

LEAGUE OF NATIONS

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IX. DISARMAMENT

1930

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IX. DISARMAMENT.

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Geneva, June 16th, 1930.

LEAGUE OF NATIONS

DOCUMENTS

of the

PREPARATORY COMMISSION

FOR THE DISARMAMENT CONFERENCE

entrusted with the

PREPARATION OF THE CONFERENCE

FOR THE REDUCTION

AND LIMITATION OF ARMAMENTS

SERIES IX

MINUTES

of the

FOURTH SESSION OF THE COMMITTEE

ON ARBITRATION AND SECURITY

Series of League of Nations Publications

IX. DISARMAMENT
1930. IX. 3.

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LIST OF MEMBERS OF THE COMMITTEE ON ARBITRATION AND SECURITY

Chairman : His Excellency Dr. E. BENEŠ (Czechoslovakia).

<i>Argentina</i>	
<i>Belgium</i>	His Excellency Baron ROLIN JAEQUEMYS.
<i>British Empire</i>	The Right Honourable the Viscount CECIL OF CHELWOOD.
<i>Bulgaria</i>	His Excellency M. B. MORFOFF.
<i>Canada</i>	Dr. W. A. RIDDELL.
<i>Chile</i>	M. E. GAJARDO.
<i>China</i>	His Excellency General TSIANG TSO-PING.
<i>Colombia</i>	His Excellency Dr. A. J. RESTREPO.
<i>Cuba</i>	His Excellency M. G. DE BLANCK.
<i>Czechoslovakia</i>	His Excellency Dr. E. BENEŠ.
<i>Finland</i>	His Excellency M. R. ERICH.
<i>France</i>	M. R. MASSIGLI.
<i>Germany</i>	Dr. GÖPPERT.
<i>Greece</i>	M. R. RAPHAËL.
<i>Italy</i>	His Excellency General A. DE MARINIS STENDARDO DI RICIGLIANO.
<i>Japan</i>	M. ITO.
<i>Netherlands</i>	Dr. V. H. RUTGERS.
<i>Persia</i>	His Excellency M. SÉPAHBODY.
<i>Peru</i>	His Excellency M. M. CORNEJO.
<i>Poland</i>	His Excellency M. F. SOKAL.
<i>Roumania</i>	His Excellency M. C. ANTONIADE.
<i>Spain</i>	His Excellency M. E. COBIÁN.
<i>Sweden</i>	His Excellency M. O. UNDÉN.
<i>Turkey</i>	His Excellency MUNIR Bey.
<i>Uruguay</i>	His Excellency M. A. DE CASTRO.
<i>Venezuela</i>	His Excellency M. D. ESCALANTE.
<i>Yugoslavia</i>	His Excellency Dr. I. CHOUMENKOVITCH.
<i>Union of Soviet Socialist Republics</i>	

FIRST MEETING

Held on Monday, April 28th, 1930, at 11 a.m.

Acting Chairman : M. UNDÉN (Sweden).

1. Opening Speech by the Acting Chairman.

The CHAIRMAN wished, in the first place, to present the excuses of M. Beneš, Minister for Foreign Affairs of the Czechoslovak Republic, who was for the moment unable to take the chair.

M. Beneš had been engaged for some weeks in very important negotiations in Paris regarding the reparations of Eastern Europe. Only on Saturday, April 26th, had it been possible to sign the agreement in which these negotiations had resulted. M. Beneš had been compelled to return on April 27th to Prague in order to inform the Czechoslovak Cabinet of the results of the Paris negotiations. On these results depended to a very great extent the enforcement of the Young Plan and the beginning of the activity of the International Bank of Settlement. M. Beneš, however, hoped shortly to arrive at Geneva, when he would take the chair at subsequent meetings of the Committee.

M. Undén desired rapidly to recapitulate the results of the Committee's work in past sessions. His colleagues would remember that six model Conventions for the pacific settlement of international disputes had been drawn up, three models of general Conventions, and three of bilateral Conventions. This work had been done at the Committee's third session. The Committee had begun the drafting of three model treaties on non-aggression and mutual assistance, (1) a model collective treaty of non-aggression and mutual assistance, (2) a collective treaty of non-aggression, and (3) a bilateral treaty of non-aggression. Finally, the Committee had drawn up a model treaty drafted with the object of strengthening the means for preventing war, a draft resolution concerning Articles 10, 11 and 16 of the Covenant, and a draft resolution of which the object was to facilitate the adhesion of States to the Optional Clause of the Statute of the Permanent Court of International Justice.

The result of the work of the third session had then been communicated to the ninth session of the Assembly. After having introduced certain changes, the Assembly had adopted a series of resolutions dealing with the submission and recommendation of these models, and the good offices of the Council. The most important change made by the Assembly had been the combination of the three models of a general Convention for the peaceful settlement of international disputes into a single General Act, to which States could adhere either as a whole or in part. Further, their adhesion could be unconditional or subject to certain reservations.

For the Committee to realise to what extent its previous work had been put into practice, it should remember, in the first place, that the General Act of Arbitration was now in force between four States : Sweden, Belgium, Norway and Denmark.

Belgium had adhered to the whole Act, with a single reservation concerning previous events. The adhesion of Sweden and Norway had been given to Chapters I, II and IV without any reservation. The adhesion of Denmark covered the whole Act without any reservation.

Several Governments had laid Bills on the tables of their Parliaments with the object of obtaining their adhesion.

To date, forty-one States had signed the Optional Clause, and twenty-six of them were bound by it. During the last meeting of the Assembly no less than fourteen States had signed.

As far as the model bilateral and multilateral treaties were concerned they could be used to facilitate and hasten the conclusion of such treaties between States, for they were the happy complement of the Covenant of the League and of the Pact against War signed in Paris on August 27th, 1928. A large number of treaties for peaceful settlement had been concluded and registered during the course of these last years.

As regards the present work of the Committee the Assembly at its tenth session had decided to ask the Council to entrust the Committee with the examination of the three following questions :

- (1) A draft general Convention, based on the main lines of the model treaties, with a view to strengthening the means of preventing war, which the Committee on Arbitration and Security had drawn up during its third session ;
- (2) A draft Convention for financial assistance ;
- (3) An aspect of the question of communications concerning the working of the League at times of emergency ; that was to say, facilities to be granted to aircraft.

The two first problems had already been preliminarily examined by the Committee. The Assembly had then taken cognisance of them and discussed them at length, mainly at its last session. As a result of this discussion, the Assembly had decided to submit the various texts and proposals as a whole to the Arbitration Committee with a view to fresh examination.

The Chairman wished to emphasise the fact that the model treaty for the strengthening of means to prevent war was based on proposals originating from the German delegation to the Committee. The British delegation at the last Assembly had urged a fresh examination of the question in order to hasten the realisation of the ideas underlying the German proposals.

The problem of the financial assistance to be granted to States victims of aggression had been raised by the Finnish Government several years previously. Subsequently, that problem had been discussed on several occasions from the financial and the political points of view. If the political consequences of this draft Convention had not yet been sufficiently examined, it was now for the Committee, which was especially designed for the purpose, to demonstrate them clearly and to conciliate the divergence of view which had hitherto subsisted.

Both these problems were very wide in scope. The delicate and important task of the Committee was to bring to perfection and to complete the texts before it, while taking their political consequences into general consideration, and thus to contribute to a solution of the problem of security.

2. Publication of the Observations of the Governments.

On the proposal of the CHAIRMAN, *it was decided that the observations of Governments on the three questions on the agenda should be published in accordance with precedent.*

3. Adoption of the Agenda of the Session.

The agenda was adopted.

On the proposal of the CHAIRMAN, *it was decided to discuss, when M. Cornejo arrived, the question whether a fourth item which he had proposed should be added to the agenda.*

The CHAIRMAN said that, so far as the Convention on financial assistance was concerned, it would be necessary to consult representatives of the Financial Committee who would not arrive before Monday, May 5th. The Chairman proposed, therefore, not to begin the discussion of the question before that date.

The proposal of the Chairman was adopted.

Viscount CECIL OF CHELWOOD (British Empire) hoped that the Committee would be able to settle the question of facilities to be accorded to aircraft and the draft general Convention to be concluded with the object of strengthening the means to prevent war before it discussed the draft Convention on financial assistance. If the representatives of the Financial Committee had not arrived by the date on which the Committee desired to begin its examination of the Convention on financial assistance, it could, he thought, discuss other aspects involved, reserving any points connected with the financial aspect until the arrival of the representatives of the Financial Committee.

The proposal of Viscount Cecil was adopted.

4. Correction to the English Text of the Report of the Committee on the Amendment of the Covenant of the League to bring it into Harmony with the Pact of Paris.

Viscount CECIL OF CHELWOOD (British Empire) informed the Committee of a correction to the English text of the report of the Committee on the Amendment of the Covenant of the League in order to bring it into harmony with the Pact of Paris (document A.8.1930.V.) The text of Article 12, paragraph 1, should read in English as follows :

“The Members of the League agree that if there should arise between them any dispute likely to lead to a rupture, they will not employ other than pacific means for its settlement.”

SECOND MEETING

Held on Tuesday, April 29th, 1930, at 10.30 a.m.

Acting Chairman : M. UNDÉN (Sweden).

5. Communications affecting the Working of the League of Nations at Times of Emergency ; Facilities to be granted to Aircraft : Memorandum by the Secretariat.

The CHAIRMAN, in opening the discussion, recalled the procedure which had formerly been followed by the Committee on Arbitration and Security. It had begun with a discussion covering the entire question submitted to its examination ; then without proceeding to a vote it had submitted the question to a Drafting Committee which had taken account of the

a draft preamble on the wording of which he reserved his right to make certain observations if the Committee was prepared to discuss it. From the sixth paragraph onwards the text had reproduced, with some improvements on certain points and a number of questionable amendments on others, the proposal of the International Commission for Air Navigation. The similarity between the two texts was striking. Baron Rolin Jaequemyns considered that the text of the Transit Committee, however, was the better of the two. The general discussion might therefore centre on this text, it being understood that the form of the preamble would be reserved, since it would have to be submitted to a Drafting Committee.

He proposed that the Committee should for the moment leave on one side the question whether the texts adopted ought to be added to the Convention of 1919, or be made the subject of a resolution. He suggested that the Committee should now discuss the principles underlying the texts submitted to it.

The CHAIRMAN agreed with Baron Rolin Jaequemyns that it would be better to take as a basis of discussion the more general text drawn up by the Committee for Communications and Transit. There remained to be decided the question whether or not to draw up a similar text to be inserted in the Convention on Air Navigation of October 13th, 1919,

The procedure suggested by the Chairman was adopted.

**6. Communications affecting the Working of the League of Nations at Times of Emergency :
Facilities to be granted to Aircraft : General Discussion of the Draft Resolution
submitted by the Advisory and Technical Committee for Communications and
Transit.**

The following draft resolution, proposed by the Advisory Committee for Communications and Transit, was submitted :

“ The Members of the League are under the obligation to facilitate by all means in their power the meeting of the Council at times of emergency and the working of the League in general.

“ The use of air transport may be necessary to enable the League to take rapid action to safeguard the peace.

“ The Assembly therefore considers it important that the Members of the League should, in order to discharge their obligations, grant to aircraft used for air communications of importance for the working of the League all facilities for navigation and passage to enable them to discharge their missions. Such aircraft should enjoy all the rights granted by existing international Conventions to Government aircraft other than military, Customs or police aircraft, and should at no time be subject to any exceptional and temporary restrictions that may be imposed on air navigation.

“ The conditions on which the various Governments will grant the facilities mentioned in the previous paragraph shall be laid down in advance by each of the Governments concerned, after consulting the Secretary-General of the League. In particular, the routes to be normally followed by aircraft and the procedure contemplated for notifying the Secretary-General without delay of any changes in such routes should be fixed in advance.

“ The Assembly requests the Secretary-General immediately to open negotiations on this matter and also on the conditions under which the States whose territory is crossed will assist aircraft in difficulties and the persons on board to complete the journey by air and carry out their mission.

“ The Assembly trusts that the Members of the League will grant to aircraft used for communications of importance to the working of the League all facilities in regard both to supervision and to the routes to be followed.

“ Aircraft used for communications of importance to the working of the League, within the meaning of the present resolution, are aircraft permanently or temporarily engaged in conveying League officials or League correspondence or in conveying delegations to the League or their correspondence. Should such aircraft be the property of the League, the Secretary-General shall have them registered in the Secretariat of the League. Should such aircraft be used for communications of importance to the working of the League but be registered in any country and only temporarily placed at the League's disposal, the Secretary-General shall likewise have them registered in the Secretariat of the League. All detailed regulations regarding conditions of registration, the communication of entries and the cancellation of entries, identification marks on aircraft showing that they are on the service of the League, certificates and licences for the crew, and other documents generally required by international Conventions, shall be laid down by the Council of the League of Nations after consulting the competent international bodies.

“ Should aircraft used for communications of importance to the working of the League be required to fly over a State, the Secretary-General of the League will endeavour to give that State due notice by suitable means of the identification marks of the aircraft, of the route to be taken and of the persons on board — the crew and the passengers to be provided with documents certifying their status and mission.

“ This resolution is not to be understood as affecting the liberty of any State to prohibit its territory being crossed by aircraft registered in another State when such prohibition appears justified by motives of national safety. In such case, the State in question should do everything to ensure that the journey is completed by air as quickly as possible under conditions to be determined by the negotiations above referred to.

“ The Secretary-General will report to the next Assembly on the steps taken to ensure the execution of this resolution.”

The CHAIRMAN opened the discussion on the substance of the question. When the representatives of the various Governments had expressed their views, the matter could be submitted to a sub-committee which would be instructed to examine the wording of the draft resolution very closely.

Dr. GÖPPERT (Germany) thought that, generally speaking, the proposed text was very satisfactory. He would only make objections in regard to a few points.

In the first place, he wondered whether it was really necessary to make provision for aircraft which would be the property of the League of Nations itself. The task of the Committee was to study the measures necessary to ensure to aircraft engaged in journeys connected with the working of the League at times of emergency the necessary freedom of navigation and passage to enable them to fulfil their mission.

What the Committee should therefore consider was what would happen in a time of emergency. Could it really be maintained that, in order to ensure an aeroplane service at such a time, the League of Nations required to possess aeroplanes on its own account? He felt sure that the answer was in the negative. The Secretary-General would always be in a position to conclude contracts with aerial navigation companies of Switzerland or neighbouring countries by the terms of which the aeroplanes which he needed would, if necessary, be put at his disposal. Dr. Göppert would remind the Committee of the enquiry which had taken place as a result of the Council's resolution of December 1926, and the satisfactory results which had been achieved. To attain the object in view it would not be necessary, therefore, for the League to possess aircraft.

The possession of even a single machine would constitute a heavy burden for the League. Without taking into account the expenses entailed by such a machine, which would certainly be a matter for consideration by the Fourth Committee and the Supervisory Commission, the Committee on Arbitration and Security might well wonder what missions that aeroplane would perform in normal times since, fortunately, times of emergency were the exception. It would have to be used somehow if only to ensure that it was kept in proper working order. The journeys it made might cause accidents, for which the responsibility would fall on the League; it was better to avoid this.

Finally, progress in aerial navigation was so rapid that the aeroplane would soon become out of date, and would have to be replaced even before it had been used for the object for which it had been destined.

For all these reasons, Dr. Göppert thought that any reference to the possibility that the League should possess aircraft for itself should be removed from the text.

He would also draw attention to another aspect of the problem, to which Count Bernstorff had referred in the previous year in the Third Committee of the Assembly. A number of countries were subject, under the treaties, to restrictions in regard to aerial navigation. They possessed neither military nor police aeroplanes. They were thus deprived of a very important means in the possession of other countries for the control necessarily imposed, at times of emergency, on all aeroplanes flying over their territory. In those circumstances, such countries ought to derive greater benefit than the others from the permission, provided for in the text, to make exceptions to the general rules regarding the conditions of transport granted to the League of Nations.

M. SOKAL (Poland), in agreement with Dr. Göppert, said that the main lines of the draft resolution drawn up by the Advisory Committee for Communications and Transit were quite satisfactory. He could not, however, agree with the observations of the German representative.

M. Sokal would recall that, at the time when M. Paul-Boncour had laid special emphasis on the necessity of placing rapid means of communication at the disposal of the Council, the question of aircraft had been raised. Reference had been made to aircraft belonging to the League, and it was obviously a very important and very effective method of assisting any action taken by the Council during a time of emergency. This view had never been abandoned, and the representative of Poland was quite unable to agree that aeroplanes placed at the disposal of the League of Nations and belonging to national civilian aircraft companies met the case and provided a final solution for the problem. On the contrary, in his view, the essential preoccupation of the Committee should be to provide the Council of the League with its own suitable means of action, and if the possibility of using, as a transitory and provisional measure, national aircraft placed at the disposal of the League of Nations was contemplated, it was because of the wish to attain the desired object as rapidly as possible. That object, however, remained the same as had already been defined. It was to provide the Council with aeroplanes belonging to the League of Nations.

If the Committee took this view — and M. Sokal felt sure that it would do so — it should retain the draft resolution drawn up by the Advisory Committee for Communications and Transit and interpret it in the following manner. It was proposed to establish two categories of aircraft, namely, aircraft belonging to the League and aircraft which, while belonging to

national forces, would be placed at the disposal of the League. Facilities must be granted to these two categories of aircraft. Obviously, all the necessary facilities would be granted to aircraft belonging to the League. There would be no opposition to granting the same facilities to the second category of aircraft, provided that that second category should be considered — and M. Sokal would insist on this point — to be a provisional arrangement, to last until the Council of the League possessed its own means of action.

Baron ROLIN JAEQUEMYS (Belgium) said that he had no instructions from his Government on the question whether the League should possess an air fleet or not. Moreover, he thought that this question did not come within the competence of the Committee. The recommendations contained in the proposal of the Advisory and Technical Committee for Communications and Transit referred to certain legal hypotheses. The idea of aircraft belonging to the League was not excluded; if, however, the Committee decided to consider the various hypotheses, that did not in any way mean that the principle of the acquisition by the League of an air fleet must be regarded as accepted. On this point, Baron Rolin Jaequemys regretted that he could not agree with M. Sokal.

The League would, he thought, take a decision in due time on the question whether or not it should have an air fleet, but that matter was outside the jurisdiction of the Committee. If the League owned an air fleet, the latter would enjoy certain privileges. If, on the other hand, it used aircraft belonging to various countries for the purposes of its communications, such aircraft would also enjoy certain privileges.

In conclusion, Baron Rolin Jaequemys thought that the Committee should consider certain legal hypotheses and make proposals to the Assembly in this sense. If it went further, it would be exceeding the limits of its competence.

M. SOKAL (Poland) observed that he had not urged that there was any need for the Committee to decide immediately that the League should at once acquire aircraft. He pointed out, however, that the Committee on Arbitration and Security was essentially a political Committee and not a legal one. In these circumstances, and without prejudging the final decision, which it was not for the Committee to take — on this point M. Sokal agreed with the Belgian representative — he maintained entirely his point of view, namely, that the aircraft possessed by the League would enjoy certain facilities which would have to be defined, and that the other category of aircraft would take a second place, though it would likewise enjoy facilities which would also have to be defined. The first category must, however, be regarded as the principle one; that was the true solution of the problem. The second category provided only a provisional or intermediate solution, and did not in any case exclude the first category. There could be no doubt on this point.

Further, the Committee must not confine itself to examining solely the legal point of view. It must define the advantages likely to result from the granting of certain facilities. In examining this problem, the Committee must always remember that it had full authority to decide that the first category of aircraft, that was to say, aircraft belonging to the League, would be far more satisfactory than the second category, which could only be accepted as a subsidiary and provisional solution.

This, however, did not of course in any way anticipate the decision to be taken by the Council or the Assembly. It was in these conditions, and subject to an interpretation of this kind, that M. Sokal would be prepared to agree to a recommendation, but he would have to reject any proposal which excluded here and now the category of aircraft belonging to the League.

Viscount CECIL OF CHELWOOD (British Empire) said that the British Government accepted the substance of the proposals made by the Advisory Committee for Communications and Transit.

With reference to the question raised by M. Sokal, Dr. Göppert, and Baron Rolin Jaequemys, he thought the Committee might congratulate itself on the very auspicious beginning of its discussions, because it was quite clear that all three were in agreement. M. Sokal had not proposed that a League aeroplane should be brought into existence immediately or in the near future. Baron Rolin Jaequemys — and in all probability Dr. Göppert — did not exclude the possibility that, in the future, the League should possess an aeroplane. The time might well come, in ten or fifteen years, when everybody would have aeroplanes, and in that case it might well happen that the League would have its own aeroplanes just as it had its own motor-cars. All that the document before the Committee stated — and it seemed a very simple proposal — was that any aeroplane used for the communications of the League should be registered in the League. It did not matter whether the aeroplane belonged to the League or to somebody else; it must in all cases be registered in the League. That was the whole proposal, and he thought that all the members of the Committee were agreed so far as it was concerned.

Another question to be discussed was whether the Committee should adopt a resolution or draw up a convention. Lord Cecil's view was that it seemed desirable first to move a resolution, because he agreed with the Secretariat in thinking that that would be the most practical and rapid way of proceeding. Since, however, that would, in effect, be an amendment of the existing Convention, an amending-convention should also be prepared in order to regularise the matter so far as the existing Convention was concerned. He thought, therefore, that both were necessary. The first step should be a resolution showing what the Committee wanted to do; subsequently, it would be a very simple matter for the terms of that resolution to be put into the form of a convention.

M. MASSIGLI (France) was authorised to state that his Government accepted the principles laid down in the draft resolution and the proposal as a whole. When the Committee came to discuss details, he would, however, have certain observations to make on points of drafting.

He wished, nevertheless, to refer to a question which he reserved his right to explain in greater detail later when the Committee came to examine the text, but which seemed to him to be one of principle. The penultimate paragraph of the proposed resolution stipulated that the countries retained their liberty to prohibit, in certain given circumstances, aircraft registered in another State from flying over their territory. In the French Government's opinion, this idea that the liberty of a State to prohibit aircraft from crossing its territory had something to do with the country of registration was perhaps incorrect and was not in accordance with the aim in view. The French delegation did not think that it was the country of registration which was important, but the nationality of the crew. M. Massigli would propose an amendment in this sense in due course. He had wished, however, to put forward immediately this consideration so that his colleagues might reflect upon it. In his opinion, a change of that kind would meet the wishes of all members of the Committee; it would, at the same time, make it possible to facilitate the working of the proposed system and the placing at the League's disposal of aircraft belonging to different nationalities.

As regards the question raised by Lord Cecil, M. Massigli thought that the Committee, if it wished to do useful work, should confine itself to adopting a resolution.

The question whether the text proposed by the International Commission for Air Navigation should be accepted or not, lay perhaps outside the purview of the Committee. The amendment or rectification of that text would possibly place in a difficult position the delegations of those Governments which were not Members of the International Commission for Air Navigation. On the other hand, an agreement as to the principles to be incorporated in the special conventions to be concluded between the Secretariat and each country concerned was entirely in conformity with the Committee's terms of reference. This did not mean, however, that the countries which were members of the International Commission for Air Navigation would not consider it desirable in their turn to embody in amendments to the convention the principles thus laid down. It would suffice, when agreement had been achieved on the principles, to forward to the members of the International Commission the texts adopted by the Committee, leaving it to the former to insert them in the convention concluded between them. Care must be taken not to complicate the questions involved and so create difficulties for the States which were not represented on the Commission.

General DE MARINIS (Italy) thought it would be better to adopt a resolution. It would then be easy to turn it into a treaty.

The Italian delegation entirely agreed with the principle on which the resolution proposed by the Advisory Committee for Communications and Transit was based. It also shared M. Massigli's point of view concerning the amendment to be made in the penultimate paragraph of the proposed resolution.

M. ITO (Japan), speaking on behalf of his Government, said that he entirely concurred in the principle contained in the draft resolution of the Advisory Committee for Communications and Transit.

With regard to the question raised by Lord Cecil and M. Massigli, M. Ito thought that the Committee's task was to prepare a draft resolution, leaving it to the competent bodies to transform it into a convention.

MUNIR BEY (Turkey) observed that Article 100 of the Treaty of Lausanne made it binding on Turkey to adhere to the Convention for the Regulation of Air Navigation. Under the annexed Protocol of 1920, however, that provision had been made subject to the condition that Turkey would be granted the derogations required by its geographical situation. As those conditions had not been fulfilled, the Turkish Government had not adhered to the Convention.

In the next place, the proposal under discussion said that the facilities to be granted to aircraft ensuring air communications connected with the work of the League were included among the obligations of the Members of the League and were identical with those granted by existing international Conventions to Government aircraft. Turkey was not a Member of the League and the Turkish Government was not bound by the 1919 Convention. The Turkish delegation did not accordingly consider that it had to take part in the discussion on this question.

The CHAIRMAN proposed that a Drafting Committee should be set up to prepare a draft resolution and that, in order to meet a suggestion made by M. Cobián, the delegations should be asked to send in their observations in writing. This method would save time. The Secretary of the Committee for Communications and Transit, M. Haas, would be at the Committee's disposal from Thursday. The members of the Drafting Committee and those of any other sub-committees which might be proposed would be nominated at a later meeting.

The proposals of the Chairman were adopted.

7. Examination of the Draft General Convention drawn up on the Basis of the Draft Treaty to strengthen the Means of preventing War : Question of Procedure.

The CHAIRMAN proposed that the Committee should discuss the draft as a whole and should then take the articles one by one.

Viscount CECIL OF CHELWOOD (British Empire) asked whether a general discussion was really necessary. The general principles of the treaty had been discussed probably half a dozen times already, and the treaty had been approved by the Assembly in principle. The real business of the Committee was now to decide what the text should be. If the Committee adopted that view, he suggested that it might be wise to adjourn the consideration of the question. The proposals put forward by his delegation (Annex III) were not yet quite complete. He thought he would be able to complete them by the afternoon, and, if the Committee decided to adjourn now, he would then be able to put before it the exact position taken by the British Government on the matter. He did not want to oppose a general discussion if anyone desired it, but merely wondered if there was anything to be said in a general discussion which would be new.

M. MASSIGLI (France) agreed that the discussion should be adjourned to the next meeting. This step seemed to him all the more desirable in view of the fact that the British delegation had been the first to make the proposal before the Committee and, in consequence, its views were an essential element in the discussion.

He thought, however, that it was absolutely necessary to have a general discussion and he did not agree with Viscount Cecil that the principles in question had already been approved. These principles had been approved in the case of a special convention. The present case, however, was quite different and the Committee had been instructed to ascertain whether it was possible to draw up a general convention. It was therefore essential, in the first place, to lay down the principles which should form the basis of such a convention. As long as the views of the various delegations in regard to those principles had not been expressed, it would be impossible to discuss the articles in detail. For example, Article V was the dominating factor, and as long as the Committee was unacquainted with the views of the members regarding the principles contained in that article, a discussion on the details would be useless.

Viscount CECIL OF CHELWOOD (British Empire) said he did not wish to adjourn the general discussion until the following day, but was prepared to enter on it immediately. If M. Massigli desired to discuss any general principle, no one could be more anxious to hear what the French delegation had to say than himself. He had not thought there was any question of a general character which still remained to be discussed, but if there was the Committee might discuss it now.

General DE MARINIS (Italy) supported the proposal to adjourn the discussion to the following day in view of the fact that the British proposal had only just been distributed and required to be carefully examined by the various members.

The discussion was adjourned to the next meeting.

THIRD MEETING

Held on Wednesday, April 30th, 1930, at 10.30 a.m.

Acting Chairman : M. UNDÉN (Sweden).

8. Examination of the Draft General Convention drawn up on the Basis of the Draft Treaty to strengthen the Means of preventing War : General Discussion.

The CHAIRMAN observed that the members of the Committee had received a synoptic table giving the various observations of the Governments. A last proposal by the British delegation had also been distributed (document C.A.S.98(a)) (Annex IV).

M. MASSIGLI (France) said that the draft Convention, the possibility of extending and generalising which the Committee had been instructed to consider, was based on the idea of supplementing the obligations of the Covenant as they stood at present in Article 11.

This idea was formulated, for instance, in the memorandum of January 27th, 1928, in which the German Government had communicated its observations to the Committee on Arbitration and Security. The memorandum said :

“ A careful investigation of the possibilities offered by Article 11 of the Covenant cannot fail to lead to a series of practical proposals. These can be supplemented by special voluntary undertakings going beyond the scope of the Covenant, undertakings which can no doubt form the subject of an agreement between a large number of the Members of the League.”

The idea occurred again in Baron Rolin Jaequemyns' report on the suggestions submitted by the German delegation to the Committee. After referring to Article 11 of the Covenant, Baron Rolin Jaequemyns had said :

“ The German suggestions, however, go even further. The fundamental idea lies in the proposal that States should assume an explicit undertaking in advance to accept the Council's recommendations.”

Thus new obligations would be added to the obligations of the Covenant.

The same idea was also to be found in the introductory note in which the Assembly of 1928 had commented on the draft treaty for the prevention of war.

Lastly, the idea was expressed in the preamble to the treaty, which mentioned the “ undertakings assumed voluntarily in advance by the States ”.

The framers of the draft had wished to add something to the obligations of the Covenant. That was perfectly legitimate. Article 11 imposed certain general duties on the Council, but it contained no special obligation for the Members of the League. The question now to be considered was whether it was possible to define the obligations of the States Members in order to strengthen the armoury at the Council's disposal for the prevention of war.

The French delegation was prepared to undertake this study. The programme was too laudable to allow of any disagreement among the members of the Committee on this point. Defined, however, in this way, the object in view involved certain consequences of a serious nature. Article 11 of the Covenant, according to the interpretation given to it, conferred on the Council only the right to make recommendations, which the countries concerned were free to accept or refuse. If it were not proposed to embody any stipulation that would be binding on the parties, a convention was perfectly useless, since it would only add yet another element to the various “ valuable guides ” already at the Council's disposal. Furthermore, as it would introduce nothing that was effective, it would unquestionably do more harm than good. The liberty of action granted to the Council under Article 11 would, to a certain extent, be limited ; the position which was at present fluid would be crystallised and the rights of the Council would be restricted.

The Convention would have no practical bearing unless the measures prescribed by the Council for such cases were valid without the assent of the parties concerned.

The French Government was prepared to accept this principle and, in consequence, to study the measures that might be taken without the assent of the parties concerned.

There was another principle on which M. Massigli thought a clear pronouncement essential. The Committee was in possession of a model treaty which was offered for signature by those States which were prepared to accept its provisions. The question now before the Committee related to a different matter, namely, a general convention which, in principle, must be signed by all the Members of the League, a convention, therefore, which was to apply regardless of the dispute contemplated, regardless of the type of hostilities to be stopped or foreseen. A general convention must be applicable to all sorts of cases and cover all thinkable hypotheses, while its provisions must be in accordance with the general object in view.

This situation gave rise to certain consequences. The Committee had to consider whether it was possible to confer new rights on the Council, but that immediately implied that the Council would have new responsibilities within the measure of these new rights. This was a very important point. It was desired to say to the countries : “ You are about to agree that, in the event of your being threatened by a dispute, you will not take the precautionary measures that appear necessary to you ; you undertake to leave it to the Council to prevent the outbreak of hostilities ”. It was surely obvious that the country in question would reply : “ I agree, but I do not know what will happen. I do not know what measures the Council will prescribe. Will the measures that I am prepared to accept be accepted and carried out by the other State ? What will happen if it does not abide by them ? What will happen if, relying on the Council and on its action and having refrained from taking the precautionary measures which, in the absence of the Convention, I should have taken, I am nevertheless attacked ? ”

This was an inevitable problem and there was no need to emphasise its gravity.

In this connection there was an argument from which the French delegation had never deviated and could not deviate. Indeed, in order to define the French delegation's position, it was only necessary to repeat the actual terms used by M. Paul-Boncour at the meeting of the Committee on June 30th, 1928, when he had defined the problem as follows :

“ You have already seen that nations will not deliberately sign a treaty binding them in advance to accept conservatory measures which, in the case of a dispute, might place them in a difficult situation unless they are assured beforehand that, once the measures have been ordered, their execution may be supervised. Again, if these measures are not observed, if one of the parties — despite the Council's injunctions — refuses to submit to them, is the Council to remain inactive ? Does not the obligation to comply with the measures provided for in advance involve the obligation of mutual assistance for the nation complying with those injunctions, which is attacked by the nation that has not complied with them ? . . .

“ I cannot conceive of these definite engagements with regard to conservatory measures without a definite guarantee of mutual assistance in the case of their observance by one of the parties and violation by the other.”

To sum up — and the point must be noted — the entire question of supervision and sanctions was raised. The Council must only prescribe measures, the execution of which

it was able to supervise ; measures the violation of which would create a situation so clear and so definite that there could be no hesitation as to the conclusions to be drawn and the action to be taken. In a word, there was a close connection between the measures which the Council would be empowered by the Committee to take and the means and possibilities of action to be conferred by the Committee on the Council for the supervision of the execution of those measures and the prevention of their violation.

M. Massigli fully realised that the objection would be made that he was raising a very serious problem, the following up of the different consequences of which had given the utmost difficulty in the past six years. That was true, but the fact that the problem arose was not due to the French delegation. The problem existed. Any effort that might be made to keep these intricate questions in the background would not prevent their cropping up as obstacles at every turn in the road. Hence, they must be approached frankly.

If, however, the Committee desired to solve the problem that had been raised — and the French delegation for its part was resolved to achieve something practical and to arrive at concrete results — it must study that problem under conditions which would enable it to overcome the difficulties. The powers to be conferred on the Council must be understood in such a manner that the Committee would be able to reach an agreement easily, both as to the consequences resulting from those powers in regard to supervision and as to those implied by the necessity of providing sanctions in the event of violation. Measures must be contemplated which it would be easy to supervise, measures of such a character must be provided that it would be simple to appreciate their violation and of a seriousness which would exclude any hesitation as to the consequences to be drawn from them. The problem must be expressed in simple and plain terms.

M. Massigli had desired to submit these questions, although at the present stage of the discussion and in the absence of any adequate information concerning the feelings of the other members of the Committee he did not propose for the moment to outline any solutions. Solutions could be found. The French delegation had reflected on the matter and believed that it was possible to define certain concrete cases and to foresee certain definite situations for which a convention such as that contemplated would certainly result in important progress as compared with the existing state of affairs.

The nature of the solutions to be sought, however, depended entirely on what opinions were expressed by the members of the Committee in regard to the questions which he had just put and, most particularly, to the first question, namely, whether it was agreed that the Convention to be drawn up should operate without the consent of the parties to the dispute. That question was fundamental ; it dominated the entire problem. The French delegation put it before the Committee in the hope of elucidating the discussion and of making it easier to find a solution.

M. Ito (Japan) observed that, according to the terms of the resolution adopted by the last Assembly, it was the Committee's duty " to consider the possibility of establishing a draft general convention ". M. Ito thought he was right in saying that this resolution had been voted in consequence of a motion presented by the British delegation to the Assembly.

On this point, the Japanese representative on the Committee on Arbitration and Security, like the Japanese delegate on the Third Committee of the last Assembly, had invariably observed the same attitude. At the third session of the Committee on Arbitration and Security the Japanese representative, basing his remarks on the arguments developed by the British delegation, had said that such a convention should be concluded between countries in similar circumstances. It should therefore be established on the regional basis or on the bilateral basis. The Japanese delegate on the Third Committee of the last Assembly had expressed the same point of view. The Japanese delegation still considered that such a convention should not be a general one, owing to the differing circumstances in which the various countries were placed, a fact which would make it very difficult to generalise the measures to be taken in time of emergency.

If, however, the majority of the Committee were in favour of establishing a general convention the Japanese delegation would not object. It would reserve its right to submit later observations on the various articles when they were being discussed.

VISCOUNT CECIL OF CHELWOOD (British Empire) said that from the two previous speeches it would appear that the Convention might be regarded as much more important than he had hitherto assumed. He had always regarded it as a very simple matter indeed.

Under Article 11 of the Covenant the Council was given very wide powers to deal with any situation which involved war or a threat of war and to make recommendations of a very extensive character to prevent it. Three years previously, largely at the instigation of the French delegation, a small Committee had been appointed to draw up not a complete series of recommendations on the subject, but some illustrative recommendations. He himself, together with M. de Brouckère and M. Titulesco, had sat on that Committee, which had drawn up a rather elaborate code of the kind of action the Council might take under Article 11. The code was by way of illustration and in order to make the situation more complete and understandable than before. The Committee's work had been very largely due to the continual insistence by the French delegation on the desirability of making the general position more precise. Originally, the discussion had ranged round Article 16, but M. de Brouckère had pointed out that the really effective article of the Covenant for the purpose in question was Article 11, and, consequently, the Preparatory Commission (the present Committee not being then in existence) had devoted its attention to meeting the French thesis by making more clear and definite the obligations under Article 11.

That had been a step forward, though not a large one. In matters of this kind, however, where it was necessary to meet the views of all the Members of the League, with their very diverse outlook on world affairs, it was only possible to advance by degrees; only one step at a time could be taken.

The German delegation had subsequently suggested what Lord Cecil regarded as another small though desirable step forward. It had said that the Members of the League, in agreeing that those powers belonged to the Council, were under a moral obligation to see that they would be effective if exercised; it was impossible to give a great international body like the Council certain powers and then say that no attention would be paid to their exercise. The German proposal accordingly was that the obligation, which so far was only moral and implied, on Members of the League to carry out the recommendations of the Council should become a definite contractual obligation, and that the Members of the League should say: "We are now prepared to go a little further; as honourable Members of the League we have always in effect been bound by this obligation, but we are now prepared to say in so many words that we accept contractually and beforehand the moral obligation that already rests on us under Article 11".

Viscount Cecil begged M. Massigli not to take up the attitude that the advance was so very small that it was scarcely worth making. The question of security, which had been of primary interest to the French delegation from the outset, was extremely difficult, thorny and complicated. No progress would be made if it were sought to cover the whole distance at one bound; the point was to see whether a small advance could not be made in the direction which both M. Massigli and himself desired to see taken. The present proposal seemed to him to be a step in the right direction, though a small one. To say that because it was small it should never be taken at all meant, he was afraid, that no advance would be possible, and therefore Lord Cecil begged M. Massigli to consider whether it was wise to "quench the smoking flax" and whether it was not better to take whatever could be obtained and then ask for more.

M. Massigli had raised two main questions. In the first place, he thought it should be made clear that, in any question of unanimity under Article 11, the votes of the parties to the dispute should not be counted. To some extent, however, that principle was admitted in Article 5 of the draft and when that article was discussed he would be interested to hear how much further M. Massigli thought it was necessary to go. On such a question it was important not to go further than would command general assent. It was no use drawing up a Convention which would not be generally accepted. Personally, he would not express an opinion on the question whether Article 5 should, or should not, be extended, but he thought the question of principle did not arise, since under that article it was conceded that, at any rate in certain cases, the votes of the parties ought not to be counted. When Article 5 was discussed, the Committee could see whether it went far enough as drafted. Personally he would do his best to agree with any suggestion M. Massigli might make, without of course pledging himself until he knew what that suggestion was. On the first and main question raised by M. Massigli, therefore, his answer was that the point did not arise at the present stage, and that if M. Massigli did not obtain satisfaction when Article 5 was discussed it would be open to him to say that, in those circumstances, his delegation took no further interest in the Convention. It was to be hoped, however, that that course would not be adopted.

M. Massigli's other point was that under Article 11 of the Covenant the Council was empowered to take any steps it thought desirable, or to recommend such steps, for preventing war, and that that might involve the making of recommendations which it would be dangerous for one of the parties to accept, and which, if the party was bound to accept them, might put it into such a position that it would require assistance in order to justify the acceptance of the recommendation.

Personally, he did not understand Article 11 in that sense and had never done so. The Council, in making any recommendations to prevent hostilities, would have to consider what could be safely done and would have to make fair and reasonable recommendations; it would not be entitled to make a recommendation which would imperil the safety of a State. Its only object under Article 11 was to prevent aggression by each of the States. It was always necessary to proceed on the assumption that the Council was not going to prove an unreasonable body. If it was not believed that, when the Council acted unanimously — with or without the consent of the parties — it would act reasonably, there was not much use in continuing the existence of the League at all, at any rate in regard to that part of its activities at present under discussion, for these depended on confidence being shown in the Council. That was the foundation-stone on which the whole structure of the League was based and therefore it must be assumed that the Council would not make an unreasonable recommendation.

Assuming, however, that a recommendation which was perfectly reasonable on the face of it subsequently proved to be one which increased the hazard of one of the parties, and assuming that the other party took advantage of that circumstance and resorted to war, Article 16 would come into play.

It had always been Lord Cecil's view that the supposed difficulty of defining the aggressor was much smaller in reality than it seemed on paper, because, if the system of the Covenant operated at all, there would be a preliminary stage in which the parties would be more or less face to face. At that moment, the Council would give directions to avoid the outbreak of war, and the attitude of the two parties towards those directions would be conclusive as to which was really the aggressor and which the victim. It would be easy, therefore, to put into force the sanctions of Article 16 against the party which, by its conduct after the intervention of the Council, had shown itself to be clearly the aggressor.

The sanction that M. Massigli desired accordingly existed already in Article 16. Lord Cecil would not refer to the possibility — he hoped the probability — of the acceptance of the work which he and some of his friends had accomplished a few weeks previously in making a little clearer the interconnection of the Pact of Paris and the Covenant of the League, and which he thought would help matters.

The particular proposal now before the Committee seemed to him a useful though not a very extensive one, and on those grounds he supported it. M. Ito, however, had said that his Government had some doubt as to whether a general Convention was desirable. If, however, M. Ito had followed what Lord Cecil had just said he would see that it was not a question of introducing a new principle but simply of transforming a moral obligation which already existed into a contractual obligation and thus of strengthening to some extent, as the Preamble suggested, the means of preventing war. There was no question of creating a new conception which some might think it would be better to assume only in connection with certain countries; the intention was merely to make rather more effective the obligations which already existed under the Covenant. That was how Lord Cecil understood the Convention.

