

**IN THE MATTER OF THE CLAIM OF**

ALBERT V. MALARET  
AMINA MALARET DE GALDO

**Under the International Claims Settlement  
Act of 1949, as amended**

**Claim No. CU -0554**

**Decision No. CU -6186**

Counsel for claimant ALBERT V. MALARET:

Rufus King, Esq.

SECOND AMENDED FINAL DECISION

This claim was originally filed by ALBERT V. MALARET and has been the subject of several decisions. The Proposed Decision certified a loss to him, on the items established, in an aggregate amount of \$48,800.31 for his one-half interest. An Oral Hearing was held and additional evidence was received, after which the Certification of Loss was increased in a Final Decision to \$75,950.31. Subsequently, claimant petitioned to reopen the matter. Upon consideration of the petition, an Amended Final Decision issued increasing the Certification of Loss to ALBERT V. MALARET to \$76,025.31; and joining his daughter, AMINA MALARET DE GALDO, certifying her loss in an amount of \$7,200 for her one-half interest in certain stock.

One item of claim which was not included in the Certification of Loss to ALBERT V. MALARET was the asserted loss in connection with "A.L. Malaret Insurance Office, Inc." (hereafter referred to as Malaret Insurance), which was owned by ALBERT V. MALARET and his non-U.S. national spouse, and which was taken by the Government of Cuba on October 6, 1961. The record had not included evidence upon which the Commission could make a finding of value which would be other than conjectural.

However, claimant has now submitted additional evidence in the matter of Malaret Insurance which includes a sworn statement of June 16, 1972 by one Carlos M. Espinet, described as former Vice-President and Chief Accountant of Malaret Insurance; a letter of June 26, 1972 from one J. G. East, Chairman of Hartley Cooper & Company, Ltd., a London brokerage firm; and photographs. Additionally, counsel for claimant outlines his arguments in a letter of June 29, 1972.

The statement by Mr. Espinet sets out that Malaret Insurance acted as General Agents of the Unity Fire and General Insurance Company of New York, and The Baloise Fire Insurance Company of Switzerland; that it acted as General Manager of Cia. Anglo-Cubana de Seguros, S. A.; and additionally that it acted as reinsurance broker and marine claim adjuster. Mr. Espinet asserts that the annual premium volume handled by Malaret Insurance was not less than \$1,000,000 and that the number of employees was 15. The claimant's submission includes several photographs displaying the office set-up, with desks and equipment. Mr. Espinet further states that about 25% of said volume was direct business where no commission had to be paid to brokers; that the ratio of net commission (gross commission received from companies less commission ceded to brokers) received to premiums written was about 12.5% or \$125,000; and that the yearly general expenses were about \$72,000. Thus, Mr. Espinet concluded that, in his opinion, the fair market value for Malaret Insurance was not less than \$150,000, basing this on the assertion that the market value of insurance agencies or brokerage business shall be generally determined on 2.5 to 3 times the net annual income. Appended to Mr. Espinet's statement is a list of the office furnishing, with a depreciated value of \$12,500.

Mr. Espinet's statement is not supported by such documentation as the Commission should be entitled to examine, but however, considering his relation to the company, it may be given considerable weight.

The Commission is not persuaded that the net value of \$50,000 is well-established or that it should be increased as outlined. However, although

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it appears the principal assets were the physical plant, the Commission is convinced that Malaret Insurance had a market value at the time of intervention, and holds that \$25,000 represents the fair and reasonable value thereof, including the physical plant. Accordingly, the Commission finds that claimant suffered a loss of one-half said value or \$12,500 in this connection.

The losses of claimant ALBERT V. MALARET are restated below:

<u>Item (one-half interest)</u>	<u>Date of Loss</u>	
Building lot	December 6, 1961	\$ 6,060.00
Residence	December 6, 1961	29,277.81
Personalty	December 6, 1961	7,500.00
Two automobiles	December 6, 1961	1,212.50
Havana Biltmore Yacht & Country Club share	March 19, 1960	1,750.00
Anglo-Cubana	October 6, 1961	30,225.00
Malaret Insurance	October 6, 1961	<u>12,500.00</u>
	Total	\$88,525.31

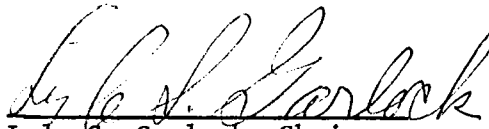
Accordingly, the Certification of Loss to ALBERT V. MALARET in the Amended Final Decision is set aside, the following Certification of Loss will be entered, and the remainder of the Amended Final Decision, including the Certification of Loss to AMINA MALARET DE GALDO in the amount of \$7,200, is affirmed.

