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198-115

IS TRIBUNAL

دیوان دادرى دعاوى ایران - ایالات متحد

ORIGINAL DOCUMENTS IN SAFE

112

Case No. 198

Date of filing: 25 Aug 86

** 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 Mr Richard M. Mosk
- Date 22 Aug 86
_____ 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

نسخہ برابر اصل

CASE NO. 198
CHAMBER ONE
AWARD NO. 248-198-1

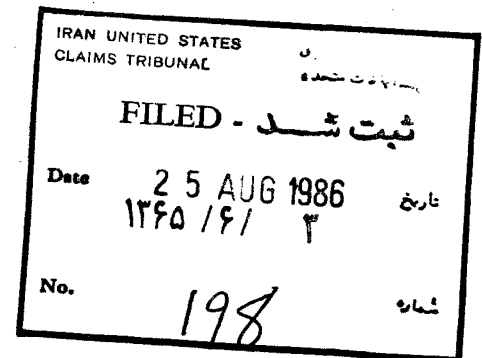
AMMANN & WHITNEY,

Claimant,

and

MINISTRY OF HOUSING AND URBAN
DEVELOPMENT (KHUZESTAN DEPARTMENT
OF HOUSING AND URBAN DEVELOPMENT),

Respondent.

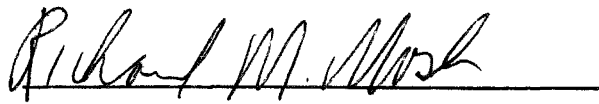


CONCURRING OPINION OF RICHARD M. MOSK

I concur in the Award in order to form a majority. By 1979 the Contract in issue was breached by Respondent by the nonpayment of amounts owing. The force majeure letter and acquiescence therein constitute a contractual method for confirming the amount that had been owing and evidence of the amount owing and thus of the damages for the breach. Accordingly, it would have been preferable to accrue interest from the date the amount should have been paid - i.e., the date of the breach.

Dated, The Hague

22 August 1986


Richard M. Mosk