He earnestly hoped that the Committee, whatever view it might take as to its desirability or importance, would at any rate proceed to the consideration of the actual, definite, special provisions of the Convention, and see what could be made of it. After that had been done it would always be open to any of the Governments, or to the Committee itself, to say that such a Convention was not worth while. He hoped that that would not be the attitude ultimately taken up, but surely any decision to adopt such an attitude could well be left until the Committee had done its best to make the draft Convention, within the limits he had sketched out, as effective a document as possible.

M. RUTGERS (Netherlands) said that the Netherlands delegation was entirely in favour of the draft, which in no way involved a modification of the Covenant nor the conclusion of a Convention binding on all Members of the League. The only object of the draft was to establish a treaty open to the signature of all States and only binding on them when their adhesion had been given.

It could be objected that the difference between such a treaty and the model treaty was not very great, for no State could be bound by it before it had signed. To this, however, could be replied that to open a protocol of signature in the Secretariat of the League had a certain suggestive force. By opening the Protocol for signature by the States, the League of Nations was extending its protection to a Convention to which the Committee could give a practical shape.

M. Rutgers had listened to M. Massigli with great interest. Contrary to the view of the French representative, however, he thought that the draft treaty might well increase security.

When the question of security was discussed the difficulty lay in determining who was the aggressor. The provisions, however, of the contemplated treaty and the action of the Council consequent upon those provisions would facilitate the definition of the aggressor. The Council would have an opportunity of prescribing measures. It would then be possible to ascertain whether the parties to the dispute were carrying out their obligations to conform to those measures. The Convention would therefore have a fortunate effect by increasing security.

M. Rutgers thought, on the other hand, that there was a misunderstanding concerning the contents of the draft. He had reached this view in reading the observations of the Swiss Government on the draft treaty. That Government wished to amend Article 1, by the terms of which the contracting parties undertook, should a dispute arise between them, to accept the provisional recommendations of the Council. The Swiss Government had asked that mention should only be made of military measures. Article 1, however, far from referring to military measures, excluded them. It spoke only of measures dealing with the subject of the dispute.

The idea that a misunderstanding had occurred had returned to M. Rutgers when listening to M. Massigli, who had quoted a speech made by M. Paul-Boncour during the third session of the Committee. That speech had referred to the second suggestion of the German delegation, which was to the following effect:

“ In case of threat of war, the States might undertake in advance to accept and to execute the recommendations of the Council to the effect of maintaining or re-establishing the military *status quo* normally existing in time of peace.”

M. Paul-Boncour had been opposed to this suggestion, he had criticised the expression “ military *status quo* normally existing in time of peace ”. As the result of his observations the second suggestion of the German delegation had been rejected.

There was a third German suggestion, however, covering the case in which hostilities had already begun and making provision for an armistice. Lord Cushendun had criticised the proposal that the Council should decree an armistice, and had submitted an amendment to this suggestion which had been accepted in principle. M. Paul-Boncour had said that he fully agreed with Lord Cushendun. The criticism of M. Paul-Boncour, based on the idea of security, had applied only to the second German proposal, which had not been accepted, and not to the third suggestion, which amended by Lord Cushendun in agreement with M. Paul-Boncour, had become Article 3 of the draft now submitted to the Committee.

This being so, M. Rutgers wondered whether it was really to be feared that the Council could, in virtue of the contemplated Convention, prescribe military measures which would weaken the position of one of the parties to the dispute. The scope of Article 3 seemed to

M. Rutgers on the contrary to be extremely limited. It could be summarised in two words, which were: "Cease fire". It provided measures of which the object was to cause hostilities to cease and which were in no way designed to endanger the security of any country.

His conclusion was, therefore, that security, far from being weakened, would be strengthened by the power given to the Council to make recommendations which the parties were compelled to accept in advance. The Members of the League of Nations would find in this a new method of determining the aggressor if it were necessary to do so.

General DE MARINIS (Italy) said that the position of the Italian delegation was exactly the same as that of the Japanese. It had upheld the same principles during previous discussions and had stated its preference for special treaties and considered too general treaties to be ineffective. In this respect, it would be enough to recall the very long discussions which had taken place on this point for the Committee to be in a position to realise the complexity and delicate nature of the problem which consisted in settling the action of the Council and of confining it to a rigid procedure. The authors of the Covenant had not felt equal to doing so. That difficulty sensibly increased when the case concerned not two contracting parties only, which might be in a position, by taking their own situation into account, to provide fairly completely for the measures to be adopted with a view to meeting possible divergencies of view, but when it concerned several States the situations of which differed to a greater or less degree. To draw up a general treaty it would be necessary, in this case, either to adopt rather vague formulæ which might be applied to the various possible cases, or else to construct a very complicated mechanism of which the object would be to cover every possible eventuality.

If the first solution were adopted, great difficulties would be encountered for Governments which were not ready to assume ill-defined undertakings. In this connection, he wished to state that the Italian Government attached particular importance to being informed in advance of the scope and exact limit of the undertakings which it might be asked to assume.

As far as the second solution was concerned, the discussions which had taken place when the model treaty had been drawn up at the third session of the Committee had shown that such mechanism gave rise to very great difficulties in regard to its application, and that it probably constituted an ineffective solution which would greatly increase the responsibility of the Council. This was important not only in the case of the parties adhering to the general Convention but also for every member of the Council whose task would be very heavy and whose responsibility would be very great.

All these difficulties, however, would certainly be removed if the problem were viewed in its full scope, and M. Massigli had done so very remarkably in his very interesting speech. M. Massigli had shown that it would be possible to adopt a Convention of this kind provided that certain problems were solved, for example, the control of sanctions and the previous undertaking to be assumed by the contracting parties to apply every measure which the Council might decide to recommend, even if they did not participate in the vote of the Council.

Viscount Cecil, in his remarkable speech, in referring to the fears of the French representative, had said that the Covenant contained moral obligations which must be transformed into contractual obligations. He had not, however, defined them. M. Massigli, on the other hand, had gone a little further, had defined those obligations and had sought to draw the Committee's attention to their importance. If, however, it were a question of adding to these obligations by means of a convention, why should not a more direct course be taken? It was a question of increasing the powers of the Council and the obligations assumed by Members of the League of Nations. This amounted therefore to amending the Covenant and, in those circumstances, why was it necessary to draw up a convention? This solution did not appear to be either the most regular or the most logical. It would be preferable to amend the Covenant direct.

Viscount CECIL OF CHELWOOD (British Empire) pointed out that this action had been taken in connection with the Pact of Paris.

General DE MARINIS (Italy) next recalled that M. Rutgers had maintained that he saw no great difference in substance between the model treaty which had been drafted and the general Convention now contemplated by the Committee. He thought that that Convention would not be compulsory but would be open to the signature of those who desired to adhere to it.

Did not the Netherlands representative think it somewhat inconvenient to establish within the League a group of States bound by stricter rules than their co-Members? This solution would be admissible if only two or a small number of States were involved, although the result would always be an increased responsibility on the part of the Council, whose duty it was to supervise the execution of the undertakings adopted by these States. General de Marinis, however, did not think it desirable that a large group of States bound by stricter rules should be established within the League.

In conclusion, he was prepared to co-operate in the details of the Committee's work, but he awaited with great interest any observations on the possibilities which the other members might see of giving this Convention a positive and practical form.

Dr. GÖPPERT (Germany) said that Viscount Cecil's interpretation of the suggestions made in 1928 by M. von Simson was correct. The object of these suggestions had been to transform into legal and contractual obligations, obligations which had hitherto been only of a moral kind. Such a transformation would certainly not constitute a very big step in advance but nevertheless a measure of progress which could certainly be described as important would have been achieved.

The German delegation was happy to note that the ideas put forward on that occasion by M. von Simson had fallen on fertile ground. The Committee in 1928 had confined itself to drawing up a model treaty and in recommending it to the Governments. The question now before it was to transform this model treaty into a general Convention. The German delegation was convinced that to do so would be to make appreciable progress, and it was therefore grateful to the British delegation for having taken this initiative. It hoped that the representatives of Italy and France would discover, during the course of the discussion, that they were entertaining an exaggerated idea of the possible difficulties.

Dr. Göppert had read with special interest the proposal of Viscount Cecil concerning the recommendations which the Council might make in virtue of the first paragraph of Article 11 of the Covenant. The British delegation was in this respect returning, to a certain extent, to the second suggestion made by M. von Simson regarding certain recommendations of the Council of which the object would be to maintain, or re-establish, the military *status quo*. That suggestion had not been included in the model treaty. When this text as a whole was examined it would be noted that something was missing.

Articles 1 and 2 covered the case in which a dispute had not yet reached the acute stage. Article 3 covered cases in which hostilities had already broken out. The intermediate case, when hostilities had not broken out but were to be feared because of the increasing sharpness of the dispute, had been omitted. The British delegation had sought to remedy this omission. The German delegation had had the same desire. It had examined the problem in the light of the discussion which had taken place both in the Committee on Arbitration and Security and in the Assembly. It thought that it would be possible to find a solution to which the former objections made to the second German suggestion concerning the military *status quo* would not be made and which would be such as to give satisfaction to everyone.

In its general lines the solution proposed by the German delegation was similar to the British proposal though there were a number of differences. The German delegation reserved its right to submit its proposal in writing. It ventured to define accurately — and Dr. Göppert thought that in so doing his delegation was approaching the French point of view — the precautionary measures which should be applied, should a danger of war arise, by the signatory States on the recommendation of the Council. The proposal covered the fixing by the Council of a line of demarcation on the territory of each of the States involved in the dispute. The forces of those States would be required not to cross the line laid down in this way, which meant that they would remain a certain distance from each other. This would prevent the occurrence of incidents which might subsequently provoke hostilities, which would, in fact, prevent the rifles from going off by themselves.

Dr. Göppert thought that this solution would constitute in a time of crisis one of the most effective means of preventing hostilities. Experience had proved this in a celebrated case in the history of the League.

Dr. Göppert would return to another point in the British proposals which he thought to be of great importance. He referred to Article 8, concerning the entry into force of the Convention. The British delegation proposed that the Convention should enter into force as soon as two Members of the League had ratified or adhered to it. It was obvious that this was merely a beginning and that the League counted on obtaining a far larger number of adhesions or ratifications. Nevertheless, the German delegation was unable, in this matter, to agree with the British delegation. What would be the position if the first two ratifications were deposited by States whose geographical position made any armed conflict between them almost, if not quite, out of the question? What would be the impression on public opinion if, owing to this fact, the Convention entered into force and if other ratifications did not immediately come to hand after the first two? Even if the adhesion or ratification by three, four, five or six States was obtained, Dr. Göppert did not think that such a situation would be of advantage either for the cause of peace or for that of the League. On the contrary, in his view, it might provoke ill-disposed criticisms of the League.

The German delegation thought, therefore, that the Committee should be careful not to adopt half-measures. The proposed Convention would have no real value unless it were adhered to, and ratified, by a large number of States. M. von Simson had, on several occasions during the previous discussions, emphasised this point. Dr. Göppert said that, in his view, adhesion or ratification was necessary by twenty-five States or at the very least by twenty. If it proved impossible to hope from the beginning that this number of signatures followed by ratifications would be obtained, it would be better to renounce all idea of a Convention.

Dr. Göppert saw no reason to be pessimistic. The entry into force of the Convention must necessarily be subordinate to the condition that it had to be ratified by a number of States sufficient to enable it to merit the name of a general Convention.

M. Massigli had emphasised the fact that the measure contemplated in the Convention should be applicable without the consent of the parties to the dispute. This raised the question of the way in which the Council should vote, a matter already referred to in the German suggestions and discussed at length by the Drafting Committee during the second session of the Committee on Arbitration and Security. The general arguments then put forward against abandoning the provisions of the Covenant in so far as the vote was concerned had made a certain impression on the German delegation. He hesitated to give his views on this question and reserved his right to return to it later.

M. Massigli had also mentioned sanctions. In this respect, Dr. Göppert would associate himself with the observations made by Viscount Cecil and M. Rutgers. He would only add one practical consideration. The League would be required to make use of its conciliatory action in the cases covered by the Convention, and for this the main requisite was patience. If a State did not conform to the first recommendation made it might perhaps obey the

second. A series of attempts should be made so long as any hope of success remained. The application of a sanction, even if the State party to the Convention had accepted it in advance, would be equivalent to a rupture between the League and the State in question. Any fresh attempt at conciliation would then become impossible. It would therefore be dangerous and premature to contemplate sanctions in cases where a State failed to fulfil the obligations contained in the Convention.

Baron ROLIN JAEQUEMYS (Belgium) expressed the regrets he had felt regarding the Assembly resolution of 1929, which invited the Committee on Arbitration to draw up a draft general Convention to strengthen the means of preventing war. He wished also to express the anxiety felt by his Government in this matter. He personally shared the scruples that had been expressed by M. Massigli. He also agreed, up to a certain point, with the objections which had been raised by M. Ito and General de Marinis. He was not of the opinion which Lord Cecil had humourously expressed that the Committee had only to take a small step forward. Quite the contrary, he thought that the step to be taken was most important, since it would have to advance from a model convention to which States could subscribe or not and in which they knew who were their fellow-subscribers, to a general convention. Baron Rolin Jaquemys would have preferred — and perhaps this was also the case with his Government — for the Committee first to have ascertained the degree of confidence which this model convention might arouse, and for which the representative of Belgium felt great sympathy.

At the point at which the Committee had now arrived it would be desirable to close the general discussion, however interesting it might be, and to pass to the discussion of the articles. It would have been preferable, perhaps, for the Committee not to have undertaken this work at the present juncture. It would also have been preferable to have ascertained the welcome that the next Assembly would extend to the amendments proposed with the object of bringing the Pact of Paris into harmony with the Covenant of the League. The Committee, however, had received definite instructions.

All that there was to be said in the general discussion had already been said, and the best course to follow would be to begin the discussion of the articles as soon as possible. Moreover, questions of a general kind would naturally arise in connection with the various articles. He reserved his right in regard to each of them and in regard to the amendments submitted to the Committee, to make any proposal and suggestion which appeared to him useful. Despite his scruples which he had just explained, the representative of Belgium would do all that lay in his power to assist the Committee to draw up a text and thus justify the confidence which the Assembly had placed in it.

It would then be for the Assembly and, finally, for the Governments themselves to decide whether this draft Convention should be signed and ratified.

M. COBIÁN (Spain) recalled that he had always supported the League of Nations and been in favour of the peaceful objects which it was pursuing with a perseverance deserving of the warmest praise. For that reason he felt that its prestige would be weakened by multiplying draft treaties all with the same object. He understood, however, that logic was not always a necessity and that sometimes technical considerations must take precedence. The League of Nations possessed its own technique. To attain a particular object it was quite possible to adopt the method of investment, and it was this method which was now before the Committee.

The representative of Spain shared the views of General de Marinis who had said that what the Committee was really called upon to do was to amend the Covenant of the League. This was true, but it was better to say so clearly and definitely and to take advantage of the work done by the Committee, which had been instructed to bring the Covenant of the League into harmony with the Pact of Paris. He quite understood, however, that it might be more practical to draw up a draft general Convention capable of securing the adherence of a large number of States, and only subsequently to amend the Covenant. In any case, all these problems possessed a political aspect which only the Council was competent to consider. For that reason, he suggested that a passage should be inserted in the report to the effect that the Council or the Assembly might discuss whether it would be preferable, in order to attain the object contemplated in the model treaty under discussion, to enlarge the scope of the amendments to be introduced into the Covenant to bring it into harmony with the Pact of Paris.

The CHAIRMAN thought that certain delegations wished to continue the general discussion at a subsequent meeting.

M. SOKAL (Poland) considered that the Committee could vote immediately and without further discussion. In that case, however, the majority would no doubt be against the adoption of a general Convention if it must be limited to reproducing the stipulations of the present model treaty. If the Committee desired to achieve a definite result it would be better, he thought, to adjourn the discussion until the following morning in order to make it possible for delegates to examine the position.

M. Sokal wished to raise a previous question: Did the Committee desire to transform the model treaty into a general Convention? If the reply was in the negative, any detailed discussion would seem to be superfluous. As far as he was concerned, he would be obliged to vote against such a convention reproducing the text of the model treaty in question.

The CHAIRMAN pointed out that, up to the present, it had not been the custom of the Committee to vote on any question until it had been submitted to a sub-committee. The

Committee was, however, free to act otherwise on this occasion. He thought it impossible, however, for the Committee to vote on the question of principle before it had even discussed the contents of the draft treaty.

Viscount CECIL OF CHELWOOD (British Empire) agreed with the Chairman. The Committee had been instructed by the Assembly to point out what could be done to establish a general Convention and, until the Committee had gone through the details and considered what form a general Convention might take, it was impossible to decline to do the work which the Assembly had asked it to do.

M. SOKAL (Poland) said he would naturally follow the procedure which would be adopted. He would, however, find it necessary to develop the Polish point of view and this would be impossible in a short speech. He therefore reserved his right to speak again during the general discussion.

The continuation of the discussion was adjourned to the next meeting.

FOURTH MEETING

Held on Wednesday, April 30th, 1930, at 4.30 p.m.

Chairman: M. BENEŠ (Czechoslovakia).

The CHAIRMAN opened the meeting and wished first to thank M. Undén, Vice-Chairman, for being good enough to act for him during his absence at the Conference in Paris and later at Prague.

9. Examination of the Draft General Convention drawn up on the Basis of the Draft Treaty to strengthen the Means of preventing War: General Discussion (continuation).

M. SOKAL (Poland) wished to explain that the Polish delegation, although favourable in principle to the idea of a general treaty for strengthening the means of preventing war, could not, however, agree to a treaty of this kind if restricted to the provisions of the model prepared by the Committee at its third session, and recommended by the Assembly.

The model laid down in the first place an obligation for the countries to carry out the recommendations of the Council made with the object of preventing certain measures prejudicial to subsequent action by the Council. Furthermore, it required the States to refrain from any measures — and possibly measures which were necessary for their defence — on the ground that such measures might aggravate or extend the dispute. All these obligations were perfectly logical and their acceptance by all countries appeared most desirable. But one essential *quid pro quo* was lacking. What certainty would the countries have that, if they loyally carried out the Council's recommendations, advantage would not be taken of that fact by a dishonest opponent? Why was there no reply to the inevitable question, what would happen to a country which had manifestly omitted to conform to the obligations it had undertaken and to the recommendations made by the Council?

In the absence of any provisions to meet these vital considerations, the Convention was too partial, too fragmentary in character, and it was not adequately linked up with the general system of the Covenant. It must be remembered that the report approved by the Committee of the Council on March 15th, 1927, on the methods which would enable the Council to take such decisions as might be necessary to enforce the obligations of the Covenant as expeditiously as possible, although it did not go so far as the model Convention, nevertheless contained, *inter alia*, the following very pertinent and very valuable observation: "If, in spite of all steps here recommended, a 'resort to war' takes place, it is probable that events will have made it possible to say which State is the aggressor, and, in consequence, it will be possible to enforce more rapidly and effectively the provisions of Article 16."

It was obvious that the model treaty which imposed new obligations and went beyond the scope of the Covenant, must contain still clearer and more precise indications for defining the aggressor, as a consequence of the attitude adopted by the parties to the dispute in regard to the obligations resulting from Articles 1 and 2.

There would be yet other consequences of the obligations as they stood in the model treaty. They were, moreover, closely bound up with the previous question. An effective system of supervision must be laid down and established in order to make it possible to ascertain whether or no there had been an infringement of the measures recommended by the Council and to know exactly in what way the said measures had been carried out by the two parties.

M. Sokal reminded the Committee that his delegation had considered that the formula in Article 4 was too vague, and had proposed that the article should be redrafted as follows:

"The High Contracting Parties, considering that the provisions referred to above will not be effective unless accompanied by a system of prompt control, undertake

forthwith to conform to such measures of supervision as may be applied by the direction of the Council" (Minutes of the third session of the Committee, document C.358.M.112. 1928.IX, page 122).

Lastly, there was in the model treaty another point which raised certain objections, seeing that the question was one of a general convention. The model treaty provided for preventive action on the part of the Council, even supposing hostilities had already been begun. It appeared that the existence of hostilities should be regarded as possible only in the case of a rupture of at least the Pact of Paris, if not of the Covenant of the League. The Polish delegation did not consider it very advisable to prescribe at once new obligations for a country which had violated these peace covenants, since such obligations might confer a legal aspect on its action.

General TSIANG TSO-PING (China) stated that the Chinese Government was ready to co-operate with other countries in drawing up, and eventually signing, a general Convention to strengthen the means of preventing war, based on the model treaty. His delegation, while prepared to accept the main ideas of the model as a basis for discussion in drafting the general Convention, could not help feeling, however, that the model as it stood still required much careful study.

In the first place, the question of sanctions raised by the French delegation was a very important one. He would not go so far as the French representative, and say that no attempt should be made to overcome these difficulties. All he would say was that the question of sanctions had a very real bearing on the treaty. A treaty to prevent war would have very little value without a stipulation as to the consequences of its violation. He did not think this difficulty was met by the argument that since Article 16 of the Covenant had provided sufficient sanctions, it could also be applied when any of the provisions of a convention to prevent war were violated. The application of Article 16 of the Covenant was expressly confined to cases in which a Member of the League resorted to war in disregard of its obligations under Articles 12, 13 and 15 of the Covenant. He did not see how it could be extended to cover other cases provided for under other international agreements. If it were, the sanction of the Covenant would be applied in a case where the Pact of Paris was violated, and the Committee would not now have to discuss once more the question of strengthening the means of preventing war. It was true that half a loaf was better than no bread, but an ineffective international instrument was no bread at all. What the nations wanted was bread, not a stone.

Secondly, war was now no longer a regional concern. Any outbreak of war might lead to a world conflagration. No nation could say that it had only its immediate neighbours to reckon with, and could afford to be indifferent to the question whether or not a future war should be made more difficult. Such an attitude was wrong, and was not conducive to peace between the nations. The nations must have a broader outlook and longer views in formulating their national policy. Starting from this standpoint, there should be no difficulty in readjusting differences and arriving at a mutual understanding and co-operation which alone could help the nations to find a means of preventing future wars.

M. DE CASTRO (Uruguay) stated that the question raised by the establishment of the proposed Convention included the possibility of measures previous to arbitration. Arbitration was the basic idea of the model under examination by the Committee.

Anything that was connected more or less closely with means of arbitration had the effect of facilitating the solution of the problems of security. The Netherlands representative had rightly pointed out this fact at the preceding meeting.

In the opinion of the Uruguayan Government, the numerous arbitration treaties recently signed by that country had indisputably enhanced the feeling of its security. Any measure adopted by the Committee for the purpose of promoting the consolidation of the idea of peace by means of the security resulting from systems of arbitration in conformity with the spirit of the model treaty should be encouraged by the Committee on Arbitration and Security and by the Assembly of the League, the object being to generalise, as far as possible, the pacific measures contemplated in the Covenant.

It was for these reasons that M. de Castro would vote in favour of the principle of arbitration which underlay the draft Convention, provided that each article was examined separately.

As regards the various proposals submitted by the British, Danish and Netherlands delegations for the completion of the Preamble by a reference to the Pact of Paris, the Uruguayan Parliament had not yet taken a decision on the Pact and must reserve its opinion. If a vote were taken on the matter, M. de Castro would abstain.

MUNIR Bey (Turkey), speaking as representative of a country that was not a Member of the League, wished to point out that the draft Convention was intended to extend the powers of action conferred on the Council under the Covenant to which Turkey was not a party. The States non-Members clearly could not accept the undertakings stipulated in such a Convention.

The CHAIRMAN declared the general discussion closed, and proposed that the following procedure should be adopted. In the course of the general discussion three or four questions of principle had been raised: (1) the question whether a general Convention should be

established ; (2) the question whether the parties to a dispute could take part in the vote of the Council or not ; (3) the question of control ; and (4) the question of sanctions, which was bound up with the question of control. It seemed difficult immediately to take a vote on these principles, and it would be better to proceed to discuss the articles, in the course of which discussion the principles could also be referred to. At the end of the discussion, the Committee would see on what lines it might be possible to establish a general Convention.

The proposals of the Chairman were adopted.

10. **Examination of the Revised Synoptic Table of the Text of the Model Treaty to strengthen the Means of preventing War, and of the Observations of the Governments (document C.A.S.95(1). C.P.D.196) (Annex V)).**

Preamble.

Viscount CECIL OF CHELWOOD (British Empire) suggested that it would be better to postpone the discussion of the Preamble since it would not be possible to know what should be said in the Preamble until a decision had been taken regarding the contents of the articles.

This proposal was adopted.

Articles 1 and 2.

The CHAIRMAN observed that these two articles, being essential to one another, should be taken together and in conjunction with the amendments proposed.

There was, in particular, the Netherlands delegation's amendment to substitute in Article 1 the words "conservatory measures" for the words "provisional recommendations".

M. RUTGERS (Netherlands) pointed out that the amendment appearing in the document under discussion was a summary of an observation submitted by his Government. The summary was not altogether correct, since the actual text of the amendment read as follows : "To accept and apply any conservatory measures of the Council". The Netherlands Government would prefer the phrase : "To accept and apply any conservatory measures recommended by the Council".

Furthermore, the Netherlands Government had not made this amendment because it was opposed to the word "provisional". On the contrary, the second part of the Netherlands amendment made it clear that the Council's recommendations could only be of limited duration.

Baron ROLIN JAEQUEMYS (Belgium), referring particularly to the scope of Articles 1 and 2, pointed out that the order in which they had been placed was contrary to the natural sense of the text. Article 2 indicated the general duty of the States, quite apart from the action of the Council. It should therefore appear first. Article 1, on the other hand, indicated the first hypothesis of action to be taken by the Council in the case of a simple dispute. Next came Article 3 which covered the more serious case of acts of hostility and then Article 4, concerning the *control* or at least supervision by the Council, and Article 5 relating to the conditions for voting by the Council. Baron Rolin Jaequemys thought that Article 5 should refer, not only to Article 3 which covered the case of acts of hostility, but also to the measures to be taken in the case of a simple dispute. Since the whole formed a sequence, the Convention should begin with Article 2, which might be worded as follows :

"The High Contracting Parties undertake, in the event of a dispute arising between them and being brought before the Council of the League of Nations, to refrain from any measures which might aggravate or extend the dispute."

That was a reminder of the general principle on which the spirit of the Covenant was based. Article 2 might read as follows :

"In the case provided for in the preceding article, the High Contracting Parties further undertake to accept and apply the conservatory measures recommended by the Council of the League of Nations and designed to prevent any measures being taken by the parties which might have a prejudicial effect on the execution of an arrangement to be proposed by the Council."

That was the first point with which the question of the voting laid down in Article 5 should deal.

Lastly, consideration must be given to the Swiss Government's proposal, which was calculated to restrict the scope of Article 2 so as to cover only conservatory measures of a military nature. It would be valuable to have the views of the various delegations on this very important point.

M. MASSIGLI (France) considered it somewhat difficult to give an opinion on the general sense of an article when its true significance was unknown. At the previous meeting M. Rutgers, after observing that the Council was to be entrusted with a grave responsibility towards the States which would rely on it and after asking what would happen if a State refused to heed the Council's recommendations, had said that the latter must only cover civil and not military measures. It should be noted that the Swiss Government had thought that military measures might be involved, and that Dr. Göppert, the German representative, had expressed the same opinion when referring to an amendment submitted by Lord Cecil.

If only civil measures were involved, the question of sanctions did not arise, or at any rate had not the same gravity. The question was, however, whether the measures were to be of a non-military nature or not? M. Massigli had no information on this point.

Again, in order to decide on the attitude to be taken with regard to these articles and to determine their contents, he must know the Committee's opinion regarding the conditions under which the Council would vote. Would the parties to the dispute be allowed to intervene and vote in the Council in regard to the application of these articles? According to the decision which might be taken, the situation would differ very widely.

From whatever aspect the problem was considered, these fundamental questions must be faced. It was necessary to know what would be the situation of the parties with regard to the Council's recommendations. The general scope of Article 1 must be defined. Until these two points were cleared up, the French delegation could not express any opinion on the substance of the article.

M. UNDÉN (Sweden) supported Baron Rolin Jaequemyns' proposal to invert Articles 1 and 2. The present Article 2 embodied the expression of a principle which should appear before the present Article 1.

As regards the actual meaning of the two articles, M. Undén thought that when the Committee had previously drawn up this text, it had taken as a model the Treaty of Arbitration signed at Locarno. The latter treaty contained almost word for word the provisions found in Articles 1 and 2 of the present treaty. The Treaty of Arbitration between Germany and Belgium said:

“ It shall similarly be the duty of the Council of the League of Nations, if the question is brought before it, to ensure that suitable provisional measures are taken. The German and Belgian Governments undertake respectively to accept such measures, to abstain from all measures likely to have a repercussion prejudicial to the execution of the decision or to the arrangements proposed by the Conciliation Commission or by the Council of the League of Nations, and, in general, to abstain from any sort of action whatsoever which may aggravate or extend the dispute.”

M. Undén was prepared to accept the present sense of Articles 1 and 2. The only amendment which, in his opinion, should be considered was that proposed by the Netherlands Government for fixing a limit of three months for the provisional recommendations made by the Council. He did not claim that such a limit was absolutely necessary, but he thought that the provisional character of the recommendations made in virtue of this article should be brought out a little more definitely.

Baron ROLIN JAEQUEMYS (Belgium) had overlooked the fact that Switzerland was not represented on the Committee. The Swiss Government had sent in a note to which he attached very great importance. He had confined himself to referring to it, thinking that the Swiss representative would consequently intervene in the discussion and offer his observations. Baron Rolin Jaequemyns wished to urge the great importance of the view indicated in the Swiss Government's note. Personally, he considered that it would be very valuable — and he thought that in this he was meeting the views of the French representative — to make it clear that only military measures were involved. Any interference in civil measures might be very dangerous. It was very difficult to determine what measures should be left to the authority of the Government concerned. It would therefore be wise to restrict the Council's action to measures of a military nature, as proposed by the Swiss Government. In these circumstances, Baron Rolin Jaequemyns thought that his proposal for Article 1, which would become Article 2, might be formulated to read: “ to accept and apply the conservatory measures of a military nature recommended by the Council ”.

As regards the proposal of the Netherlands delegation to fix a time-limit of three months, Baron Rolin Jaequemyns considered that it might be dangerous to fix any time-limit at all, especially in a treaty. It was quite possible that it might be advantageous for the Council itself to indicate the duration of the measures it recommended; but a time-limit of, say, three months might be far too long in certain circumstances and too short in others. Personally, Baron Rolin Jaequemyns could not choose between eighteen months, three months and one month. Nor did he think that it should be said that the Council would determine the time-limit, for, even if it could do so in certain circumstances, it would be very difficult to do so in others. To sum up, he proposed that nothing should be said on this subject, and that the matter should be left to the wisdom of the Council.

VISCOUNT CECIL OF CHELWOOD (British Empire) agreed with Baron Rolin Jaequemyns that it would be proper to make the present Article 2 the first article in the Convention. He thought, however, that the purpose of the present Article 1 had been somewhat misunderstood and he would therefore venture to explain the position.

When a case was brought before and considered by the Council, under, say, Article 15 of the Covenant, it was very important that neither of the parties should do anything, while the Council was considering the case, which would interfere with the decision which the Council might take. All that was suggested was that, while the Council was considering its decision, nothing should be done by either party which would confront the Council with a *fait accompli* and make it impossible for it to suggest what it thought would be the best measures for the preservation of peace. For that reason he would not limit the word “ measures ” by inserting the word “ military ” in front of it.

The proposal was not one which need frighten anybody ; it was not a question of giving the Council additional powers, but only of saying that the parties should not do anything which would prevent the Council exercising the powers it possessed. Cases could be recalled where, pending the decision, action had been taken which had made it impossible for the Council to take a decision which was of any value to anybody.

M. COBIÁN (Spain) said that he had not understood the amendment proposed by the Swiss Government in the same way as Baron Rolin Jaquemyns. In his opinion, the amendment referred, not to the measures which the Council might take or recommend, but to those taken by the parties concerned and which had resulted in action by the Council. It was for this reason that the Swiss Government considered that the range of Article 1 must not be unduly extended, and that the article should apply only to the case where the Council was manifestly face to face with a danger of war. In other words, the Council should only intervene in the case of a threat of war, that was to say, when measures of a military nature had been taken by one of the contracting parties. It followed that the Swiss proposal did not restrict the measures which the Council could take.

In the view of the Swiss Government, if a country took measures which another country considered prejudicial to its interests, the Council could only intervene if the measures involved were military measures. The Swiss amendment, therefore, considerably restricted the scope of Article 1, and M. Cobián did not think that it could be accepted. In any case, all possibility of misunderstanding should be cleared away before the Committee came to vote.

General DE MARINIS (Italy) asked for an explanation of the procedure that was being followed. It had first been said that the Committee should attempt to reach agreement on principles. It had even been said that it must first know whether it was possible to establish a convention. The Committee was now engaged on drafting one. It had even received amendments.

At the previous meeting, General de Marinis had pointed out that it was very difficult to contemplate the drafting of a Convention, the object of which would be to stop all gaps in procedure, and that the Council would almost invariably be placed in a very embarrassing position owing to one hiatus or another. The Committee had just opened a discussion on the question whether the Convention should state that the contracting parties should abstain from taking any measures that might have a prejudicial effect on the execution of the solution to be proposed by the Council, or whether it should say that "the contracting parties should abstain from taking any military measures".

What might the measures under consideration be ?

General de Marinis supposed, in the first place, that the term "military measures" was meant to cover all army, naval or air measures. Would, however, the establishment of a big stock of foodstuffs be regarded as a military measure ? Would this term include the building of roads which might be of a strategic nature ? It might be replied that these were questions for the Council to determine. But in that case would the parties to the dispute be allowed to vote or not ? The exclusion of the vote of these parties would be more or less important for them according to the character and extent of the measures which the Council might adopt. These measures should be defined as far as possible, that was to say, the scope of the engagements which the States were required to accept must be defined.

Further, even if the principle that the parties would take part in the vote were admitted, the actual facts of the situation must be carefully considered. The Council with its great authority would take decisions, but what would be the position of public opinion in the two opposing countries ? Public opinion in one might be convinced that the arrangement of certain roads, the carrying out of certain works, or the obtaining of certain supplies could not be regarded as a warlike preparation, whereas public opinion in the other might hold the contrary belief. How could the Convention be put into execution in such circumstances ? There would be enormous excitement in both countries. The Governments, which would bear the responsibility and whose duty it would be to observe the engagements they had assumed, would find themselves in a very delicate position. The question whether a procedure which might be extremely dangerous should be adopted called for very serious consideration in the interests of peace and of the prestige and authority of the League.

M. RUTGERS (Netherlands) thought, like M. Massigli, that the scope of the articles under discussion must be clearly defined. He wished to remind the Committee that Baron Rolin Jaquemyns, in his memorandum on the German suggestions, had written :

"Suggestion 1 aims at provisional measures touching the actual subject of the dispute."

The words "touching the actual subject of the dispute" had been inserted in Article 1. Baron Rolin Jaquemyns had then continued :

"These measures closely resemble the system of 'conservatory measures' found in a number of national codes of civil procedure and in various systems of arbitration and conciliation procedure under international law.

"Most arbitration and conciliation treaties contain a provision requiring the parties, while the procedure is in progress, to refrain from certain acts which might 'prejudicially affect the execution of the award or the final proposal.'"

This stipulation had been accepted, and appeared in Article 1 of the draft before the Committee. That article was in accordance with the idea contained in the first German suggestion, as explained by Baron Rolin Jaequemyns.

The second German suggestion had not been adopted, chiefly on the ground that if the Council were to enjoin the parties to abstain from any given military measure with the object of re-establishing the *status quo*, it would be assuming responsibilities which it was not entitled to assume.

M. Massigli had referred to a speech by M. Paul-Boncour, which had largely contributed to the rejection of the second German proposal. It followed that Article 1 should not imply military measures.

Thirdly, M. Rutgers drew attention to the words "measures touching the subject of the dispute" — that was to say, the substance of the question. He might cite the following examples. Suppose two countries disputed the suzerainty of an island. In such a case, care must be taken to obviate dangerous quarrels between the fishermen of the two nations. Again, suppose the right of a country to apply the death penalty to the national of another country were contested. The conservatory measure in such a case would consist in not applying the death penalty.

The words "measures touching the subject of the dispute", which had been taken from Baron Rolin Jaequemyns' memorandum and inserted in Article 1, restricted the scope of the article and excluded military measures absolutely.

Dr. GÖPPERT (Germany) shared entirely the view expressed by the Netherlands representative.

In his opinion, the misunderstanding was due to the fact that, at the time when the model treaty had been drawn up, the German suggestion 2 concerning the second phase, that during which the dispute was aggravated and in which there was a danger of war, had not been adopted. This phase formed the subject of the British proposal and of a suggestion which Dr. Göppert himself had submitted. It was in that connection that military measures should be mentioned. Article 1, on the other hand, did not cover military measures; in point of fact it excluded them, except, however, where the dispute concerned military measures.

Baron ROLIN JAEQUEMYS (Belgium) agreed with the Spanish representative. The amendment which he had proposed had appeared to him to be in conformity with the Swiss Government's idea. If the Swiss Government's amendment were examined carefully, it would be seen that it referred to action taken on account of military measures. There was therefore definitely a restriction to the Council's intervention. There was no question, as certain members appeared to imagine, of extending the Council's action. It would therefore be admitted, if the Swiss suggestion were accepted, that in the hypothesis embodied in Article 1, which would become Article 2, the Council would only intervene when faced with military measures.

M. Ito (Japan) reminded the Committee that Article 1 referred to the cases in which the Council was to act. The question at once arose on what occasions should such action be taken and what form should it take? In his opinion, the essential point was to know when the action would be taken.

The Committee was now drafting a Convention with a view to strengthening the means of preventing war. The essential point was to prevent war. The present wording appeared to M. Ito somewhat vague, as the British representative indeed had remarked at the Committee's third session. The article stipulated that the contracting parties should undertake, in the event of a dispute arising between them and being brought before the Council of the League of Nations, to accept the recommendations of the Council. It would be difficult to agree to so vague a text if it were to be converted into a general Convention. It was essential, on the contrary, to specify the cases in which the Council would be called upon to act. It was for that reason that M. Ito would be very glad for the action of the Council to be limited, in accordance with the Swiss Government's suggestion, to cases in which there was a danger or threat of war. A limiting provision of that kind would facilitate the adhesion of many countries to the draft Convention.

VISCOUNT CECIL OF CHELWOOD (British Empire) agreed with M. Ito that it was desirable to make it clear that the Committee was not contemplating giving the Council any additional jurisdiction to deal with disputes with which it could not deal under the Covenant. That was not the idea at all. The idea was that, if a dispute had been brought before the Council under the Covenant or some other treaty right, nothing should be done by either of the parties, while the matter was being considered by the Council, to make it impossible to arrive at a just decision. M. Rutgers had referred to systems of national jurisprudence. Lord Cecil assumed that in every system of law there was a provision enabling the court, while it was considering a case, to issue an order that nothing should be done by either of the parties which would so change the condition of affairs as to make it impossible for the court to come to a decision.

Here the idea was the same — that in the case where a dispute had, in fact been lawfully and under treaty brought before the Council, this provision should apply. In order to meet M. Ito's point, he would suggest that it might be advisable to introduce some such words as: "Where the dispute has been brought before the Council under the provisions of a treaty".

The case was not an imaginary one. M. Rutgers had cited certain cases, and there were others. Suppose, for instance, that a country was under an obligation not to import arms, that a case occurred in which it was alleged that arms had been imported contrary to

that obligation, and that, before the case could be decided, the arms had all been distributed so that it was impossible to say whether they had been imported in breach of the agreement or not. That was the kind of case which would make it impossible for the Council or any other tribunal to arrive at a decision.

Lord Cecil was unable to understand why anybody should feel that there was any risk in the provision. It seemed a perfectly simple one which ought to have been included already. He suggested that the matter might be left to a Drafting Committee which, after taking into account the discussion that had taken place, might draw up an appropriate text with the object of guarding against the dangers and difficulties to which reference had been made.

While he highly appreciated General de Marinis's powers of criticism and cautious wisdom, Lord Cecil thought that the Italian delegation greatly exaggerated the danger. It must be remembered that the Committee was trying to establish a new system, under which the relations of the countries were to be peaceful and not warlike. Such a change would be a considerable one, which could only be effected if the Governments were prepared to take certain possible risks as to the result of any particular step that was decided upon. He begged General de Marinis to realise that there were many occasions — and this was one — where it was just as dangerous to stand still as to move forward.

M. Ito (Japan) thanked Lord Cecil for his explanations. He had only raised this question because certain of the problems brought before the Council might have a special character. There was, for instance, the dispute referred to in paragraph 8 of Article 15, which was of a quite special nature. Would the countries concerned be prepared to agree to do nothing pending the Council's decision? M. Ito had merely wished to express his point of view on possibilities of this kind.

The CHAIRMAN summed up the situation.

M. Massigli had posed very clearly a first question, namely, what were the measures involved? Were they civil or military measures? He had put a second question in which Articles 1 and 2 were linked up to Article 5, namely, in what way should the Council vote.

From the discussion on the first point, it appeared that there had been no intention to specify clearly in Articles 1 and 2 whether the measures referred to were civil or military measures. This question had been left more or less in the dark. The Chairman understood that the measures might be first civil and then military measures as well. This impression followed from the amendment proposed by the British delegation for an Article 2A which read as follows:

“ The High Contracting Parties undertake, in the event of a threat of hostilities between them, to accept and apply such precautionary measures as the Council, acting in the exercise of the powers of the League under the first paragraph of Article 11 of the Covenant, may recommend with a view to preventing an outbreak of hostilities. ”

This impression had been confirmed by the reading of Article 3, which referred to military measures without any possibility of doubt. Consequently, the conclusion was that the general Convention which the Committee was instructed to prepare must certainly contemplate both civil measures and military measures.

If these observations could assist the Drafting Committee in preparing the necessary formulæ and if the Committee agreed that the discussion on the first question put by M. Massigli might now be concluded, the Chairman proposed to pass at once to the second point put by the French representative.

Agreed.

The CHAIRMAN proposed to refer to the Drafting Committee the amendment, submitted by the Netherlands delegation, to limit to three months the duration of the Council's recommendations, especially seeing that certain objections had been raised to this amendment.