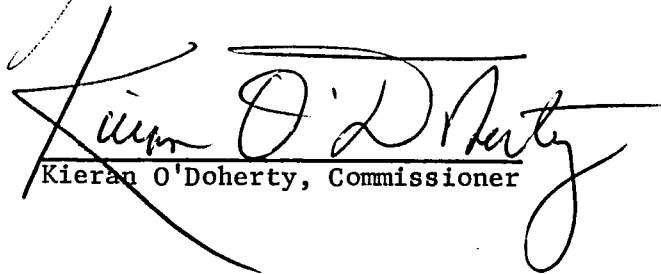
CERTIFICATION OF LOSS

The Commission certifies that ALBERT V. MALARET suffered a loss, as a result of actions of the Government of Cuba, within the scope of Title V of the International Claims Settlement Act of 1949, as amended, in the amount of Eighty-eight Thousand Five Hundred Twenty-five Dollars and Thirty-One Cents (\$88,525.31) with interest at 6% per annum from the respective dates of loss to the date of settlement.

Dated at Washington, D. C., and entered as the Second Amended Final Decision of the Commission

JUN 30 1972

  
Lyle S. Garlock, Chairman

  
Kieran O'Doherty, Commissioner

FOREIGN CLAIMS SETTLEMENT COMMISSION  
OF THE UNITED STATES  
WASHINGTON, D.C. 20579

IN THE MATTER OF THE CLAIM OF

ALBERT V. MALARET  
AMINA MALARET DE GALDO

Claim No. CU-0554

Decision No. CU-6186

Under the International Claims Settlement  
Act of 1949, as amended

Petition to reopen; Proposed Decision entered May 12, 1971; Final Decision entered October 20, 1971.

AMENDED FINAL DECISION

In its Final Decision in this matter, the Commission certified a loss to ALBERT V. MALARET in the aggregate amount of \$75,950.31, which included, inter alia, a one-half interest in 402 shares of Cia. Anglo-Cubana de Seguros, S.A., in an amount of \$30,150.00.

The Commission now finds, based on the record before it, that ALBERT V. MALARET and his spouse owned one additional share of Anglo-Cubana, and therefore ALBERT V. MALARET suffered an additional loss of \$75.00 in this connection.

Further, the Commission has received evidence as to the United States nationality of the daughter, AMINA MALARET DE GALDO, who owned a one-half interest in 96 shares of Anglo-Cubana and has petitioned to be joined in this matter. After due consideration, the petition is granted and AMINA MALARET DE GALDO is added as a claimant herein.

The Commission finds that AMINA MALARET DE GALDO suffered a loss of \$7,200 in connection with her ownership of 48 shares of Anglo-Cubana, within the scope of Title V of the Act.

No petition to join in the matter has been received from the son of the original claimant, nor evidence of his United States nationality, or marital status, and no certification can be made as to his interest.

RECAPITULATION

The losses of claimants are stated as follows:

ALBERT V. MALARET:

<u>Item (one-half interest)</u>	<u>Date of Loss</u>	
Building lot	December 6, 1961	\$ 6,060.00
Residence	December 6, 1961	29,277.81
Personalty	December 6, 1961	7,500.00
Two automobiles	December 6, 1961	1,212.50
Havana Biltmore Yacht & Country Club share	March 19, 1960	1,750.00
Anglo-Cubana	October 6, 1961	<u>30,225.00</u>
Total		\$76,025.31

AMINA MALARET DE GALDO: (one-half interest)

Anglo-Cubana	October 6, 1961	\$ 7,200.00
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The Commission concludes that claimant ALBERT V. MALARET suffered a loss in the amount of \$76,025.31 within the meaning of Title V and that AMINA MALARET DE GALDO similarly suffered a loss of \$7,200.

