever had, now have and/or in the future may have in connection with, and arising out of the contracts, transactions, and occurrences related to the subject matters of the Cases.

(3) Should any claims be pending or filed by a third party in any court or forum against either of the parties hereto based on any assignment or transfer of rights of any kind from one of the Parties hereto, the party who has effected or caused such assignment or transfer of right shall be exclusively liable to such third party.

#### Article Five

Upon the issuance by the Tribunal of the Award on Agreed Terms, Respondents and William R. McCabe, et al. waive any and all claims for costs (including attorney's fees) arising out of or related to the arbitration, prosecution or defence of the claims asserted (or which might have been asserted) before the Iran-U.S. Claims Tribunal, U.S. courts or elsewhere with respect to, and in connection with the matters involved in the Cases.

#### Article Six

Upon the issuance by the Tribunal of the Award on Agreed Terms, the releases, dismissals, waivers and withdrawals contained and referred to in this Settlement Agreement become self-executing. After the issuance of the Award on Agreed Terms by the Tribunal, no further documents need to be executed in implementing this Agreement.

### Article Seven

(1) It is agreed that this Settlement Agreement is made in a spirit of private settlement of disputes, that it shall be null and void if not approved by the Tribunal and that it shall not affect any position of the Parties in any matter other than the Cases. The Parties further agree that they shall not use, or cause any person to use this Settlement Agreement in the prosecution or defence of any cases before the Iran-U.S. Claims Tribunal or any other forum, except that the Parties may use this Agreement for the purpose of implementing its terms.

(2) This Settlement Agreement is for the sole purpose of settling the Cases. Nothing in this Settlement Agreement shall be relied upon or construed as relevant to or affect in any way any arguments Respondents in the Cases or Iran have raised, or may raise, concerning the jurisdiction or the merits of these Cases or any other cases whether before the Tribunal or any other forum.

(3) Nothing in this Agreement, including the releases and waivers set forth in Article 4 hereof, shall constitute or be construed as waiver of, or release from, or affect in any way, any claims or counter-claims the Islamic Republic of Iran (as defined in Article VII(3) of the Claims Settlement Declaration) has or may in the future have against the United States (as defined in Article VII(4) of the Claims Settlement Declaration).

### Article Eight

This Settlement Agreement shall be null and void if not approved by Iranian authorities and not filed with the Tribunal by 30 September, 1989, and in that event, no party to this Agreement may rely upon, cite or publish its terms and the Parties shall be placed in the same position as they were before the date of this Agreement.

Article Nine


For the purpose of construction and interpretation of this Agreement the entire Agreement shall be read and construed as a whole without giving any specific effect to any article separately.

Article Ten

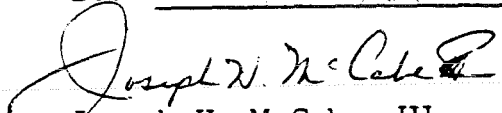
This Agreement has been written and signed in both languages of Persian and English and each text shall have the same and equal validity.

The representatives of the Parties hereto expressly declare that they are duly empowered to sign this Agreement and their signatures will commit their respective principals to fulfillment of their obligations under this Agreement without any limitations except as may otherwise be contained in this Settlement Agreement.

In witness whereof, the Parties hereto have executed and delivered this Agreement.

  
Joseph H. McCabe, Jr.

Date 9/15/88

  
Joseph H. McCabe, III

Date 9/15/88

Betty Lou MacCabe

Date Betty Lou McCabe  
9/15/88

The Shipping Lines of  
the Islamic Republic of Iran

By 

Date 9/15/88

Gulf Agency Co. (Iran) Ltd.

By 

Date \_\_\_\_\_



*William R. MacCabe*  
William R. MacCabe

Date 7/5/88

Kharg Chemical Co. Ltd

By *[Signature]*

Date *[Signature]*

*David Michael Mandig*  
David Michael Mandig

Date 7/5/88

Government Trade Company of Iran  
(formerly Foreign Transaction Corp.)

By *[Signature]*

Date *[Signature]*

*Kathleen Marie Mandig*  
Kathleen Marie Mandig

Date 7/15/88

*Mrs. Duane H. Mandig*  
Mrs. Duane H. Mandig

Date 7/15/88

*W. Lloyd Holstein*  
W. Lloyd Holstein

Date 7/15/88

*Estate of Mary Jane Smythe Wilson*  
Estate of Mary Jane  
Smythe Wilson,

Date 10-15-88

*Sayco Corporation*  
Sayco Corporation

Date 7/15/88