The Chairman agreed with M. Massigli's suggestion that it would be desirable to link up the discussion of Article 5 with that of Articles 1 and 2 and to decide whether the parties to the dispute should take part or not in the voting of the Council.

Dr. GÖPPERT (Germany) wondered whether the procedure as proposed was the best, for it might be difficult to give an opinion on the principle contained in Article 5 until the contents of the other articles were known.

The CHAIRMAN feared that with any other procedure the Committee would be caught in a vicious circle. M. Massigli considered it difficult to give an opinion on Articles 1 and 2 until the scope of Article 5 was known, whereas the German delegation wished first to determine the contents of Articles 1 and 2.

Dr. GÖPPERT (Germany) asked that his observation might be taken as a reservation.

Viscount CECIL OF CHELWOOD (British Empire) asked if M. Massigli wished the Committee to discuss the broad question whether, in any proceedings under the Convention, the decision of the Council should be considered as not unanimous as a result of the vote of one of the parties to the dispute. In order to save repetition, he would prefer that the discussion of that point should be deferred until Article 5 was reached, it being understood that the final views of all the delegations would ultimately depend upon the way in which Article 5 was drafted. He personally, however, was prepared to discuss the question at any time.

M. MASSIGLI (France) said that he had put his questions with the object of elucidating the discussion and because his Government had given him instructions to achieve something positive. He was anxious to assist in the establishment of a draft which he could recommend to his Government for signature. The tendency sometimes noticeable in League Committees to prepare draft general conventions with the idea that others would sign them and that, after all, the matter was one of no great importance, was pernicious in the extreme. M. Massigli was sure that Lord Cecil, who also desired to do positive work, felt the same anxiety as himself.

If the only document which was available for the Committee, namely the draft special treaty, were taken as a basis, it would be seen that it dealt with only two cases and that it applied a different treatment to them; on the one hand, the case of threat of war and, on the other, the case of hostilities which had broken out in respect of which the Council imposed an armistice. In the second case, the votes of the parties in the dispute were not counted. According to the text of Article 5, on the contrary, account was to be taken of the votes of the parties concerned when deciding upon the measures referred to in Articles 1 and 2. The character of the Convention would change entirely according to whether this doctrine were accepted or not. If the Committee held that the measures as a whole, to which Articles 1 and 2 referred, were only applicable subject to the assent of the parties, M. Massigli did not think that any advance would be made on the present state of affairs.

Lord Cecil had that morning criticised the French representative for wishing to go too far and for expecting too great results from the Convention under discussion. M. Massigli was on his guard against committing any such mistake; he knew the difficulties of the question. He was anxious for genuine progress to be made and it could therefore only be moderate progress. He was certain, however, that if the Committee thought that the votes of the parties were necessary, it would be adding nothing to the powers now held by the Council under the Covenant; by adding nothing to them, it would in point of fact be reducing them, for it would be inferred *a contrario* from the Convention, that a country which was not a party to it need not take into account the recommendations of the Council; and that would be a very serious matter.

M. Massigli had that morning referred to the great importance attached by certain Governments, among them the French Government, to the question of control and the situation which would result from an infringement of the measures laid down.

In that case again the position would be different according to whether the parties concerned would take part or not in the Council's voting. If they took part, they would be able in due course to explain that one or another of the measures proposed was not feasible and their objection would oblige the Council to give up the measure in question. If their votes were not counted, they would be bound by the ratification of the Convention. In that case, therefore, it was much more necessary for them to know what means would be at the disposal of the Council to ensure the application of the measures it prescribed and, if necessary, to bring sanctions into operation in cases of transgression.

M. Massigli had put the question of the voting precisely in order to ascertain what attitude should be adopted on the substance of the problem and to what extent it was necessary to provide for control and sanctions. That was a fundamental point.

Lastly, if it were agreed that nothing could be done without the interested parties, the question arose whether it was really worth while preparing a convention.

VISCOUNT CECIL OF CHELWOOD (British Empire) said that the French Government appeared to urge that in any decision taken under the Convention the votes of the parties should not be counted; in other words, the Council could be unanimous, within the meaning of the Covenant, even though one of the parties to the dispute voted against a decision. The Convention, as it stood, with the British amendments of which he had given notice, would not go so far as that. If any hostile act had been committed, the votes of the parties were not to be counted in any recommendation made by the Council. Further, if a dispute arose under Article 15, the votes of the parties were not to be counted in ascertaining whether a unanimous decision had been reached under paragraph 6 of that article.

There was, however, the further case where the matter was not so urgent and where there had been no breach of the peace, but only either a dispute — without necessarily any immediate danger of a breach of the peace — or, according to the British proposal for Article 2A, where there was a threat of hostilities. In those cases, the British amendments as drafted did not propose to exclude the votes of the parties. The French proposal was very important and made a considerable difference to the extent of the Convention. He had no instructions as to the attitude he ought to adopt with regard to it, and was therefore afraid he could be of very little assistance to the Committee. He must accordingly leave it to his colleagues to arrive at whatever decision they chose.

The CHAIRMAN noted that the discussion on Article 5 had begun without the Committee's having decided to begin it. The question, however, had now definitely been asked, in view of the declarations made by the French and British representatives. The points involved were fundamental ones for the general Convention.

In reply to the observations of the Italian representative, he wished to say that the present discussion did not in any way prejudice the Committee's final decision on the point whether a general Convention should be prepared or not. It was only by discussing the draft article by article that the Committee could finally settle this latter question.

He therefore proposed the following procedure: the Committee would discuss Articles 3 and 4, which presented no difficulties, and would hold over until later the discussion on Articles 1, 2 and 5, thus enabling Lord Cecil to obtain instructions from his Government.

The proposal of the Chairman was adopted.

The CHAIRMAN then read an amendment proposed by the British delegation (document C.A.S.98 (a)) (Annex IV) and an amendment proposed by the German delegation (document C.A.S.103) (Annex VI). If the same difficulties arose in regard to those two amendments, it would be better to postpone them.

M. MASSIGLI (France) said that the French delegation had prepared a proposal which was linked up with the complete system which the French Government had in view and which resembled the German proposal in many respects. He agreed that the whole question should be postponed.

The continuation of the discussion was adjourned to the next meeting.

FIFTH MEETING

Held on Thursday, May 1st, 1930, at 10.30 a.m.

Chairman : M. BENEŠ (Czechoslovakia).

11. Examination of the Revised Synoptic Table of the Text of the Model Treaty to strengthen the Means of preventing War, and of the Observations of the Governments (continuation).

Article 3.

The text of Article 3 of the Convention, together with the Belgian, British and Danish amendments, was read, and also the amendment proposed by the German delegation (document C.A.S.103) (Annex VI).

Viscount CECIL OF CHELWOOD (British Empire) did not think that there was anything obscure in the British amendment. There were, in fact, two amendments: the first was to delete the words "without the possibilities of a peaceful settlement having in the Council's opinion been exhausted". Since all or almost all of the Governments represented on the Committee had accepted the Pact of Paris, it was evident that hostilities should not break out under any circumstances, whether the possibilities of a peaceful settlement had or had not been exhausted. The obligations became absolute and not conditional. It was really a matter of drafting, and it was not intended to make any substantial change in the text.

The important amendment was the substitution of the words "In the event of hostile acts of any kind having been committed by one High Contracting Party against another" for "In the event of hostilities of any kind". "Hostilities" was a somewhat vague expression and might refer to war. The British conception was that the article was meant to apply to frontier incidents, such as that which had occurred between Greece and Bulgaria. Cases in which there had actually been a resort to war were, he thought, sufficiently provided for by Article 16 of the Covenant, and it was not desired to throw any doubt on the value of that article. The essential part of the British Government's policy was that it was prepared to support Article 16 of the Covenant to the utmost.

Lord Cecil would repeat that it was hostile acts which had to be contemplated, and he accepted the German view that it would be useful if all the Members of the League would definitely agree in advance to be bound by such precautionary measures as the Council had been in the habit of directing when such cases arose. It might be said that no difficulty had arisen so far, and that the Council's suggestions had always been accepted. That was true, but it would give added strength to the Council's suggestions if it were recognised that everyone had formally agreed to accept them before the crisis actually arose.

The CHAIRMAN noted that the basis of the Danish and British amendments was identical though their form differed. They could be discussed together and if the Committee accepted them, the Drafting Committee could bring them into harmony.

Baron ROLIN JAEQUEMYS (Belgium) was glad to be able to support the British amendment. He wished simply to ask Viscount Cecil the following question. If Article 3 as amended were adopted, would there be any important reason for adding Article 2A, in accordance with the British note of April 29th?

The British text no longer referred to hostilities, but to acts of hostility, which included the idea of the threat of hostilities which was found in amendment 2A proposed by the British delegation. On the other hand, Article 1, which would become Article 2, referred to disputes. Was it necessary to make provision here, between the hypothesis of disputes on the one hand and that of acts of hostility on the other, for the case of threats of hostility? He considered that such shades of meaning were exaggerated, and would only lead to confusion.

M. COBIÁN (Spain) was prepared to accept the British and Danish amendments, it being understood, as the Chairman had indicated, that they would be combined by the Drafting Committee. Nevertheless, in the spirit which had inspired the observations of the authors of the amendments, M. Cobián would prefer the suppression of Article 3. He did not care, in 1930, to hear reference made to hostilities or acts of hostility. He was one of the most long-standing delegates to the League of Nations, and he recalled that the idea of a demilitarised zone had already been put forward in connection with the Treaty of Mutual Assistance in 1924. At that time, the idea was conceivable, for the work for peace had not then followed the course which it had since taken.

Viscount Cecil had well explained that the object of the draft Convention at present under discussion was to transform the moral obligation arising out of the Covenant of the League of Nations into a treaty obligation. If, however, the Council had the power to take adequate measures to avoid any threat of war, conflict or hostility, M. Cobián considered that it should be able to take such measures without the necessity for precisely admitting the possibility of a rupture of serious and formal engagements which had raised such great hopes on the part of public opinion.

Viscount CECIL OF CHELWOOD (British Empire) agreed with Baron Rolin Jaequemyns that there was a possibility of pleonasm and overlapping in Articles 2A and 3. He was content to leave it to the Drafting Committee to see that all the cases which the Committee had in mind were covered. A case might arise where there was obviously a menace of hostilities without any actual breach of the peace. Article 2A was designed to cover such a case, but the question was one of drafting and could easily be settled.

With regard to M. Cobián's remarks, he must point out that the Covenant still contemplated the possibility of resort to war, and not long ago the Pact of Paris had been signed, by which it was agreed never to utilise war as an instrument of national policy. It had to be admitted, therefore, that the nature of man was still so imperfect that war and hostile acts might occur, and the wording of the present article had been devised in order to cover that possibility.

The CHAIRMAN understood that there was no objection to referring the British and Danish amendments to the Drafting Committee with a view to their insertion in Article 3. The Belgian delegation had supported the proposal. There remained the suggestion of M. Cobián, in regard to which the Chairman associated himself with Viscount Cecil's remarks.

M. MASSIGLI (France) reserved his right to present later some observations on Article 3 as a whole. He accepted the amendment of the British delegation and confined himself to pointing out that, in order to make it correspond with the idea that had inspired it, it would be preferable to replace the word "hostilities" by the words "hostile acts".

M. UNDÉN (Sweden) was prepared to accept the proposal for the suppression of the phrase "without the possibilities of a peaceful settlement in the Council's opinion being exhausted". It was not desirable to discourage the Council from making recommendations likely to put an end to the hostilities.

M. Undén had no objection in principle to the British amendment. Nevertheless, he must make a reservation regarding the theoretical interpretation given by Viscount Cecil regarding the relation of Article 3 with Articles 11 and 16 of the Covenant. In his opinion, it was very difficult to establish a precise line of demarcation between Articles 11 and 16. He considered that, even when Article 16 was applicable, it was for the Council, if it was unanimous, to make the recommendations contemplated with a view to putting an end to hostilities, if possible.

M. SOKAL (Poland) wished to make a reservation in regard to the original text of the article as well as to the text of the British amendment. In his opinion, it was necessary to be quite clear as to the meaning of the new terms employed. He had in mind the word "hostilities". Viscount Cecil had explained that the British delegation considered it necessary to say "in the event of hostilities of any kind".

Viscount CECIL OF CHELWOOD (British Empire) observed that he accepted M. Massigli's suggestion to replace the word "hostilities" by the words "hostile acts".

M. SOKAL (Poland) pointed out that it was precisely in the employment of these new terms that he found a difficulty. Up to the present the world had been faced with two possibilities — war or peace. The mission of the League of Nations was to prevent war and stabilise peace. On the other hand, the main object of the Pact of Paris was to make war as an instrument of national policy impossible. If between those two conditions — peace and war, an intermediate condition covered by the words "hostile acts" were now created, the situation would be that war was prohibited but that the intermediate state was, so to speak, legalised. It was not as yet war but it was no longer peace. Public opinion would never be able to understand that.

It was necessary to be absolutely clear and very sincere. M. Sokal was certain that all his colleagues were well aware that, in introducing into the text new terms likely to give rise to grave misinterpretation, there would be a risk, in concrete cases, of rendering the task of the Council a great deal more difficult and of increasing the danger.

He felt it all the more necessary to draw the attention of the Committee to the new definition in that, in spite of the British proposal, the hostilities would appear to him to have the character of war, since provision was made for cases in which the armed forces penetrated

into the territory of another State. That was no longer a frontier difficulty, such as that to which Viscount Cecil had called attention in citing the Greco-Bulgarian case, and there would then be a violation of all pacts, of the Pact of Paris and of the Covenant of the League of Nations. If it were not desired to give to such acts the name of war, what would be called war?

The Committee desired that in such a case the Council should prescribe an armistice. The Polish delegation could agree in advance to such a decision, for to stop hostilities was — it was to be hoped — to stop war. An aggressor, however, existed and, since the Covenant imposed on the Council the obligation of determining who was the aggressor, this should be done immediately. The obligations contained in the Covenant of the League of Nations and in the Pact of Paris were sufficient to enable the Council to intervene with all the necessary powers on the basis of the provisions of those instruments and of the means at present at its disposal. Moreover, it could not be imagined that a State which violated the Pact of Paris and the Covenant of the League of Nations would be stopped by Article 3 of the Treaty on the Prevention of War. In effect, it would amount to asking a State to undertake in advance to carry out a recommendation of the Council after it had violated the most solemn engagements. It was hardly probable that a State which had already committed so criminal an act would be stopped by virtue of such a recommendation.

This did not mean that the Polish delegate did not appreciate and support the idea of giving to the Council the possibility of dealing with or settling a conflict by pacific means, but it was necessary to take into account all the consequences of such a provision. It would only be useful and possible if the Committee confirmed its decision to provide the Council with all powers of control. Control was involved in all cases in which the Council would be called upon to take such other measures as had been contemplated, and it went without saying that it involved sanctions. It could not be admitted that a State which committed a hostile act would merely be invited by the Council to refrain from continuing so to act. The State must be aware that if it did not comply with the injunctions of the Council, the sanctions which were the logical consequence of its act would be applied.

M. Sokal then stated that, if the proposal of the delegate of Spain to suppress Article 3 — a suggestion which merited close examination — were not accepted, it would be desirable to consider the problem as a whole and to study carefully the new definitions and their consequences. It would also be necessary to take into account the organic connection existing between such a provision as that of Article 3, and control and sanctions.

M. RUTGERS (Netherlands) agreed with M. Sokal that the Drafting Committee would have to study carefully the terms to be used in the draft Convention, and in particular the expression "hostile acts". He had some doubt as to the exact meaning of that expression. He recalled that such a formula was employed between Governments in order to make it known that a certain act was considered to be inspired by a hostile intention. But the Committee was considering rather facts which did not represent the intention of a Government, such frontier incidents, for instance, as arose if, during a war, an attack was made on the neutrality of a neutral Power — if, with or without orders, a detachment of soldiers crossed the frontier, and if the neutral Power opposed such an attack on its neutrality. Would that be a hostile act? The Convention of 1907 did not appear to admit it, since it laid down that the fact that a neutral Power resisted attacks on its neutrality even by force could not be considered as a hostile act. It was an act of that kind that it was desired to consider as falling under Article 3.

In conclusion, he would ask whether it was wise to employ the term "hostile acts" which already figured in other Conventions with a different meaning from that which it was now desired to give it.

M. FIERLINGER (Czechoslovakia) considered that Article 3 was the kernel of the whole Convention. It was certain that, according to the Committee's discussions, it would be necessary to omit all the stipulations which did not fall within the framework of Article 3 and especially those to which Article 5 could not be applied. Moreover, the greater number of the delegations, and in particular the British delegation, appeared to be ready to accept the application of Article 5 to Article 3. In M. Fierlinger's opinion, that was the most essential point, for, if stipulations were adopted to which Article 5 could not be applied, the authority of the Covenant and of the Council of the League of Nations would be in danger of being considerably weakened. The discussion of the previous evening, and in particular the speech of General de Marinis, had made a great impression on M. Fierlinger, and it was under the influence of that deep impression that he had formulated his observations.

He could not agree with the opinion put forward by the delegate of Spain. Personally, he believed that Article 3 was the keystone of the whole Convention. Indeed, that article still remained incomplete, even with the new amendments which had been presented, including the German amendment which was about to be discussed. It would probably be necessary to collect all the elements which had been brought out in the discussion. The Drafting Committee would then be able to draw up the terms of the article and thus attain to the main object of the Convention, which was to provide for cases in which the Convention should be applied.

How should the Convention be applied? That question would have to be settled. In that connection, it would be necessary to dissipate certain misunderstandings and to allay certain legitimate fears, such, for example, as those formulated by the delegate of Poland.

As a matter of fact, the present question was not that of dealing with hostilities which had already taken a clear form — a war of invasion, for instance, a premeditated war. In such a case, Article 16 must be applied. The present Convention would operate in cases where certain hostile acts had been committed, or where the two parties in dispute

were discussing their responsibility before the Council. Such cases would be very grave and very complicated, and the Council would be unable usefully to intervene if it did not know the exact situation. It could even be foreseen that, in certain cases, the situation might be aggravated to the extent of the breaking out of a world war without anyone knowing who was the perpetrator of the original "hostile acts".

In regard to the expression "hostile acts", he agreed with M. Rutgers, who had very rightly drawn the attention of the Committee to the different meanings which might be given to it. It might refer to legitimate measures which had not assumed a clearly hostile character, but which the opposite party might consider to be hostile. It would perhaps be useful to examine very carefully the terms which would figure in the Convention and, in the particular case before the Committee, to find a more precise expression. The words "hostile acts" better indicated cases to which the Convention should be applied.

In agreement with M. Sokal, M. Fierlinger considered that, in the event of open hostilities, it would be necessary to discover who was the aggressor, for that was the aim of the Convention. To that end, it would be necessary for the Council to have at its disposal an instrument which would enable it to seek for and to determine the aggressor. Although the question of control did not enter into the scope of Article 3, it could usefully be discussed. On the other hand, if measures of control were contemplated, it would be necessary to draw up a special article which would apply to the whole Convention.

The idea developed before the Committee by Viscount Cecil was very logical and just, but M. Fierlinger asked his British colleague to be good enough to draw from it the logical consequences. The Council would never be able to determine who was the perpetrator of the original hostile acts if it did not possess the instrument of which he had just spoken, if it was not possible, for instance, to send to the spot a commission of enquiry. Moreover, Article 3 provided for certain fixed hostile acts, and enquiry would be relatively easy, all the more so in that the Committee was in agreement that the terms of Article 3 should be still more clearly explained.

M. Sokal had gone further, for he had passed from the idea of control to the idea of sanctions. The question of sanctions was obviously very important. It constituted to some extent the threshold which led from Article 11 to Article 16, and it was a threshold on which it was necessary to pause.

M. Fierlinger was of opinion that the logical functioning of the whole Convention depended on the definition of the aggressor. When it was known who was the aggressor, Article 16, which provided sanctions, could be brought into force.

Finally, he considered that the problem of sanctions was not yet ripe for discussion to the fullest extent. Certain difficulties had arisen in the past, but it seemed that, at the present time, at least one step, which consisted in finding the means by which the aggressor could be discovered, might be taken. That would be a useful piece of work.

Viscount CECIL OF CHELWOOD (British Empire) agreed with M. Rutgers that it was necessary to consider very carefully the wording of the Convention. Possibly the expression "hostile acts" would have to be revised, and it would be necessary to consider whether a more exact phrase could not be found to cover the subject under discussion.

M. Sokal's speech was part of his campaign against the Convention as a whole. As he had said, his Government was opposed to the Convention and, consequently, to Article 3 and to any amendment which would improve that article. His position was logical and understandable, and so long as the Committee knew exactly what he had in view, it could appreciate the force of his arguments.

M. Sokal had stated that to imagine a stage intervening between peace and war was to introduce a new conception. That was true; peace was peace and war was war. The Committee, however, had to deal with facts and not with dialectics, and it was well known that acts of a hostile character which did not amount to war constantly occurred. The League of Nations had frequently dealt with such situations.

Lord Cecil referred to certain well-known cases in which the League had intervened. There was the case of the controversy between Italy and Greece in Corfu. Rightly or wrongly Corfu had been bombarded and occupied by Italian forces. Unquestionably it was part of Greek territory, but, as a matter of fact, it had never been suggested that Italy had resorted to war against Greece, and the case had been treated throughout as one arising under Article 15 of the Covenant; that was to say, as a case where there was a dispute so tense as to be likely to lead to a rupture.

Again, there had been the recent incident between Greece and Bulgaria. The Greek forces had unquestionably crossed the Bulgarian boundary and had bombarded Bulgarian towns and villages, but there was no question of doubt about the acts of hostility.

In neither of these cases was it suggested that there had been a resort to war. It was of no use to say, therefore, that cases of hostility must be divided strictly into peace and war. The facts must be taken as they were, and cases had unquestionably occurred where hostile acts had been committed (acts of aggression, invasion, bombardment or occupation) which did not amount to a resort to war. Such cases did exist, and must be provided for in any reasonable proposals for preserving the peace of the world. That was the conception which ran through the Covenant itself — the idea that acts might occur which amounted to a threat to peace but which did not amount actually to a resort to war, and it was in dealing with those cases that the Committee had to consider the question of hostile acts.

M. Sokal has said that, if a country committed such hostile acts, that constituted, in his view, a breach both of the Pact of Paris and of the Covenant, and that such acts would never be stopped by provisions of the kind suggested. There, he thought, M. Sokal was wrong. Acts

occurred which might very easily lead to a war but which were not intended by the country in question to amount to acts of war; they might arise from a dozen reasons. They might arise from the excess of zeal of a local commander, or from a desire to protect the nationals of the country in question, with no intention other than to provide the necessary force to avoid actual danger. He agreed with M. Sokal that it would be better if it were possible to reach a condition of international affairs where it would be unnecessary for nations to do any of these things, and if nations could resort to a court of law as did individuals, but that stage had not yet been reached, and the facts had to be dealt with as they existed. Prevention was better than cure, and the question was whether something could not be done to strengthen the preventive machinery of the Covenant. That was the whole point.

The Committee was not dealing with the question of punishment in the case of a resort to war, it was dealing with the question of strengthening the machinery to prevent war, and the suggestion at the bottom of the proposal before it was that, if all the nations could agree to comply with the preventive measures which the Council might dictate, a step forward would have been taken. M. Sokal and the school to which he belonged considered that to be of no use, and thought it necessary to have a complete system of control and sanctions.

Lord Cecil himself had always thought — and this was his personal view as an observer of international affairs — that, in order ultimately to establish a satisfactory system of peace throughout the world, it was necessary to deal with the question of security. He had always considered the statement in the Covenant that any threat of war was a matter of concern to all the Members of the League to be literally true. It was impossible for one nation — at any rate, for one European nation — to say that it was concerned in a breach of the peace in a given district but not in a district a little further on. That, he thought, was to misread the course of history; every nation was concerned in a breach of the peace wherever it might take place, because it might always extend so as to involve itself.

Lord Cecil added that he was entirely in accord with the fundamental position which M. Sokal and his friends occupied, and recalled that he himself had been concerned in a vigorous attempt to translate these ideas into facts in the Treaty of Mutual Assistance. He was not convinced that he had been wrong, but his attempt had failed, and he was bound to tell M. Sokal that he had had very little support in his own country.

Again, there was the attempt of the Protocol, which had failed also and on the same ground. He regretted the failure of both those attempts, but the point was that they had failed. Was it of any use continually to run one's head against a stone wall? Was this the method of prudence, the method of progress? There was an obstacle in the way, and it was not possible to obtain what he and others believed was security by any such large and extensive measures as were suggested. It was possible to go on destroying all minor efforts of the kind now under discussion and to say "We will have nothing unless it is complete". But was that wise? Was it the way to make progress? He feared that such a method was bound to fail.

Moreover, time was getting short. If anything really effective was to be done in developing a great system of peace, it must be done within a reasonable period after the conclusion of the late war, while men's minds were still under the influence of the terror and horror of war. If time were wasted in useless parade, in manœuvres which led nowhere, by the time a more reasonable course was adopted the opportunity of doing anything might have been missed. He asked M. Sokal to bear this in mind when considering, not the present document only, but all documents. It was better to make a little advance in the right direction and then go a little farther when it was found possible to do so. If he and M. Sokal were right, sooner or later their views would prevail, and the world would be persuaded that security was an essential condition of real pacification, and perhaps even of disarmament, though personally he thought disarmament was part of security. That, however, was a different proposition.

These were the reasons why he was anxious to do something with the document under discussion. He was prepared to consider proposals regarding control, but things must not be pressed too far. It might be possible to establish the conception that all nations were bound to comply with the precautionary measures the Council might dictate. He thought they were morally bound already, but they could be persuaded to say formally: "We will accept those precautionary measures". Personally, he would tie the hands of the Council as little as possible beyond that.

It was necessary to have confidence that the Council would not recommend measures which were unreasonable or which would be dangerous for any country. He did not believe there was the slightest risk of that. The Council was a very prudent body. If he were to make any criticism of so high an international institution, it would be that it was sometimes too prudent. He was not in the least afraid, therefore, of rashness on the part of the Council, and if it were left with the full discretion it already possessed under Article 11 to make any recommendations it thought necessary, and if the countries agreed to accept and carry out those recommendations, a small step in the right direction would have been made, as M. Sokal and himself believed — he was not speaking for the moment of the British Government. He therefore asked M. Sokal not to persist in his opposition to the proposal but to take it for what it was worth; when the opportunity arrived, M. Sokal could press for something further in the desired direction.

M. CHOUMENKOVITCH (Yugoslavia) wished to put certain questions and to express certain doubts. He considered that it was absolutely necessary to express himself clearly, and he would permit himself to draw attention in that connection to the text of the British amendment. If that amendment were adopted, Article 3 would read as follows :

“ In the event of hostile acts of any kind having been committed by one High Contracting Party against another, the High Contracting Parties undertake to comply with the recommendations which the Council may make to them for the cessation of hostilities, prescribing, in particular, the withdrawal of forces having penetrated into the territory of another State . . . ”

Thus, the text began by considering simple hostile acts in order to consider immediately afterwards a serious situation in which hostilities had already broken out, since the forces of one State had penetrated into the territory of another State.

In M. Choumenkovitch's opinion, the British amendment changed nothing in Article 3. If the situation was such that hostilities had already broken out, a grave situation existed which had to be faced. It was then no longer simply a question of hostile acts. In those conditions, the same questions arose under the amended article as under the original article, that was to say, the question of control, that of the determination of the aggressor, etc. It was necessary then, to consider all the consequences which the delegate of Czechoslovakia had indicated and which led to Article 16 of the Covenant.

The British amendment spoke of “ hostile acts of any kind ”. That expression could be interpreted in various ways. The considerations put forward in support of the British text referred to “ frontier incidents ”. Could “ hostile acts of any kind ” be confused with “ frontier incidents ” ? M. Choumenkovitch would observe, in the first place, that in the definitive draft of Article 3 it would certainly not be necessary to mention frontier incidents as an explanation of the words “ hostile acts of any kind ”. Moreover, in his opinion they were two different matters. The expression “ frontier incidents ” covered an element into which chance entered, and did not imply the intention of hostility. A frontier incident was a matter of very small importance when an endeavour was being made to reach a settlement by direct agreement between the parties concerned. A procedure had even been established by the institution of mixed commissions. M. Choumenkovitch did not consider that a definition of frontier incidents could be drawn from the words themselves, but the procedure habitually employed defined to some extent the cases indicated by them.

Those were the questions which arose. M. Choumenkovitch was unable to reply to them, but they gave rise to some hesitation on his part.

M. SOKAL (Poland) spoke again to thank Viscount Cecil for the very definite and clear explanations which he had been good enough to give in reply to a series of questions put by the Polish delegation, which was very much moved by the courteous and amicable form of the replies.

M. Sokal desired to dissipate a misunderstanding. Viscount Cecil had spoken of a negative attitude on the part of the Polish Government in regard to the Convention, of a campaign of opposition by the Polish delegation against it. That was true if the remark referred to the text submitted to the Committee, but it was not true of the principle which was or should be at the basis of the Convention.

Viscount Cecil had been good enough to recognise — and he had reproached M. Sokal with it — that the Polish delegation and the school to which it belonged was asking for too great an amplification of the Convention.

That was quite true. M. Sokal considered it superfluous to say that the Polish Government was very desirous of contributing to the step forward of which Viscount Cecil had spoken, even if it could be only a very small step, seeing the impossibility — which was not the fault of the Polish delegation — of taking a larger step forward. The difference, however, which existed between the positions taken up by the various delegations arose precisely from a doubt felt by certain members of the Committee. Was the small step which it was proposed to take really a step forward, or would it not, on the contrary, be a step backward ? Would it not lead to a decrease in the general security established by the Covenant of the League of Nations and the Pact of Paris ?

M. Sokal, however, could assure Viscount Cecil that the Polish delegation would seek with the greatest goodwill for a solution, on condition that it was practical, real and definitely constituted a step forward.

M. MASSIGLI (France) noted that the discussion had somewhat deviated, as often happened, and that the debate, which had started with a precise amendment, had been transformed into a general discussion on Article 3. He felt the less disposed to complain of that because the discussion had been so wide that it did honour to the speakers.

The difficulty was that all the delegations had not in view the same object, as M. Choumenkovitch had so well pointed out. As Boileau had said, “ what is well understood is well expressed ”, and it was perhaps because those who originally drafted the text which was the basis of the Committee's work had had no very clear idea of what they desired that the Committee was now faced with so many difficulties. Thanks, however, to the exchange of views which had just taken place and to the very broad-minded and generously inspired statement made by Viscount Cecil, and by which everyone had been deeply moved, thanks also to the very penetrating observations of M. Sokal, the question was more clear, and the Committee saw more clearly what path it might take.

It was certain — and he would ask Viscount Cecil to contradict him if he were mistaken — that it had never been the intention of the delegate of the British Empire to interpret Article 3 in such a manner that in certain cases it would exempt the Council from doing its duty and putting into action the methods provided under Article 16 of the Covenant. The meaning given by Viscount Cecil to the measures proposed in Article 3 was as follows: cases might arise in which shots were exchanged without the wish of a Government, cases in which a patrol or troops — such facts had, moreover, already occurred during the existence of the League of Nations — penetrated into a foreign territory without the Government to which the troops belonged having any intention of resorting to war. Viscount Cecil wished to permit the Council to exercise its pacific mission more easily in such circumstances.

On the other hand, the preoccupations of M. Sokal were well founded, and the French delegation shared them. The delegate of Poland did not wish that, under the pretext that, in virtue of the Convention under consideration, the contracting parties undertook to submit to an armistice, the Council should be exempted, in cases where there was an obvious intention of aggression, from putting into operation the repressive methods which it had a right to apply. M. Sokal had made another very just observation; the Pact of Paris had outlawed war. In the future, no Government animated by evil intentions would commit the folly of declaring war; this would be too obvious a violation of the Pact. It would resort to other methods, it would resort to acts of force. It would begin the war without notice, and M. Sokal feared that in such cases the functioning of Article 16 would be hindered by the text proposed.

Taking that situation into account, M. Massigli considered that the work of the Committee would gain in clearness and rapidity if the texts to be prepared brought out clearly the above facts. It might be said, for example, that without prejudice to the decisions which should be taken by the Council under Article 16 of the Covenant, it could prescribe certain measures which the contracting parties undertook to accept. On that basis a solution could be found.

On the other hand, Viscount Cecil had very rightly recommended a prudent advance, considering — and the French delegation would not contradict him on this point — that the League of Nations could no longer indulge in experiments. In such matters, it could not allow itself the luxury of drawing up draft Conventions on which the peoples based their hopes of peace and in which they saw the strengthening of their security, but which would suddenly disappear because a Government hesitated to accept all the consequences. It was preferable to advance step by step. Moreover, M. Massigli did not doubt that, if it depended only on Viscount Cecil, it would be possible to make progress.

M. Massigli then turned to a delicate question to which Viscount Cecil had referred, and which, in his opinion, could be solved by observing that prudence which had been recommended by the delegate of the British Empire. M. Sokal and M. Fierlinger had spoken of control. They had been right to do so. It was an essential point, for a country could not be asked to undertake in advance to observe the prescriptions of the Council concerning an armistice without being told at the same time how the Council would supervise the execution of the prescribed measures. M. Massigli was sure that the Committee would be able to adopt a very clear text which did not go beyond the possibility of the moment, and which would give the Governments considerable relief.

M. Fierlinger and M. Sokal had also dealt with the no less essential question of sanctions. It was indispensable to know what situation would be created if a State went beyond the measures prescribed by the Council and multiplied its acts of force. There also a solution could be found. There could be no question of a revision of the whole of Article 16 by the Committee nor of introducing the provisions which, up to the present, had been demanded in vain. Nevertheless, it was necessary to see clearly and to state that, if the measures prescribed by the Council were violated, certain consequences would result, within the limits of the provisions of the Covenant. A solution in that direction could be found.

M. Massigli was sure that agreement was possible.

In conclusion, M. Massigli desired to make a remark which was only indirectly related to the present discussion, but to which he had been led by an observation of M. Rutgers. He wished to make that declaration in order that it should not be said that certain theories had been put forward without the necessary reservations having been made within the Committee. M. Rutgers had spoken of neutrality and had referred to the case of conflicts in which some countries were neutral. A discussion had already taken place on that subject in the past year or in 1928 in the Third Committee. M. Massigli remembered it very clearly. He wished to repeat that the French Government, except in the case of a contractual neutrality resulting from Conventions formally accepted by the League of Nations, did not consider that, under the regime of the Pact of Paris, combined with the Covenant of the League of Nations, there could be neutrals.

M. RUTGERS (Netherlands) had put forward no theories, for it was neither the place nor time for theories. He had simply wished to draw attention to the term "hostile acts" contained in this article and to the fact that in the Convention of 1907 the term had a different meaning. He thought that M. Massigli would not contest his right to do this, all the more so since the statement, according to which there was no longer neutrality, had been accompanied by a reservation, namely, except in the case which he had mentioned.

The CHAIRMAN closed the general discussion on Article 3 which had been very useful and which would enable the Drafting Committee to take into account all the suggestions presented to complete and elucidate the article.

It was necessary to recognise that the article formed the essential basis of the Convention, and if the suggestion that Article 3 should be omitted were adopted that omission would lead

to the suppression of Article 4. If, on the other hand, the first two articles were left on one side, nothing would remain of the draft Convention, since the other articles were only articles of form. It was thus essential to retain Article 3, and it would be the task of the Drafting Committee to draw up a clear article, taking into account the amendments which had been presented, and which it would have to bring into harmony. The question of control could be reserved and taken into consideration when Article 4 was discussed. At that moment, the proposal of the Netherlands delegation, as well as that of the Polish delegation, could also be examined.

If the Committee accepted that suggestion, the German amendment to Article 3 could immediately be discussed.

The Committee agreed to the Chairman's proposal.

Amendment proposed by the German Delegation (document C.A.S.103) (Annex VI).

Dr. GÖPFERT (Germany) explained that the German proposal did not affect the principle of the question. It was simply a modification which it was true was not merely a modification of form. It related to the second part of Article 3. The German delegation was prepared to accept the proposals formulated by the British delegation concerning the first part of the article, with the reservation that a more appropriate term be found to replace the expression "hostile acts".

The present text of Article 3 covered the case in which the armed forces of a State had penetrated into the territory of another State. It indicated that if the Council prescribed the withdrawal of the troops, the contracting parties undertook in advance to conform to that recommendation. In the opinion of the German delegation, however, that was not sufficient. The troops, having been withdrawn from the territory of the other State, should no longer remain along the frontier. If they did so, incidents might occur, for it could be foreseen that, on the two sides, feeling would be exasperated. Indeed, the Council had the right to go further and to prescribe the creation of a neutral zone. The present text authorised the Council to draw up a recommendation in that sense, but it appeared desirable to say so in explicit terms, to find, for instance, a text stating that the Council prescribed that a neutral zone should be left between the two States, and that they should undertake in advance to comply with that recommendation. Such was the object of the German proposal. It was simply a question of making impossible contact between the armed forces on each side of a frontier. Encounters might occur without the authority of any responsible body. They might arise simply as a result of a state of tension or from the excessive zeal of a subordinate body.

The second paragraph of the German amendment, which related to naval forces and to aerial forces employed over the sea, was inspired rather by the desire for completion. It was perhaps not absolutely necessary.

Viscount CECIL OF CHELWOOD (British Empire) recognised the importance of the German proposal, but was a little nervous (and that applied somewhat to the original drafting of Article 3) about making definite suggestions as to what the Council could do unless the subject were gone into very thoroughly, because the circumstances were very different in the various cases. It might be that withdrawal behind the line was not at all the kind of thing that was desired. He would not return to the history of certain cases that had arisen, but members of the Committee would realise that withdrawal behind the line would not have been, in some of those cases, the most appropriate way of dealing with them.

Lord Cecil wondered whether it would be possible to reach a solution of the question — and perhaps of some other questions — if the report of the Committee of the Council on Article 11 of the Covenant were taken as a basis. That report had the great advantage of being already approved by both the Council and the Assembly and therefore already had authority. It might possibly be a way out of some of the difficulties with which the Committee was faced if that report were made an appendix to the Convention. He did not propose that it should be made part of the Convention, but that it might be referred to in the Convention as indicating the kind of step which the Council might take and which the Members of the League would agree to accept.

He wished particularly to draw M. Massigli's attention to the fact that the report provided specifically for control. It stated that, "in order to satisfy itself of the way in which these measures have been carried out and to keep itself informed of the course of events, the Council may think it desirable to send representatives to the locality of the dispute". It then went on to set up the required machinery by which those representatives should be Members furnished.

Lord Cecil said he would not ask for an immediate expression of opinion by the Committee on his suggestion, but would ask the Secretariat to distribute the report which he had mentioned to the members of the Committee in order that they might know exactly what it contained.

In the meantime, he would ask the German delegation to consider carefully whether it was desirable to put a definite proposal of the kind suggested into Article 3, because it might not be applicable in all cases and might limit the powers of the Council and do exactly what the Committee did not desire to do, namely, make Article 3 less effective than it would otherwise be.

Dr. GÖPPERT (Germany) replied to Viscount Cecil that his intention was not in any way to limit the bearing of the article. The original text of Article 3 stated:

“ . . . undertake to comply with the recommendations which the Council may make to them for the cessation of hostilities, prescribing, in particular, the withdrawal of forces . . . ”

The continuation of the text constituted an example for which another could be substituted, in order to give to the situation a more practical solution and more frequent application in future than were provided for in Article 3.

M. MASSIGLI (France) thanked Viscount Cecil for his interesting suggestion to which he would reserve his right to return later. He also thanked Dr. Göppert for his explanations. The latter reduced considerably the bearing of the German amendment in which, in relation to the text of Article 3, an important omission could be made good. There was no question of demilitarised zones, and it might be feared that the provision proposed would have the effect of weakening, in this respect, the treaties already in existence. The explanations of Dr. Göppert, however, were very clear; obviously, it was simply a question of a drafting omission. M. Massigli, therefore, did not insist on the point.

Nevertheless, he would draw attention to two points which appeared to him to be somewhat vague and which it was necessary to make clear. The idea expressed in the German amendment was as follows: Article 3 provided for the withdrawal of forces which had penetrated into the territory of another State or into a demilitarised zone. The German delegation wished to go further and to provide for a line of demarcation by means of a greater retreat on the national territory. That was a very interesting idea, but it might be asked what consequences it would have in practice. M. Massigli would suppose two countries, A and B. B had fortifications on the frontier. A made, or allowed to be made, an incursion into the territory of B, as the result of which the Council was led to take measures. If the measures taken by the Council had the effect of compelling B to evacuate the fortified positions on its frontier there was a risk that the solution was not practicable and that the proposal was even dangerous. That was a difficulty.

On the other hand, Dr. Göppert claimed, in principle, that precautions should be taken also in regard to naval forces. M. Massigli agreed, but Dr. Göppert had referred in this connection only to paragraph 2 of his Article 2A, which had been reserved; in the opinion of the French delegation the provision thus contemplated was somewhat vague. While it was necessary to avoid all contact on land, it was equally indispensable to avoid contact between the naval forces.

The CHAIRMAN noted that the discussion which had taken place on Article 3 had been very rich in new suggestions which would inspire the work of the Drafting Committee.

On the proposal of the Chairman, *Article 3, together with the German delegation's amendment and the reservations and proposals made at the previous meeting, were referred to the Drafting Committee.*

SIXTH MEETING

Held on Thursday, May 1st, 1930, at 4.30 p.m.

Chairman : M. BENEŠ (Czechoslovakia).

12. Examination of the Revised Synoptic Table of the Text of the Model Treaty to strengthen the Means of preventing War, and of the Observations of the Governments (continuation).

Article 4.

The CHAIRMAN observed that there was no new proposal on the part of the Polish delegation, but that the Netherlands Government's observation was equivalent to a proposal to substitute for Article 4 in its present form, the text proposed by the Polish delegation during the third session of the Committee.

M. SOKAL (Poland) was glad that the Netherlands delegate had taken up the Polish proposal. He wished, however, to say that the Polish delegation still adhered to its opinion in all points and that its proposal should be regarded as being before the Committee.

M. RUTGERS (Netherlands) said that in its letter to the Secretariat his Government had only supported the Polish proposal. This was why the name of the Netherlands Government appeared in connection with that proposal.