The Commission affirms the holding that interest shall be included in the Certification and it shall be included as follows:

	<u>FROM</u>	<u>ON</u>
ALBERT V. MALARET:		
	March 19, 1960	\$ 1,750.00
	October 6, 1961	30,225.00
	December 6, 1961	<u>44,050.31</u>
		\$76,025.31
AMINA MALARET DE GALDO:		
	October 6, 1961	\$ 7,200.00

The Certification of Loss in the Proposed Decision is set aside, and the Certifications of Loss, as stated below, will be entered and the remainder of the Proposed and Final Decisions is affirmed.

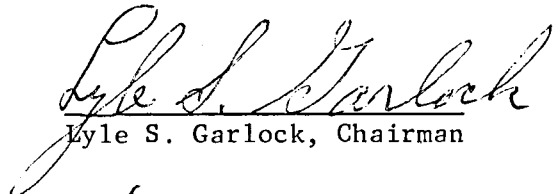
CERTIFICATIONS OF LOSS

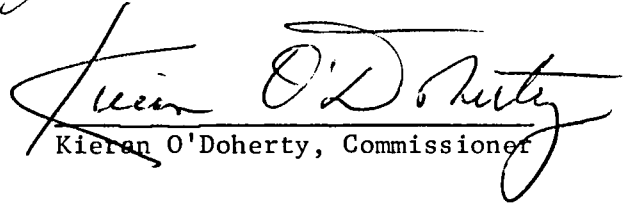
The Commission certifies that ALBERT V. MALARET suffered a loss, as a result of actions of the Government of Cuba, within the scope of Title V of the International Claims Settlement Act of 1949, as amended, in the amount of Seventy-Six Thousand Twenty-Five Dollars and Thirty-One Cents (\$76,025.31) with interest at 6% per annum from the respective dates of loss to the date of settlement; and

The Commission certifies that AMINA MALARET DE GALDO suffered a loss, as a result of actions of the Government of Cuba, within the scope of Title V of the International Claims Settlement Act of 1949, as amended, in the amount of Seven Thousand Two Hundred Dollars (\$7,200) with interest at 6% per annum from October 6, 1961 to the date of settlement.

Dated at Washington, D. C., and  
entered as the Amended Final  
Decision of the Commission

**JUN 30 1972**

  
Lyle S. Garlock, Chairman

  
Kieran O'Doherty, Commissioner

FOREIGN CLAIMS SETTLEMENT COMMISSION  
OF THE UNITED STATES  
WASHINGTON, D.C. 20579

IN THE MATTER OF THE CLAIM OF

ALBERT V. MALARET

Claim No. CU-0554

Decision No. CU-6186

Under the International Claims Settlement  
Act of 1949, as amended

Appeal and objections from a Proposed Decision entered May 12, 1971. Oral hearing requested.

Oral hearing held October 6, 1971.

FINAL DECISION

In its Proposed Decision the Commission certified a loss to claimant for his 1/2 interest in certain real and personal property. The remaining 1/2 interest of his wife was denied because she was not a national of the United States at the time of loss. Parts of the claim based on an interest in insurance businesses and in the cash surrender value of certain insurance policies were denied for failure of proof.

Claimant objected to the values of his real and personal property as determined by the Commission in its Proposed Decision and to those items of the claim that were denied for failure of proof. At an oral hearing held on October 6, 1971 the Commission received additional evidence and an oral testimony of claimant.

The entire matter having been re-examined and based on the present record, the Commission now finds as follows:

Compania Anglo-Cubana de Seguros, S.A:

Claimant and his wife were the joint owners of 402 of the outstanding 500 shares of this insurance enterprise and said company was taken by the Government of Cuba on October 6, 1961. Claimant's daughter and her husband owned 96 of the outstanding shares and claimant's son, one share. Although it was suggested



that said daughter and son, assertedly United States nationals, might join in this claim no proof of their United States nationality has been submitted. Accordingly, no loss will be certified in their names.

The value of this enterprise consisted of outstanding capital of \$50,000.00 and accumulated surplus of \$25,000.00. Accordingly, each share of stock had a value of \$150.00 and claimant's 201 shares had a value of \$30,150.00. The Commission concludes that claimant suffered a loss in this amount.

