

ORIGINAL DOCUMENTS IN SAFE

Case No. 280

Date of filing: 11 JAN 1984

** AWARD - Type of Award correction to award

- Date of Award _____

** AWARD - 2 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: _____

- Date _____

_____ pages in English _____ pages in Farsi

280-108

۲۸-۱۰۸

CASE NO. 280

CHAMBER TWO

AWARD NO. 100-280-2

MORGAN EQUIPMENT COMPANY,

Claimant,

and,

THE ISLAMIC REPUBLIC OF IRAN;
THE MINISTRY OF ROADS AND
TRANSPORTATION; THE IRANIAN NAVY,

Respondents.

IRAN UNITED STATES CLAIMS TRIBUNAL		دادگاه دآوری دعاوی ایران-ایالات متحدہ	
ثبت شد - FILED			
Date	۱۳۶۲ / ۱۰ / ۲۱	تاریخ	
11 JAN 1984			
No.	280	۲۸۰	

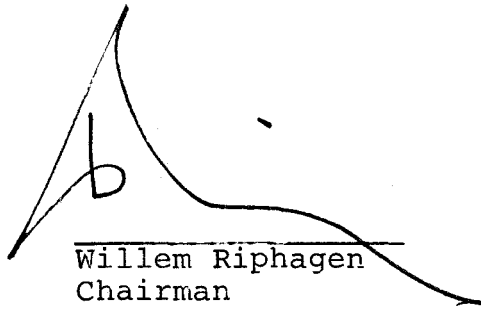
CORRECTION TO AWARD

DUPLICATE
ORIGINAL
«نسخه برابر اصل»

The Tribunal notes that the Award No. 100-280-2, filed on 27 December 1983, contains some typographical errors in one of its pages.

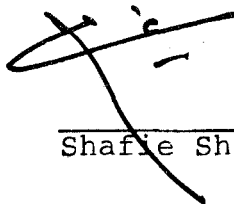
Under reference to Article 36 of the Tribunal Rules, a corrected version of the relevant page is hereby reissued.

Dated, The Hague
// January 1984

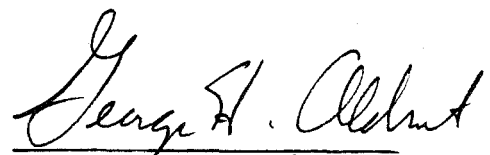


Willem Riphagen
Chairman
Chamber Two

In the name of God,



Shafie Shafeiei



George H. Aldrich

effect until August 1983 when it was released upon motion of the Claimant. That release was an essential element in the settlement of case B-67 in which this Tribunal issued an Award on Agreed Terms (79-B-67-2 *, dated 12 September 1983).

*CORRECTED

The damages requested by MORT under this counterclaim include the U.S. \$3,000,000 it agreed to pay the Port of Vancouver in the agreed settlement of Case B-67, plus substantial additional damages for loss of profit, deterioration of the stored equipment, and unspecified "moral and material" damages. The extent to which any of these damages, other than the U.S. \$3,000,000 payment, were in fact incurred has not been proved, and the U.S. \$3,000,000 payment was in settlement of a claim and covered not only storage charges, but also recrating and handling charges.

The Tribunal notes that under Washington law MORT could have secured release of the attachment at any time by posting a bond, although export of the goods might still have been impeded by liens of other creditors, such as the Port of Vancouver and the local tax authorities, and by United States Government restrictions during the period from November 1979 to 19 January 1981.

It is true that the attachment was obtained lawfully, but this Tribunal accepts the principle according to which an unjustified attachment may result in liability of the Claimant for compensation of damages* resulting therefrom.