Baron ROLIN JAEQUEMYS (Belgium) said that it must be remembered that the question of control had formed the subject of an exhaustive discussion at the time when the model treaty had been drawn up. It had been realised that, in certain cases at any rate, some supervision might be indispensable. On the other hand, it had appeared that there might be certain grave objections to the organisation of a control in the strict sense of the term, and that if the form of the control were too systematic, many countries might be prevented

from adhering to the Convention. It was for that reason that in the text of the model treaty, from which Article 4 was taken, the word "control", which was distasteful to certain delegations, had been avoided. Article 4 referred merely to the contingency or possibility of supervision.

If these arguments had been accepted as valid and had dictated the decision taken at the time when the model treaty was being drawn up, it seemed that they must be equally valid in connection with the text which the Committee was now drafting.

General DE MARINIS (Italy) observed that the discussion showed that the Committee was not completely in agreement concerning the principle on which these articles were based.

The method of agreeing on the order in which the articles should appear and on questions of wording was perhaps the most fruitful for the Committee's work, which was directed with all the talent and experience of the Chairman. Nevertheless, questions of principle arose constantly, and it was plain that the Drafting Committee would be obliged to take this fact into account when it set to work.

Article 4 was a very striking example. The question of control was one of the most controversial questions that had arisen since the foundation of the League. On this very grave point it had always been found that there were two different points of view. In the long debates that had occurred on this subject the Italian Government had not changed their opinion. Nevertheless, in the particular cases referred to in Article 4 of the draft general Convention, the difficulties inherent in carrying out control were aggravated. The debates that had taken place regarding control had concerned armaments and their manufacture. The present question was far more serious, since it related to the control of the use of armaments. If such control appeared difficult to carry out for land operations, it was extremely difficult to imagine how it could be carried out at the naval or air bases of two countries which were disputing, and this difficulty was aggravated still further in the case of the control of the movements of naval and air fleets. Control must be real and effective, as indeed was urged by those who considered it necessary. General de Marinis was happy to note M. Sokal's agreement on this point.

Since, however, Italy did not accept control, the reply might be made that General de Marinis had no reason to trouble about it. That, however, would be incompatible with the spirit of co-operation by which he was guided. The question was not merely one of the duty of co-operation, which General de Marinis was anxious to discharge. His observations were further justified by the fact that Italy held a permanent seat on the Council.

Viscount CECIL OF CHELWOOD (British Empire) said that it was a most unfortunate fact that there appeared to be no exact English translation of the French word "*contrôle*".

He sympathised with General de Marinis in his difficulty in accepting anything like direct supervision by agents of the League in a foreign country against the will of that country. He had always felt that anything like direct supervision of the reduction of armaments, for instance, would be an excessively difficult thing to carry into effect. On the other hand, it must be admitted that there were cases of disputes, and even of hostile acts, where the presence of a representative of the League and of each of the parties might be of the greatest possible importance and value.

Lord Cecil referred to the Greco-Bulgarian dispute, in regard to which representatives were sent to the scene of the dispute as soon as possible in order that they might tell the League exactly what was happening. In that case, it had been generally admitted that their presence was invaluable. In other cases, no such supervision would be practicable or useful, and it was for that reason that he was unable to support the Polish proposal, which stated broadly that there must always be control or supervision. Lord Cecil considered that there might be many cases where it would not be the least necessary to have supervision. There was the example of the Corfu dispute, in which there had been no question of supervision or control being required or desirable. Other cases of the same kind could be cited.

He could not accept the phraseology of the Polish amendment — "considering that the provisions referred to above will not be effective unless accompanied by a system of prompt control". It would be absurd to say that Article 1 could under no circumstances be put into operation without a system of rigorous control.

Personally, Lord Cecil would have preferred to leave the text of Article 4 as originally drafted. It seemed to give the Council perfect liberty to establish a system of supervision, and in fact it had that liberty already. All that was needed was to secure agreement on the part of the Members of the League to the execution of the plans which the Council might have for establishing whatever supervision it considered necessary.

Viscount Cecil proposed that the Drafting Committee might be asked to see whether it could make some sort of synthesis of the two ideas, leaving liberty of action to the Council and yet recognising the importance of control in a great many cases.

M. MASSIGLI (France) reminded the Committee that in opening the discussion he had not failed to emphasise the difficulties which the Committee would have to face in connection with the question of control. A country that was threatened could not be asked to assume an engagement to conform to such recommendations as the Council might make at a time that was critical for its security, unless at the same time it received the assurance that the Council would take all the necessary steps to ensure the supervision of the execution of the measures it prescribed.

Control must be established, but it must be a simple control. Similarly, without in any way affecting the Council's right to make any recommendations which it considered useful,

certain simple measures must be laid down as being obligatory. It was, he thought, to this conclusion that the Committee had been led, as a result of the discussion on Article 3. M. Massigli personally felt that, if it were desired to draw up a text which would be acceptable to the delegations as a whole, it must be a very clear text. If this condition were observed, the question of control would probably involve no insuperable difficulty. Doubtless, it was a question of asking the countries to accept in advance a limitation of their sovereignty. Did, however, the undertaking to follow the Council's recommendation also constitute a limitation of sovereignty?

What was involved in this matter? It had become apparent during the debate that if they were to be acceptable to the majority of the Committee, the measures of a military nature which the Council might impose must be limited to the conclusion of an armistice with the object of separating the two parties and of preventing their coming into contact. What insuperable difficulties were there in agreeing that, when the Council had thus enjoined an armistice, it should send agents to the spot to watch over the situation? If it were feared that the sovereignty of the States would be affected, it would seem that the cause of peace, which took precedence over everything, was sufficiently important for the States readily to acquiesce in such limitation. Consequently, in his opinion, and subject to Article 3 being drafted in very plain and simple terms, there could not be any difficulty in establishing this form of control. The proof that such control was possible already existed. Lord Cecil had referred to the example of the Greco-Bulgarian dispute. Why should it be impossible in other circumstances to take measures which two countries Members of the League had agreed were not incompatible with their sovereignty?

General de Marinis had said that, although there were many difficulties on land, he could nevertheless accept the principle, but he had enquired how control could be feasible at sea. M. Massigli agreed that the question was more complex at sea. He did not think, however, that the French Government, which had carefully considered the point, felt that, in this case either, the objections raised were insuperable. It was quite possible to imagine that the fleets of the countries concerned might be invited not to pass a given line, it being understood that within these lines they were absolutely free in their movements. It was also quite possible to imagine that in cases of this kind the League's agents would be admitted on board warships. The French Government, in so far as it was concerned, accepted such a limitation to its sovereignty at sea and on land, if the Committee as a whole were prepared to accept it as well. A great advance would have been made if the Committee could reach agreement on this point.

If the problem were reduced to these simple elements, it would be possible to solve it.

M. Massigli did not think that it would be very difficult to lay down rules for the working of such commissions. He realised, however, that the question would require special discussion which was not within the scope of the present session of the Committee. He did not therefore propose that the Committee should prepare a set of rules, but it could be stipulated that, once agreement had been achieved on the principle and the principle had been included in a Convention, the competent bodies of the League should draw up as simple rules as possible which might come into force concurrently with the Convention, for it must not be forgotten that, after the Convention had been prepared, a certain interval would have to elapse before it was ratified.

At the previous meeting, Lord Cecil had drawn the Committee's attention to the valuable guide contained in the recommendations made by the Committee of the Council in March 1927, and had asked M. Massigli whether he did not find in these recommendations the means of overcoming his difficulty, and M. Massigli had not overlooked their interest. An essential element, however, was lacking, and here M. Massigli would appeal to Lord Cecil's subtle psychological sense. The document indicated that the Council could do certain things with the assent of the parties concerned. It was desired to ask the States to accept a very serious undertaking, namely, to agree in any event to conform to the recommendations of the Council. The States, it followed, had the right to be sure — otherwise public opinion would rebel — that the Council in its turn would take all the necessary steps to ensure that its requirements would be met, and that, as soon as it enjoined conservative measures, it would automatically send to the spot competent persons to supervise the carrying out of those measures.

Facts must be faced; incidents occurred between two countries; the public became excited, uneasy, and called for measures of reprisal. The Council intervened and said: "Stop! Do not pass such and such a point! Withdraw! Return within the limits set!" If there were not on the spot competent persons invested with the authority of the League, what security would there be, in the excited state of public opinion, that the armistice would be observed? New incidents might suddenly occur and they would be much more serious. If the Council were to have the time necessary to arrive at a peaceful arrangement, it was essential for delegates of the League to be present on the spot. The limitation of sovereignty required by the application of this principle was the minimum. This sacrifice could surely be made in the cause of peace. The French Government for its part was prepared to make it, for it considered it to be indispensable.

M. SOKAL (Poland) had no objection to referring to the Drafting Committee Article 4, as interpreted by Lord Cecil. The Drafting Committee would be asked to find an appropriate wording which would reflect the opinions that had been expressed.

Lord Cecil saw more in the Polish proposal than the Polish delegation had desired to introduce into it, for it had not contemplated compulsory control by the Council in all cases. The Polish delegation had thought that the Council might enjoin measures which were of no

particular importance, and which consequently did not need to be controlled. Control was indispensable only for measures which were of special interest.

M. Sokal drew the Committee's attention to another point. As General de Marinis had said, the question of control had been discussed at length on many occasions. Lord Cecil had referred to a document which had been distributed and which contained a summary of the whole question.

What was the novelty in the proposal? The desire had been expressed that, in Article 3, the parties should undertake beforehand to follow certain directions of the Council. The Polish delegation asked that the Council should undertake in advance to take the measures of control which were, so to speak, optional. It was impossible to imagine that the Council might decide on the withdrawal of troops which had not yet come into contact and that a decision of that kind should not be controlled by the despatch to the spot of agents to supervise its effective execution.

M. FIERLINGER (Czechoslovakia) considered that M. Massigli had admirably expounded the different reasons in favour of the proposed amendment. The Polish proposal was a logical part of the Convention.

The document which Lord Cecil had recommended the Committee to read was very instructive. It stated that the Council was authorised to take all sorts of measures within the limits of Article 11 of the Covenant. It even suggested the possibility of a naval demonstration. It might, of course, be held that in this case there would be the assent of the parties to the dispute, but it was not a case which could be contemplated as a possibility. The moral, if not juridical, obligation in the Covenant already entailed the acceptance, even against the will of the parties concerned, of the consequences of the idea expressed in Article 11.

What was now being asked for was nothing new. The authors of the Covenant itself had had in mind some sort of investigation. Article 5, paragraph 2, of the Covenant said :

“ All matters of procedure at meetings of the Assembly or of the Council, including the appointment of Committees to investigate particular matters, shall be regulated by the Assembly or by the Council, and may be decided by a majority of the Members of the League represented at the meeting.”

It might be argued that the term “ particular matters ” implied a geographical conception. A commission of enquiry could very well sit at Geneva, since the term “ points particuliers ” in the French text was translated in the English text by the term “ particular matters ”. Could, however, a Member of the League refuse to give hospitality to a commission of enquiry? Obviously, a commission of that kind would have to go to the spot to carry out its task. That was certainly the intention of the authors of the Covenant.

M. Fierlinger understood the apprehensions of General de Marinis and the legitimate apprehensions felt by all the members who, during the past ten years, had taken part in the long discussions on the question of control. Control had been contemplated in a far wider manner and had implied an infringement of the sovereignty of States. There was no longer any question of such an infringement. The only question was that of holding an enquiry and verifying the execution of the measures enjoined by the Council. M. Massigli's argument was bound to receive the assent of the Committee. It was no use proposing measures which could not be controlled. It would be within the power of the military experts to say clearly which were the measures which could be controlled. The others would be left out of Article 3. M. Fierlinger was sure that General de Marinis, with his great legal and military ability, would be able to draw up, if need be, a list of measures, the control of which would be feasible.

He noted with pleasure M. Sokal's acceptance of Lord Cecil's proposal. He thought that there was a possibility of agreement, but the Committee must not lose sight of the real and entirely legitimate object of the proposed amendment.

M. Ito (Japan) observed that the question of control had been exhaustively discussed during the discussions of the Committee on Arbitration and Security at its third session. The Japanese point of view had been expounded at that time, and M. Ito adhered to it.

The present conception of control, however, was quite a new one. M. Massigli and M. Fierlinger had spoken of a very simplified form of control. If the Committee agreed to this conception, it was possible to imagine that the Governments which had hitherto been opposed to control might change their minds. They must, however, know to what measures the control in question would be restricted. If, as M. Fierlinger had proposed, the Committee were placed in possession of a concrete proposal indicating the measures of control that were contemplated, M. Ito was quite prepared to examine such a proposal carefully and then to give his opinion. The Japanese delegation, however, could not accept a general undertaking to submit to unspecified measures of control. The Japanese Government attached much importance to this question.

In conclusion, until the Committee had been placed in possession of a definite text, M. Ito would adhere to the point of view expressed by the Japanese representative at the third session of the Committee on Arbitration and Security.

The CHAIRMAN noted that the Polish representative accepted Lord Cecil's proposal that a wording should be found which would reconcile the original proposal and the amendment. He understood that the French delegation had no objection to this course. Other delegations had emphasised the necessity of taking into account certain suggestions contained in the report approved by the Committee of the Council concerning Article 11 of the Covenant. Finally, M. Ito had urged the necessity of indicating as simple measures of control as possible.

In these circumstances, the Drafting Committee would be asked to seek for a formula which would be calculated to receive general assent. When it had found the formula in question, it would report to the Committee, which would then see whether it was possible to draw up a general Convention.

M. MASSIGLI (France) said that the French delegation had been anxious to leave open every avenue of approach with the object of reaching solutions on which general agreement would be possible, and had therefore purposely abstained from placing before the Committee any amendment in writing. It had desired to take into account, in drawing up its proposals, the observations made by the different delegations, so that it might present its ideas in the most acceptable form and facilitate the agreement which it hoped to secure.

The French delegation intended to submit to the Drafting Committee certain proposals which would represent the way in which, in its view, the question could be settled. These proposals being, in the opinion of the French delegation, an essential part of its argument and being intended to explain it, M. Massigli wished to reserve his right to communicate them to all members of the Committee on Arbitration and Security and to those of the Drafting Committee at the same time.

The procedure proposed by the Chairman was adopted.

Article 5.

The CHAIRMAN said that, before going on to discuss Article 5 and the amendments by the Norwegian and Netherlands Governments, the Committee must come to an agreement on the acceptance of the principle laid down in Articles 3 and 4, namely, the exclusion of the representatives of the parties which had opened hostilities from the voting in the Council. He noted that the members of the Committee agreed to accept this principle.

BARON ROLIN JAEQUEMYS (Belgium) considered as purely formal the amendment proposed by the Netherlands Government concerning the exclusion of the representatives of the parties engaged in hostilities. Moreover, he entirely agreed with it. It seemed infinitely more preferable to say that the votes of the representatives of the parties would not be counted in the unanimity required, rather than to speak of exclusion.

M. RUTGERS (Netherlands) observed that the words proposed by his delegation were taken from the Covenant.

BARON ROLIN JAEQUEMYS (Belgium) pointed out that the other amendment by the Netherlands delegation and that proposed by the Norwegian delegation were identical in scope. The amendments proposed that Article 1, which covered the case of a dispute, in which there was no beginning of hostilities and no threat, should empower the Council to act, and that the voting should be carried out under the same conditions. Baron Rolin Jaquemys warmly supported this amendment. If unanimity were the condition, and if the representatives of the parties were allowed to take part in the voting, obstruction by one of them would be sufficient to stop anything being done.

VISCOUNT CECIL OF CHELWOOD (British Empire) referred to the statement which he had made on the previous day. His instructions permitted him to accept Article 5 as drafted, that was to say, as being applicable to Articles 3 and 4 as drafted. His instructions did not, however, go further, and he was therefore unable to bind his Government in any way beyond that point.

The CHAIRMAN said that the Drafting Committee would take Lord Cecil's reservation into consideration.

Dr. GÖPPERT (Germany) made a similar reservation.

BARON ROLIN JAEQUEMYS (Belgium) thought these reservations seemed to be more or less awkward for all the members of the Committee. In his view, the votes given and the opinions expressed by the members in Committee did not finally commit the representatives of the Governments on the Council or the Assembly. The latter were unquestionably bound to preserve entire freedom in this respect. Otherwise, Baron Rolin Jaquemys would be obliged to associate himself with Lord Cecil, and make reservations on all points under discussion.

M. MASSIGLI (France) considered that this observation was one of some gravity. The Committee consisted of members who were chosen more or less as the representatives of their Governments. On many occasions in the course of the discussions M. Massigli had referred to the danger of drawing up conventions without considering what the Governments would do with them. Notwithstanding the instructions from their Governments, the delegations could not, of course, commit their Governments, and the latter were free to disavow their representatives. In the interests, however, of the League and of the work done there, the members of the Committee must avoid submitting proposals concerning which they did not feel that their Governments — subject, of course, to their sovereign rights — could accept their content.

It would be highly regrettable, in so serious a matter as that being discussed by the present Committee, to produce an impression that the Committee was drawing up texts that were blown away by the slightest breeze. The Drafting Committee must know whether the delegates had or had not the power to pronounce on the substance of each article. Otherwise, it would be better to separate the various questions from one another and to indicate those which did not appear to the Governments to be ripe, and to ask that no definite decision should be taken until a later session.

The CHAIRMAN thought that M. Massigli's wishes might be interpreted as follows: the Committee should give the Drafting Committee quite definite instructions on the question whether it was required to prepare texts in regard to Articles 1 and 2 in connection with the voting in the Council. If the Committee was unable to do so, M. Massigli proposed that Articles 1 and 2 should be separated from Articles 3 and 4, and that an attempt should be made to establish a text quite apart from the first two articles.

Viscount CECIL OF CHELWOOD (British Empire) regretted that this attitude had given rise to difficulty in the Committee. At the same time, he was bound to be frank, and if he had no instructions it was no use pretending that he had.

There was nothing unusual in saying in a report that the representatives of one or more Governments were unable to express an opinion upon any particular proposal made by the Committee. In every report dealing with any complicated or delicate question, it would be found that certain Governments reserved their opinion on various points. Lord Cecil did not wish to prevent the Committee from proceeding to draft the Convention if the members thought fit. Indeed, he thought that they ought to do so irrespective of whether one or more Governments were for the moment unable to express an opinion on any particular question. In any case, he was bound to take up the attitude which he had been authorised to take up by his Government, and could not admit that any other delegation had the right to criticise it.

Baron ROLIN JAEQUEMYS (Belgium) was sure that Lord Cecil did not feel that the Belgian representative's remarks had been in any way directed against him. He had merely said that the British delegate's reservation had compelled him to make a declaration on his own behalf.

It resulted from the British delegate's statement that he had quite definite directions on the majority of the points under discussion, but that he had no instructions from his Government on other points, and consequently there was nothing surprising in his abstention. Baron Rolin Jaequemys quite understood the situation, but he hoped it would not be supposed that because, in consequence of the confidence placed by the Belgian Government in its delegate, he advanced an opinion on a certain point, he was thereby absolutely committing his Government, and that the latter would not be entitled, in consequence of a mistake, or owing to the interposition of new factors, to uphold a different point of view. Baron Rolin Jaequemys considered that instructions on these lines were the best for achieving a practical solution.

M. MASSIGLI (France) said that it had not been his intention to express surprise at the reservation made by Lord Cecil with regard to his Government's opinion; but, after hearing two delegations which played a very important part in the League, the British and German, make reservations on such important questions — reservations which were, moreover, perfectly comprehensible — and having understood that Baron Rolin Jaequemys had made a reservation as to his powers, M. Massigli had wondered, and still wondered, whether, in these circumstances, there was anything really to be gained by drawing up texts which had no sure basis. It was certain that if the German, British and Belgian delegations, and others perhaps as well, were in the same situation, the texts drawn up would have no great value. In these circumstances, would it not be better frankly to explain the situation and to say that the question was not yet ready, and that it would be discussed again when it had become clearer?

The discussions which had taken place in the last few days showed that the texts that had already been adopted still involved difficulties that had passed unperceived at first. That was a spectacle which should not be presented to the eyes of the public, and the texts should be studied thoroughly before being submitted to public opinion.

Viscount CECIL OF CHELWOOD (British Empire) was astonished as the attitude adopted by M. Massigli and at the doctrine he had expounded that a member of the Committee might not reserve his opinion or the opinion of his Government on one particular question when considering a subject of the kind under discussion.

The Convention consisted of eleven articles, on every one of which he had expressed what he believed to be the opinion of his Government. He had not consulted them about every detail — no one could — but the opinions he had expressed represented, he believed, the views of his Government. On one particular part in one particular article he had not sufficient instructions to justify him in expressing with the same confidence the opinion of his Government. That seemed to him a perfectly legitimate attitude and one which did not in any way interfere with the work of the Committee. That part of the Committee's decisions would go forward with such diminution of authority as was due to the fact that a member of the Committee had been obliged to adopt the attitude in question. The situation could not form the basis for the very serious attitude which M. Massigli had adopted.

The discussion could only be useful if every one admitted that the other members of the Committee were doing their best to reach a conclusion and were taking the attitude which, in their judgement, was the most helpful to the discussion.

There were two kinds of committees in connection with the League of Nations; there were those on which, as in the case of the Committee which had dealt with the Pact of Paris and the Covenant, the members sat as experts, as individuals, and expressed their own opinion without in any way binding their Governments. In the present Committee, on the other hand, the members represented their Governments and bound their Governments by anything they said or did to the extent that, *prima facie*, the Governments must be thought to assent to anything said by their representatives. It was open to a Government to change its opinion and to throw over its representative, though that might, of course, be undesirable.

When a delegate found that, in regard to a particular detail of a proposal, he was not able to say with the same confidence as in regard to the rest, that he expressed the opinion of his Government, he necessarily reserved the opinion of his Government on that point. Lord Cecil believed that, if the records of any Committee which had sat in connection with the League were examined, numerous instances would be found where members had felt bound on particular questions to say that their instructions did not permit them to express a decided opinion either one way or the other.

Baron ROLIN JAEQUEMYS (Belgium) wished to reassure M. Massigli with regard to his instructions. The Committee had the following mandate:

“The Council has asked the Committee, in conformity with the Assembly discussions, to consider the possibility of establishing a draft general convention on the general lines of the treaty . . .”

Baron Rolin Jaquemys had full powers from his Government to take part in the discussion on this subject.

Dr. GÖPPERT (Germany) associated himself with Lord Cecil's opinion and did not think that the attitude adopted by the British representative or himself could hamper the Committee's proceedings in any way. His own position was similar to, but not identical with, that of Lord Cecil; he had, moreover, explained it at a previous meeting. He was prevented from voting immediately on the question before the Committee, not on account of the absence of instructions from his Government, but because he wished to see the whole of the Convention before making up his mind on either Article 1 or Article 2 A.

M. SOKAL (Poland) thought that the discussion had somewhat strayed from the point. Reference had been made to the powers of the delegates, and it had been asked how far the vote given by a member of the Committee engaged his Government.

It was time to return to the question of the directions to be given to the Drafting Committee in regard to the text of Article 5, for that was the point at issue. Certain declarations had been made which would assist the Drafting Committee in finding its way, but they were not enough, and the Drafting Committee would certainly wish to be better informed on the attitude of the different delegations.

M. Sokal personally saw the situation as follows: at the outset, certain delegations had been optimistic, whereas he himself had been rather pessimistic. Now, however, the parts were reversed. The optimists were drawing in their horns, and some of them said that they could accept the exclusion of the parties from the voting in the Council only in the case of Articles 3 and 4, and they had made a reservation as to the exclusion of the votes of the parties in the case of Articles 1 and 2.

M. Sokal thought that, if the parties were not excluded from the voting in all the cases covered by the Convention, the progress that it was hoped to achieve would certainly be insignificant, and perhaps non-existent.

In regard to Articles 1 and 2, which required unanimity in the Council, if the parties were allowed to vote, the advance would be a negligible one, for it might be foreseen that the parties would always prevent the Council from taking a decision which would necessarily be unfavourable to, at any rate, one of them. The case was still more serious in regard to Articles 3 and 4.

The Drafting Committee could not do useful work, and the delegations could not pronounce on the scope of Articles 1, 2, 3 and 4, unless the Committee knew what was to be the voting procedure. M. Sokal hoped that the Chairman would give the Drafting Committee all the requisite information and that the delegations would find it possible to express their views on this subject. For his part, he wished to say at once that, subject to the drafting of these articles, he saw only one possibility of achieving an advance, and that was to accept the principle that the parties concerned should not take part in the voting of the Council for any of the cases referred to in the Convention. If a decision of that kind were adopted, the Council would obviously be able to take effective action.

General DE MARINIS (Italy) said that he was in the same position as the German delegate. Before taking a decision on the question whether the parties to the dispute should vote or not, he must know what engagements were implied in the articles of the Convention. He had already made a statement on this subject on the previous day, and would confine himself to confirming it.

M. UNDÉN (Sweden) supported the proposal made by the Norwegian and Netherlands delegations. The Council, when considering a dispute under Article 15, could make recommendations which had the character of conservatory measures. In that case, the rule laid down in Article 15 applied to the final recommendations of the Council. If this voting rule were not imposed, Articles 1 and 2 should not be included in the draft Convention. According to the Covenant, the Council was unquestionably competent to make recommendations concerning provisional measures, but, in that case, the vote of the parties must be counted. If it were wished to take a step forward, the vote of the parties must necessarily be excluded. If Articles 1 and 2 were to be retained, Article 5 must be extended in accordance with the Norwegian and Netherlands proposals.

Baron ROLIN JAEQUEMYS (Belgium) recalled that at first he had supported the Netherlands proposal for the extension of Article 5, which should cover not only Articles 3 and 4, but Article 1 as well. According, however, to what M. Undén had said, and according to M. Sokal's statement, Article 5 should cover Articles 1 and 2. That was going too far; only Article 1 should be mentioned in the instructions to the Drafting Committee.

The text of Article 2 was as follows :

“ In the case provided for in Article 1, the High Contracting Parties further undertake to refrain from any measures which might aggravate or extend the dispute.”

There was no question of action by the Council and therefore no vote. It would accordingly be a textual error to mention that article.

The CHAIRMAN thought that the Committee agreed with Baron Rolin Jaequemys.

M. SOKAL (Poland) considered, on the contrary, that a decision by the Council was required under Article 2. Article 1 stated that “ the Contracting Parties undertook in the event of a dispute arising between them ”, and so on. It referred therefore to a specific case. Article 2 then said :

“ In the case provided for in Article 1 the High Contracting Parties further undertake to refrain from any measures which might aggravate or extend the dispute.”

A dispute, therefore, had arisen and the Council would meet to discuss it. If the Council discussed it, the parties concerned would be present, and the question of the voting would consequently have to be solved.

M. UNDÉN (Sweden) said that Baron Rolin Jaequemys was right. He had mentioned Article 2 by mistake.

Baron ROLIN JAEQUEMYS (Belgium) thought that there was a misunderstanding owing to the transposition of the numbers of the two articles. It was because Article 2 did not assume action by the Council that he had proposed that it should come first. In the case covered by this article the Council did not act; reference was made merely to a moral duty for the two parties. The following articles indicated the case in which the Council could act and it was only in this case, therefore, that there could be a vote by the Council.

The CHAIRMAN thought that the Committee was faced with a quite definite proposal. Should the rule on voting apply to Article 1 as well? That was the sense of the proposal made by the Norwegian and Netherlands delegations.

M. MASSIGLI (France) said that if the Committee endorsed Baron Rolin Jaequemys' interpretation, Article 2, which would become Article 1, would be of subjective value only. The contracting parties would undertake to abstain from all measures which might in their opinion aggravate the dispute. He was not absolutely sure that an article of that sort had any very distinct value.

VISCOUNT CECIL OF CHILWOOD (British Empire) reminded M. Massigli that Article 16 of the Covenant was of exactly the same nature. The obligation rested on every Member of the League in spite of what the Council might do. In some respects, that was a more serious obligation than one which involved awaiting the decision of the Council.

He desired to make a suggestion. He had heard no opposition to the proposal that Article 5 ought to apply to Articles 3 and 4. The only question that had been discussed was whether it should also apply to Article 1. In the interests of time, he suggested that a vote might be taken.

Baron ROLIN JAEQUEMYS (Belgium) urged strongly that no vote should be taken. It would be dangerous to take a decision before the Committee had a text before it. The Drafting Committee should first prepare a text. The question on which a vote would have to be taken would then be quite simple. After agreeing on the text of Articles 1 and 2, the Committee would come to Article 5 and it would then be necessary to know whether it covered only Articles 3 and 4 or another article as well. The Drafting Committee would insert in its text of Article 5 the various numbers and it would then be for the Committee in full session to strike out one, if it thought fit.

M. ITO (Japan) considered this question to be very important. It affected the foundations of the League's organisation. Under the Covenant, unanimity in the Council was regarded as essential. Article 5 settled that point. A single exception had been allowed in regard to questions of procedure. In the ten years of its life, however, the League had not succeeded in agreeing on what was meant by a question of procedure. Another exception had been allowed in Article 15 in connection with disputes liable to involve a rupture. Apart from these cases, the principle of unanimity in the Council remained intact.

What was the point in the present Article 1? It covered a case where a dispute arose between the contracting parties. Was it intended to make a new exception to the fundamental principle of the League in regard to this kind of dispute? Some time ago, in connection with the amendment of the League Covenant with a view to bringing it into line with the Pact of Paris, an authority had pointed out that the principle of unanimity affected the foundations of the League's organisation. Serious consideration was essential before any breach was made in a principle of that kind. In so far as he was concerned, M. Ito could not give a definite statement on this point and must reserve his opinion.

M. COBIÁN (Spain) observed that, during the session to which M. Ito had referred, the Committee of Eleven, which had been appointed to study the amendments to be made in the League Covenant, had proposed a change in Article 13 in the sense indicated. Article 13, paragraph 4, of the Covenant said:

“The Members of the League agree that they will carry out in full good faith any award or decision that may be rendered and that they will not resort to war against a Member of the League which complies therewith. In the event of any failure to carry out such an award or decision, the Council shall propose what steps shall be taken to give effect thereto.”

The Committee of Eleven had proposed the following text:

“The Members of the League agree that they will carry out in full good faith any award or decision that may be rendered and that they will not take any action against any Member of the League which complies therewith.

“In the event of any failure to carry out such award or decision the Council shall propose what measures of all kinds shall be taken to give effect thereto; the votes of the representatives of the parties shall not be counted.”

Thus, continuing its progress on the same lines as heretofore, the League was now contemplating changing Article 13 of the Covenant in exactly the same sense as that proposed by several delegations in connection with Article 1 of the draft Convention under discussion.

M. Cobián agreed that the Council was empowered to invite the parties to a dispute to sit on the Council, but, if it were not understood that the votes of the parties, when represented on the Council, did not count, the result might be to create a privilege for the party to the dispute which had a representative on the Council.

Finally, M. Cobián called to mind the legal axiom that it could not be left to the contracting parties to pronounce on the validity and efficacy of a contract.

The CHAIRMAN, summing up the discussion, thought he might say that the question of the voting might be regarded as solved in so far as concerned Articles 3 and 4.

An amendment had been submitted for the application to Article 1 of the same procedure as that applied to Articles 3 and 4. It appeared from the discussion that certain members of the Committee were clearly in favour of this proposal. Other delegations had made reservations. None had made any objection to the suggestion. The Chairman thought he might say that a fairly large majority was in favour of the amendment.

If that were so, he proposed that the Drafting Committee should be instructed to prepare a text taking this state of affairs into account, it being understood that the reservations would be formulated, if necessary.

The procedure proposed by the Chairman was adopted.

13. Composition of the Drafting Committee.

The CHAIRMAN observed that the discussion on the articles of substance was concluded. The articles which had not yet been examined contained no fundamental principle but related rather to questions of form. In these circumstances, he thought that the Drafting Committee should be nominated at once, so that it might, if possible, begin work on the following afternoon.

On the suggestion of a number of delegations, he proposed that the Drafting Committee should consist of the Chairman and Vice-Chairman of the Committee and likewise members of the Belgian, British, French, German, Italian, Japanese, the Netherlands, Polish, Spanish and Uruguayan delegations. The Committee would thus consist of twelve members. It might perhaps appear to be somewhat large, but it met the wish of those who had made the proposal to satisfy the various opinions that had been expressed.

The proposal of the Chairman was adopted.

14. **Composition of the Committee on the Question of Facilities to be granted to Aircraft.**

The CHAIRMAN proposed that this Committee should consist of the Belgian, Finnish, French, German and Polish delegations.

This proposal was adopted.

SEVENTH MEETING

Held on Friday, May 2nd, 1930, at 10.30 a.m.

Chairman : M. BENEŠ (Czechoslovakia).

15. **Examination of the Revised Synoptic Table of the Text of the Model Treaty to strengthen the Means of preventing War, and of the Observations of the Governments (continuation).**

Article 6.

The CHAIRMAN reminded the Committee that, at its meeting on the preceding day, it had finished the discussion of the first five articles, which were the most important since they concerned questions of principle. The Committee would now consider the articles which followed, which were mainly concerned with questions of form.

In regard to Article 2 A, the British and German delegations had accepted the suggestion that the Drafting Committee should endeavour, after examination, to combine it with Article 3. Article 6 and the amendment of the Danish Government were read.

M. CORNEJO (Peru) considered that the Committee could congratulate itself on the discussions which had arisen during the examination of the Convention. They showed that the desire to ensure peace presented greater difficulties than had been anticipated. It might have been thought that all the provisions of the Covenant, particularly those of Articles 11 and 16, were obligatory, but it appeared that doubts had existed concerning the obligation to carry out all the recommendations of the Council. The object of the Convention was to make compulsory all the decisions taken to preserve peace. All possible precautions must therefore be taken to avoid interpretations according to which a nation would be able to consider itself not expressly bound to carry out the recommendations of the Council. It was in that spirit that the Committee should examine all the articles, and particularly Article 6, which contained certain words which might require interpretation. That article said in fact : "The provisions of the present treaty shall only apply on the basis of *reciprocity*". What was the object of that restriction ? The article would be quite clear if it simply said : "The provisions of the present treaty shall apply to all disputes between the High Contracting Parties", thereby avoiding the interpretation whether or not the conditions of reciprocity were fulfilled.

At first sight, the present form of the article would appear to be open to no objection, but jurists and diplomats had so extraordinary a capacity for interpretation that they would perhaps find that certain measures laid down did not correspond with the principle of reciprocity. If, for instance, a State at a given moment had not carried out a recommendation quite correctly, while another dispute arose with another country, the latter would be able to claim that it was under no obligation to carry out the recommendations of the Council, arguing that reciprocity extended to all the facts. It would be very easy to find reasons for interpreting the words.

Consequently, M. Cornejo requested the omission of the formula "on the basis of reciprocity".

The CHAIRMAN stated that the Drafting Committee would certainly take into consideration M. Cornejo's suggestion.

In regard to the Danish amendment, the first part expressed in other terms the idea contained in the present Article 6. On the other hand, the second part which read : "In accordance with Article 8, or by special declaration made at the invitation of the Council of the League of Nations, voted for by a majority of that body", should be examined closely by the Drafting Committee, which would have to weigh its advantages and disadvantages. Possibly that text undertook too much. Such a resolution could be adopted, if the necessity arose, by the Assembly, but it was not within the competence of the Committee.

The Chairman suggested that the Danish proposal contained in document C.A.S.86 (Annex II, 1) should be referred to the Drafting Committee.

The proposal was adopted.

Article 7.

Article 7 and the amendments proposed by the British and Danish Governments were read.

British Amendment.

Baron ROLIN JAEQUEMYS (Belgium) could not quite understand the case contemplated in the amendment. How could it be supposed that the contracting parties would take action in conformity with a resolution of the Council, and that there would immediately afterwards be another Council resolution which appeared to modify or set aside the first? That would presuppose the adoption by the Council of successive resolutions in contradiction with each other. Baron Rolin Jaquemys had perhaps not clearly understood the meaning of the British amendment, and would be glad to have further enlightenment on the subject.

Viscount CECIL OF CHELWOOD (British Empire) asked Baron Rolin Jaquemys to excuse him if he did not go fully into the matter, because it was eminently a question for the Drafting Committee. The idea which the British Government desired to express was as follows. Suppose, under the Covenant — say under Article 16 — that action was taken against a particular country, and that some other country which had not taken any action one way or the other desired to challenge the Council's action. It ought then to be quite sufficient, so far as the present Convention was concerned, for the country attacked to say that it was acting under the directions of the Council, and that therefore the Convention did not apply at all. It was really a matter of drafting. The only object was to ensure that no possible attack on the effectiveness of the Covenant should be made by the signature of the proposed Convention. If Baron Rolin Jaquemys' apprehension were justified it would no doubt be disposed of by the Drafting Committee.

M. CORNEJO (Peru) agreed in principle with the additions put forward by the British and Danish delegations. They would make the text a great deal more clear.

At the same time he would prefer to replace the word "change" in Article 7 by "restriction". Article 7 might, in fact, be interpreted as making possible an increase or decrease in the powers of the Council. With the substitution of the word proposed, no difficulties of interpretation could exist. M. Cornejo asked that the Drafting Committee should take note of this observation.

Danish Amendment.

The CHAIRMAN pointed out that the Danish amendment was very important and affected a question of principle.

Baron ROLIN JAEQUEMYS (Belgium) did not consider that the scope of the amendment was very large. He thought it dangerous, in principle, to desire to introduce into a Convention texts existing outside the Covenant of the League. The Covenant was the basis of the action of the League of Nations. He attached the greatest importance to what was called the Pact of Paris, but there might later be another Convention which was almost as important. Would there be a gap in the proposed Convention because it was not mentioned? Would it be necessary in such circumstances to revise the Convention?

On the other hand, in pursuance of the Assembly's instructions, it had been decided to amend the Covenant of the League of Nations and to add whatever was necessary in order to bring it into harmony with the Pact of Paris. Since the Covenant of the League of Nations was mentioned in Article 7, whatever appeared in the Pact of Paris was thereby included. It was useless to say so expressly. To do so would be to diminish the value of the text by introducing a new reference which might prove to be insufficient.

Thus the Covenant of the League of Nations alone should be mentioned, and by that term would be understood the Covenant as it was and as it would be.

The CHAIRMAN agreed with Baron Rolin Jaquemys.

M. DE CASTRO (Uruguay) declared that the explanations of the Belgian delegate gave him complete satisfaction.

Some days previously he had stated, in regard to the Preamble of the Convention, that he did not agree with the proposal of the three Powers who had put forward additions to it. The same question now arose but in a much more serious manner, since it was a question of the very text of an article. He wished, therefore, to give some complementary explanations which were of particular interest for the countries of the South American continent, to which he belonged.

The Danish amendment proposed the addition to the text of Article 7 of the words: "Nor the obligations contained in the Pact of Paris of August 27th, 1928, on the Renunciation of War". Was such a reference to the Pact of Paris justified, when the Pact had not yet been universally accepted? M. de Castro thought not. He would appeal to the recollection of several members of the present Committee who had been members of the Committee for amending the Covenant of the League of Nations in order to bring it into harmony with the Pact of Paris, such as Viscount Cecil, M. Cobián, M. Cornejo, M. Sokal and M. Undén. He based his remarks on the statements of the latter members of the Committee for confirmation of the idea that, from the juridical and political points of view, it would be absolutely impossible to accept the Danish amendment, though he had naturally every respect for the very creditable ideas of the Government which had put it forward.

On page 2 of the report of the Committee for the Amendment of the Covenant (document A.8.1930.V) the following passage would be found :

“ Prohibition of war involves certain legal consequences which the Committee has considered. At the same time, it has not felt it desirable to give a complete interpretation of the Pact of Paris. Some Members of the League of Nations have not acceded to the Pact of Paris ; on the other hand, some signatories of that Pact are not Members of the League. In these circumstances, the Committee thought that, even if it were led by the necessities of the case to render more precise the meaning of certain provisions in the Pact of Paris, the interpretation thus given could clearly not affect States which were not Members of the League of Nations, and even as regards the Members of the League, could not constitute an interpretation of general application but would relate only to the matters dealt with in the amended articles.”

That was the legal argument. In the following paragraph the political argument was considered :

“ The Committee calls attention to the political difficulty which may arise in bringing the two instruments into concordance with one another. The establishment of such concordance must not be allowed to react disadvantageously upon the relations between the League of Nations and certain signatories of the Pact of Paris. It would be equally regrettable if those Members of the League of Nations which have not signed the Pact of Paris were to raise objections of principle against the amendments which were proposed.”

At the end of the document the countries which had signed and ratified the Pact of Paris and those which had not done so were indicated. It was stated that six Members of the League of Nations — the Argentine, Bolivia, Colombia, Paraguay, Salvador and Uruguay were not parties to the Pact of Paris. One State, non-Member of the League of Nations — Brazil — had not ratified it. He would point out that not only had Brazil not ratified it but had stated that the provisions of the Pact were already contained in the Brazilian Constitution.

The point of view which M. de Castro wished to develop was that certain Governments which had not stated that they were for or against the Pact of Paris should not be offended, in view particularly of the fact that the Committee had in view the establishment of a universal convention.

The report of the Committee for the Amendment of the Covenant proved that that Committee had reached the conclusion that it was quite useless to refer either expressly or tacitly to the Pact of Paris in the amended Covenant of the League.

On page 2 of the report of the Committee for amending the Covenant the following passage would be found :

“ One of the members of the Committee proposed that the actual text of Articles 1 and 2 of the Pact of Paris should be inserted in the Preamble to the Covenant. This proposal was connected with an amendment to Article 12 which will be discussed under Article 16. The Committee, however, did not concur in this view. It thought that the proposed insertion was unnecessary, and that it would be better to define the scope of the obligations laid down by the Pact of Paris by modifying certain articles of the Covenant of the League of Nations.

“ In the Committee's opinion, it was unnecessary to give in the Preamble any further definition of the extent and meaning of the obligation assumed by the States. The Preamble should retain the quite general character given to it by its authors. The prohibition of resort to war will be formulated in more precise terms in Article 12.”

It appeared to M. de Castro that that opinion might clear up the present situation and prove that there was no object in introducing into the draft Convention which the Committee on Arbitration and Security was drawing up an amendment such as that put forward by the Danish Government.