A.L. Malaret Insurance Office, Incorporated:

Claimant and his wife were the joint owners of all of the 50 outstanding shares of stock of this insurance company; and this company was taken by the Government of Cuba on October 6, 1961.

Claimant testified that this company never issued dividends. The earnings were used to meet the payment of employees' salary and claimant's. He further stated that the assets consisted of office equipment and furniture and accounts receivable. There were liabilities but claimant could not recall them. The Commission granted claimant an additional time to submit proof of the net worth of this company. However, the evidence has not been submitted.

Accordingly, the Commission is constrained to affirm the denial of this part of the claim.

RECAPITULATION

The losses of claimant are restated as follows:

<u>Item (one-half interest)</u>	<u>Date of Loss</u>	
Building lot	December 6, 1961	\$ 6,060.00
Residence	December 6, 1961	29,277.81
Personalty	December 6, 1961	7,500.00
Two automobiles	December 6, 1961	1,212.50
Havana Biltmore Yacht & Country Club share	March 19, 1960	1,750.00
Anglo-Cubana	October 6, 1961	<u>30,150.00</u>
Total		\$75,950.31

The Commission concludes that claimant ALBERT V. MALARET suffered a loss in the amount of \$75,950.31 within the meaning of Title V of the Act.

The Commission affirms the holding that interest shall be included in the Certification and it shall be included as follows:

<u>FROM</u>	<u>ON</u>
March 19, 1960	\$ 1,750.00
October 6, 1961	30,150.00
December 6, 1961	<u>44,050.31</u>
	\$75,950.31

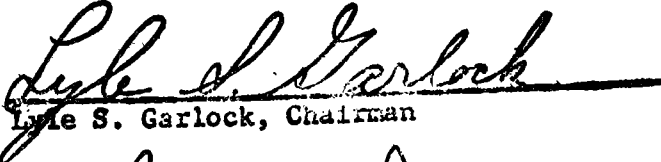
The Certification of Loss in the Proposed Decision is set aside, and the Certification of Loss, as restated below, will be entered and the remainder of the Proposed Decision, as amended herein, is affirmed.

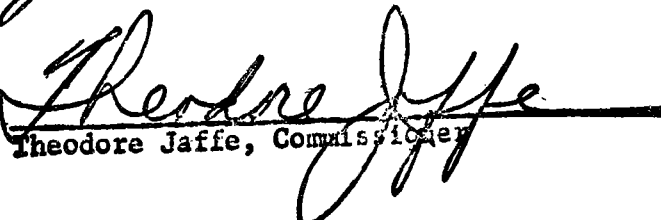
CERTIFICATION OF LOSS

The Commission certifies that ALBERT V. MALARET suffered a loss, as a result of actions of the Government of Cuba, within the scope of Title V of the International Claims Settlement Act of 1949, as amended, in the amount of Seventy-Five Thousand Nine Hundred Fifty Dollars and Thirty-One Cents (75,950.31) with interest at 6% per annum from the respective dates of loss to the date of settlement.

Dated at Washington, D. C.,  
and entered as the Final  
Decision of the Commission

OCT 20 1971

  
Lyle S. Garlock, Chairman

  
Theodore Jaffe, Commissioner

FOREIGN CLAIMS SETTLEMENT COMMISSION  
OF THE UNITED STATES  
WASHINGTON, D.C. 20579

IN THE MATTER OF THE CLAIM OF

ALBERT V. MALARET

Under the International Claims Settlement  
Act of 1949, as amended

Claim No. CU -0554

Decision No. CU **6186**

PROPOSED DECISION

This claim against the Government of Cuba, under Title V of the International Claims Settlement Act of 1949, as amended, was presented by ALBERT V. MALARET for \$367,945.97 based upon the loss of real and personal property, stock interests in Cuban corporations, and the cash surrender value of several insurance policies. Claimant has been a national of the United States since birth.

Under Title V of the International Claims Settlement Act of 1949 [78 Stat. 1110 (1964), 22 U.S.C. §§1643-1643k (1964), as amended, 79 Stat. 988 (1965)], the Commission is given jurisdiction over claims of nationals of the United States against the Government of Cuba. Section 503(a) of the Act provides that the Commission shall receive and determine in accordance with applicable substantive law, including international law, the amount and validity of claims by nationals of the United States against the Government of Cuba arising since January 1, 1959 for

losses resulting from the nationalization, expropriation, intervention or other taking of, or special measures directed against, property including any rights or interests therein owned wholly or partially, directly or indirectly at the time by nationals of the United States.

Section 502(3) of the Act provides:

The term "property" means any property, right, or interest including any leasehold interest, and debts owed by the Government of Cuba or by enterprises which have been nationalized, expropriated, intervened, or taken by the Government of Cuba and debts which are a charge on property which has been nationalized, expropriated, intervened, or taken by the Government of Cuba.

Claim is asserted as follows:

1. Unimproved building lot	\$22,725.00
2. Residence at No. 14606 Avenue 19	75,000.00
3. Household furniture and effects in <u>2</u> above	25,000.00
4. Three automobiles at above residence	10,000.00
<u>Stock Interests:</u>	
5. A.V.Malaret Insurance Office, Inc.	150,000.00
6. Compania Anglo-Cubana de Seguros, S.A.	75,000.00
7. Havana Biltmore Yacht & Country Club	5,000.00
8. Insurance policy proceeds:	
Pan American Life Ins. Co. )	
Confederation Life Association )	
Manufacturers Life Ins. Co. (two policies) )	
Crown Life Insurance Co. (three policies) )	<u>5,220.97</u>
	\$367,945.97

Pursuant to the community property law of Cuba, spouses have equal interests in property acquired during coverture, except for property inherited or that acquired by gift. It is stated that claimant's spouse was not a national of the United States at the time of the loss of the property, more fully discussed below. Accordingly, any interest she might have in the property subject of this claim cannot be considered.

The evidence of record includes a report from abroad, State Department correspondence, deeds, insurance policies on some of the subject realty and personalty, and photographs.

Based on the entire record, the Commission finds that claimant ALBERT V. MALARET owned a one-half interest in the following properties:

1. Unimproved building lot in Marianao
2. Residence, No. 14606 Avenue 19, Havana
3. Household furniture and effects at the residence
4. Two automobiles
5. One share of stock in the Havana Biltmore Yacht & Country Club.

On December 6, 1961, the Cuban Government published in its Official Gazette Law No. 989 which effectively confiscated all assets, real and personal property, rights, shares of stock, bonds and other property of persons who left the country. Claimant left Cuba in August 1960. The Commission therefore finds that claimant's interests in the properties discussed below, in the absence of evidence to the contrary, were taken by the Government of Cuba on December 6, 1961.

The Act provides in Section 503(a) that in making determinations with respect to the validity and amount of claims and value of properties, rights, or interests taken, the Commission shall take into account the basis of

valuation most appropriate to the property and equitable to the claimant, including but not limited to fair market value, book value, going concern value, or cost of replacement.

The question, in all cases, will be to determine the basis of valuation which, under the particular circumstances, is "most appropriate to the property and equitable to the claimant". This phraseology does not differ from the international legal standard that would normally prevail in the evaluation of nationalized property. It is designed to strengthen that standard by giving specific bases of valuation that the Commission shall consider.

1. Unimproved building lot, El Cano, Marianao:

This lot consisted of 1,515 square meters of land which were suitable for building purposes. It was purchased by claimant and his wife on April 14, 1950 for \$5,332.50. At the time of this purchase a second adjoining lot was purchased for \$2,362.50. This latter lot was sold in 1954 at \$3.50.

Based on evidence available to the Commission as to the values of comparable properties, the Commission finds that at the time of loss this lot had a value of \$12,120.00 and that claimant sustained a loss in the amount of \$6,060 for his one-half interest.

2. Residence at No. 14606 Avenue 19, Havana:

This property was comprised of 2,821.15 square meters of land improved with a 2-story brick and concrete house which had twelve rooms, semi-basement, garage and a small penthouse.

A report from abroad states that the property was purchased on February 6, 1951 for \$40,000. Claimant states that he further improved the property by an additional \$25,000.00 for the construction of the penthouse, paving a road to the street, stone fences and a 3,000 gallon cistern. As of July 16, 1968 the property was encumbered by a mortgage in the amount of \$1,444.37.