Uruguay had signed several treaties — with England, Italy and France, for instance — which definitely prohibited war. They were treaties of arbitration and conciliation. Consequently, with those States war was impossible, since, in the event of a dispute, there was an obligation to apply those treaties.

Therefore, M. de Castro considered that, from the juridical point of view, it was not admissible to ask States which had not expressly ratified the Pact of Paris to do so indirectly by means of another Convention such as that which the Committee was about to draw up. In principle, the two articles of the Pact of Paris were present in the minds of every one throughout the civilised world. Good juridical technique required, however, that no direct reference should be made to it in the case under discussion.

In conclusion, the delegate of Uruguay asked the Committee to be good enough to reject the amendment put forward by the Danish Government.

Viscount CECIL OF CHELWOOD (British Empire) said that he had been about to make observations very much on the lines of the remarks of M. de Castro. It was therefore unnecessary to trouble the Committee with them.

The CHAIRMAN was also of that opinion. He had just stated that the question appeared to him to be important. That was true, and it was necessary for the Committee to take a decision on the subject. He also considered, however, that it would be preferable to make no reference to the Pact of Paris.

M. CORNEJO (Peru) was unable to support the opinion of M. de Castro. Personally, he saw no objection to adopting the amendment of the Danish Government, which was, unfortunately, not represented on the Committee.

As he had already said, the power of interpretation of jurists and diplomats was unlimited ; the Committee had had an example of that in the brilliant speech of M. de Castro. The latter considered that it was impossible to accept the Danish amendment, and that the Committee had no right to do so. He even believed that the insertion of the Danish proposal in the draft Convention might offend Brazil whose Constitution already contained the principles established by the Pact of Paris. M. Cornejo could not understand why a Government should be offended by the adoption of an amendment whose object was to respect the principles laid down in its own Constitution. On the contrary, its adoption would render homage to the Constitution of that State.

The reason why M. Cornejo considered that there would be no objection to accepting the amendment could be turned into a mathematical axiom — two quantities equal to a third are equal to each other. If the Committee for bringing into harmony the Pact of Paris and the Covenant of the League of Nations had fulfilled its mission, the Covenant should now be in perfect harmony with the Pact. Article 7 of the Convention at present under discussion was intended to ensure that the latter should entail no change in the Covenant of the League of Nations. But the Covenant, by virtue of a decision of the Assembly and as the result of the work of the Committee for amending it, would be in harmony with the Pact of Paris. It might be supposed, therefore, that the Pact of Paris must also be in harmony with the model treaty drawn up by the Committee on Arbitration and Security. It followed that if the present Convention were adapted to the Covenant, it was also adapted to the Pact, since both had been put into harmony. Nevertheless, as it was essential in legal matters to be clear, as Talleyrand recommended, in order to avoid differences of interpretation, there was no objection to saying explicitly that the Convention was in harmony with the Pact of Paris. Those were the reasons for which M. Cornejo saw no objection to accepting the Danish amendment.

The CHAIRMAN stated that the Drafting Committee would take into consideration the very important statements of M. de Castro and M. Cornejo. Those statements were diametrically opposed, and the task of the Drafting Committee would be difficult. If it did not find a formula which satisfied the Uruguayan and Peruvian delegates, one or the other would have to make reservations.

M. RUTGERS (Netherlands) asked whether M. de Castro's words indicated that he was opposed to the insertion of a reference to the Pact of Paris in the Preamble.

M. DE CASTRO (Uruguay) replied in the affirmative.

M. RUTGERS (Netherlands) stated that he would return to the question when the Committee discussed the Preamble, for the Netherlands Government was in agreement with the proposal of the British and Danish Governments that reference should be made to the Pact of Paris in the Preamble.

Article 8.

Article 8 and the British amendment were read.

BARON ROLIN JAEQUEMYS (Belgium) had read with great interest the amendments presented by the British delegation to the formal articles of the draft Convention. He considered that those amendments should be examined by the Drafting Committee. In his opinion, it would, nevertheless, be better in drawing up formal articles to make use of texts previously adopted by the Committee on Arbitration and Security itself and accepted by the Assembly in such documents, for example, as the General Act of Arbitration.

Baron Rolin Jaquemys had examined the formal articles with which the Convention concluded, and considered that, as regards certain points, an absolutely identical form of drafting could be adopted for the general draft Convention which the Committee was drawing up. He had, moreover, himself drafted the articles in that sense, and would forward his text to the Drafting Committee. He added that he did not rule out the British proposals.

VISCOUNT CECIL OF CHELWOOD (British Empire) agreed with Baron Rolin Jaquemys's proposal, but pointed out that in Article 8 as drafted there was no specific provision for the coming into force of the Convention, and something would have to be added to show when it was to come into force. The British conception was that if any two parties wished it to come into force as between themselves there was no reason why it should not. If, on the other hand, there were, as there might well be, some countries which would not care to undertake the obligation unless they were sure that other countries of importance would do so, they could say, in depositing their ratification — as was often done — that it would not become effective until such and such countries had also ratified.

The result of the British suggestion would be to give the greatest liberty to those concerned as to whether they would or would not be bound by the Convention, and as to the conditions under which they would be bound. If there was a specific condition that the Convention should not come into force unless ratified by a certain number of countries, it was impossible for two countries which had ratified it and wished to bring it into force between them to do so,

whereas, under the British proposal, they could, and they could guard themselves against untoward results by saying that their ratification would not become effective until certain conditions had been fulfilled.

Baron ROLIN JAEQUEMYS (Belgium) pointed out that in his draft he had included as Article 9 the text proposed by the British delegation for Article 8. The question of its position could be settled by the Drafting Committee. The British text very nearly corresponded with that of the General Act of Arbitration. Article 8 would begin as follows: "The present treaty shall bear to-day's date and be ratified . . ." There would then follow four paragraphs regarding signature and ratification. Article 9 might be drafted as follows:

"The present treaty shall enter into force as soon as the Secretary-General of the League of Nations has received ratifications or accessions on behalf of two Members of the League of Nations."

Baron Rolin Jacquemys considered that his proposal would give rise to no objection on the part of the British delegation.

M. MASSIGLI (France) considered that the question which had been raised was rather delicate. If he had rightly understood Baron Rolin Jacquemys, he had proposed the drawing up of an act based on the model of the General Act, that was to say, an act which would be open to the signature and adhesion of the Powers for an indeterminate period. On the other hand, M. Massigli understood that Viscount Cecil did not personally exclude the form of treaty with the enumeration of the contracting parties. The method proposed by Baron Rolin Jacquemys would involve the omission of that enumeration in the making of a general act. It was that which caused anxiety to M. Massigli.

At the previous meeting, General de Marinis had very rightly observed that the treaty under consideration would involve the Council in certain responsibilities. For his part, M. Massigli wondered whether it was possible that such a treaty would work if certain members of the Council, at least the permanent Members, would not adhere to it. It would at least be necessary — and this was a suggestion which Viscount Cecil seemed prepared to accept — to stipulate that each State could, when ratifying the treaty, make the effects of its ratification dependent on the ratification of such other Power as it might specify. That question would have to be dealt with by the Council or the Assembly.

M. Massigli pointed out another reason why he was anxious about the proposed plan. The General Act had been adopted unanimously without the formulation by any Power of reservations in regard to its contents. Without being pessimistic it must be remembered that the draft treaty would be accompanied by many reservations. Would it be possible, under these circumstances, to give it the form of a general act, open to signature by all Members of the League? Would it, perhaps, be premature to try to deal with the question immediately, and to study two different systems — that of a general act and that of a special convention — and to leave the Assembly to decide between them.

Dr. GÖPPERT (Germany) recalled and confirmed the statements which he had made two days previously regarding this question. It was necessary to make the entry into force of the Convention dependent on its ratification, from the beginning, by a large number of States.

Viscount Cecil had pointed out certain objections to that procedure, namely, that two States might be prevented, if they intended to do so, from being bound by the Convention. If, however, only a few States wished to submit to the Convention, it would not be worth while to establish a general convention, and the model treaty, adapted to suit their requirements, would suffice. In that connection, Dr. Göppert would ask the Drafting Committee to take into consideration the observations he had made.

In conclusion, the German delegate stated that he accepted M. Massigli's proposal to leave to the Council or to the Assembly the fixing of the number of ratifications necessary for the entry into force of the Convention.

Baron ROLIN JAEQUEMYS (Belgium) wished to point out, in reply to M. Massigli's observations, that he had not had the idea that the Committee, in so far as it was possible to reach agreement, would frame the text of a convention in which the names of the parties which signed it at the beginning did not appear. He agreed with Dr. Göppert that it would be preferable to give the names of the parties. The treaty would therefore begin with a preamble similar to that which was usually adopted.

In regard to Article 8 and the following articles, it seemed preferable for the Committee to redraft them itself rather than to leave everything to the Assembly. The latter would be obliged, after approving the principles of the articles submitted to it, to entrust one of its Committees with the work. There might be a danger that the latter, all of whose members would not have taken part in the work of the present Committee, and being pressed for time, would do less complete work. In those conditions, it would be preferable to refer the articles to the Drafting Committee.

Dr. Göppert had said that the Assembly should be asked to decide on the number of ratifications necessary for the entry into force of the treaty. If the Committee were to suggest a figure, Baron Rolin Jacquemys did not consider that it would thereby raise any great difficulty for the Assembly, if the latter considered it desirable to replace that figure by another. To leave a blank or to indicate a figure would amount to almost the same thing in the present case.

M. RUTGERS (Netherlands) could not see the difference indicated by M. Massigli between the suggestions of Viscount Cecil and those of Baron Rolin Jaquemyns. He presumed that M. Massigli's conception regarding this point was the result of a slight error in the British text which said "the above-named Plenipotentiaries". That proposal was not in conformity with the British idea of giving the Convention the form of a general convention — a protocol open to signature. In a protocol of that kind no mention was made of plenipotentiaries. The General Act, moreover, did not contain a preamble enumerating the contracting parties and the plenipotentiaries. It was simply a document open to signature.

His second observation arose from the statements of Viscount Cecil regarding possible reservations. The General Act of 1928 gave the right to make reservations at the time of signature, reservations the content of which was limited in the General Act itself. The British delegate had also spoken of a reservation at the time of signing the general Convention which was now under discussion. Ratification would be subject to the condition that certain other States also signed. M. Rutgers was not opposed to that idea, but he would ask whether the Drafting Committee should not in that case draft a special article concerning possible reservations. It was necessary either to exclude all reservations or to enumerate the reservations which were permitted on signing, ratifying or acceding to the general Convention.

The CHAIRMAN, summarising the discussion, noted the existence of certain different points of view. Reference had, however, been made during the discussion to all the possibilities. Since the Committee agreed that the Drafting Committee should be asked to redraft the texts, the question could be definitively dealt with by the latter, and a formula submitted to the plenary meeting of the Committee.

The Committee agreed to ask the Drafting Committee to consider Articles 8, 9, 10 and 11, which were formal in character.

General Observations.

The CHAIRMAN invited the Committee to consider the general observations appearing at the end of document C.A.S.95(1) (Annex 5).

Observations of the Government of the Netherlands.

Viscount CECIL OF CHELWOOD (British Empire) asked M. Rutgers whether, in view of the large number of States which had now signed the Optional Clause, it was necessary to insert a specific clause in the Convention.

M. MASSIGLI (France) drew M. Rutgers's attention to the fact that the Committee was endeavouring to draw up a treaty which must come into play in particularly urgent and serious cases, in order to prevent a conflict. If one of the States concerned said: "I appeal to the Court", M. Massigli feared that, in the meantime, war, with all its consequences, would break out. The object was precisely to avoid such consequences. The Convention should not be complicated by introducing provisions which would render it inoperative.

M. RUTGERS (Netherlands), replying to Viscount Cecil's observation, did not consider that the Optional Clause could be applied in the case in question which implied a dispute between the Council and a Government. The decision of the Court would take the form of an advisory opinion for which the Council would have asked at the request of one of the parties.

M. Rutgers would reply to M. Massigli that the effect of the proposal of the Netherlands Government would be to make the treaty more effective, particularly in the case of a dispute between the Council and one of the parties as to whether the Council's recommendation had a bearing on the basis of the dispute or not.

Without the Netherlands proposal, the State concerned would not consider itself obliged to obey the Council, and the text of the treaty would remain inoperative. According to this proposal, the State concerned would have the right, if necessary, of recourse to the Court by a request for an advisory opinion through the intermediary of the Council. It ought, however, first to obey the Council and the final decision would be taken by the Court.

The CHAIRMAN considered the amendment very dangerous. It was intended to give the Council great authority, but the amendment would to some extent suspend over its head a sword of Damocles. It was evident that a State, faced with the decision of the Council, would be tempted, impelled both by public opinion and by considerations of prestige, to apply immediately to the Court. If the decision of the latter were favourable to the thesis of the Council, the situation of the latter would be strengthened. It was necessary, however, to anticipate the contrary. Might not the Court pronounce against the Council's decision? The latter would then be placed in an extremely difficult situation. Even if the State concerned were obliged at first to obey, the Court would eventually state that it was opposed to the decision of the Council, and the party concerned would finally be victorious over the Council. That was an extremely dangerous situation from the psychological and political points of view. There would be a danger of the general Convention becoming inoperative or at least of being weakened, and, on the other hand, the moral position of the Council would be very delicate. It had always been desired to avoid a situation of that kind.

Baron ROLIN JAEQUEMYS (Belgium) supported the judicial and very practical considerations put forward by the Chairman. They were sufficient to carry conviction to the Committee. Nevertheless, he wished to add to them a consideration of another kind. It was desired to include in the text of the Convention, a preamble in which the Covenant was mentioned. Thus it was necessary in the text to have regard to the Covenant. Article 14 of the Covenant stated however :

“The Council shall formulate . . . plans for the establishment of a Permanent Court of International Justice . . . The Court may also give an advisory opinion upon any dispute or question referred to it by the Council or by the Assembly.”

That article excluded the right of the parties to ask the Court for an advisory opinion. It would not, therefore, be admissible that, under the terms of the Convention in view, the parties should be able to ask the Court for an advisory opinion. At the same time, if a doubt existed, or in order to strengthen the Council's view, the latter would be able to ask the Court for an advisory opinion either suspending its action or not. There was no need, however, to say so, since the Convention now being prepared was based on the Covenant, and since the latter contained the rule included in Article 14. The Council would ask for nothing better than to follow that rule and it was necessary to have confidence in it.

M. CORNEJO (Peru) considered that the arguments put forward by the French representative were indisputably very strong. It was necessary that the measures prescribed in the treaty should be applied immediately in the event of a dispute. It was obvious, however, that if the Permanent Court of International Justice had to be consulted before they were applied, the war which it was desired to avoid would have time to break out and even to be terminated.

The point of view expressed by the Chairman was also very clear. The fact should be established that the Council constituted the supreme authority for the maintenance of peace, for it represented the executive authority of the League of Nations. Its recommendations should be applied without any restriction when they were adopted unanimously.

M. CORNEJO considered that the amendment proposed by the Netherlands Government would be of importance if the Council did not reach a unanimous decision. In that event, it would perhaps be useful to consider a text authorising resort to the Court for the purpose of giving executive force to the measures proposed by the majority of the Council. In the event of unanimity, however, M. Cornejo insisted on the fact there could be no authority superior to that of the Council, and that the measures which it advised, if they were to be effective, should be applied immediately.

M. RUTGERS (Netherlands) recalled that the Government of the Netherlands considered that when the Council took a vote the votes of the parties to the dispute should not be counted. If, indeed, the parties were allowed to vote, the suggestion at present under consideration would be of no value. The Governments which were of opinion that the votes of the parties should count had not opposed the article, since they went further still. The object of the proposal of the Netherlands Government was simply to provide for resort to the Permanent Court when a legal dispute arose as to whether the treaty applied in the case in question.

M. Rutgers asked his colleagues to be good enough to imagine the situation of a State which could not take part in the Council vote and which was of opinion that, in the particular case, the treaty was not applicable. If the Council were not obliged to ask the Court, at the request of one of the parties, for an advisory opinion, what could such a State do ? It would receive an order from the Council, but at the same time it would consider that it was not compelled to comply with it. The Netherlands Government had no intention of weakening the treaty, but it considered it to be absolutely necessary to leave an opening for the State which, in good faith, considered that it was not obliged to comply with the recommendations of the Council. If that possibility existed, the State in question would obviously be compelled, in the first place, to follow the Council's recommendations. If, however, no such possibility existed, it might decide on its own responsibility whether the treaty should or should not apply. If it considered that the treaty did not apply in a particular case, it would not be obliged to submit to it.

The CHAIRMAN could very well understand M. Rutgers' observations. He believed M. Rutgers would agree that the question should be referred to the Drafting Committee, which would take into consideration the cases which had been cited. Personally, the Chairman wondered whether the insertion of the clause would not be somewhat dangerous. He recalled the case quoted by Baron Rolin Jaquemys. Nevertheless, the Drafting Committee would study the question and would see what action could best be taken.

Observations of the Norwegian Government.

The CHAIRMAN stated that if no one wished to comment on these observations, the latter would be referred to the Drafting Committee.

Agreed.

Preamble.

The text of the Preamble and the amendments proposed by the British, Danish and Netherlands Governments were read.

The CHAIRMAN noted that the three amendments requested that reference be made in the Preamble to the Pact of Paris. The Committee had already discussed whether or not it was desirable to refer to the Pact in Article 7, and the majority of the Committee had expressed a negative opinion. It was true that, as regards the Preamble, the situation was somewhat different, and the Chairman would ask the members of the Committee to be good enough to explain their opinions on that subject.

Viscount CECIL OF CHELWOOD (British Empire) agreed with the Chairman that the situation as regards the Preamble was different. He had been against inserting a reference to the Paris Pact in Article 7, because the proposal in that case was to say that nothing in the treaty was to be considered as in any way affecting the principles of the Pact of Paris, and he had thought it undesirable to suggest that anything which certain signatories of the treaty could do would affect the general obligations of the Pact.

The present case was somewhat different. There were two great international instruments of which the fundamental object was the same, namely, to maintain the peace of the world; one was the Covenant of the League of Nations and the other the Pact of Paris. If it were said in the Preamble that the object of the Convention was to strengthen the means of preserving peace, it would seem that there should be a reference not only to the Covenant but also to the other great international instrument which had the same object. Otherwise, it might be thought that its existence was undervalued.

This was not a question of very great importance, but he thought that, as a matter of international courtesy, reference should be made to both instruments.

M. COBIÁN (Spain) proposed, as a compromise, that the Preamble should refer to the principle which inspired the Pact of Paris, that was to say, the outlawry of war, but should not expressly mention the Pact.

Baron ROLIN JAEQUEMYS (Belgium) would prefer that no reference to the Pact of Paris be made in the Preamble, for the reasons which he had developed during the discussion of the same question in regard to Article 7. If, nevertheless, the Committee was of the other opinion, the Belgian delegate would desire the Drafting Committee to take note of the fact that the present text of the Preamble did not expressly refer to the Covenant of the League of Nations. It referred only to the Council. The latter, however, was an institution, whilst the Pact of Paris, which Viscount Cecil desired to see expressly mentioned, was a convention. Baron Rolin Jaquemys did not consider it possible to say on the one hand ". . . noting that to this end the task of the Council of the League of Nations in ensuring peace and conciliation . . ." and, on the other hand, to add, as the British delegation proposed, an express reference to the Pact of Paris without also mentioning the constitutional Covenant by virtue of which the Committee on Arbitration and Security existed.

Consequently, if the majority of the Committee were in favour of mentioning the Pact of Paris, the Belgian delegate would ask that the Covenant of the League of Nations should also be mentioned. He would repeat, however, that he thought it preferable that the text of the Preamble, as it appeared in the model treaty, should be reproduced, without change, in the general Convention.

M. DE CASTRO (Uruguay) considered that it would be preferable not to change the Preamble. The Committee for bringing the Pact and the Covenant into harmony had carefully avoided referring to the Pact of Paris in the Preamble of the Covenant of the League of Nations. It had considered that such a reference would be quite useless, and on that point the report of the Committee said:

"In the Committee's opinion, it was unnecessary to give in the Preamble any further definition of the extent and meaning of the obligation assumed by the States. The Preamble should retain the quite general character given to it by its authors. The prohibition of resort to war will be formulated in more precise terms in Article 12."

On the other hand, the Rapporteur of the Committee, M. Cot, delegate of France, had stated that it appeared to him to be impossible to refer directly to the Pact of Paris in the text itself of the Covenant of the League of Nations. It was not the duty of the League of Nations to supervise the application of the Pact of Paris.

Consequently, M. de Castro associated himself with the statements of Baron Rolin Jaquemys. If, nevertheless, the majority of the Committee supported the view of the authors of the amendments, the delegate of Uruguay would have no objection to the adoption of M. Cobián's proposal. There was no doubt that everyone could agree to making a reference to a principle condemning war, on condition that the Pact of Paris was not expressly mentioned.

M. CORNEJO (Peru) pointed out that the situation of the Committee for the Amendment of the Covenant of the League of Nations in order to bring it into harmony with the Pact of Paris was very different from that of the present Committee. The Covenant of the League of Nations preceded the Pact of Paris. It had already been in force for ten years, and the mandate of the Committee in question had been to put the Covenant of the League of Nations in harmony with the Pact. It was obviously not necessary, in doing so, to modify the Preamble of the Covenant. It sufficed to modify the articles which were not in harmony with the Pact of Paris.

The draft treaty which the Committee was discussing, however, was subsequent to the Pact of Paris, as well as to the Covenant of the League of Nations. If, in the Preamble, reference were made to the latter, it would be essential to refer also to the Pact of Paris since the object of both, as Viscount Cecil had rightly said, was the suppression of war. M. Cornejo considered that the Committee would be acting wisely to adopt the opinion of the British delegation.

M. Cornejo then desired to draw the attention of the Committee to an idea which he believed had already been expressed by the delegate of France. The Preamble imposed an obligation on the contracting parties to appoint special plenipotentiaries. That did not appear to be the best procedure for encouraging the greatest number of signatures. M. Massigli's observation could also be applied to the stipulation regarding the appointment of special plenipotentiaries. The Committee on Arbitration and Security emanated from the League of Nations, and undoubtedly the Committee should follow in all its work the procedure already adopted by the Assembly. What obstacle would there be to the signature of the treaty by the delegates of the States to the Assembly? If they came to Geneva with authority to vote for all the measures proposed by the Committee, why should they not be authorised to sign the treaty, being provided with the necessary powers?

M. Cornejo asked the Committee to be good enough to consider that idea. He would even go further. He desired that a procedure contrary to the usual procedure should be established and that for this treaty, and eventually for other treaties, the procedure to be followed should consist in allowing States a period of time in which to refuse their approval and to consider, if they had not stated clearly within a period of one year that they rejected a solution adopted by their delegation to the Assembly, that their approval had been given. He considered that the acceptance by the delegation of a State definitely bound that State if it had made no observation within a period more or less long.

M. Cornejo drew the Committee's attention to the obvious objections to the procedure of asking States to appoint special plenipotentiaries. It was undesirable that the procedure should be too long. He insisted on the point that the delegations of States to the Assembly should be considered as authorised to sign. Each delegation would be able to ask for authority to sign. It was its own affair.

In brief, M. Cornejo accepted the amendment proposed by the British Government. He considered that the Pact of Paris should be referred to in all documents emanating from the League of Nations. That was, in his opinion, essential.

The CHAIRMAN thought that the discussion on the Preamble was now closed.

In regard to the observations of M. Cornejo, the question of the plenipotentiary delegates should obviously be settled by each State for itself.

In regard to the last suggestion of M. Cornejo, the Chairman was the first to desire to advance as quickly as possible, but up to the present the tradition had been that the various States should never be put in a situation in which they would be obliged to adopt solutions too hurriedly. It would be better to give them time for reflection. That question would be the object of a fresh examination.

The Drafting Committee would now endeavour to draw up a definitive formula. It would take into account the observations which had been put forward, and would endeavour to draw up a text which would receive unanimous support.

The Chairman proposed Baron Rolin Jaquemyns as Rapporteur of the Drafting Committee. He had already carried out that function with great competence.

This proposal was adopted.

Baron ROLIN JAEQUEMYS (Belgium) thanked the Committee for the honour which it had done to him.

EIGHTH MEETING

Held on Monday, May 5th, 1930, at 10.30 a.m.

Chairman : M. BENEŠ (Czechoslovakia).

16. Examination of the Draft Convention on Financial Assistance : General Discussion.

The CHAIRMAN reminded the Committee that the Assembly, at its last session, had instructed it to draw up, in co-operation with the Financial Committee, a complete text of a draft Convention which would be communicated to the Governments and then submitted either to a special conference, or, at the latest, to the eleventh Assembly. The Assembly had, at the same time, recommended that the Convention should be signed at as early a date as possible.

The Financial Committee had framed a preliminary draft which it had submitted to the last Assembly and this draft had been re-examined at the Committee's session in January 1930 in the light of the observations made at the last Assembly.

The Committee on Arbitration and Security had now before it the new conclusions and suggestions of the Financial Committee. That Committee had appointed M. de Chalendar, M. Janssens, M. Pospisil, and Sir Henry Strakosch to co-operate with the Committee on Arbitration and Security in drafting the text which had to be framed at the present session.

The Chairman welcomed the members of the Financial Committee and thanked them for their collaboration.

The Secretariat had combined in a synoptic table (document C.A.S.88, C.P.D.190) (Annex XII) the texts and suggestions which formed the basis of the Committee's work. The two addenda to this synoptic table, which had also been distributed, contained further observations and proposals by the Danish, British and Finnish delegations, which had been received after the synoptic table had been printed.

The Chairman proposed that the Committee should take the synoptic table and its addenda as a basis for discussion. He thought that it would be unnecessary to open a general discussion, and he would ask the Committee for its opinion on this point. Before that, however, the delegations of Turkey and Finland wished to make certain observations of a general character.

MUNIR Bey (Turkey) thought there was no need for him to re-affirm the high value that his Government placed on all work for the consolidation of peace. The Turkish delegation, therefore, regarded favourably the plan of financial assistance for States victims of aggression, and, in connection with this subject, he wished to present certain observations of a general character.

In questions which only concerned the application or modification of the principles of the Covenant, or its supplementation by additional provisions, the observations of a non-Member of the League might perhaps be out of place; but such was not the case in regard to the project for financial assistance. That was a separate plan which would be the subject of a separate Convention, and he was glad that this was so, because, under certain conditions, the scope of the Convention would be very much widened by bringing it within the reach of States that were not Members of the League.

Non-Member States, as well as States that were Members of the League of Nations, far from considering the task of strengthening peace as the exclusive monopoly of a single institution, however large and well organised that institution might be, had no hesitation in trying to take part in all measures and institutions that had this aim in view. In this way, a much wider circle had been formed outside the Covenant of the League of Nations by the Pact of Paris, and there was no reason why an instrument of a similar tendency, but of a more universal character, might not, in the future, cover all the nations of the world.

Would it not be right, moreover, to find in the path followed by the League of Nations the proof of the desire to widen, as far as possible, the field of application of all measures devoted to pacific ends? Had not the model treaties and conventions prepared by the Committee on Arbitration and Security, as well as the General Act, been framed with such elasticity as to be open to the accession of non-Member States? It seemed evident that the same plan would be followed in the case of the future convention for the limitation and reduction of armaments.

Such considerations led to the belief that the plan for financial assistance ought not to exclude the participation of non-Member States; but, on this point, which was of special importance, the draft Convention was not quite clear. While Article 28 definitely excluded the accession of non-Members of the League, neither the Preamble nor the provisions of the other articles contained any definite indication forbidding such States the possibility of signing the Convention as contracting parties. However, the fact that the accession of such States was forbidden, constituted a strong presumption for the negative interpretation, especially since Article 22 provided for the case of non-Member States only so far as their offer to participate as guarantors of loans was concerned.

The treatment which seemed to be reserved for non-Member States was questionable, since it deprived a number of parties to the Pact of Paris of the possibility of taking part in the Convention. There was no necessity to furnish proofs that there could be no advantage for the League of Nations to restrict the possible application of this Convention. On the contrary, it might happen that States that were non-Members of the League of Nations but parties to the Pact of Paris might find difficulty in participating in the Convention owing to difficulties similar to those that had already prevented them from acceding to the Covenant of the League. Their adherence would be all the more important because it would mark the first stage in a system of sanctions common to the Pact of Paris and the Covenant of the League.

After these observations, which he had brought forward to justify the possibility of making the Convention on Financial Assistance accessible to States non-Members of the League, he came now to the special considerations which his delegation wished to put forward.

The Turkish Government, while asserting its desire to participate in all measures for strengthening peace, considered, as a fundamental condition of its accession to such a Convention, that it must have the right to take part, on a footing of perfect equality, in the discussions and decisions involved by the provisions of such a Convention.

The same pre-occupation seemed to have been shown already by a Member of the League of Nations, Denmark, which had expressed its anxiety about the derogation from the principle of Article 4, which resulted from power accorded to the Council to lay down regulations and impose certain obligations on Members of the League without such Members being able to take part in the discussions and decisions. Though the Danish Government was not represented on the Committee, its observations would, no doubt, receive as thorough consideration as those of any other State. It was possible, moreover, that such feelings of anxiety might be shared by a large number of Members of the League which had been

invited to accede to the Convention, not only because of the derogation in this special point from the principle of Article 4 of the Covenant, but also because of the effect the granting of financial assistance under paragraph (a) of Article 1 might have on the obligations they had assumed under the Covenant. The decision to give financial assistance to a State, victim of aggression, pre-supposed (according to the terms of this paragraph) the recognition of aggression by another State in violation of its undertakings. This solemn recognition would have, among others, the following effects :

1. An individual obligation for each State, Member of the League of Nations and represented on the Council at the time of the granting of financial assistance, to carry out immediately the undertakings it had entered into in virtue of paragraph 1 of Article 16 ;

2. A collective obligation for the Council, which would have to take the decision in question, to make at the same time certain recommendations either for measures of a military character, in virtue of the duty prescribed by paragraph 2 of the same article, or for measures of economic pressure and other non-military measures, in conformity with the resolutions of the Assembly of October 4th, 1921 ;

3. An obligation of greater force than any moral obligation, for States Members which were parties to the Convention but not represented on the Council, to conform to these recommendations. That obligation, stronger than a moral obligation, would certainly not be of a contractual nature if it were understood, as certain delegations wished, that the contracting parties merely gave the Council a mandate to determine the aggressor, with the sole object of providing assistance to the victim of the aggression, and not with the intention of requiring them to consider the aggressor as really guilty. Even in the latter case, the obligation would be undoubtedly felt by the States affected by it, all the more so because they would have already consented to give financial support to the supposed victim of the aggression.

For contracting parties which were not Members of the League, but which were bound by the Pact of Paris, the effect of the Council's decision on their obligations in virtue of this Convention, would be none the less important. The Pact of Paris, in outlawing war as an instrument of national policy and in excluding from its benefits only those contracting parties which might henceforth try to develop their national interests by having recourse to war, would have been an instrument completely in contradiction with the object in view if it had been possible to deduce from it the possibility of allowing assistance to be given to a State which the contracting parties might consider as the aggressor, to the great detriment of another State which, according to their view, was in a position to benefit from the guarantees furnished by the Treaty. The fact that the terms of the Convention on Financial Assistance might force them to help a State that they might eventually consider to be, not the victim of aggression, but the author of this aggression, would be incompatible with their obligations. In his opinion, it was extremely probable that such a situation might arise as a consequence of the Covenant of the League of Nations.

Such were the reasons which favoured the participation of representatives of all the contracting States in the Council's discussions and decisions when questions concerning financial assistance were examined. The enjoyment by a restricted number of States of a measure which would not only set in motion the system of financial assistance, but which would also have repercussions on a number of important engagements, such as the Covenant of the League of Nations and the Pact of Paris, would not fail to make Parliaments anxious, and would constitute a serious obstacle to the ratification of an act which did not give the Governments concerned any opportunity of participating in discussions and decisions which might be of considerable consequence to them.

The Committee must therefore consider, first, whether it was possible to accept the principle of the accession of non-Member States. If that question were decided in the affirmative, the Turkish delegation, while reserving its observations concerning the individual articles of the draft, wished to say that, for the reasons just stated, it considered the participation of a representative of the Turkish Government in any discussions and decisions an essential condition for the accession of Turkey to the Convention.

The CHAIRMAN said he thought it would be better to reserve the question raised until the moment when the Committee should come to the discussion of the articles of the draft.

M. COBIÁN (Spain) wished to recall, at the moment when the Committee was beginning to discuss the draft Convention on Financial Assistance, the terms in which the tenth Assembly had entrusted the Committee with the mandate to examine this draft. These terms were clear and precise, and could not be misunderstood or underestimated by anyone. Contrary to the way in which the Assembly had referred to the first draft Convention which the Committee had had to consider, the Assembly clearly and definitely asked the Committee to examine the draft Convention on Financial Assistance at its present session ; in fact, the Assembly had emphasised the urgency of this task and wished the draft to be ready for submission to the next Assembly.

It was clear that the Assembly expected that the draft might be elaborated. By acting in this way, the Assembly had taken into account the sympathy shown by public opinion for the draft Convention on Financial Assistance.

M. Cobián quite understood that certain States might hesitate before assuming obligations as important as those involved by the draft, and that others might fear that such a Convention would encourage war rather than prevent it

Nevertheless, whatever the Committee might think, it was certain that the principle of financial assistance had been approved by the Assembly, and that the Assembly had instructed the Committee on Arbitration and Security to prepare the complete text of this draft. He hoped, therefore, that all delegations would make the necessary effort to carry out this task during the present session, because it was the Committee's duty to justify the confidence that had been placed in it.

The CHAIRMAN thanked M. Cobián for his encouraging remarks, with which he entirely agreed. The Assembly had given a very clear mandate to the Committee. The draft Convention on Financial Assistance was one of the documents that had been most discussed in the Committees of the Assembly and in the special Committees appointed for the purpose. He thought, therefore, that the work could be brought to a rapid conclusion. Moreover, there were only two or three questions of principles to be settled, and these had already been the subject of such long discussion that he hoped that the Committee would be able to reach an agreement quickly.

Consequently, he proposed that the Committee should rapidly review the articles of the draft, the examination of the details being left to the Drafting Committee. For these reasons, he considered that a general discussion was not necessary, and that questions of principle could be raised during the discussion of the various articles to which they referred.

M. CORNEJO (Peru) thought that, if the whole action of the League of Nations were to be limited to granting financial assistance to States victims of aggression, it might be said that the League of Nations, the Covenant, and the Pact of Paris had failed lamentably. Was it to be supposed that all the Council could do, if a State, in spite of the League, dared to defy the world by attacking a weaker State, was to guarantee a loan to the victim? Naturally, such an aggressor would be absolutely certain of victory, and therefore would attach very little importance to the possibility of money being lent to its victim. The aggressor would certainly be able to end the war, to force a treaty upon the defeated State, and even present that treaty for registration by the Secretariat of the League of Nations, since no provision existed to prevent the registration of such a treaty.

In these circumstances, M. Cornejo thought that the draft Treaty on Financial Assistance should be considered as complementary to other more important measures prescribed by the Covenant, and which must be regulated by the League. Such was the underlying idea of the Assembly's recommendation, which contained the following significant words :

“ Noting that the determination of the case in which this assistance could or should be granted is in close relation with the general problem of the definition of the aggressor and with that of the means of preventing war, and that the connection between financial assistance and the reduction and limitation of armaments has been recognised and should be thoroughly examined . . . ”

The instructions of the Assembly were quite clear : the draft Convention on Financial Assistance should be complementary to other much more important measures prescribed by the Covenant.

M. Cornejo thought that the Assembly's intention had been thoroughly understood by the French and British delegations. The British delegation had proposed the following text :

“ If the Council, in pursuit of its duty under the Covenant, shall, in any international dispute likely to lead to war, have taken action to safeguard peace, then if either of the parties to the dispute shall refuse or neglect to comply with any directions given by the Council in furtherance of such action, the Council may accord financial assistance to the other party.”

The French delegation had proposed the following text :

“ Further, if two or more States have undertaken, under conditions to be defined by a Convention on the means of preventing war, or undertake before the Council to carry out the measures recommended by the Council in order to prevent or arrest hostilities between them, the Council may declare that it will accord financial assistance to those of the States in question, being parties to the present Convention, to whose detriment the said measures have been infringed.”

M. Cornejo thought that this was the most interesting part of the draft because, without having recourse to actual definitions, which were always dangerous, the text distinguished the aggressor. The French and British amendments made it perfectly clear that the guilty State was the one which refused to obey the recommendations of the Council to safeguard peace. This declaration removed the most difficult obstacle. The proposed text made it possible, by the pact of disobedience, to distinguish the aggressor State and marked out as the victim State the one which would apply to the League to prevent the crime of war.

Consequently, M. Cornejo thought that it was quite natural to put paragraph (b) at the head of the article, which would make it a preliminary condition that financial assistance would always be consequent on measures that had already been taken with a view to preventing war.

War did not break out like an earthquake, which no one could foresee. Long preparations were made, certain political precautions were indispensable, and visible financial action would give the Council a sufficient time to meet and take the necessary measures to denounce these preparations for war. The mobilisation of the army was always preceded by an ultimatum

or, at least, by a discussion arising out of the dispute. The Council would then have time to order an enquiry, to ask the parties concerned to submit to mediation and arbitration, and to respect the decisions of the Council. It was obvious that no financial assistance could be granted to a State which refused to obey. The docile State had that right.

For those reasons, M. Cornejo asked that the French and British amendments should be placed first, since they would make it possible to determine the State which had disobeyed the Council, that was to say, the one which had been guilty of a threat of war.

M. Cornejo drew the attention of the Committee to another point. The Assembly desired a complete draft defining the aggressor State because financial assistance ought to be in complete harmony with the whole political action of the Council. Article 16 of the Covenant, however, provided for a kind of negative financial assistance. In that article, it was said that the Members of the League undertook immediately to subject the aggressor State to the "severance of all trade or financial relations, the prohibition of all intercourse between their nationals and the nationals of the Covenant-breaking State, and the prevention of all financial, commercial, or personal intercourse between the nationals of the Covenant-breaking State and the nationals of any other State, whether a Member of the League or not".

This recommendation of Article 16 was much more interesting than the question of material financial assistance to the victim State. It threatened the aggressor State with a kind of blockade or boycott which would prevent all imports and exports. These measures were so serious, if they could be applied in a formal manner, that the most powerful State would hesitate before exposing itself to such a condition of commercial and financial isolation from the rest of the world.

In order to be complete, the draft should to contain one or two articles expressing exactly the idea contained in Article 16 of the Covenant. This action would have to be regulated in a practical way so as to allow of immediate application. For example, provision would have to be made to apply to the banks and stock exchanges to prevent the quotation of stocks and bonds of the aggressor State, and to show by what technical means a successful economic and financial blockade of the guilty nation could be realised. In his opinion, a draft Convention on Financial Assistance that contained no such provisions and which did not regulate such a commercial and financial boycott would be incomplete.

Summing up, M. Cornejo proposed (1) that the draft should start with the second paragraph of Article 1 based on the texts proposed by the British and French delegations, since this paragraph had the advantage of giving a perfect definition of the aggressor State; (2) that the draft should be completed by an article regulating the means of carrying out the financial and commercial boycott prescribed by Article 16 of the Covenant. These modifications would allow the Committee to arrive at a result which would be of considerable importance for the maintenance of peace; it would have established in the conscience of the world the impossibility of war.

The CHAIRMAN thought that the Committee had agreed to have no immediate general discussion. Each article of the draft Convention would be examined separately. M. Cornejo had already dealt with some of the articles, and his observations would be taken into consideration by the Drafting Committee.

Article 1.

The CHAIRMAN reminded the Committee that the text submitted to the tenth Assembly treated the case of war and the case of the threat of war on the same footing. The Third Committee of the tenth Assembly, however, had asked that the application of financial assistance in the case of war should be treated separately from its application in the case of a threat of war, and suggested that any additional proposals should be placed in the last paragraphs which were to be found at the bottom of the synoptic table. The British and French amendments had taken into account these proposals. The Committee had received a further proposal from the Finnish delegation (Annex XI) which was in harmony with that idea, and which might be said to give a kind of logical resumé of the other proposals.

The German and Italian delegations had presented a further amendment to replace the words "the Council should decide" by the words "the Council may decide". In other words, this proposal raised the question whether financial assistance should be obligatory or optional. It would be best for the Committee to decide on the question of principle, and to leave the Drafting Committee to draw up the text.

M. ERICH (Finland) paid a tribute to the Financial Committee for the invaluable preparatory work it had done. It might be said that the mechanical or technical side of the question of financial assistance had been completely covered by the draft presented by the Financial Committee. This draft could serve as a basis on which the future Convention could be drawn up.

While avoiding political questions, and leaving them to be considered by other organisations such as the Committee on Arbitration and Security, the Financial Committee had repeatedly emphasised the close logical connection between the technical functioning and the political aspect of the question of financial assistance. The Financial Committee had emphasised this interconnection in a most ingenious manner, and for that reason he thought that it would be useful, when the Committee on Arbitration and Security came to discuss the different articles, and especially Article 1, to refer to the arguments presented by the Financial Committee in its report.

M. Erich wished to present the text of Article 1 as drawn up by the Finnish delegation (Annex XI), in conformity with the instructions of the Finnish Government. This Finnish amendment was closely related to the guiding ideas expressed in the draft drawn up by the Sub-Committee of the Third Committee of the last Assembly. In fact, the only modifications made to the text of the Sub-Committee had originated in the necessity of taking into account the consequences of the Pact of Paris which had outlawed war, in the same way as this had been taken into account in the report and proposals of the Committee charged to amend the Covenant of the League of Nations in order to bring it into harmony with the Pact of Paris.

If the Finnish proposal pre-supposed a case in which a State might have recourse to war "contrary to its international obligations and engagements", it merely wished to emphasise the fact that for nearly all States the Pact of Paris had formally forbidden recourse to war. The addition of the words "international obligations" emphasised the fact that it was necessary to take into account not only conventional written engagements, but also those obligations that arose from general rules recognised by civilised nations without those rules retaining their force and their value as provisions of a conventional nature.

The text proposed by the Finnish delegation spoke advisedly of recourse to war and not of a declaration of war, since it was precisely recourse to war that was forbidden, whether it was accompanied or not by a formal declaration preceding the outbreak of hostilities. It was obvious that no State bound by the Pact of Paris would be so foolish as to declare war, that was to say, to commit an act of self-denunciation by breaking the Pact which forbade war as an instrument of national policy. If such a State's intentions were aggressive, it would conceal them as far as possible.

To require unanimity on the part of the Council when deciding whether financial assistance should be granted or not was a condition that was likely to weaken the practical utility of such assistance. Moreover, if the granting of financial assistance and the right to benefit by it were not made compulsory under certain conditions, if it were thought sufficient to recall that a kind of financial mechanism was in existence which the Council could use if it thought good, then the last efficient guarantee of security which, according to the opinions expressed up to the present, ought to be the most essential part of financial assistance, would be removed.

It was true that the Council had always the right to grant financial assistance to the victim of aggression. That was self-evident, but the important thing was that countries that might need help should be assured of it in advance. That was why the Finnish delegation insisted on a text which emphasised the duty of the Council to grant financial assistance to a State that was a victim of aggression as soon as the requisite conditions were fulfilled.

If it was absolutely certain that the sanctions under Article 16 of the Covenant could be fully applied and without undue delay, the question whether financial assistance would be compulsory or optional would be of secondary importance. It might even be said that in such a case financial assistance would be of secondary importance in comparison with the measures of assistance for which provision had already been made; but, as long as the regular working of the sanctions was more or less problematical and depended merely on the individual appreciation of the facts by States, it was important to have, in a scheme for financial assistance, a provision for the case of the outbreak of war, which should not be completely optional *merae voluntatis* and which should be less hazardous than a provision depending completely on the unanimity of the Council, a condition that might produce unpleasant surprises. Moreover, the mere fact of recognising that the Council's action in this matter was optional would be hardly in accordance with the general bearing of the Pact.

M. Erich emphasised the always logical attitude of the Financial Committee. There were excellent passages in its report on the work of its twenty-seventh session:

"In case an attacked State, being a party to the Convention, appeals for financial assistance under the Convention, the Council of the League, on the advice of the Financial Committee, would decide to what extent and in what manner this request is to be complied with and would fix the amount of the loan";

and again:

"Once the Council has solemnly declared a country to be the innocent party in the crisis, thus authorising the application of the international guarantees for its benefit and committing the States represented on the Council to its support, the moral effect and the confidence in the successful issue of the public loan would be sufficient to enable the attacked State to obtain temporary financial facilities for its most urgent needs" (document A.57.1927.IX).

On the other hand, in the 1929 report (document A.10.1929.IX), the Financial Committee spoke of the influence of organised financial assistance on disarmament and on guarantees for security:

"The origin of the scheme indicates that its declared object was to reinforce the general sense of security in order to promote the progress of disarmament. In order to attain this object, it was essential that the scheme should satisfy the test of practical application. More than this, in so far as it was intended to act as a deterrent, it was important that the States which would be expected to regard the scheme as a factor influencing their disarmament policies should realise in advance that its application could and would be swift, automatic and efficacious."

In this passage of the report the Financial Committee has emphasised the importance of the automatic working of financial assistance together with disarmament and with the sense of security that inevitably depended upon the reduction of armaments.

M. Erich wished to bring forward yet another argument. He had referred to the importance of unanimity as a guarantee against any too hasty a decision. To state in Article 1 — that in the case of the outbreak of hostilities the Council had a free choice to grant or refuse financial assistance, although the conditions necessary for that assistance had been fulfilled — would almost certainly have a regrettable effect on the individual attitude of Members of the Council, a fact which was not inevitable but which might happen quite easily. One Member or another might say that there was good reason, since the Council itself was not obliged to intervene in favour of the victim State, for some particular State to be justified in turning the situation to its own immediate advantage and drawing from it convenient conclusions. Such an attitude on the part of a State, Member of the Council, was incompatible with the main ideas of the Covenant, if it were taken for granted that there was at least a moral obligation for each State to take part in a decision, or even in an action, the necessity of which was obvious and which had been recognised by the Council, or, at least, by the majority of its Members.

Paragraph 2 of Article 1 dealt with a special case of considerable practical importance, the imminent danger of a rupture. Previous to the Pact of Paris, the expression would naturally have been danger of war; but since recourse to war was forbidden, it seemed better not directly to suppose a danger of war. On the other hand, the danger of a rupture always existed and provision was also made for it in the new text of Article 12 of the Covenant of the League, as proposed by the Committee for amending the Covenant of the League to bring it into harmony with the Pact of Paris. In the case provided for by paragraph 2, the Council could grant financial assistance provided that, in the circumstances, the applicant State was obviously menaced by another State. In these conditions, the granting of financial assistance was really surrounded by all the necessary precautions.

Paragraph 3 of the Finnish proposal conformed exactly to division (b) of the Subcommittee's text of Article 1:

It might perhaps be objected that paragraphs 2 and 3 of Article 1 of the Finnish proposal only made provision for optional financial assistance. Since it had been recognised that financial assistance had not only a repressive but also a preventive character, and since a distinction had been made between aggression and the danger or threat of aggression, that very distinction implied that financial assistance was reserved for the first case, that was to say, the case of aggression. While recognising the value of financial assistance as a preventive measure, the Committee must admit that it was possible to give it in this case an optional character.

Under Article 11 of the Covenant, reinforced as it was by the prohibition of recourse to war, the Council ought to take all efficacious measures necessary to safeguard peace. Financial assistance, however, was only one of the measures which might appear useful, appropriate and obvious in a given case. On the other hand, if a State which was bound by the Pact of Paris to outlaw war, nevertheless had recourse to war against a contracting party, it was necessary that the victim should be able to feel confident and certain that the Council would infallibly react against this flagrant contravention. That was obviously the opinion of the Financial Committee too. Speaking of the imminence or danger of aggression, the Committee had said:

“ If the scheme is available before a crisis has developed into war, it is, of course, an additional resource in the hands of the Council in its efforts to prevent actual war being resorted to. To the extent to which the possession of this extra resource is likely to reduce the risk of the obligation of Member States to apply sanctions which would entail great loss of unknown extent becoming effective, potential guarantors have an additional inducement to accept the definitely limited responsibility prescribed in the scheme.”

In this way, the Financial Committee had clearly emphasised the supplementary character of financial assistance in the case of a menace or danger of aggression, letting it be understood that other means could also be used to prevent recourse to war.

In all these possible cases, the Finnish proposal had taken care that the State applying for financial assistance should have the certitude of obtaining it; but that, on the other hand, it would not be possible for it to abuse the situation in which it found itself. In any case, the Council could exact a proof of its good faith and a serious and unflinching promise to submit the dispute, as far as was in its power, to a peaceful solution. Different provisions might be drawn up to meet this case, but M. Erich considered that the Finnish proposal might be considered as perfectly adapted to the matter in question. It might well be asked if, in these circumstances, it was really excessive that an actual right of obtaining financial assistance should be admitted in the extreme case, that is to say, when hostilities had broken out, in spite of the formal prohibition of the Pact of Paris, in a case which meant that a State had been guilty of violating established international order.

Surely, in such a case, the victim State should be granted, without hesitation, the right to obtain the financial assistance provided for by the Convention. Moreover, if the different ways of defining the situation of the Council with regard to the lack of financial assistance were examined, M. Erich thought that it would not be difficult to find a basis for conciliation. Merely by examining the different expressions in the Covenant of the League in order to arrive at a definition of an obligation, differences of considerable importance would be found.

Sometimes the present tense, sometimes the future, was used : sometimes it was said that the Council, or some other body "ought" to do something or another ; sometimes that it "was its duty" to act. M. Erich quoted several concrete cases : in Article 10, "the Council shall advise upon the means by which this obligation shall be fulfilled" ; in Article 11, "the League shall take any action that may be deemed wise and effectual to safeguard the peace of nations" ; in Article 15, paragraph 8, "the Council shall so report . . ." ; in Article 16, "it shall be the duty of the Council in such a case to commend to the several Governments concerned . . ." In the same article, the French text of paragraph 3, was in the present tense, whereas the English text contains the word "will".

It would thus be seen that the terms employed in the Covenant were more or less strong for defining an obligation. M. Erich hoped that the Committee and especially the Drafting Committee would be able to find a formula in this connection which would satisfy everyone.

The CHAIRMAN said that, after the exchange of views which had just taken place, he thought Article 1 could be referred to the Drafting Committee.

In this connection, he wished to put certain questions to the Committee. In the first place, did the Committee agree that a distinction should be made (in accordance with the suggestion that had already been put forward) between cases of war and cases of threat of war.

This was agreed.

The CHAIRMAN then asked the Committee if it agreed to accept the principle contained in the Finnish proposal that, in case of recourse to war, financial assistance should be compulsory.

Baron ROLIN JAEQUEMYS (Belgium) said that he had already given many proofs to show how much he personally and on behalf of his Government, favoured the establishment of a Convention on Financial Assistance. He hoped that the principle would be adopted that the coming into force of this Convention would not be subject to an agreement on other questions such as disarmament. For this reason, he thought that no conditions of too rigorous a nature should be insisted upon in the application of financial assistance. He wondered if it was necessary to force an obligation on the Council and not to allow it, as had moreover been the case before, freedom to decide whether there was reason to grant financial assistance or not — and this even in the case of war ; that was to say, when Article 16 would come into force.

He was the more in favour of giving the Council full liberty to appreciate the situation seeing that, in spite of the proposed Convention on Financial Assistance, Article 16 of the Covenant still existed and that this article admitted various possibilities. In paragraph 3 it was laid down that "the Members of the League agree that they will mutually support one another in financial and economic measures..." This help might also be given in the form of direct intervention by armed force. In these circumstances, the Council could bring economic or other pressure to bear. Was it essential to lay down an obligation that recourse to financial assistance should nevertheless be obligatory even when this assistance might be harmful ? The Council might decide that economic assistance was sufficient, and that financial assistance might go so far as to weaken intervention by armed force, which was provided for also under Article 16.

Consequently, Baron Rolin Jaquemys considered that the Committee ought to keep to the first proposal to the Assembly, that the Council should only accord financial assistance in cases where it seemed to it advisable to do so.

M. TUMEDEI (Italy) thought that the question ought to be examined all the more carefully, since the German and Italian delegations had proposed amendments, and a new proposal had just been presented by the British delegation to the effect that the Council should be left full liberty to decide whether it should grant financial assistance or not. M. Tumedei thought that it was of considerable importance to allow the Council full liberty and that consequently the word "may" should be inserted in the text instead of the word "must".

In his own opinion, and from a constitutional point of view, only the Members of the League of Nations were entitled to impose such an obligation on the Council. He drew the Committee's attention to the following two cases which might occur : several Members of the League might refuse to sign the Convention and consequently only a part of the Members would impose this obligation on the Council, an obligation which must certainly only be laid down by the Members of the League as a whole. The second possibility was that a non-Member State might sign and ratify this Convention. The representative of Turkey had already referred to this possibility. It would be unnatural if a non-Member State could impose an obligation on the Council by signing the Convention.

It might be objected that it was the Council's duty merely to determine the way in which the funds provided by its Members should be employed, but it should not be forgotten that the mere fact of granting financial assistance to a State implied an important moral judgment concerning responsibility for the war. It was not a question of financial aid alone, but also of an implicit judgment as to which party was the aggressor.

For these reasons, he thought it would be better to leave the Council free to make its decision without imposing any such obligation on it.

Referring to the speech made by the representative of Finland, which had apparently emphasised a certain contradiction existing between the duty imposed on the Council and the fact that the Council ought to be unanimous in its decisions, he said that if, in any particular

case, it so happened that the decision was not unanimous, financial assistance would not be granted and yet the terms of the text said that the Council *must* grant financial assistance.

By forcing the Council to grant financial assistance in every case, every Member of the League would be bound to a certain extent and their liberty of appreciation removed.

Moreover, in those cases where there was a difference of opinion between the Members of the Council, there existed, at the same time, a certain moral force which prompted the members of the opposition not to prevent a unanimous decision. M. Tumedei attached considerable importance to this moral force, but he considered that it would be inadvisable to try to add a kind of legal obligation to it.

Concerning these first two points, M. Tumedei referred the Committee to the report of M. Rutgers on Article 16, where he had said that the draft Convention on Financial Assistance was important even from the point of view of Article 16 of the Covenant, and he thought that it would be difficult to combine the interpretation which so far had been given to Article 16 with the draft Convention on Financial Assistance. According to the terms of the resolutions adopted in 1921, it was not the Council which decided whether the Covenant had or had not been infringed but the Members of the League. The terms of the fourth resolution were as follows :

“ It is the duty of each Member of the League to decide for itself whether a breach of the Covenant has been committed.”

That was equivalent to deciding (implicitly, it was true) which was the aggressor State and whether a breach of the Pact had been committed or not. When this proposal was submitted to the Third Committee of the Assembly, M. Tumedei had not insisted upon this argument which, in certain cases even, was of such a nature as to prevent the adoption of any Convention whatever, and he had made no attempt to give it its extreme logical application. But he thought that the existing relations between the Convention under consideration and Article 16 of the Covenant must be considered, and that no duty should be laid upon the Council that would not conform to the constitutional organisation of the League.

He wished to add certain remarks in regard to practical considerations. It was sometimes very difficult to define the aggressor State which was indubitably the responsible party for a war. It might sometimes happen that there was not a single guilty party, but two. Consequently, the Council's appreciation should be left entirely open, so that the former might be able to judge in certain cases whether, although a State had been attacked, it was not necessary to grant it financial assistance, since both the States concerned were guilty up to a certain point.

Another practical consideration was that one of the States concerned might be very wealthy, and the Council might argue that in this case there was no need to give financial assistance. In reply, it might be said that it might be true that such a State would not ask for financial assistance, but the Committee should bear in mind that financial assistance had a moral value of considerable importance, and even if a State had no need of it, it would ask for it simply because of moral reasons.

Finally, the necessity for keeping a certain reserve of funds must be considered. Cases might arise in which a part of such funds had already been employed and the remaining sum at the disposal of the Council was very small. Such a situation might easily arise if it were assumed that the Council would think it best always to keep a certain fixed sum in view of contingencies that might arise later.

In the case when such funds were completely exhausted, the Council's obligation would be merely platonic, for it would not have the means of administering the financial aid which it was its duty to grant. That was an extreme case, and he had no wish to insist upon the point.

But, as the Council had certainly noticed, there were practical reasons against the adoption of so rigid a formula. It was very much better to leave the Council freedom of appreciation. Moreover, it was very difficult to prevent each of the members represented on the Council from giving his opinion and from approving or disapproving of the decision.

In conclusion, M. Tumedei insisted that the Committee should not attempt to impose such an obligation upon the Council, but should leave it full liberty of action.

Dr. GÖPPERT (Germany) fully supported the observations of the Italian and Belgian delegations. On one point, however, he was not in agreement with Baron Rolin Jaequemyns. He referred to the question of the relations between the present Convention and the Convention for the Reduction and Limitation of Armaments.

The German delegation considered that the Council should be authorised to grant financial assistance, but should not be compelled to do so. The delegate for Finland thought that this would lessen the value of financial assistance as a means of security, but this fear was not justified. By making it possible for the Council to grant financial assistance, the Committee would be implicitly creating a duty to do so, if such action were justified, and if the means at the disposal of the Council permitted.

The German delegate did not wish to give the action of the Council an automatic character, or to “mechanise” it in any way. For these reasons, he maintained the amendment proposed by Germany in agreement with the Italian delegation.

Viscount CECIL OF CHELWOOD (British Empire) did not consider the question as important as the Italian and Belgian delegations thought. Those delegations seemed to think that by using the word “shall” all discretion would be taken away from the Council. That, however, was not the case. The Council had first to be satisfied that there had been a resort to war by one of the States — that was to say, that one of the States was the aggressor —

and secondly, that the aggression had been made in violation of the State's international obligations. On both those points, whether the words "shall" or "may" were used, the Council's discretion was absolute and complete. It was only when every Member of the Council was satisfied that one of the parties to the dispute had resorted to war, and had done so in violation of its international obligations, that the obligation in question arose. It was incredible that any honourable Member of the Council who had arrived at those two conclusions could hesitate to say that, in those circumstances, financial assistance should be granted.

Viscount Cecil agreed with the German delegate that the difference between the two words was not very great because when the Council had arrived at those two conclusions, it would be bound to decide in favour of giving financial assistance.

Viscount Cecil wished to add a word regarding the relation between the present article and Article 16 of the Covenant. Article 16 provided two separate sets of sanctions. If any State had resorted to war in violation of its obligations under the Covenant, every other Member of the League was bound there and then, without any discretion, to impose economic sanctions (under paragraph 3 of the article), and to give financial assistance to the victim of the aggression. It would be an absolute obligation on every Member of the League as soon as it was satisfied that there had been a resort to war in violation of the obligations of the Covenant.

Again, under paragraph 2, there was the discretionary power of the Council to recommend what military measures should be taken. There were consequently two distinct obligations under Article 16 of the Covenant—the absolute obligation resting on all Members of the League, and the conditional obligation resting on the Council. From that point of view, he did not think it could be said that the clause under discussion was inconsistent with the general purpose of Article 16.

It was for those reasons that he attached no great importance to the question whether the words "shall" or "may" should be used. There had been no very convincing arguments in favour of one or the other, and the reason why the British Government had, on the whole, preferred "may" was because it wished by every means in its power to testify its confidence in the Council, and to give it the fullest liberty of decision.

Dr. RIDDELL (Canada) considered that the question whether the decision of the Council should be optional or compulsory was one which should not be dismissed too lightly. Before offering financial assistance, the Council would have two important decisions to take. It would have, in the first place, to determine the aggressor, and then be sure that the aggression had been committed in violation of international obligations.

He thought that, if the Council were to be entrusted with taking decisions in the largest issues, it should still more be trusted to deal with matters of less consequence. He agreed, therefore, with Viscount Cecil that, although the matter was perhaps not of vital importance, it would be preferable to employ the word "may" rather than "shall".

The Italian delegate had justly observed that in certain cases the country victim of aggression might very well not feel the need of immediate financial assistance.

In view of all the arguments raised, and after considering the problem as a whole, he thought there was nothing to be gained and a good deal to be lost by substituting "shall" for "may". He therefore supported the proposal to make the Council's action optional.

M. MASSIGLI (France) did not wish to prolong a discussion on comparative philology, but he said that his Government had instructed him to support the Finnish proposal, both parts of which he accepted, that providing for a case of war and the other for a threat of war.

The arguments advanced by Viscount Cecil were of very great importance, and if the Italian and German delegates thought them over they would see that they greatly reduced the value of the objections (interesting though they were) that had been raised. The Committee should try to place itself in the position of a State that had failed to comply with its international obligations. That was a very serious matter. It was difficult, none the less, to imagine that the two parties in a lawsuit would each fail to comply with its obligations. In such a case, what would be thought of the value of the engagements which were entered into by the Members of the League of Nations?

In these circumstances, should the Council be granted great latitude? If it were thought that this Convention was intended, not as a substitute for the obligations of the Covenant, but to strengthen the guarantees that the Covenant afforded, the Committee would inevitably reach the conclusion that its signatories must necessarily be given the feeling that the guarantees of security had been increased. By adopting the text "may grant" the Committee would run the risk of giving these signatories the impression that the Convention was granting them nothing, especially if it were maintained that there was a connection between the Convention on Financial Assistance and that on the Reduction of Armaments.

No doubt M. Tumedei had examined the various hypotheses, some of which were practical though others were not at all probable. In any case, the difficulty could be overcome by suitable drafting. For example, it could be said that financial assistance would be given in the case when a State had violated its international engagements, unless the Council decided to the contrary by a unanimous vote, from which the two parties to the dispute would naturally be excluded. In this way, the liberty of the Council would be preserved so that it could take into account special circumstances which might arise. On the other

hand, however, any State actuated by good faith would have the feeling that the Convention gave a positive guarantee. M. Massigli thought that such a solution of the difficulty would receive the approval of everyone.

M. ERICH (Finland) said that the Finnish delegation wished to thank the French delegation for the way it had supported its proposal, and for the arguments it had put forward.

Viscount Cecil had emphasised, most successfully, the essence of the contradiction which seemed to exist between the two views put forward, but M. Erich did not think that arguments which were directly applicable in this case could be deduced from Article 16 of the Covenant. It was true, as Viscount Cecil had pointed out, that paragraph 3 of Article 16 spoke of the obligation to apply economic and financial measures to support the State victim of an aggression, but that was a very general obligation, and the article in question did not determine the ways and means of carrying out this assistance. On the other hand, the present Convention sought to organise in advance a form of financial assistance which would inspire confidence.

There seemed to be a divergency of opinion in regard to the intention of the Financial Committee. M. Erich had already emphasised the following passage in the report of the Financial Committee in 1927 :

“ In case of an attacked State, being a party of the Convention, appealing for financial assistance under the Convention, the Council of the League, on the advice of the Financial Committee, would decide to what extent and in what manner this request is to be complied with, and would fix the amount of the loan.”

There seemed to be no doubt that the Financial Committee had pronounced itself in favour of making it the Council's duty. The Financial Committee itself, in its 1929 report, had declared that, in the case of the threat of aggression, the financial assistance should be “ prompt, automatic and efficacious ”.

There might be some doubt as to the meaning the Financial Committee had wished to give Article 1 of the draft Convention it had drawn up. This article said that financial assistance “ shall be given in any case of war or threat of war in which the Council of the League of Nations, seized in virtue of the Covenant, decides that . . . ” The Finnish delegation thought that these terms were strong enough, but there might certainly be some doubt as to the exact intention of the Financial Committee, and in this connection it would be useful if the delegation of the Financial Committee would be so good as to give its opinion on this point, for example, to the Drafting Committee. M. Erich, however, insisted that everything pointed to the fact that the Financial Committee had wished in its reports to express itself in favour of making it the duty of the Council to grant financial assistance. Only at the Third Committee of the last Assembly had the alternative “ the Council may ” instead of “ the Council must ” made its appearance.

M. Erich had one more observation to make in favour of making financial assistance obligatory on the Council. A State victim of aggression would obviously only apply to the Council in the case of extreme urgency and real need. It would have to realise that financial assistance was difficult to obtain and that the conditions under which loans were granted were severe. Paragraph 3 of Article 16 of the Covenant seemed to suggest that financial and economic assistance should be gratuitous, but the proposed conditions to be fulfilled before arranging a loan in accordance with the terms of the Convention on Financial Assistance were severe enough. Consequently, the mere fact that a State victim of aggression had applied to the Council would prove that it had real need of help and that its attitude could not have been motivated by equivocal reasons. That was a *de facto* guarantee that would have to be taken into consideration.

Viscount CECIL OF CHELWOOD (British Empire), referring to a remark by Baron Rolin Jacquemyns, said the British Government attached the greatest possible importance to the Convention under discussion being made dependent on disarmament. With the exception of a few verbal suggestions which it might wish to make, the British Government was generally in favour of the Finnish proposals, both with respect to war and threat of war.

Dr. GÖPPERT (Germany) asked if the next meeting of the Committee would begin with the discussion of the question whether financial assistance must be granted in case of threat of war.

The CHAIRMAN replied in the affirmative.

The continuation of the discussion was adjourned to the next meeting.

NINTH MEETING

Held on Monday, May 5th, 1930, at 3.30 p.m.

Chairman : M. BENEŠ (Czechoslovakia).

17. Examination of the Draft Convention on Financial Assistance (continuation).

Article 1 (continuation).

The CHAIRMAN conveyed to the Committee the apologies of M. Janssen, member of the Financial Committee, who would be unable to attend the meetings before May 7th.

He then pointed out that the Committee had concluded its discussion of the question whether financial assistance should be compulsory or optional, in other words, whether the Council should give financial assistance in all cases or whether the Council should be left to decide when to give it.

It did not appear that the Committee would reach sufficient agreement to be able to give clear and precise instructions to the Drafting Committee. He wondered, therefore, whether it would be desirable to refer the remainder of the discussion to the Drafting Committee itself, which would be able to take a decision in the matter with, eventually, the possibility of providing for reservations on the part of certain Powers, or, if it were necessary, to entrust it with the task of preparing two texts.

The arguments put forward were certainly very important, especially those advanced by the British delegation, which had to some extent been supported by the French delegation. In their opinion, too much importance should not be attached to the word "shall" or "may".

It seemed to the Chairman that it was in that direction that the Committee would be able to arrive at a compromise.

Baron ROLIN JAEQUEMYS (Belgium) drew the Committee's attention to the amendment of the French delegation which would appear to facilitate agreement.

M. CORNEJO (Peru) thought that the matter was very important, even fundamental. It was a question of deciding whether financial assistance should be obligatory or optional on the Council.

He had already said that, in his opinion, financial assistance was not in itself of very great importance. In fact, if all the action of the League of Nations were limited to financial assistance, it could be considered that all its work had failed. Consequently, if the question had no other repercussion, it would be immaterial to M. Cornejo whether an obligation was imposed on the Council, or whether it were left free to take a decision. Unfortunately, that was not the case. Under the Covenant, the Council had both deliberative and executive powers, and the two should not be confused. Article 16 of the Covenant contained the stipulations which formed part of the executive powers of the Council under which it was not entitled to deliberate. Either the words meant nothing, or if they meant anything that argument had to be accepted.

The first paragraph of Article 16 of the Covenant stipulated that if a Member of the League of Nations "resorted to war contrary to the engagements undertaken in Articles 12, 13 and 15, it should *ipso facto* be deemed to have committed an act of war against all other Members of the League". Everyone was aware of the meaning of the expression *ipso facto*. In his opinion, there was no more decisive expression in jurisprudence. It sufficed that a Member of the League resorted to war for all the other Members of the League to consider themselves attacked by the State which had violated Articles 12, 13 or 15. There could be no doubt about that. There was no question of a Council decision taken by a majority or unanimously. The recommendations contained in Article 16 were obligatory on the Council.

The fact of resort to war *ipso facto* brought into action all the sanctions contained in Article 16. The third paragraph of the article provided economic sanctions, among which was financial assistance. Thus *ipso facto* the Council was obliged, without discussion, to assist a State which was the victim of aggression. As M. Massigli had said, the object of the draft Convention was to strengthen the principles already contained in the third paragraph of Article 16. If, then, the Committee left to the Council the task of considering whether or not to give financial assistance, the stipulations of Article 16 would be weakened rather than strengthened.

On the other hand, as the decision of the Council also constituted a kind of judgment in favour of the State attacked and against the aggressor, if it considered the matter and finally decided that there was no ground for giving financial aid, its decision would be very grave in character. The decision would have destroyed the principle of Article 16.

Those were the reasons why M. Cornejo considered that the question was important. The decision of the Committee might involve the risk of completely nullifying the effect of the stipulations contained in Article 16, which was the most decisive article of the Covenant.

M. Tumedei had said that in certain cases it might not be possible to say exactly who was guilty. It might happen that two States were equally guilty. M. Cornejo could not agree with the representative of Italy on that point.

Formerly, when conflicts arose between tribes, doubts might perhaps have been felt as to which tribe was guilty of aggression and which was the victim. To-day, wars were too technical, too grave, to result in a rapid and impulsive decision. They were the fruit of long premeditation or of long preparation. It was quite well known which was the aggressor and which the victim, not only when war broke out but even before the war. In reality, the aggressor was usually a State which felt itself to be strong. The State which felt itself to be weak endeavoured to avoid war. It asked for arbitration, it appealed to justice and law, it resorted to the weapons of the weak.

M. Cornejo had great respect for the Council. He considered it to be the supreme and fundamental authority of the League. It should be obeyed absolutely. It should not be forgotten, however, that it was composed of diplomats, of eminent jurists, who had a certain professional attitude. Moreover, they were obliged to respect the instructions of their Governments, and there was no conflict which did not concern, at least indirectly, some State. What could the unfortunate delegate do who received from his Government orders to support the cause of the aggressor State? He would be compelled to make a long speech during which he would make use of the doctrine of the jurists, the works of historians and diplomats, in order to prove that the lamb was the aggressor and the wolf the victim. There was not a single representative on the Council who would be so ignorant of diplomatic custom, so impolite, as to say to him: "Your speech is very scholarly, but it is based on nothing. Go into the streets, and everyone will tell you who is the aggressor."

As such language could never be used, another representative would rise to reply to a legal argument with another legal argument, to a diplomatic argument with another diplomatic argument. The clearest question would give rise to a lengthy discussion. As diplomats were very clever, there would be no unanimity, and the requested financial assistance would be refused. It could then be said, "We do not know who is the aggressor, we cannot apply the sanctions of Article 16".

That was how, to put it simply, the executive power of the Council would be transformed into deliberative power.

The delegate for Canada had said "We can and must have confidence in the Council". M. Cornejo had great respect for the Council, but he had not absolute confidence in it. If everyone had confidence in the Council, there would be no such meetings as those which were often held in regard to similar questions. There would be no Naval Conference. The good sense of the Council would always be trusted. It was because everyone had not absolute confidence in the Council that the present Committee was meeting. It was for that reason that there were so many difficulties in the way of organising peace.

It was not possible to submit in advance to the decisions of the Council because they had to be taken unanimously, and because the Council represented Governments which had prejudices and interests. The Covenant itself, which had brought the Council into being, had not confidence in it, since it provided that the sanctions of Article 16 should be obligatory, that they should *ipso facto* be brought into action without any discussion in the Council.

The question was extremely grave, for the executive force of Article 16 was at stake. The Committee should respect the principle of the obligation to give financial assistance, which already figured in the third paragraph of Article 16. If some members of the Committee had doubts it would be better to do nothing and to leave affairs in their present state.

Summarising, the speaker asked the Committee to decide unanimously that, in regard to the financial assistance comprised in Article 16, the Council's power should be executive and not deliberative.

The CHAIRMAN thought that the discussion had been sufficient to enable the matter to be referred to the Drafting Committee. He considered that it would be difficult to vote on M. Cornejo's proposal. Various delegations had expressed their views, and it was obvious that if the Committee voted it would not obtain the unanimity desired by M. Cornejo. In those conditions, it would be for the Drafting Committee to endeavour to find the best formula. If the Committee on Arbitration and Security could not adopt it unanimously the delegations which were unable to support it would be able to make reservations.

M. Iro (Japan) did not wish to enter into the details of the various proposals put forward in regard to financial assistance in case of threat of war, and would confine himself to speaking of the principle.

Financial assistance proceeded from Article 16 of the Covenant. In view of the importance of the provisions of that article, those who had drafted it had limited its field of application very definitely, if not in regard to details at least so far as the principle was concerned. The sanctions provided under the provisions of Article 16 were applicable only to the case of war. It was now a question of extending the application of the article to the case of threat of war. The extension might result from undertakings voluntarily accepted by a certain number of States, but some Governments were apparently not prepared to admit it. The Committee had already decided to strengthen the provisions of Article 16, so far as the case of war was concerned, by specifying the manner in which the principle contained in it should be applied. That resulted from the principle provisionally adopted at the previous meeting. Certain Governments would feel that there would be serious difficulties in going further, that was to say, in making it obligatory to give assistance in the case of threat of war.

On the other hand, several speakers had already emphasised the difficulty which the Council would experience in deciding which State should benefit from financial assistance. It was the problem of the designation of the aggressor. The difficulty would be infinitely

greater when it was necessary to decide which State should be given financial assistance in the case of threat of war. Moreover, it could be contemplated that the threat of war might last so long that the difficulty would be increased still further.

If the Council gave financial assistance to one of the parties, would there not be a danger of aggravating the situation instead of improving it? The Financial Committee had provided a very ingenious method, but its application would necessitate many precautions, and M. Ito even feared that it would raise a great many difficulties.

Finally, the Japanese delegate asked whether financial assistance in case of threat of war was even necessary. If hostilities broke out, the first measure which the States concerned would take would be the mobilisation of their financial and economic resources. If the resources of the two countries were very different, there would perhaps be difficulties, but if they were very nearly equal, financial assistance from outside would only become necessary when the States concerned had exhausted the resources which they had mobilised. If that were true in case of war, it was it was even more true in the case of a threat of war.

For those various legal, political, and financial reasons, M. Ito considered that it would be difficult, at the present time, to organise financial assistance in the case of threat of war. That difficulty had been clearly explained during the last Assembly, both before the Third Committee and before the small Committee which had studied that particular question.

M. Ito considered that it would be preferable for the Committee to confine itself to the case of war. If, however, it wished to provide for the case of threat of war, the Japanese delegation felt that the wisest course would be to adopt the proposal of the German and Italian delegations, which consisted in saying:

“ If, in a crisis, the Council considers that there is a danger of war, it may notify the two parties to the dispute that financial assistance will be granted to a State against which one of the parties to the dispute goes to war . . . ”

In conclusion, M. Ito maintained in principle the attitude so far adopted in this matter by the Japanese delegate.

Dr. GÖPPERT (Germany) recalled that the German delegation had already expressed its opinion in the past year, at the Third Committee of the Assembly, on the question whether financial assistance should be given in the case of threat of war. Count Bernstorff had said that he could not accept that idea. Seeing that several delegations had spoken in the opposite sense, the German delegation had again studied the question and had carefully re-examined all its aspects.

Without doubt, it would be highly desirable in itself if the idea of financial assistance could be put into practice, not only from the point of view of helping an attacked State, when war had already broken out, to reach a settlement with its aggressor, but also in a preventive sense in order to avoid resort to war. Nevertheless, the German delegation had reached the conclusion that it must maintain its opinion. It felt that there were decisive reasons why the League of Nations should not give financial assistance in the case of threat of war. Those reasons were as follows:

If the League of Nations during the stage of a threat of war, authorised a loan for the benefit of a State which was considered to be the party threatened, in doing so it clearly and almost irrevocably took up a position in favour of that State. Nevertheless, during the evolution of a crisis which might or might not end in catastrophe, it was the task of the Council to endeavour, by all the means at its disposal, to settle the conflict by pacific means. It would appear to be very doubtful whether the mediatory and conciliatory action of the Council could still be carried on usefully if it had already taken up a position in favour of one of the parties by granting it a loan, for it went without saying that the other State would hardly be inclined, after that decision, still to recognise the Council as an impartial authority. The measure might thus involve the risk of increasing the danger of war instead of averting or decreasing it.

Secondly, it had been possible to note on several occasions that the situation existing between two States which might be considered to involve a threat of war lasted for a somewhat lengthy period. It sufficed to consider the events of the previous year. It was precisely in cases of that kind that it was possible that the attitude of the parties might be fundamentally changed and that a State which had appeared at a given moment to be the party threatened would afterwards become the threatening party and finally the aggressor. What would be the position of the Council if, once war had broken out, it had to declare as the aggressor that State for which formerly it had itself procured the means of completing its armaments?

According to a French proposal which appeared on page 7 of the synoptic table, the Powers would be obliged to undertake not to provide any direct or indirect assistance to a Power at war with a State to which the Council had given financial assistance. Nevertheless, the result would be, in view of what Dr. Göppert had just said, that the Council, by virtue of Article 16 of the Covenant, might be obliged to recommend to all the Powers to do exactly the opposite, to apply all the sanctions of Article 16 to the beneficiary of the loan and to assist its opponent with all their power.

Moreover, it might be that the Council, in giving financial assistance during the stage preceding the opening of a war, would influence the attitude of the State benefited in a way which would prejudice the possibility of the peaceful settlement of the conflict. The speaker had specially in mind a conflict between two States whose resources were limited. It was in the nature of things that a State belonging to that category, after seeing so considerable an increase in its financial means, would profit if it could by increasing its armaments as

rapidly as possible until it felt itself to be superior to its opponent. Foreseeing that situation, its opponent would be led to press forward with the aggression in order to profit by the superiority which it still believed it possessed, and in order that the favourable moment should not escape it. That would happen solely because that State would have been informed that its opponent was increasing its armaments thanks to the means which had been granted it by the League of Nations.

Thus it could be seen that a loan granted by the League of Nations during the stage of the threat of war might precipitate the breaking out of the war. There was thereby a risk of a renewal in a particularly acute form of the dangers of the race in armaments.

The States which were favourable to the granting of a loan by the League of Nations in the case of a threat of war had not entirely ignored the existence of such a danger. They had endeavoured to avoid it by certain proposals. Nevertheless, it could not be admitted that those proposals were really effective. They tended to make the authorisation of the loan dependent on the double condition that the opponent refused or neglected to comply with the recommendations of the Council, whether in spite of the existence of an undertaking or — according to another suggestion — even if the State had not undertaken to comply with such a recommendation, and, on the other hand, to the second condition that, before granting financial assistance, the Council should have exhausted all other appropriate measures for stopping the conflict. It was quite possible, however, that the State which might have been recalcitrant at the beginning might nevertheless have changed its attitude if it had been given time to do so. It would equally be possible that the Council — when it was too late — would be obliged to realise that it could have employed methods other than those which it had considered as being alone applicable.

A few days previously, the Committee had discussed the question whether it was admissible to proceed to apply sanctions in the event of the non-execution of the recommendations made by the Council during the stage preceding the outbreak of a war. Several delegations had replied in the negative to that question. Should it not be said that financial assistance given to the opponent of the party which had not carried out a recommendation of the Council would actually constitute a sanction?

In reply to those who had hesitated to allow of the extension of financial assistance to the case of the threat of war, the objection had been raised that the prudence, the wisdom of the Council and the condition of unanimity in its decisions would constitute a sufficient guarantee. In Dr. Göppert's view, the question involved was that of a decision of principle on the point whether the method was good or not. The German delegation was sure that the Council could not assume responsibility in any such case, for the situation was always liable to be entirely changed, and in each case it might become obvious later that financial assistance had been wrongly granted, although it had originally been considered as entirely justified.

Dr. Göppert believed — and he thought that the financial experts would agree with him — that, in view of such considerations, financial preoccupations in regard to the moment more or less favourable for granting a loan should be relegated to the second place and should even disappear.

Even the existence of a convention providing for financial assistance to a State victim of an aggression could not fail to give ground for reflection to the State which was preparing an aggression, and to some extent it constituted a preventive measure.

The German delegation also believed that it would be useful to provide that the Council, in the case of threat of war, should make known to the parties that the one which might resort to war could expect that financial assistance would immediately be granted to its opponent. That would be a means of leading the parties in question to carry out the recommendation which the Council, acting in virtue of Article 11, might be led to apply.

In the past year, the German delegation had proposed the inclusion of a provision of that kind in the text of the Convention, a provision which had received the support of the delegate of Japan. The German delegation was prepared to examine willingly any other suggestions, on the sole condition that the loan itself should not be authorised in the case of a threat of war.

M. COBIÁN (Spain) felt that the statement of the German delegate was worthy of very close examination, both by the Committee and by the Drafting Committee. It seemed to him that Dr. Göppert had dealt with all the cases in which financial assistance raised grave difficulties. Nevertheless, he recognised the psychological importance of the draft under discussion and maintained the amendment which he had submitted at the Third Committee of the Assembly, according to which the Council, when it noted that there was a danger of war, could inform the parties to the dispute that financial assistance would be granted to a State against which one of the parties to the dispute resorted to war. It did not appear that that warning would be necessary if financial assistance were allowed only in the case of war. M. Cobián believed that the idea of the German delegate went further than the words which he had used, but that he had not ventured to refer explicitly to cases of threat of war.

There was apparently a misunderstanding in the present discussion, which M. Cobián wished to endeavour to dissipate. M. Cornejo and M. Ito were right when they saw in Article 16 the origin of the scheme for financial assistance. It was obvious that financial assistance could be placed among the measures provided under Article 16 of the Covenant. M. Cobián considered, however, that the draft on financial assistance did not go so far as Article 16, while, at the same time, it went further. It went less far because it only dealt with one of the measures provided in the article, but it went further because, in the opinion of a certain number of delegations, financial assistance should be extended and should not

be restricted to the cases dealt with in Article 16. It was, in fact, proposed to extend financial assistance to the cases dealt with in Article 11 of the Covenant, by considering it as a preventive measure.

The question, therefore, arose as to whether the Committee wished to consider the possibility of financial assistance only from the point of view of Article 16 of the Covenant, or whether it wished to consider it as a preventive measure. It might be supposed that the Committee would adopt the latter solution, since it was a question not only of cases in which war had already broken out but also of those in which there was a danger of war. On that point, the Committee should be able to take a decision either immediately or after the matter had been studied by the Drafting Committee.

M. Cobián himself felt that, if it were desired to provide measures for the avoidance of war, it was not necessary to consider merely cases of war, but to go further. Nevertheless, he did not disguise the difficulties with which the Committee was faced in that connection. Indeed, if provision were made only for cases of threat of war, it would probably be impossible to surmount the difficulties for, then, as Dr. Göppert had said, the threat of war might give rise to very diverse situations which might place the Council in a dangerous position.

The question involved, however, was not, in an absolute sense, that of the threat of war. All the proposals submitted to the Third Committee of the Assembly had originated in the principle that one of the parties to the dispute had refused to submit to the preventive measures prescribed by the Council. Thus, the field of action was more restricted. Certain facts had to come into existence — namely, the refusal of one party to submit to the measures ordered by the Council. After it had noted these facts, the Council could — for in that case there could be no obligation on the Council — as a preventive measure under Article 11, immediately grant financial assistance or make known to the State which had not submitted to its recommendations that it would grant financial assistance to the other party. It would seem that, on that ground, a solution could be found, and it would be the task of the Drafting Committee to draw up a formula which could be accepted by all the delegations.

M. SOKAL (Poland) stated that the Polish delegation had always shown the greatest sympathy in favouring the extension of the principles contained in the Finnish proposal, because it considered that that proposal was one of the most valuable from the point of view of the prevention of war. It was of opinion that that proposal should apply not only in the case of war but also in the case of threat of war. If financial assistance were to play its full part, account would have to be taken of the serious cases of threat of war in which the action of the Council would be extremely effective, if, in certain cases, it could say that it would grant financial assistance to one of the parties. The case was somewhat similar to that in which war had already broken out and the Council granted financial assistance to the victim of the aggression. Nevertheless, a distinction should be drawn between them, because the stipulations formulated when it was a question of giving financial assistance in case of threat of war might have an optional character; on the other hand, when war had already broken out and the victim of the aggression had been designated, those stipulations should be obligatory.

The Polish delegation was of opinion, moreover, that it was necessary to leave the Council to decide in what way it would grant such financial assistance.