The record includes a fire insurance policy dated February 15, 1961 insuring the building, excluding foundations, for \$40,000. Claimant has also submitted a photograph of the building.

Based on the entire record, including evidence available to the Commission as to the value of comparable property in Havana, the Commission finds that at the time of loss this property had a value of \$60,000. The mortgage must be

deducted to determine claimant's equity. Accordingly, after the deduction of the mortgage, the Commission finds that the value of claimant's one-half interest in the equity was \$29,277.81.

3. Household furniture and effects in residence:

When claimant purchased the residence on February 6, 1951, he purchased the personalty therein, by separate contract for \$15,000. He states that he also brought to the residence silverware and works of art valued at \$10,000.00

The record includes an insurance policy dated August 2, 1960 issued by Lloyds' of London in the amount of \$15,000 for household contents. The Commission finds that the insurance value is the most equitable since it appears to reflect the silverware and works of art in the amount of \$10,000 and furniture and household effects, depreciated over at least ten years, in the amount of \$5,000.

The Commission finds that claimant sustained a loss in the amount of \$7,500 for his one-half interest in this part of the claim.

4. Automobiles:

The Commission finds on the basis of the evidence of record that claimant had a one-half interest in a 1957 Cadillac, Sedan de Ville and in a 1957 Opel, Capitan, which were maintained at his residence in Havana and which were also taken by the Gov of Cuba on December 6, 1961.

Claimant has designated no specific value for each automobile. In the absence of evidence of value to the contrary, the Commission has considered values reflected in the 1961 Guide of the National Automobile Dealers Association. Claimant finds that at the time of loss the Cadillac had a value of \$1,750 and the Opel a value of \$675. The Commission concludes that claimant sustained a loss in the amount of \$1,212.50 for his one-half interest in this part of the claim.

When this claim was filed claimant had included a third automobile, a 1959 Austin Healy Roadster, as an additional item of loss. Subsequently, claimant advised the Commission that his son owned this car and that said son, as a United States National by birth, would petition the Commission to be joined in this claim. No request by the son to be so joined in this claim has been received. Accordingly, so much of this claim as is based on loss of the Austin Healy Roadster, is denied as claimant had no ownership interest in this car.

7. Havana Biltmore Yacht & Country Club stock:

In our decision entitled the Claim of Arman E. Becker, Jr. (Claim No. CU-1094, which we incorporate herein by reference), we held that the properties of this club were intervened by the Government of Cuba on March 19, 1960, and that this type of claim is compensable to an American national under the facts and conditions set forth therein. We need not again detail here the reasons or the method used in determining the value per one share, Series A, of \$3,500.

On the basis of evidence in the record in the instant case, the Commission finds that this claimant comes within the terms of the Becker decision; that he was an American national at the requisite times; that he has been the owner of a one-half interest in one share of this Club since prior to March 19, 1960 and that he suffered a loss in the amount of \$1,750 within the meaning of Title V of the Act.

Other Stock Interests

5. A. V. Malaret Insurance Office, Inc.:
6. Compania Anglo-Cubana de Seguros, S.A.:

Claimant asserts that he was the sole owner of both the subject insurance enterprises; that solely for business reasons some certificates were issued in the names of other members of the family. The certificates are said to be in Cuba as well as evidence of the value of these businesses.

Claimant's Exhibit 1 is a resolution from the Insurance Control Office, Havana, which states that claimant and his wife hold practically all of the stock issued and subscribed for Anglo-Cubana de Seguros, S.A., and that the A. V. Malaret Insurance Office, Inc., and the Anglo-Cubana de Seguros, S.A., were intervened on October 6, 1961 and October 20, 1961, respectively.

Claimant stated that the companies also acted as agents for other insurance companies. He has submitted an affidavit from the Balorie Fire Insurance Co., Ltd. attesting to the commissions received from 1950 through 1960 by the A.V. Malaret Insurance Office, Inc. The Commission finds that while this may be some evidence of the value of the Company, yet the Commission cannot project from this evidence a net value of the Company at the time of loss, as such a determination would be purely speculative.