Dr. RIDDELL (Canada) said that, at the second session of the Committee, in 1928, acting on instructions from his Government, he had stated that Canada was willing to undertake a study of the question of financial assistance, as contemplated under Article 16. As he read that article, however, the proposal to extend the scope of the application of financial assistance to the case of threat of war seemed to go beyond Article 16, and differed from the original meaning of the Convention. He appreciated the force of certain arguments that had been brought forward in favour of adopting every possible means to prevent war: Canada's desire to bring about the peaceful settlement of all disputes was second to none. Its history demonstrated that fact. He felt, however, that any attempt to extend financial assistance at the present time to the case of threat of war would be going too far. Before it was decided to apply financial assistance to a threat of war, as well as to actual war, the arguments for and against should be carefully weighed.

M. WESTMAN (Sweden) pointed out that the Swedish delegation was in favour of the idea of financial assistance not only in case of war but also in case of threat of war. He recognised the value of the objections which might be raised, in view of the difficulty of defining threats of war. Nevertheless, he hoped that a satisfactory solution would be found, not only in connection with Article 1 of the draft, but also with Article 14 which dealt with the control of the utilisation of the proposed loan.

The Swedish delegation had made reservations which appeared in the synoptic table and which concerned the power of the Council to make certain recommendations. In the present state of the discussion, the Swedish delegation maintained its reservations, both in regard to the case of war and in regard to the case of threat of war. It hoped, however, that the Drafting Committee would find a compromise which would give satisfaction to all the delegations and which would solve that grave problem.

M. CORNEJO (Peru) was not a member of the Drafting Committee, but he considered that the whole Committee should assist the Drafting Committee by giving its views. It was for that reason that he wished to say that Peru was in favour of the extension of financial assistance to cases of threat of war.

The Spanish delegate had said with great clearness that the draft under discussion went further than and not so far as Article 16 of the Covenant. It went less far because it was concerned only with financial assistance. That was quite true, if it were understood that financial assistance was not to be subject to discussion. On the other hand, the draft Convention went further than Article 16 inasmuch as it considered financial assistance in the case of threat of war. In M. Cornejo's view, that was the only interesting part of the draft. The first part, which concerned financial assistance in case of war, was full of risk.

Why was it that financial assistance in the case of threat of war alone would be useful? It should be taken into account that the League of Nations had above all a moral rôle. Unfortunately, it had no means of action. It had neither an army nor a fleet to adopt the rôle of an international police. Its power originated from the fact that it represented the conscience of the world. There could be no doubt that, if a dispute arose in the Chancelleries and the Press and were brought directly before the conscience of the world, it could never lead to an armed conflict. It was almost unthinkable that a nation, even if it were very strong, would have the audacity, in the face of public opinion, to attack a weaker nation. Consequently, any method leading to the submission of a conflict to the Council was a guarantee of peace.

It should not be forgotten that there still existed, and would perhaps exist for a long time, a prepossession in favour of courage and heroism. It would be very difficult for a weak State which felt itself to be threatened to appeal for the Council's help. A nation, like an individual, did not wish to appear to be afraid. On the other hand, a State which was threatened would have no objection to asking for financial assistance, for no one was obliged to be rich. The possibility of asking for financial assistance in the case of threat of war was thus a means of bringing a conflict before the Council.

In speaking of the psychological bearing of the draft, the German delegate had expressed a very legitimate opinion, but M. Cornejo could not associate himself with the fear expressed by the German delegate when the latter stated that financial assistance in case of threat of war might aggravate the situation. In his opinion, it would be impossible for the State which had asked for, and accepted, financial assistance from the League of Nations to take action contrary to the will of the Council; nor could it be supposed that the other party would have the courage to attack a Power which had placed itself under the protection of the conscience of the world.

Those were the reasons for which M. Cornejo considered that the interesting part of the draft was that which dealt with financial assistance in the case of a threat of war. The Peruvian delegate wished again to draw the attention of the Drafting Committee to the danger of contemplating a discussion on the matter by the Council in case of war. All the measures provided under Article 16 involved executive action and not deliberative action on the part of the Council.

MUNIR Bey (Turkey) associated himself with the views of the delegations which had asked that financial assistance should be limited to the case of war.

M. TUMEDEI (Italy) thought that it was not necessary for each member to repeat the arguments already developed in support of his view. For his part, he would endeavour to find a conciliatory formula in the Drafting Committee.

The CHAIRMAN agreed. He believed that it would be the more easy to find that formula in that some of the proposals differed only slightly.

The question was referred to the Drafting Committee.

18. Question of the Possible Relation between the Convention on Financial Assistance and the Future Disarmament Convention.

Before opening the discussion on the rest of the draft articles, the CHAIRMAN informed the Committee that the delegation of Uruguay wished to present certain observations on the subject of the possible connection between the draft Convention on Financial Assistance and the future Disarmament Convention.

M. DE CASTRO (Uruguay) recalled that, as a result of the report made by M. Cobián to the Assembly, in the name of the Third Committee, the majority of the delegations had stated that such a connection was necessary. The Third Committee of the Assembly had drafted an additional article on the matter which had been adopted at the first reading. It was still necessary to consider how that article should be combined with the other articles in the Convention. The article in question provided that the Convention on Financial Assistance would only enter into force at the time of the putting into force of the Disarmament Convention itself. Moreover, if the Disarmament Convention ceased to apply, the same would be the case with the Convention on Financial Assistance.

As a member of a group of small Powers, the delegate of Uruguay felt that the Convention on Financial Assistance should in no way be connected with the Disarmament Convention. In that connection, M. de Castro quoted the observations of the delegate of Uruguay on that subject made in the Third Committee of the last Assembly. He had expressed himself as follows:

“ M. LARRETA (Uruguay) said he thought that the problem of disarmament affected particularly the great Powers, whereas financial assistance affected chiefly the small Powers. It gave them the hope of being able to safeguard their independence in case

of conflict. He therefore regretted the desire to establish a connection between these two questions for, if no solution were found to the problem of disarmament, the system of financial assistance would, in consequence, not come into force. This would be a serious disadvantage to the smaller Powers."

M. de Castro believed, like the Persian delegation, which had also studied the question before the Third Committee, that it would be in accordance with the general principles of the Covenant, that the two Conventions should not be connected. Indeed, when referring to the German point of view, which was in favour of the decision of the Third Committee, the Persian delegate stated :

" It would be contrary to the great ideas of the League Covenant if this Convention for the prevention of war were made dependent upon the future convention for the establishment of a more secure peace. It is now, when armaments are not limited and every country can do as it pleases in the matter, that the threat of war is most serious. It seems therefore, that, if the League is genuinely anxious to progress towards a limitation of armaments as the prelude to complete disarmament, the Convention for Financial Assistance must be brought into operation before any of the others — without even waiting until they are ready."

M. de Castro therefore concluded by stating that he was against the establishment of any connection whatever between the Convention on Financial Assistance and the Disarmament Convention and even, if that were possible, between the Convention on Financial Assistance and any other convention, except the constitutional connection which existed with the Covenant of the League of Nations.

M. CORNEJO (Peru) asked whether the Committee was discussing Article 30.

The CHAIRMAN replied that that article was not under discussion at the moment. Certain delegations having made a declaration on the subject of the connection between the operation of the Convention and the reduction of armaments, the Chairman had asked M. de Castro, who desired to make certain observations, to speak. It was obvious, however, that if a general discussion were to be opened on the subject it would be preferable that it should take place when Article 30 was being considered. The Chairman therefore asked the delegates who wished to make declarations on the matter to wait until Article 30 was under discussion.

19. Examination of the Draft Convention on Financial Assistance (continuation).

Article 1 (continuation).

The CHAIRMAN recalled that on page 7 of the synoptic table would be found the additional article to Article 1, on the subject of which a certain number of delegates had already explained their points of view. That additional article was also to be found in the Finnish proposal. The Chairman suggested that the additional article should be referred to the Drafting Committee in order that it might be added to Article 1.

This proposal was adopted.

Articles 2 and 3.

Articles 2 and 3 were referred to the Drafting Committee without observations.

Article 4.

M. TUMEDEI (Italy) recalled that, during the discussion of Article 4 in the Third Committee of the Assembly, he had made an observation which was not reproduced in the draft. He had asked whether it would not be desirable to fix a rule that amortisation should be equally divided over the whole period of the loan. He wished to develop the reasons for that suggestion.

The draft under discussion provided that the Convention should have a duration of ten years, and Article 10 stipulated that each loan might be concluded for a period of up to thirty years. That amounted to saying, in the extreme hypothesis of a loan being made during the tenth year of the Convention, that a State might be bound for a period of forty years, namely, the ten years of the Convention and thirty years from the date of the last loan during the former period. Supposing, in addition, that a loan had already been granted of which the service corresponded to 50, 60 or 70 million gold francs, there would remain only a very narrow margin, namely 30, 35 or 40 million gold francs. If the amortisation rule were not allowed at the very beginning of the period, an indirect limit would already have been established in the sense that it would be possible to borrow only a sum whose service corresponded to the reduced amount indicated above.

On the contrary, if it were possible to contract a loan, during the first five or ten years of which interest alone would be payable and the amortisation of which would only arise after the repayment of the first loan, the burden on each State would be considerably increased. It had been objected that this point concerned the details of the loan, and that amortisation could not be fixed in advance. There was nothing, however, to prevent a change in the formula which might say: if more speedy amortisation is not adopted,

amortisation shall at least be equally divided during the whole period of the loan. Since each Government had naturally to estimate the burden which it could bear, it was most important, if it were desired to encourage a Government to give its support, to fix a rule.

The CHAIRMAN agreed with M. Tumedei's opinion and said that doubtless the Drafting Committee would take it into account.

Article 4 was referred to the Drafting Committee.

M. CORNEJO (Peru) drew the Committee's attention to the necessity for the avoidance by the Drafting Committee of the introduction into the draft of technical details; it should be limited to questions of principle. Technical considerations, such, for instance, as the determination in Article 4 of a period for the conclusion of a loan, should not be included in the draft. The conditions under which financial aid would be granted should be studied for each particular case; those conditions would depend on the state of the markets. If a group of bankers were prepared to grant a loan for a period of forty years, why prevent them?

M. Cornejo asked that merely the principles, especially the political principles, of the draft should be established, and that the technical details on the granting of financial assistance should be decided for each particular case.

M. DE CHALENDAR (Financial Committee) drew the Committee's attention to the desirability of maintaining in Article 4 the provision proposed by the Financial Committee regarding an amortisation period of thirty years. The Financial Committee felt that it was undesirable to leave an indeterminate period during which States signatories would be bound. On the one hand, too short a period would inconvenience the contracting States, for the burden on their finances would be too great; on the other hand, too long a period would certainly hinder the adhesion of States signatories, for the undertakings made by the States would be too long. The figure of thirty years represented an average period which deserved the attention of the Committee on Arbitration and Security.

Articles 5 to 29.

The CHAIRMAN passed rapidly in review Articles 5 to 29 which still had to be examined by the Committee. In particular, he drew the attention of his colleagues to the provisions on page 9, which related to the amount to be inscribed. The Financial Committee proposed the insertion of one hundred million gold francs. Up to the present, however, no figure had been mentioned in the draft Convention, and the Chairman considered that the Committee should continue to follow that course. It would be for the Conference of representatives of the Governments to fix the figures.

The Chairman considered that the question of the removal of trustees, which appeared on page 12, as well as the other technical questions dealt with on the same page could be referred to the Drafting Committee.

In regard to Article 26 (page 22), the Chairman hoped that there would be no difficulty, since it was a question which was intimately bound up with the first draft Convention considered by the Committee. The Chairman simply pointed out that the great majority of the Third Committee of the Assembly had considered that it would be desirable to conform, so far as possible, to the exact expressions which appeared in the Covenant.

M. CORNEJO (Peru) recalled the observations which he had already put before the Committee that morning.

Article 26 of the draft Convention stipulated that the decisions taken by the Council in virtue of Article 1 should be unanimous, the representatives of the Members of the League implicated in the war or the threat of war not voting. He recalled that the Covenant provided the Council with executive powers and deliberative powers, and that the stipulations contained in Article 16 of the Covenant should be among the executive powers. Article 16 contained the words *ipso facto*, which excluded any possibility of discussion. When a case of war in violation of the articles of the Covenant occurred, and also of the stipulations of the Pact of Paris, the Council was compelled immediately to apply the sanctions provided in Article 16. That article and Article 10 were the most important articles in the Covenant. They provided for the extreme case, that was to say, the case of war.

Article 16, in particular, stipulated that if a Member of the League resorted to war, it was *ipso facto* considered to have committed an act of war against all the other Members of the League. If it were a war of invasion, it was obvious that the State attacked could lose no time in considering, but would be obliged to defend itself. If the armies crossed the frontier, the victim of aggression would be obliged to defend its national territory. The very important principle, however, according to which, in case of aggression, all the Members of the League considered themselves to be victims of the attack, should not be forgotten. Consequently, it was not for the Council to deliberate. It had not to take a decision unanimously or by a majority. It was obliged to apply the sanctions laid down. If the object of financial assistance were to strengthen still more paragraph 3 of Article 16, the other measures prescribed in that paragraph would obviously have to be considered in the same way, that was to say, as executive powers of the Council. Otherwise, Article 16 would be weakened.

M. Cornejo recalled that he had stated during the previous meeting that, if the Council retained its liberty to consider the matter, it might very well happen in certain cases that it would reach the conclusion that it was not necessary to grant financial assistance. It

would of necessity follow that it would be impossible to apply the other sanctions prescribed in Article 16. Consequently, he considered that, in order to surmount the difficulties, it would be desirable not to refer to the Council in Article 26 of the draft Convention, but simply to refer to Article 16 of the Covenant. It could be said that in cases in which the Council applied the sanctions provided in Article 16 of the Covenant, it could also grant financial assistance under the conditions laid down by the Convention. It was simply a question of a reference to the executive powers of the Council laid down under Article 16 of the Covenant. The idea would be very clear, and in that way Article 16 would not be weakened; it was important that the draft Convention should strengthen Article 16 rather than weaken it.

In conclusion, M. Cornejo asked that his observations should be very carefully considered by the Drafting Committee, which was composed of eminent jurists and honest men who certainly sincerely desired to develop the principles of the Pact.

M. COBIÁN (Spain) considered that the apprehensions of M. Cornejo were very legitimate. They had given rise during the work of the Sub-Committee, to a proposal in the form of an additional article. It had been admitted that none of the articles of the Convention must diminish the value of Article 16 of the Covenant. The speaker therefore wished to calm the apprehensions of M. Cornejo, for he himself had taken part in the work of the Third Committee of the Assembly. The financial assistance contemplated would be one of the measures provided in Article 16, but it would be regulated in a special manner and without in the least diminishing the value of that article.

Articles 5 to 29 were referred to the Drafting Committee.

Article 30 and Additional Article.

The CHAIRMAN pointed out that this was an additional article which concerned the question of the connection of the Disarmament Convention and the present Convention.

M. SOKAL (Poland) observed that on page 25 of the synoptic table it was stated that most of the delegations admitted the necessity for such a connection. Thanks to the efforts of the Financial Committee and to the work of the Committee on Arbitration and Security, it could be hoped that the Convention on Financial Assistance would be brought rapidly into action. It might be that even if the League of Nations succeeded in drawing up the Convention on Financial Assistance before the General Disarmament Convention was established, the first would be dependent on the second and would be obliged to await it; that would be a mistake. The speaker considered that in that case no connection making the one dependent on the other should delay the putting into force of the first Convention. For that reason it seemed to him that the arguments put forward by the delegate of Uruguay were convincing. The Drafting Committee should consider again whether there was not a possibility of speedily reaching a satisfactory solution in regard to financial assistance before the Disarmament Convention was drawn up.

Baron ROLIN JAEQUEMYS (Belgium) considered that the Convention on Financial Assistance was of very great value and that too much emphasis should not be placed on certain clauses which it might be found difficult to accept. A minimum of agreement on the points on which almost all States were probably of the same opinion would be of great value. He considered, while taking into account the observations of the delegates of Uruguay and Poland, that agreement could be reached; that agreement should not be made dependent on agreement on certain other very delicate points. Once the minimum was attained, it was possible that when the Assembly was dealing with the question, certain reservations on the subject of the putting into force of the Convention would be withdrawn and that it would be successfully brought into operation.

M. CORNEJO (Peru) congratulated the Polish and Belgian delegations on their acceptance of the ideas so clearly stated by the eminent delegate of Uruguay.

All the States which were not great military Powers found it particularly strange to connect financial assistance with a very difficult question which was obviously the subject of legitimate preoccupations on the part of the great Powers — the question of disarmament. The day would certainly come when agreement would be reached in regard to a limitation of armaments. At the same time, he believed that the day would come when it would be essential that States should be compelled to put at the disposal of the League of Nations certain international military police forces, but that day was still very far off. The financial aid demanded by a State victim of an aggression was something which could be immediately realised. M. Cornejo was very glad that the Committee had in view a practical solution in separating two such entirely different matters as the diplomatic methods of safeguarding peace and the military methods of avoiding wars.

M. ERICH (Finland) stated that he would prefer, in regard to the first phrase of the additional article, that the entry into force of the Convention should be independent of the entry into force of the Disarmament Convention. There had, however, been very strong opposition to that proposal, and he was not convinced that it would be possible to carry it into effect.

In regard to the second phrase of the paragraph, it did not seem to be in harmony with Article 8 of the Covenant, according to which the Council had to prepare plans for the reduction of armaments, which would be submitted for the approval of the various Governments. It would not be possible to go beyond the limits of the armaments fixed without the consent of the Council.

The convention or the Conventions on disarmament would, according to the programme contained in the Covenant, be to some extent "constitutive" treaties, without a fixed time-limit. Such treaties could not be denounced, they would merely be submitted to revision every ten years.

It was obviously very difficult to realise such a programme as that provided in Article 8 of the Covenant. There were great obstacles even to the mechanism of disarmament. But, according to Article 8 of the Covenant, it would not appear that the Disarmament Convention would simply cease to be operative. Such a possibility was excluded by Article 8 of the Covenant. It could nevertheless be supposed that, contrary to the provisions of that article, a period established beforehand in regard to disarmament and the right to denounce the Disarmament Convention could be provided in the future convention. Doubts might be raised as to whether the Disarmament Convention was still in force, and in the affirmative, in what measure it was still in force in relation to the States signatories. It was possible in fact that a State might claim that it was no longer subject to the provisions of the Disarmament Convention, while another State claimed that the Convention, in so far as it and other States were concerned, was still in force.

Everyone knew well that, in international life, the question whether and to what extent a convention was in force was not always easy to decide. There might be uncertainty. For that reason, he felt it desirable that the existence of the Convention on Financial Assistance should be assured independently of whether a convention on disarmament was still operative or not.

It might be asked if it were desirable to give a wide or restricted interpretation to the following expression in the Convention: "the Disarmament Convention ceases to be operative". Would not that expression raise the question whether or not the Convention was applicable? That point was undoubtedly of very great practical importance since, in the Preparatory Commission on Disarmament, it was generally recognised that restrictions and limitation of armaments could only be maintained in time of peace and ceased to be applicable in time of war. If such were the case, M. Erich very well understood that the interpretation to be given to the expression might present difficulties. If it were felt that it was a question of the possibility of the application of the Disarmament Convention, the result would be a solution, in regard to the Convention on Financial Assistance, which would be unacceptable and impossible.

For those reasons, the delegate of Finland wished to draw the special attention of the Drafting Committee to the point, in the hope that the second phrase of the first paragraph would be maintained in its present form.

Mr. CADOGAN (British Empire) recalled that his Government's communication to the Committee suggested that it would be desirable to provide that the Convention should not come into force until a general Disarmament Convention had also come into force. He felt bound to warn the Committee that his Government attached considerable importance to that point, and he could not at present hold out any hope that it would recede from this position. His Government felt that, under the Convention for Financial Assistance, certain Governments would be undertaking considerable obligations, and it was therefore felt to be important that the occurrence of situations in which they would be called upon to fulfil those obligations should, so far as possible, be prevented.

He noted with some regret that it was implied in most of the speeches delivered that afternoon that, if the entry into force of the Convention on Financial Assistance were delayed until the conclusion of a Disarmament Convention, a very great delay would be involved. He was not so pessimistic. He hoped that the delay would not now be great, and thought it would be more satisfactory, from many points of view, to make the two Conventions interdependent.

The delegate of Finland had made one or two observations as regards the actual drafting of the latter part of the proposed article which certainly had a good deal of force and could be discussed in the Drafting Committee.

Article 30 and the additional article were referred to the Drafting Committee.

The CHAIRMAN, before closing the discussion on the draft Convention on Financial Assistance, wished to return to the question raised at the morning meeting by the delegate of Turkey. He did not desire to open a debate on the subject, but he would ask the delegation of the Financial Committee to be good enough to explain its technical point of view on that question.

Sir Henry STRAKOSCH (Financial Committee) was very glad that the matter had been raised. It had been referred originally to the Financial Committee in connection with a suggestion by one of the great Powers which desired to have the opportunity of participating in the guarantee of individual loans, though not of joining the Convention. The matter had been further discussed by the Financial Committee which had most sympathetically considered whether it would not be feasible to permit non-Members of the League to accede to the Convention. After full and careful consideration, however, the Committee had come to the conclusion that the technical difficulties would be so great that it did not see its way to recommending any provision in the Convention which would permit non-Members to join.

The technical difficulties referred principally to the allocation of duties and liabilities under the Convention, but there were other considerations, partly technical, partly moral. The guarantee of a country which did not subject itself to the obligations imposed under the Covenant might possibly be regarded as undesirable from a financial point of view.

The CHAIRMAN noted that the Committee had concluded the examination of the draft Convention on Financial Assistance. The Drafting Committee could now resume its work. He proposed that the Finnish delegation, which had initiated the draft, should assist it in regard to that particular part of its work. He also asked the delegation of the Financial Committee to be good enough to take part in the work of the Drafting Committee on the draft Convention on Financial Assistance. In addition, he proposed that M. Cobián, who had already dealt with the question, should act as Rapporteur.

The above proposals were adopted.

M. COBIÁN (Spain) thanked the Committee for the honour paid to him.

TENTH MEETING

Held on Thursday, May 8th, 1930, at 4 p.m.

Chairman : M. BENEŠ (Czechoslovakia).

20. **Communications affecting the Working of the League of Nations at Times of Emergency : Facilities to be granted to Aircraft : Adoption of the Report of the Rapporteur.**

The CHAIRMAN said that the Drafting Committee had met under the Presidency of Baron Rolin Jaquemyns. The Committee had made a special point of taking full account of the observations that had been made during the general discussion, as well as those that had been communicated to it by certain delegations. The result of its work was contained in the report of M. de Castro, delegate of Uruguay, who had kindly undertaken the duties of Rapporteur.

M. DE CASTRO (Uruguay), Rapporteur, read his report (document C.A.S.106) (Annex XIX).

The report and draft resolution were adopted without observations.

21. **Draft Convention on Financial Assistance : Text drawn up by the Drafting Committee.**

The CHAIRMAN said that the draft Convention, together with the introductory note and the report concerning financial assistance, was before the Committee (document C.A.S.105) (Annex XIII). He thought it would be logical to start by studying the text of the Convention and giving the articles that had been redrafted, or eventually added to the original text by the Drafting Committee, a thorough examination. As had been the case during the first general discussion, the Committee had kept as closely as possible to the ideas expressed by the Financial Committee and the text it had drawn up ; but, apart from these, there was a certain number of articles of political importance which the Drafting Committee had discussed very fully. Without trying in any way to shorten or prevent discussion of them in the plenary meeting, the Chairman drew attention to the fact that all political questions and questions of principle had been examined in great detail by the Drafting Committee. He asked those delegations that had not taken part in the discussions of the Drafting Committee to put forward any observations they might have to make.

He added that he would only ask for the passages that had been redrafted to be read.

Preamble.

The Preamble was adopted.

Article 1(A).

M. CORNEJO (Peru) found himself obliged to insist upon the point of view that he had already expressed before the Committee.

The principle had been laid down that, in case of war, the State attacked in violation of international obligations had the right to financial assistance ; but the Council retained a discretionary power to refuse such assistance. These two facts were contradictory.

A right could only exist when it was supported by a corresponding right. If a State victim of aggression had a real right to financial assistance, it seemed that the Council was obliged to grant such assistance and could not possibly refuse it. If it could refuse it, the right of the victim State no longer existed. The Committee should reflect well on the importance of the power of refusal given to the Council.

It was natural that, in the case of threat of war, the Council should keep full liberty of action, for a State might believe itself to be threatened, whereas, in reality, it was not threatened at all. Therefore, in the case of threat of war, the Council could not be obliged to grant

financial assistance ; but the article in question referred to cases where war had already been declared. In the case of such a war declared against the Council's opinion and in spite of its intervention, all the sanctions under Article 16, which provided more serious sanctions than that of financial assistance, would have been brought into play.

M. Cornejo reminded the Committee that Article 16 provided such sanctions as the obligation to direct an economic blockade against a state which had disobeyed the Council, the obligation for States to give each other economic assistance against any country that might be in a state of war against the whole League of Nations. If, in such circumstances, the victim State asked the Council for financial assistance and the Council refused, the result would be the collapse of the whole of the organisation that had been built up in the interests of peace. The Council's refusal would mean that it actually authorised war.

If the Council were free to grant or to refuse financial assistance, was it certain that there would always be the unanimity necessary for the granting of financial assistance? The States parties to the dispute were disqualified from taking part in this unanimous vote, but it was quite possible for a State which was not a party to the dispute, but which had very important political relations with the aggressor State, to be represented on the Council, and such a State could paralyse the Council's action by refusing to give its vote in favour of financial assistance.

Moreover, if the Council had the right to refuse financial assistance, it might easily happen that the victim State would prefer not to make a demand that might be refused, for in case of refusal it would find itself in a more difficult economic and political situation than if it had made no such demand.

Consequently, in M. Cornejo's opinion, it would not be wise to allow the Council the right to refuse financial assistance.

He thought there would be no danger if the Committee omitted the last part of the article in question : ". . . unless the Council decide otherwise". That omission would help to make the article clearer.

It could not be said that the Council would be in a situation where it would have to undertake heavy responsibilities. The Council had assumed much more serious obligations, such as those resulting from Article 16 of the Covenant. Financial assistance was really the least important obligation of all.

M. Cornejo could not see why the decision of the Council should depend upon the goodwill of one of its Members, who might prevent the grant of financial assistance by his single veto. In this way, the Council would be reduced to a state of complete powerlessness.

M. Cornejo repeated that the omission he had proposed would clarify the article, which already contained the definite idea of granting help to a State victim of aggression. By keeping the text proposed by the Drafting Committee, the Convention would be rendered null and void.

M. COBIÁN (Spain), Rapporteur, assured M. Cornejo that the Drafting Committee had considered all the observations he had presented at the plenary meetings of the Committee. If the Drafting Committee had decided on the text now before the plenary meeting, it was because it had felt that the matter was a very delicate one and that, in order to accomplish a work of any utility, it was necessary to keep in mind every aspect of the question.

M. Cornejo had examined the matter from the standpoint of an eminent lawyer. He had only seen the legal aspect of the question and the point of view of one of the contracting parties. He must remember that this Convention would lay obligations on all the States that signed it. The matter should be considered from its political side and from the point of view of the prestige of the Council of the League. For that reason, it was impossible to find a solution for the problem in any purely legal formula.

The Rapporteur called M. Cornejo's attention to the fact that he was wrong when he said that the principle of the Council's unanimity might wreck the whole scheme of financial assistance. Article 1(A) made it quite clear that the Council's unanimity was indispensable for refusing financial assistance.

M. CORNEJO (Peru) was satisfied by the Rapporteur's last statement. It was quite a different thing if unanimity were necessary for the refusal of financial assistance, but in that case it should be expressly stated. A State victim of aggression had the right to financial assistance, and it was necessary for the Council to be unanimous to refuse it. In other words, it would be enough for a single State represented on the Council to decide to accept the demand of the State victim of aggression for financial assistance to be granted. If this interpretation were right, M. Cornejo was ready to accept the article, but in that case the following addition would have to be made : ". . . unless the Council decide otherwise unanimously".

The CHAIRMAN thought that Article 26 would satisfy everyone.

M. CORNEJO (Peru) considered that the question was of sufficient importance to insist upon his point. Article 26 was the very reason why he had opened this discussion. That article said : "Decisions of the Council under Article 1(A) or 1(B) shall be taken by the unanimous vote of the Members . . ." That meant that a unanimous vote was just as necessary for granting financial assistance as for refusing it. It should be expressly stated that the unanimous vote of the Council was necessary for the refusal of financial assistance if that were the intention of the Committee.

The CHAIRMAN said that the proposed text had been drawn up after considerable discussion and that it was a compromise. The phrase to which M. Cornejo had objected

was one that had been proposed by M. Massigli in a moment of difficulty when the Committee was trying to find a compromise formula. Perfection was hardly to be expected in this world, and it was often necessary to put up with solutions that were not satisfactory to everyone. It was, however, the tradition of the League to try to solve the problems raised in the course of its work by concessions, and to find texts that could be accepted unanimously, or, at least, by the greatest possible majority. In such cases, those who were unable to accept a formula which they deemed to be too imperfect had the right to make reservations. Certain delegations had already made reservations to Article 2 in the Drafting Committee.

The Chairman gave this short explanation in the hope that to some extent it might allay the apprehensions of the delegate of Peru.

M. ERICH (Finland) wished only to make a few short observations. Doubtless, the criticism which M. Cornejo had directed against the text before the Committee was, for the most part, well founded. Most of his objections were similar to those which had already been raised by the Finnish delegation in the Drafting Committee, but the Finnish delegation thought that the reasons put forward by the Chairman were of decisive importance, and the Committee should remember that it had been necessary to arrive at a compromise that would be acceptable to everyone.

Certain delegations, including that of Finland, had had considerable scruples in accepting the last words of paragraph 1 of Article 1(A): “. . . unless the Council decides otherwise”. Everyone knew that it was the result of a compromise, an account of which would be found in the Minutes; but, by keeping to the interpretation given to this reservation by the present Committee, no one could fail to realise that there had been no intention of depriving the established principle of financial assistance of its character as a guarantee of security which was necessary for certain States sincerely interested in the work of disarmament, but unable to afford to neglect measures of individual and general security.

There had been no intention to make the benefit of financial assistance depend on the will and pleasure of the Council. That would be just as contrary to security as to the idea of international guarantees. The Committee's sole wish had been to emphasise the important duty that would fall on the Council to take a decision, as just as it was reasonable, with a full realisation of its responsibility, which ought not to be considered as weakened, but rather strengthened, by the fact that nearly all States, including several that were not Members of the League, were at the present moment bound by the Pact of Paris. Consequently, it was to be hoped that neither the aforementioned reservation to Article 1 nor any other provision of the Convention would be interpreted or applied to the detriment of a loyal and peaceful State that had faith and confidence in the goodwill of the Council.

Article 1(A) was adopted, subject to the reservation of M. Cornejo.

Article 1(B).

The CHAIRMAN, before opening the discussion on this article, reminded the Committee that reservations had been made in the Drafting Committee by the Italian, German, Japanese and Canadian delegations, and these reservations had been included in the introductory note.

Article 1(B) was adopted.

Articles 2, 3, 4, and 5 (original text), were adopted without discussion.

Article 6.

The CHAIRMAN pointed out that an alteration had been made in the seventh line of this article: “This maximum shall be a sum bearing the same proportion to (100 million) gold francs . . .” and to line 10: “. . . applicable (on January 1st, 1930) . . .” These expressions had been put in brackets in order to show that the Governments, at the time of their decision, or the Assembly itself, should have full liberty to fix a definite figure and date. This point was made quite clear in the introductory note.

Article 6 was adopted.

Articles 7 and 8 (original texts) were adopted without discussion.

Article 9 (text of the Financial Committee) was adopted without discussion.

Articles 10, 11 and 12 (original texts) were adopted without discussion.

Article 13 (original text), with the exception of a slight change in the first line which read: “Where the Council of the League of Nations recognises . . .” (instead of “decides”) was adopted without discussion.

Articles 14 and 15 (texts of the Financial Committee) were adopted without discussion

Article 16 (original text) was adopted without discussion.

Article 17 (text of the Financial Committee) was adopted without discussion.

Articles 18, 19, 20 and 21 (original texts) were adopted without discussion.

Article 22 (original text).

The CHAIRMAN drew the attention of the Committee to the fact that this article raised the question of non-Member States. The delegate of Turkey had already made a declaration on the question of participation in the Convention. The matter had been dealt with in the introductory note, and would be examined later when the Committee came to discuss the aforementioned note.

Article 22 was adopted without discussion.

Article 22(A) (text of the Financial Committee) was adopted without discussion.

Article 23.

The CHAIRMAN pointed out that this article was a new one. It had been drawn up in these terms since it was meant to replace the original Article 1(C) which mentioned Article 16 of the Covenant. In that original article, provision had been made that no signatory States should give help by direct or indirect means to an aggressor State when the State victim of the aggression had received financial assistance. The Drafting Committee, after a long discussion, had come to the conclusion that it would be best to introduce this Article 23 and to include in it in a negative form the undertaking to give no assistance. Article 16 of the Covenant would be dealt with later under a special article (Article 26(A)).

Article 23 was adopted.

Articles 24 and 25 (original texts) were adopted without discussion.

Article 26.

The CHAIRMAN pointed out that the Drafting Committee had taken care, in drawing up this text, to use the same expression as was used in the Covenant of the League.

Dr. RIDDELL (Canada) expressed the appreciation of the Canadian delegation of the work of the Drafting Committee. That Committee had had a difficult task, and had discharged it with great ability. His delegation had hoped, however, that the Drafting Committee would discover a formula taking fully into account the position of the Members of the League who were not represented on the Council, which maintained that their Parliaments were the final arbiters as regards violations of the Covenant.

The Canadian delegation, while still retaining its point of view with regard to Article 1(B), was pleased, however, to note that, although the scope of the Convention had not been limited strictly to the organisation of financial assistance as contemplated under Article 16, yet its extension to the case of a threat of war would depend, at least, upon conditions which made the case of threat of war not far removed from that of an actual state of war.

Article 26 was adopted.

Article 26(A) (the new article replacing the original Article 1(C)) was adopted without discussion.

Article 27 (original text) was adopted without discussion.

Article 28.

MUNIR Bey (Turkey) reminded the Committee that the Turkish delegation had already been informed, during the meeting of May 5th, that the Financial Committee had found certain technical difficulties in the way of the accession of non-Member States to the Convention on Financial Assistance. As the Turkish delegation did not know the nature of these difficulties, it had considered it wiser to reserve its opinion while awaiting fuller information. Meanwhile, it had got into touch with the members of the Financial Committee; and in the course of these investigations, the Turkish delegate had examined the question of the probable effect of the accession of non-Member States on the financial engagements of the other contracting parties and had shown (as he thought) that the adjustment of all these effects was already assured by the normal working of the Convention. He had consequently not found it easy thoroughly to realise the difficulties in question.

He did not desire to deal further with that point, but, nevertheless, he could not take note of the Committee's decision, which was based upon technical difficulties, without emphasising its special importance from the point of view of the international solidarity and peace which had been created by the Covenant of the League and extended and completed by the Pact of Paris.

As regards the second proposal of the Turkish delegation — namely, the question of the participation of contracting parties in the deliberations and decisions on that question the very fact of the exclusion of non-Member States relieved him from the necessity of returning to that point as far as it concerned the draft Convention before the Committee, although the possible legal connection between the different categories of States, which connection might result from aggression on the part of a State which was signatory to the Covenant of the League of Nations or the Pact of Paris against another signatory of either of those Acts, and also the effects of these relationships on the Convention on Financial Assistance, were problems which would have to be held over for future consideration.

The CHAIRMAN thanked the Turkish delegate for his statement and assured him that the question had been thoroughly examined by the Drafting Committee which had been forced to come to its present decision owing to technical and constitutional difficulties.

Article 28 was adopted.

Articles A and B were adopted without discussion.

Article C.

The CHAIRMAN reminded the Committee that the text of paragraphs 1, 2, 3 and 4 of Article C contained no modifications. A few changes had been made in the texts of paragraphs 5 and 6; paragraph 7 was an addition to the original text.

Article C was adopted without discussion.

Article D.

Baron ROLIN JAEQUEMYS (Belgium) regretted that it was necessary to submit such a provision to the Committee.

The proposed wording did not seem to him to be quite clear and he suggested that the first paragraph should be re-drafted in the following terms: "The entry into force . . . shall be conditional upon the entry into force and maintenance in force of the plans for reduction of armaments *adopted by the general Conference on Disarmament in application of Article 8 of the Covenant of the League of Nations*".

The CHAIRMAN said that Article D had given rise to the longest and, perhaps, the most difficult of all the discussions that had taken place in the Drafting Committee. Many suggestions had been made and, in the end, the present text had been adopted. He thought that the Committee should try to avoid re-opening the discussion. Several important States had made very clear declarations on the point and had said that they would only vote in favour of the Convention if such a provision were retained in the text.

The Chairman was quite prepared to accept the compromise contained in the proposal of Baron Rolin Jaquemys.

Viscount CECIL OF CHELWOOD (British Empire) said that he was quite ready to accept the amendment proposed by Baron Rolin Jaquemys. He reminded the delegations that under the Convention any question of interpretation was to be determined by a majority of the Council, therefore he could not himself imagine that there would ever be any practical ambiguity, whatever words were used.

M. RUTGERS (Netherlands) said that he had already spoken on this subject in the Drafting Committee. The entry into force of the article which authorised the Council to decide by a majority vote depended upon the article under discussion, so that he did not think that a majority decision of the Council could be taken on the question if the conditions laid down under Article D were fulfilled.

Article D, as amended by Baron Jaquemys, was adopted.

Article 31 was adopted without discussion.

The Convention as a whole was adopted.

M. GAJARDO (Chile) asked the Chairman to take note of the abstention of his delegation from the voting.

22. Adoption of the Report by the Rapporteur on the Draft Convention on Financial Assistance.

M. COBIÁN (Spain), Rapporteur, read his report (document C.A.S.108) (Annex XIV).

The report was adopted.

23. Adoption of the Introductory Note to the Draft Convention on Financial Assistance.

The CHAIRMAN informed the Committee that the introductory note contained a resumé of the discussions which had taken place during the plenary meetings and during the meetings of the Drafting Committee.

M. COBIÁN, Rapporteur, read the introductory note (document C.A.S.107) (Annex XV).

The introductory note was adopted.

The CHAIRMAN drew the Committee's attention to the fact that on the second line on page 5 the words "paragraph 1" had been substituted for "paragraph 2".

He was pleased to inform the Committee that the examination of the draft Convention was now finished. It had been on the stocks for many years and it had raised many serious difficulties. He wished to express his thanks to the Finnish delegation, which had been the

instigator of the draft Convention. He also expressed his thanks, on behalf of himself and the Committee, to the members of the Financial Committee who had so willingly assisted the Committee on Arbitration and Security. It was largely due to the experts of the Financial Committee that it had been possible to arrive at the desired result.

Sir Henry STRAKOSCH, on behalf of his colleagues on the Financial Committee, thanked the Chairman for his appreciative remarks and the members of the Committee for the readiness with which they had accepted the recommendations of the delegation of the Financial Committee. He thought the members of the Financial Committee would be delighted with the result, because they had always felt that a Convention of this kind would constitute an instrument which would advance the cause of peace.

ELEVENTH MEETING

Held on Friday, May 9th, 1930, at 11.30 a.m

Chairman : M. BENEŠ (Czechoslovakia).

21. Registration of Treaties by the Secretariat of the League of Nations : Proposal by M. Cornejo regarding Article 18 of the Covenant of the League.

The CHAIRMAN recalled that in document C.A.S.93 (Annex XX) dated April 10th, 1930 the Secretary-General had communicated to the members of the Committee a letter, dated March 7th, in which M. Cornejo asked that the addition which he had submitted for the consideration of the Assembly, the Council and the Legal Committee on Article 18 of the Covenant of the League should also be put before the Committee on Arbitration and Security. The addition was to the following effect :

“The Secretariat of the League of Nations may not register any treaty of peace imposed by force as a consequence of war undertaken in violation of the Pact of Paris. The League of Nations shall consider as null and void any stipulations which it may contain, and shall render every assistance in restoring the *status quo* destroyed by force.”

The Chairman thanked M. Cornejo for his very interesting proposal. All those who had taken part in the work of the Committee on Arbitration and Security would certainly be prepared to agree with the following view. Each had had in mind the necessity of dealing with the work as an organic whole, and therefore of moving in the direction pointed out by M. Cornejo. The duties entrusted to the Committee by the Preparatory Commission required that every effort be directed towards the same end, which was the organisation of world security.

Despite certain divergencies of view, which had occasionally been perceptible, no member of the Committee had failed in his duty, and everyone had carried on his work inspired by the same ideal which dominated all differences in regard to the methods to be used. For that reason, the work accomplished had been useful and would continue to be so, despite the inevitable slowness of the procedure. During its fourth session, the Committee had continued its studies of the application of various articles of the Covenant. This had been useful, for, little by little, it had been possible by such a method to cause the different opinions to draw closer together and thus to eliminate difficulties.

The last piece of work which the Committee had attacked and closely examined was the grave problem of the prevention of war. Article 11 of the Covenant had been the main pivot of the discussion. Article 16 had been touched upon. The very interesting proposal of M. Cornejo came next. It was connected with several questions to which the Committee had referred in passing and which it would certainly be possible to deal with later.

M. Cornejo, who had taken so active a part in the work of the Committee, would agree — and the Chairman had been assured of this in private conversation with the representative of Peru — that the question he had raised should be discussed at a moment when the Committee felt sure of being able to do so usefully, and able to settle it in the manner desired by everyone.

To achieve organic work it was necessary, before raising the questions contained in the amendment proposed by M. Cornejo to Article 18, still more to study and find a solution for the questions which were now before the Committee and which had arisen in connection with the examination of other articles of the Covenant. The main preoccupation of the Committee had been to discuss the questions which had been submitted to it by the Council, by the Assembly, and subsequently by the Preparatory Commission for the Disarmament Conference.