The Regulations of the Commission provide:

The claimant shall be the moving party and shall have the burden of proof on all issues involved in the determination of his claim. (FCSC Reg., 45 C.F.R. §531.6(d) (1970).)

The Commission can appreciate the difficulties some claimants experience in attempting to obtain evidence in support of their claims. However, the Commission must be guided by the evidence of record pertaining to the ownership, loss and value of the property included in each claim. Thus, the Commission finds that claimant has not met the burden of proof with respect to these businesses in that he has failed to establish the extent of his ownership and the value thereof at the time of loss. Accordingly, the Commission is constrained to deny these portions of this claim, and they are hereby denied.

8. Insurance Policy Proceeds:

Claimant seeks the cash surrender value on insurance policies issued by Pan American Life Insurance Co., the Confederation Life Association, Manufacturers Life Insurance Co., and Crown Life Insurance Co., each policy assertedly in the nominal value of \$5,000 and having a total cash surrender value of \$5,220.97.

Other than the listing of the insurance companies and their respective policy numbers no evidence has been submitted in support of this part of the claim.

The Commission finds that claimant has failed to meet the burden of proof with respect to this portion of the claim in that the evidence does not establish that any proceeds of insurance policies owned by him were taken by the Government of Cuba. Accordingly, this portion of the claim is denied.

Recapitulation

Claimant's losses within the scope of Title V of the Act are summarized as follows:

<u>Item (one-half interest)</u>	<u>Date of Loss</u>	<u>Claimant's Loss</u>
Building lot	December 6, 1961	\$ 6,060.00
Residence	December 6, 1961	29,277.81
Personalty	December 6, 1961	7,500.00
Two automobiles	December 6, 1961	1,212.50
Havana Biltmore Yacht & Country Club share	March 19, 1960	<u>1,750.00</u>
		\$45,800.31

The Commission has decided that in certifications of loss on claims determined pursuant to Title V of the International Claims Settlement Act



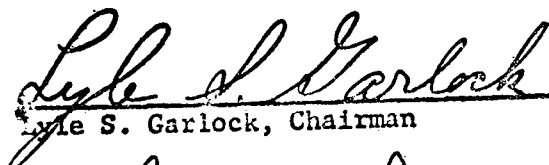
of 1949, as amended, interest should be included at the rate of 6% per annum from the date of loss to the date of settlement (see Claim of Lisle Corporation, Claim No. CU-0644).

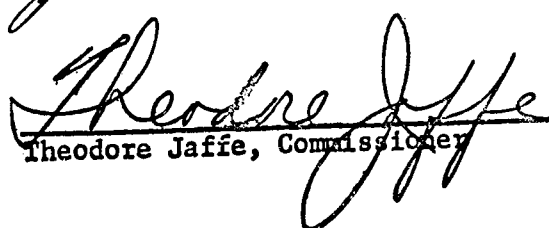
CERTIFICATION OF LOSS

The Commission certifies that ALBERT V. MALARET suffered a loss, as a result of actions of the Government of Cuba, within the scope of Title V of the International Claims Settlement Act of 1949, as amended, in the amount of Forty-Five Thousand Eight Hundred and Thirty-One Cents (\$45,800.31) with interest at 6% per annum from the respective dates of loss to the date of settlement.

Dated at Washington, D.C.,  
and entered as the Proposed  
Decision of the Commission

MAY 12 1971

  
Lyle S. Garlock, Chairman

  
Theodore Jaffe, Commissioner

The statute does not provide for the payment of claims against the Government of Cuba. Provision is only made for the determination by the Commission of the validity and amounts of such claims. Section 501 of the statute specifically precludes any authorization for appropriations for payment of these claims. The Commission is required to certify its findings to the Secretary of State for possible use in future negotiations with the Government of Cuba.

NOTICE: Pursuant to the Regulations of the Commission, if no objections are filed within 15 days after service or receipt of notice of this Proposed Decision, the decision will be entered as the Final Decision of the Commission upon the expiration of 30 days after such service or receipt of notice, unless the Commission otherwise orders. (FCSC Reg., 45 C.F.R. 531.5(e) and (g), as amended, 32 Fed. Reg. 412-13 (1967).)