For these reasons, the Chairman asked M. Cornejo and the members of the Committee to postpone consideration of the question of the amendment to Article 18 of the Covenant to a more appropriate occasion. In accordance with the development of its work the questions which would be submitted to it by the Preparatory Committee for the Disarmament Conference, and as a result of the decision of the Council or of the Assembly in regard to the proposal of M. Cornejo, the Committee would eventually be in a position to see how it could begin the investigation of this interesting question.

M. CORNEJO (Peru) thanked the Chairman for his kind and sympathetic reference to the proposal which he had made. He agreed with the course suggested. It would, in his view, be preferable for his proposal to be discussed by the Council and the Assembly. The only task falling upon the Committee on Arbitration and Security would then be to give final form to the principles accepted by the Council and the Assembly.

The object of M. Cornejo's proposal was to remedy an obvious omission in the Covenant. It was the duty of the League of Nations to preserve peace and secure the co-operation of peoples. The Secretary-General was carrying out a very important duty when he decided to accept the treaties submitted to the Secretariat for registration. This duty could not be reduced to the mere act of registration. A treaty concluded between Powers was not brought to the Secretariat like a document brought to a printer for printing. The Secretariat was obliged to determine whether the treaties submitted to it were in harmony with the aims of the League. If a war declared against the will of the Council were ended by a treaty of peace, such a treaty could not be accepted by the Secretariat.

M. Cornejo wondered even whether a treaty of military alliance could be so accepted. The objection might be made that the Council was available for purpose of consultation. Owing to the unanimity clause, however, that body would be placed in a very difficult situation when discussing a treaty of this kind. This duty, therefore, fell entirely on the Secretariat.

These few observations showed the immense importance of the question, which would usefully be discussed by the Council and the Assembly.

25. Report on the Preliminary Draft General Convention to strengthen the Means of preventing War and Text of the Draft Convention.

Baron ROLIN JAEQUEMYS (Belgium), Rapporteur, read his report on the Preliminary Draft General Convention to strengthen the Means of preventing War (document C.A.S.109) (Annex VII).

The CHAIRMAN proposed that members should reserve their observations until the Committee had taken note of the two texts contained in the Preliminary Draft and had adopted the report.

Article 1 of the Draft Convention (document C.A.S.110) (Annex VIII).

The CHAIRMAN recalled that the text of Article 1 was a compromise and combined the texts of the original Articles 1 and 2. It was further made clear that the article referred to non-military measures.

Article 1 was adopted.

Article 2.

The CHAIRMAN noted that, in column A, provision was made for the adoption of precise and limited measures, whereas, in the other column, the powers left to the Council were wider and the measures less clearly defined. A possibility was left to the parties to introduce the question of national safety.

Article 2 was adopted.

Article 3.

The CHAIRMAN said that, in column A, fresh measures of a strictly limited nature were laid down. This was not the case in regard to column B.

Article 3 was adopted.

Article 3bis.

The CHAIRMAN said that Article 3bis raised the question of sanctions. Only the text in column A was shown, for certain delegations had thought it preferable that the Convention should include no article on the point.

Article 3bis was adopted.

Article 4.

The CHAIRMAN said that an agreement had been reached on the question of the Council's vote. This had been all the easier after original Articles 1 and 2 had been combined.

M. CORNEJO (Peru) thought it would be preferable completely to delete Article 4 which was, in his view, dangerous.

The Covenant wisely laid down in Articles 5 and 15 that questions of principle were to be decided by the Council by a unanimous vote, with the obvious exception of the parties concerned, but that questions of procedure were to be settled by a majority vote.

The provisions in the Covenant corresponded to the aims of the League. It was the League's desire to defend the status given to Europe by the Treaty of Versailles. For such

defence the Covenant enjoined unanimity. On the other hand, when it was a question of settling the procedure to defend peace the Covenant laid down that a decision could be adopted by a mere majority.

Why should not the principles of the Covenant be followed? All that was necessary, in order to make certain that the question should be dealt with in accordance with the principles of the Covenant, was to do away with Article 4, since questions of principle should be settled by a unanimous vote, those of procedure by a majority vote, and a number of decisions could be taken by the President of the Council himself. The action of the President had on several occasions already put an end to hostilities and caused the withdrawal of troops which had crossed the frontier of another State.

If Article 4 were adopted, the President of the Council might be prevented from taking such useful measures. States might question his powers to do so, and demand that the Council take up the matter and give its decision by a unanimous vote.

Normally, for questions of principle, unanimity was necessary, but this was not the case in regard to questions of procedure.

In conclusion, M. Cornejo proposed the deletion of Article 4, for such a course could at any rate give rise to no objection.

The CHAIRMAN thought that it would be difficult for the moment to adopt this proposal. Article 4 was one of those which had given rise to the most important discussions both in the plenary meetings and in the Drafting Committee. The members of the Committee on Arbitration and Security attached much importance to the express insertion of such a provision in the preliminary draft.

To satisfy M. Cornejo, the Chairman would remind him that the Committee had before it at the moment only a preliminary draft and not a final text. Several delegations had made reservations in regard to very important questions. They were to be found in the report, and M. Cornejo could follow the same procedure. When the question was discussed again the Committee could take up the examination of this proposal. There was no question of weakening in any way the scope of Article 5 of the Covenant. Article 6, which dealt with the powers of the Council, should entirely satisfy M. Cornejo in this respect.

M. CORNEJO (Peru) was satisfied with the observations of the Chairman, and asked that his own remarks and the reply to them should be inserted in the Minutes.

Article 4 was adopted.

Articles 5 and 6.

These articles were adopted without observation.

Articles 7 to 14.

The CHAIRMAN said that these articles contained the protocol clauses and that the text recently adopted at The Hague at the Conference on the Codification of International Law had been taken as a basis. It was unnecessary, he thought, to read them.

VISCOUNT CECIL OF CHELWOOD (British Empire) said that the only article to which he thought attention might be drawn was Article 11, as amended (document C.A.S.110 [Erratum]).

The CHAIRMAN drew the Committee's attention to the last paragraph of that article, which contained an important principle.

Articles 7 to 14 were adopted.

The draft Convention as a whole was adopted.

The CHAIRMAN emphasised the fact that the report had been very carefully discussed by the Drafting Committee, and that the Rapporteur had done his best to give an accurate picture of the discussion in the plenary meetings and in the Drafting Committee.

The report was adopted without observations.

M. GAJARDO (Chile) said that he had abstained from voting on the draft Convention on Financial Assistance, and that he had had to record his abstention in view of the fact that he had not had time to consult his Government on the new text proposed by the Drafting Committee, especially in respect of certain delicate points such as that in which the possibility was contemplated that a State would find itself bound by an obligation from the mere fact that the Council had adopted a resolution although that State had not been a party to it. In acting in this manner, M. Gajardo left his Government perfectly free to act in any way it thought good, and to realise to the full its responsibilities either at the moment when the draft was submitted to it or, if necessary, when it signed the Convention at the next Assembly.

M. Gajardo was now in the position to adhere in principle to the draft treaty to strengthen the means of preventing war. This Convention, of which the object was to strengthen the action of the Council under Article 11 of the Covenant, was of the greatest importance for the future of peace, since it remedied the omissions in that article, and closed various openings through which war might enter.

The one moment when peace was in real danger was when national passions were aroused at a time when a dispute had just broken out between two States. Even the strongest Governments were no longer masters of the situation and were sometimes compelled to take extreme measures to fulfil the demands of inflamed public opinion. It was precisely at that moment that the need for counsels of prudence and even for measures to prevent a rupture would be felt.

There was no organisation better qualified by the high moral authority it enjoyed than the Council of the League to accomplish this high mission. The preliminary draft Convention submitted to the Committee for discussion was inspired by these ideas.

The Government of Chile, anxious to promote the peaceful future of the world, while reserving its right to propose when the time came certain amendments to a number of articles of the Convention, fully adhered to the guiding principle contained in it. It had full confidence in the Council, and thought that the intervention of that body at a time of crisis might be, as had already proved the case in the past, the best method of safeguarding peace.

VISCOUNT CECIL OF CHELWOOD (British Empire) thought that the Committee had made a step forward towards a solution of the problem, although it was evident that the draft Convention was not complete. He hoped that it would be possible between now and the next Assembly to overcome some of the difficulties which the delegations had felt in dealing with the subject, and as a slight contribution to that process he would venture to read to the Committee three short principles which his delegation thought ought to be observed, namely,

(1) It was prepared to accept the obligation of complying with any recommendation of the Council designed to safeguard peace, providing it was satisfied that it was not inconsistent with national safety ;

(2) It was averse to doing anything which would, directly or indirectly, restrict or interfere with the existing powers of the Council under Article 11 of the Covenant ;

(3) It could not agree to any extension of sanctions beyond those now provided for in the Covenant.

M. ANTONIADE (Roumania) did not wish to return to the discussion which had taken place. He thought, however, that the moment was come to assume a definite attitude.

In so far as the two columns, to be found in Articles 2, 3 and 3*bis* were concerned, the Roumanian delegation preferred the text in column A.

In the first place, the provisions included in it were clear and precise. Secondly, a simple and effective form of control was set up. Finally, the third article contained a hint that sanctions would be applied, the nature of which would be decided by the Council.

The text of column A showed that the slight progress mentioned at the beginning of the Committee's work had been made. From a mere preliminary draft, which was all that the text had been in its original form, a draft Convention would emerge effective and capable of being used in the manner contemplated.

M. FIERLINGER (Czechoslovakia) much regretted that the Committee had been unable to achieve a final solution by drawing up one single text to be submitted to the Council and to the Assembly. As it was necessary to choose between the two texts he would remind the Committee that, in one of the former meetings, he had expressed the view that the part to be played by the Council should be defined as clearly as possible. Its authority should be increased and the accomplishment of the duties incumbent upon it by the terms of the Covenant, facilitated. The policy followed during the ten years of the League's existence should constitute a tradition for the future which should be respected. The real object of the Covenant must not be forgotten. It must be effectively applied, and if need be, completed by new international arrangements. The only possible policy should be to place in the hands of the League every possible means to maintain peace and to ensure the working of the League in time of crisis.

In those circumstances, M. Fierlinger preferred the French delegation's text, for he considered that it corresponded more satisfactorily to the principles to which he had referred and which the Committee should always take as a basis in the future.

He asked that note should be taken of his statement.

M. WESTMAN (Sweden) stated that his delegation was among those which, from the beginning — when the proposal was not, as it was to-day, the object of general interest — had supported the suggestion to draw up a treaty to strengthen the means of preventing war. On every opportunity, both in the Committee and in the Assembly, Sweden had supported that idea and it had been very glad to note in September last that the British Government considered that the moment for realising it had come and had suggested the transformation of the model treaty of 1928 into a general convention open for signature by all States.

Now, faced with two texts, both of which contained useful elements, but neither of which appeared to be quite satisfactory, and with the numerous reservations which accompanied them, it could not be claimed that the result of the Committee's work came up to the desires and expectations of its members.

In those circumstances, he wished to express the hope that the present disagreement would not be definitive, and that further efforts would be made, as occasion permitted, to reach, without useless delay, a satisfactory solution of this important problem.

M. MASSIGLI (France) had had occasion at previous meetings to explain at length the principles which had inspired the French delegation in the discussion of the problem submitted to the Committee. The remarkable report of which the Committee had just taken note had, on the other hand, summarised those principles. Finally, they were expressed in proposal A in the preliminary draft Convention. Therefore, he would not insist on them. Nevertheless, in thanking the delegations who had been good enough — either at the present meeting or in the Drafting Committee — to state their agreement to the French proposal he would venture to say that, although he had not been fortunate enough to obtain the support of all his colleagues for the principles defended by the French delegation, he at least congratulated himself on the turn which the debate had taken. Undoubtedly the discussion had shown the difficulties of the problem, but it had been sincere and complete. It had shown the common will to make further progress, so far as possible, in the direction of the organisation of peace with which the members of the Committee were animated. Now that the Committee's work was coming to a close, that was the only fact which M. Massigli wished to remember because it was comforting.

Dr. GÖPPERT (Germany) recalled that the position taken up by Germany was sufficiently well known for him to be able to confine himself to a short statement.

It was known that the ideas at the basis of the preliminary draft had originally been suggested by the German delegation, and now, as before, the latter attached great importance to them. It regretted that it had not been possible to reach complete agreement. In regard to the question which had raised most difficulty, that of military measures, the German delegation believed that it could support the compromise contained in proposal B. The text did not appear to it to be entirely satisfactory, but it supported that text as a compromise and with a view to approaching nearer to a general agreement, for it was only with regret that it gave up the hope of seeing its proposals adopted. Nevertheless, it realised that it was only by reciprocal concessions that a solution likely to be accepted unanimously could be found.

Dr. Göppert associated himself with the hope which had been expressed by the previous speakers. The German delegation hoped that the difficulties which still existed would be surmounted, and that on this important question agreement would soon be reached, an agreement which would mark a step forward in the work of organising peace.

M. SOKAL (Poland) recalled that the Polish delegation had on several occasions intervened in the debate with a great desire to see general security strengthened by a new international undertaking. Now that the work was at an end, his delegation noted with sincere satisfaction that certain of its suggestions had been generally adopted and introduced into the text of the report and the annexes.

The Polish delegation, in re-affirming its desire to give the Council greater facilities in any future action for preventing war — action which would be rapid and efficacious with supervision and the necessary sanctions — felt it to be its duty to submit the result of the Committee's work to its Government. It was superfluous to say that the latter would examine it with the greatest care and interest.

If, in spite of a *rapprochement* of points of view, which, at the beginning, were in opposition, there subsisted a divergence of opinion which did not enable the Committee to complete its work with a single text, the Polish delegation wished to state that from now onwards it was solidly for the principle contained in the argument of the French delegation.

General DE MARINIS (Italy) said that from the beginning of the discussions in the Committee on a plan for a general Convention for strengthening the means of preventing war, he had stated the views of the Italian delegation on the question submitted to the Committee by the Assembly resolution of September 24th, 1929, that was to say, whether it would be possible to draw up a general draft Convention on the main lines of the model treaty drawn up at the third session of the Committee.

The point of view of the Italian delegation was based on the following considerations: In order that States should be encouraged to sign a Convention, it was indispensable that they should be able to realise clearly the nature and scope of the engagements they were assuming.

Thus, in the case of a Convention under which a State would assume in advance a formal obligation to accept and apply the Council's recommendations, the measures which formed the object of those recommendations must be clearly defined and specified, otherwise not only would States find difficulty in signing, but the very efficacy of the Convention in its practical application would be doubtful.

When it was a question of defining and specifying the measures which the Council could recommend and which the States signatories should undertake in advance to carry out, account had to be taken, in the form of a hypothesis, of the various concrete cases which might arise between all the States which would be invited to sign the Convention. That is why the Italian delegate had expressed doubt as to the possibility of attaining this aim by means of a general Convention to be signed in principle, by all the Members of the League of Nations, and which should consequently apply to disputes of a very varying kind which might arise between any of the States signatories.

General de Marinis was now compelled to state that his doubts still subsisted, and had even been confirmed by the discussions in the Committee and by the two very different texts submitted by the Drafting Committee.

At the beginning of the discussion, two possibilities had been put forward ; one which would result in a considerable widening not only of the obligations of the contracting parties with regard to the Covenant of the League of Nations, but also of the rights and responsibilities of the Council ; and the other which would involve the acceptance by the contracting parties of previous engagements of which the scope and consequence were not sufficiently laid down.

In the Drafting Committee, certain delegations, in a spirit of conciliation to which he was glad to pay tribute, had endeavoured to find formulæ midway between the two possibilities. As a result, two texts had been drawn up on which the Committee was called to give an opinion.

The first of these texts would, in the opinion of the Italian delegation, amount to an amendment of the Covenant, which it did not consider it opportune to make in this indirect manner, and which in any case exceeded the mandate given to the Committee on Arbitration and Security by the Assembly resolution of September 24th, 1929. The second text would perhaps mark a slight step forward, but it must be recognised that, in trying to give a contractual character to the moral engagements undertaken by the Covenant, the Committee was incurring the risk of putting the Council in a very difficult situation and of making more difficult the settlement of a dispute which it was proposed to solve by pacific means.

It was perhaps desirable to explain this idea. The first paragraph of the second text was sufficiently clear, and, in consequence, the contractual obligation it contained in regard to any particular recommendation which the Council might make would be well defined. Since, however, something had to be added in regard to other possible recommendations of the Council, though it was difficult to mention them specifically, a reservation had to be introduced stating that they could not be carried out if they were considered to be incompatible with national security.

In that way, on the one hand, the legal scope of the future obligation was greatly reduced and had almost no value ; on the other, the moral obligation, arising from Article 11 of the Covenant, to apply the recommendations of the Council was weakened.

When the Committee confirmed the right of each contracting party to invoke reasons of national security for not complying with the Council's recommendations, it might perhaps reasonably fear that there was a risk of indirectly encouraging the parties to resist the Council's recommendations.

On the other hand, the party which saw that the Council's recommendations had not been applied by its adversary for reasons of national security would naturally be tempted to contest those reasons, so that the difference might become still more serious and more bitter.

In conclusion, little would be gained from the point of view of legal engagements and a good deal would be lost from the point of view of the moral obligation.

All these difficulties arose from having to take account in a general Convention of all the possibilities which might arise between a large number of contracting States.

Having made these remarks, he would ask whether it would not be preferable to strengthen the means of preventing war by means of special conventions which could be drawn up in a manner specifically adapted to meet the special conditions of each of the contracting parties and their relative position. Such conventions would have more effective results than would be possible within the framework of a general Convention in contributing usefully to the organisation of peace.

M. CHOUMENKOVITCH (Yugoslavia) had already had an opportunity, during the general discussion, of expressing the point of view of the Yugoslav delegation in regard to the fundamental principles which, in its opinion, should be the basis of the draft.

Thus, it was its desire to give greater precision and clearness to the document, and, at the same time, to facilitate the rôle of the Council by giving it the wider means of which it had need.

In accordance with that point of view, M. Choumenkovitch expressed the same preference as the Czechoslovak, Polish and Roumanian delegations for the French proposal, in view of the fact that the principles which they supported were crystallised in that proposal.

M. IRO (Japan) recalled that the Japanese delegation, in spite of its original attitude, was ready to collaborate in examining the possibility of generalisation referred to in the resolution adopted by the last Assembly.

In spite of the hard work and the conciliatory spirit shown on all sides, the Committee had been unable to draft a text which was acceptable to the majority of the delegations in regard to the essential points contained in the model treaty. In the opinion of the Japanese delegation, that result arose, to a great extent, from the nature of the problem. From the beginning of the work of the Committee it was understood that the whole problem of strengthening security was a regional one. When the German delegation put forward its suggestions, the Committee had decided to examine them. The result had been the drawing up of a model treaty.

The Committee had just examined once again the same problem. In view of the results of that examination the Japanese delegation was of opinion that the problem of strengthening the means of preventing war could only be usefully solved as between countries which were in similar situations, that was to say, on a regional and not on a general basis.

M. MORFOFF (Bulgaria) reminded the Committee of the events of 1925. It was not for his country to state that the provisions of the Pact were insufficient. Bulgaria, however, would support any other provisions for strengthening peace.

M. RUTGERS (Netherlands) recalled that, in regard to the military measures contemplated in Article 3, the delegation of the Netherlands had stated that it was in favour of the idea of including in the draft Convention only definite and limited obligations binding on States, and subject to supervision,

M. MASSIGLI (France) had had occasion at previous meetings to explain at length the principles which had inspired the French delegation in the discussion of the problem submitted to the Committee. The remarkable report of which the Committee had just taken note had, on the other hand, summarised those principles. Finally, they were expressed in proposal A in the preliminary draft Convention. Therefore, he would not insist on them. Nevertheless, in thanking the delegations who had been good enough — either at the present meeting or in the Drafting Committee — to state their agreement to the French proposal he would venture to say that, although he had not been fortunate enough to obtain the support of all his colleagues for the principles defended by the French delegation, he at least congratulated himself on the turn which the debate had taken. Undoubtedly the discussion had shown the difficulties of the problem, but it had been sincere and complete. It had shown the common will to make further progress, so far as possible, in the direction of the organisation of peace with which the members of the Committee were animated. Now that the Committee's work was coming to a close, that was the only fact which M. Massigli wished to remember because it was comforting.

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Dr. Göppert associated himself with the hope which had been expressed by the previous speakers. The German delegation hoped that the difficulties which still existed would be surmounted, and that on this important question agreement would soon be reached, an agreement which would mark a step forward in the work of organising peace.

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The Polish delegation, in re-affirming its desire to give the Council greater facilities in any future action for preventing war — action which would be rapid and efficacious with supervision and the necessary sanctions — felt it to be its duty to submit the result of the Committee's work to its Government. It was superfluous to say that the latter would examine it with the greatest care and interest.

If, in spite of a *rapprochement* of points of view, which, at the beginning, were in opposition, there subsisted a divergence of opinion which did not enable the Committee to complete its work with a single text, the Polish delegation wished to state that from now onwards it was solidly for the principle contained in the argument of the French delegation.

General DE MARINIS (Italy) said that from the beginning of the discussions in the Committee on a plan for a general Convention for strengthening the means of preventing war, he had stated the views of the Italian delegation on the question submitted to the Committee by the Assembly resolution of September 24th, 1929, that was to say, whether it would be possible to draw up a general draft Convention on the main lines of the model treaty drawn up at the third session of the Committee.

The point of view of the Italian delegation was based on the following considerations: In order that States should be encouraged to sign a Convention, it was indispensable that they should be able to realise clearly the nature and scope of the engagements they were assuming.

Thus, in the case of a Convention under which a State would assume in advance a formal obligation to accept and apply the Council's recommendations, the measures which formed the object of those recommendations must be clearly defined and specified, otherwise not only would States find difficulty in signing, but the very efficacy of the Convention in its practical application would be doubtful.

When it was a question of defining and specifying the measures which the Council could recommend and which the States signatories should undertake in advance to carry out, account had to be taken, in the form of a hypothesis, of the various concrete cases which might arise between all the States which would be invited to sign the Convention. That is why the Italian delegate had expressed doubt as to the possibility of attaining this aim by means of a general Convention to be signed in principle, by all the Members of the League of Nations, and which should consequently apply to disputes of a very varying kind which might arise between any of the States signatories.

General de Marinis was now compelled to state that his doubts still subsisted, and had even been confirmed by the discussions in the Committee and by the two very different texts submitted by the Drafting Committee.

At the beginning of the discussion, two possibilities had been put forward; one which would result in a considerable widening not only of the obligations of the contracting parties with regard to the Covenant of the League of Nations, but also of the rights and responsibilities of the Council; and the other which would involve the acceptance by the contracting parties of previous engagements of which the scope and consequence were not sufficiently laid down.

In the Drafting Committee, certain delegations, in a spirit of conciliation to which he was glad to pay tribute, had endeavoured to find formulæ midway between the two possibilities. As a result, two texts had been drawn up on which the Committee was called to give an opinion.

The first of these texts would, in the opinion of the Italian delegation, amount to an amendment of the Covenant, which it did not consider it opportune to make in this indirect manner, and which in any case exceeded the mandate given to the Committee on Arbitration and Security by the Assembly resolution of September 24th, 1929. The second text would perhaps mark a slight step forward, but it must be recognised that, in trying to give a contractual character to the moral engagements undertaken by the Covenant, the Committee was incurring the risk of putting the Council in a very difficult situation and of making more difficult the settlement of a dispute which it was proposed to solve by pacific means.

It was perhaps desirable to explain this idea. The first paragraph of the second text was sufficiently clear, and, in consequence, the contractual obligation it contained in regard to any particular recommendation which the Council might make would be well defined. Since, however, something had to be added in regard to other possible recommendations of the Council, though it was difficult to mention them specifically, a reservation had to be introduced stating that they could not be carried out if they were considered to be incompatible with national security.

In that way, on the one hand, the legal scope of the future obligation was greatly reduced and had almost no value; on the other, the moral obligation, arising from Article 11 of the Covenant, to apply the recommendations of the Council was weakened.

When the Committee confirmed the right of each contracting party to invoke reasons of national security for not complying with the Council's recommendations, it might perhaps reasonably fear that there was a risk of indirectly encouraging the parties to resist the Council's recommendations.

On the other hand, the party which saw that the Council's recommendations had not been applied by its adversary for reasons of national security would naturally be tempted to contest those reasons, so that the difference might become still more serious and more bitter.

In conclusion, little would be gained from the point of view of legal engagements and a good deal would be lost from the point of view of the moral obligation.

All these difficulties arose from having to take account in a general Convention of all the possibilities which might arise between a large number of contracting States.

Having made these remarks, he would ask whether it would not be preferable to strengthen the means of preventing war by means of special conventions which could be drawn up in a manner specifically adapted to meet the special conditions of each of the contracting parties and their relative position. Such conventions would have more effective results than would be possible within the framework of a general Convention in contributing usefully to the organisation of peace.

M. CHOUMENKOVITCH (Yugoslavia) had already had an opportunity, during the general discussion, of expressing the point of view of the Yugoslav delegation in regard to the fundamental principles which, in its opinion, should be the basis of the draft.

Thus, it was its desire to give greater precision and clearness to the document, and, at the same time, to facilitate the rôle of the Council by giving it the wider means of which it had need.

In accordance with that point of view, M. Choumenkovitch expressed the same preference as the Czechoslovak, Polish and Roumanian delegations for the French proposal, in view of the fact that the principles which they supported were crystallised in that proposal.

M. ITO (Japan) recalled that the Japanese delegation, in spite of its original attitude, was ready to collaborate in examining the possibility of generalisation referred to in the resolution adopted by the last Assembly.

In spite of the hard work and the conciliatory spirit shown on all sides, the Committee had been unable to draft a text which was acceptable to the majority of the delegations in regard to the essential points contained in the model treaty. In the opinion of the Japanese delegation, that result arose, to a great extent, from the nature of the problem. From the beginning of the work of the Committee it was understood that the whole problem of strengthening security was a regional one. When the German delegation put forward its suggestions, the Committee had decided to examine them. The result had been the drawing up of a model treaty.

The Committee had just examined once again the same problem. In view of the results of that examination the Japanese delegation was of opinion that the problem of strengthening the means of preventing war could only be usefully solved as between countries which were in similar situations, that was to say, on a regional and not on a general basis.

M. MORFOFF (Bulgaria) reminded the Committee of the events of 1925. It was not for his country to state that the provisions of the Pact were insufficient. Bulgaria, however, would support any other provisions for strengthening peace.

M. RUTGERS (Netherlands) recalled that, in regard to the military measures contemplated in Article 3, the delegation of the Netherlands had stated that it was in favour of the idea of including in the draft Convention only definite and limited obligations binding on States, and subject to supervision.

The Netherlands delegation especially regretted that the Committee had not been able to reach agreement regarding the obligation to cause land and air forces to respect the line of demarcation laid down by the Council.

Its views in regard to sanctions were very similar to those expressed by Lord Cecil.

It had been unable completely to agree with either of the two texts presented in the preliminary draft, which would be made the object of future study by the Netherlands Government.

The Netherlands delegate noted with satisfaction that, in regard to non-military measures, an agreement had been reached. This was an appreciable step forward.

M. RAPHAËL (Greece) said that the Greek delegation had followed with great interest the work of the Committee. It would forward to its Government the text which had now been drafted. His Government would certainly examine it very sympathetically, for it was favourable in advance to any action taken for the achievement of peace.

The Greek Government had not hesitated, more particularly at the moment referred to by the Bulgarian delegate, to follow the recommendations of the Council, for its traditional policy had always been to desire peace.

M. CORNEJO (Peru) wished to express the thanks of the Committee to the distinguished statesman and savant who had presided over its work with such talent and experience.

The CHAIRMAN recalled that the Turkish delegation had expressed the desire that note should be taken in the Minutes of the fact that it had abstained from discussing and voting on the draft Convention.

26. Close of the Session.

The CHAIRMAN, without wishing to make a closing speech, desired to point out the difficulties with which the Committee had had to deal from the first day of the discussion in regard to all the problems which had arisen, both in respect of the general Convention for the prevention of war as well as in respect of that on financial assistance. The discussion had been particularly difficult and the Drafting Committee had had to hold many meetings. The various questions had been thoroughly examined. It was impossible to try to hide the amount of disagreement. Disagreement existed and this fact must be faced, but its importance need not be exaggerated.

If the reasons which had prevented the conclusion of complete agreement were sought, it would be found that political circumstances were, in reality, the main cause. Important problems had been discussed during the last months at the Naval Conference and at the Hague Conference. The Preparatory Commission was to meet in November and the Chairman shared the view of those who thought that this session might be the last which that Commission would hold.

All the discussion which had taken place had raised extremely important political questions which were engaging the attention of public and political circles in certain countries more particularly, but generally in all countries Members of the League.

It was invariably necessary, in such circumstances, to be calm and to wait a little in order to see more clearly. From the discussion it was possible to mark the amount of progress achieved. Several delegations had expressed the hope, shared by the Chairman, that at any rate the main difficulties could be overcome. The preliminary discussions had prepared the field, and had made it possible to discover the views of States more clearly and to define them. It was permissible, therefore, to draw the inference that the attitude of States would be definitely determined by the time the next discussion took place, and that an understanding under such conditions would be far more easily achieved.

It was not the duty of the Chairman to prejudge in any way the issue of the discussion. He would confine himself purely and simply to noting facts.

In regard to the question of armaments, in so far as aircraft were concerned, and in regard to the question of financial assistance, considerable progress had, he thought, really been achieved. Important results had been obtained. Financial assistance had, for several years been the object of serious discussions, and numerous difficulties had been met with at the outset. The Committee could not but congratulate itself on the positive results which had been obtained. It could come before the Assembly with a quiet conscience, for it had done everything in its power and had fulfilled its whole duty.

It remained to thank the members of the Secretariat, particularly M. Sugimura and all his colleagues, for the efficient aid which they had given to the Committee; the Rapporteurs, M. de Castro, M. Cobián and Baron Rolin Jaquemyns, and finally, all the members of the Committee for their continuous efforts, for the goodwill that they had shown and particularly for the good nature with which they had submitted to the soft harshness which the Chairman had been compelled to show in order to preside efficiently over the work and prevent any useless prolongation of the discussion. Such prolongation led only too often to an impasse. The members of the Committee had understood his motives and had materially assisted him to achieve appreciable results and for this he would thank them most sincerely.

VISCOUNT CECIL OF CHELWOOD (British Empire) said that he felt that such success as the Committee had achieved was largely due to the Chairman's extremely able conduct of the proceedings.

**Draft General Convention on the General Lines of the Model Treaty
to strengthen the Means of preventing War.**

ANNEX I.

**CIRCULAR LETTER ADDRESSED BY THE SECRETARY-GENERAL
TO THE MEMBERS OF THE LEAGUE OF NATIONS.**

C.L.288.1929.VII.

Geneva, October 23rd, 1929.

On the report of its Third Committee, the tenth Assembly decided, on September 24th, 29, to invite the Council to request the Committee on Arbitration and Security to consider the possibility of establishing a draft general Convention on the general lines of the model treaty¹ to strengthen the means of preventing war, which Convention could be referred to the Governments in time to enable the latter to indicate, at the eleventh Assembly, whether they are prepared to accept it.

In pursuance of this Assembly resolution, the Council, on September 25th, 1929, decided to ask the President of the Committee on Arbitration and Security to summon that Committee in due course to consider this question. The Council further thought it desirable that the Committee should be assisted as far as possible in its work by previous study and discussion.

Accordingly, the Council has instructed me to ask all Governments Members of the League to forward as soon as possible any suggestions or observations they may wish to submit to the Committee on Arbitration and Security with regard to this question.

ANNEX II.

REPLIES TO CIRCULAR LETTER 288.1929.VII.

C.A.S.86.
[C.P.D.188.]

1. REPLY FROM THE DANISH GOVERNMENT.

[*Translation.*]

The Danish Government considers that, since the draft model treaty to strengthen the means of preventing war furnishes an excellent basis for negotiations, it is very desirable that a treaty on the general lines of this model should be signed and ratified by as many countries as possible.

When examining the details of the draft, it must be borne in mind that its underlying ideas date back to a period before the coming into force of the Pact signed at Paris and known as the Kellogg Pact, which contains a general veto on war, that is to say, an obligation of a more far-reaching character than that which is to be embodied in the model treaty.

This, however, does not make it less desirable that States should accept the special obligations laid down in the draft, according to which they would be required to comply with certain recommendations by the Council of the League of Nations, etc. But it does necessitate a revision of certain formulæ and provisions in the draft which may appear to presuppose a certain right to go to war — a right henceforward excluded by the coming into force of the Kellogg Pact.

Accordingly, the Danish Government proposes the following amendments:

1. The Preamble should contain an express reference to the Kellogg Pact and to the obligations accepted thereunder.

2. Article 3 refers to the event of hostilities having already broken out and of the possibilities of a peaceful settlement having been exhausted. This assumption is incompatible with the principles of the Kellogg Pact, by which States have undertaken in no circumstances to resort to other than peaceful means for the settlement of disputes with one another. Consequently, the Danish Government proposes the following text.

¹ See document C.535.M.162.1928.IX.

“ In the event of hostilities of any kind having broken out between the High Contracting Parties, for any reason whatever, the Parties undertake in all cases to comply with the recommendations which the Council, etc.”

- 3. A dispute might arise between a State which has ratified the treaty and a State which has not ratified it, but which declares itself willing in this particular case to accept the obligations arising out of Articles 1-5 of the treaty and to comply with them.

In that case, the State which ratified the treaty ought not to be able to evade the obligations which the treaty imposes upon it. In the interests of peace it must be required to fulfil them. The Danish Government therefore proposes that in Article 6 the words “ the High Contracting Parties ” should be replaced by “ States which have undertaken to accept the obligations of the present Treaty, either by ratification in accordance with Article 8 or by a special declaration made at the invitation of the Council of the League of Nations voted for by a majority of that body ”.

4. In Article 7 we propose the following addition to the present text : “ or in the obligations contained in the Pact of Paris of August 27th, 1928, on the renunciation of war ”.

5. The Danish Government is of opinion that the treaty should enter into force as soon as possible. If the signatory States do not all consent to ratify it, it should enter into force as between those who do ratify it.

We therefore propose that the first paragraph of Article 9 should read as follows :

“ The present Treaty shall enter into force for each contracting party as soon as it has deposited its ratification.”

6. The Danish Government does not think that the treaty should expressly stipulate the right of the contracting parties to denounce it. The Kellogg Pact, the scope of which is much wider, contains no provision for denunciation and there is something shocking in the idea that States which have signed the Kellogg Pact or which are Members of the League of Nations may, by denouncing the treaty, secure for themselves greater freedom to engage in hostilities, when previous undertakings of a more far-reaching character entirely forbid recourse to warlike measures. Accordingly, the Danish Government suggests that Article 10 of the draft should be suppressed, and it would then be implied that the obligations in the treaty, which invest the Council of the League of Nations with a certain authority, would, of course, be conditional upon the contracting States still being Members of the League of Nations.

2. REPLY FROM THE BELGIAN GOVERNMENT.

C.A.S.90.
[C.P.D.192.]

[Translation.]

Brussels, February 22nd, 1930.

The Belgian Government is of opinion that the model treaty to strengthen the means of preventing war ought to be considerably changed, at least in Articles 3 and 4, as a result of the adoption by the majority of the States Members of the League of Nations of the Pact of Paris for the Renunciation of War.

Articles 3 and 4 of the treaty provide for action on the part of the Council after hostilities have broken out, but a country which had recourse to arms in violation of the Pact of Paris would hardly be likely to observe the undertaking to suspend hostilities to allow of action by the Council.

Will the Committee on Arbitration and Security, without knowing the full effect of bringing the provisions of the Covenant of the League of Nations into line with those of the Pact of Paris, be in position to determine how the States Members or non-Members of the League could more effectively secure observance of their undertakings by stipulating as between themselves certain specific means of recourse to the Council to prevent the outbreak or continuance of war ?

Subject to these considerations, the Belgian Government desires to say how much it appreciates, from the point of view of guarantees of security, the value of the contractual provisions of the model treaty, whereby the States which adopt it undertake, in the event of a dispute, to carry out the recommendations of the Council of the League of Nations.

(Signed) HYMANS.

3. REPLY FROM THE HUNGARIAN GOVERNMENT.

C.A.S.90.
[C.P.D.192.]

[Translation.]

Geneva, February 17th, 1930.

The Hungarian Government — which is not represented on the Committee of Arbitration and Security — does not desire at present to submit any suggestions or observations with regard to the work of that Committee, but reserves the right to do so later, when the Draft General Convention has been drawn up by the Committee and communicated to the Hungarian Government.

(Signed) Zoltán BARANYAI,
Acting Chargé d'Affaires at the Royal Hungarian
Delegation accredited to the League of Nations.

4. REPLY FROM THE NETHERLANDS GOVERNMENT.

C.A.S.90.
[C.P.D.192.]

Berne, February 24th, 1930.

[Translation.]

In a note enclosed with my letter No. 1609 of July 15th, 1929, the Netherlands Government forwarded to you its observations¹ on the text of the "model treaty to strengthen the means of preventing war", adopted by the ninth Assembly on September 20th, 1928, and I am instructed by the Minister for Foreign Affairs to inform you that these observations also apply to the draft general Convention on the lines of the model treaty.

(Signed) W. I. DOUDE VAN TROOSTWIJK.

Appendix.

Observations by the Netherlands Government dated July 12th, 1929.

The Government of the Queen has the honour to acknowledge receipt of the Secretary-General's Circular Letter 187.1928.IX., dated November 12th, 1928, by which he forwarded to the Netherlands Government the text of a model treaty to strengthen the means of preventing war, which had been adopted on September 20th, 1928, by the ninth Assembly.

The Netherlands Government has studied this text with great interest and is glad to find itself in complete agreement with the principles on which the draft is based. It considers that it would certainly be an advantage to establish the obligation of the parties to apply the Council's provisional recommendations with regard to the substance of the dispute and formulating conservatory measures forbidding the parties to modify to their advantage the situation *de facto* or *de jure* while the Council is dealing with the question (Article 1). It also agrees entirely with Articles 2, 3 and 4. A treaty such as that drawn up by the Committee on Arbitration and Security would, in the opinion of the Netherlands Government, be a useful complement to the provisions of the Covenant, if it were accepted by the Members of the League of Nations.

The Netherlands Government desires, however, to make certain observations which have occurred to it during its examination of the model treaty.

The expression "provisional recommendations . . . designed to prevent any measures being taken by the parties which might have a prejudicial effect on the execution of the arrangement to be proposed by the Council" obviously refers to the recommendations for conservatory measures to be made by the Council. It seems to the Netherlands Government that the word "conservatory" should be inserted in this article. It is, of course, understood that these measures could in no case affect the substance of question.

The Government of the Queen wonders whether mention should not be made in the treaty of the possibility of referring to the Permanent Court of International Justice any question of legal interpretation of the treaty, *i.e.*, disputes as to whether the particular case provided for by the treaty has arisen. In particular, there might be a divergence of views between the Council and the contracting party as to whether the Council's recommendation really referred to the substance of the dispute. An advisory opinion from the Court invited by the Council or a decision on a legal point by the Court on the Council's request, could only strengthen the authority of the Council's decision. It goes without saying that, if recognition of the jurisdiction of the Permanent Court of International Justice were inserted in the Convention, it must be stipulated, so that the effect of the treaty should not be rendered null and void, that the State must, in the first place, carry out the Council's recommendation.

It is also a question whether, for the case provided for in Article 1, it should not be stipulated that the Council's recommendation would only apply during a definite period, for example, three months, and that a special decision of the Council renewing it would be necessary to maintain the recommendation.

So far as the question of the control to be exercised by the Council is concerned, the Polish delegation's proposal seems, in the opinion of the Netherlands Government, preferable to the present drafting of Article 4.

Article 5 leaves in suspense the question of the voting procedure in the case of Article 1. It would be better to state definitely that this vote would be effected by unanimity and not by majority. With regard to the exclusion of the vote of the representatives of the parties concerned, as laid down in Article 5, it may be asked whether, in limiting Article 1 to conservatory measures, the same rule should not be applied to this article. From a drafting point of view, the expression "the vote of the representatives of the parties not counting in calculating unanimity" seems preferable.

Finally, it would perhaps be desirable not to omit in the Preamble of the new model treaty to strengthen the means of preventing war an allusion to the Pact of Paris concerning the illegality of war, with which this model treaty is in perfect harmony.

¹ See Appendix.

5. REPLY FROM THE ESTONIAN GOVERNMENT.

C.A.S.90.
[C.P.D.192.]

Ministry for Foreign Affairs.

Tallinn, February 27th, 1930.

[*Translation.*]

The question had been carefully examined by the proper authorities in Estonia, who are in favour of a draft general Convention drawn up on the broad lines of the model treaty.

For the Minister :

(Signed) J. LEPPIK,
Director of the Political Department.

6. REPLY FROM THE SWISS GOVERNMENT.

C.A.S.90.
[C.P.D.192.]

Federal Political Department.

Berne, March 10th, 1930.

[*Translation*]

The Federal Council has always taken a great interest in this matter, and instructed its delegation at the ninth Assembly to give its support to the proposals of the Committee on Arbitration and Security for a model treaty on the lines suggested by the German Government to strengthen the means of preventing war.

At the same time, the Federal Council thinks that a general treaty of this kind would be of chief importance for those States which do not consider themselves free from the danger of aggression, and are consequently desirous of obtaining further guarantees of security. The Government has certain doubts as to the utility of a State like Switzerland being a party to such a Convention. If, however, as is to be hoped for the sake of general peace, the proposed Convention is established, the Federal Council would certainly consider carefully whether Switzerland should accede to it.

The Federal Council sees no objection to the future general Convention following the main lines of the model treaty adopted by the ninth Assembly of the League of Nations. In its views, however, the first article of the model treaty ought not to cover too wide a field. The authority given to a body like the Council to insist, even temporarily, on obedience to its recommendations by the two parties in dispute, should be altogether exceptional. It would seem that, with the means of peaceful settlement now available, intervention of this kind would only be justified for the prevention of actual hostilities. The Council would therefore have to be obviously face to face with a danger of war. This danger would only exist, as a general rule, if one of the parties had acted so as directly to threaten the security of the other by mobilisation, concentration of armed forces, etc. It would perhaps be better, therefore, to limit the first article by making it clear in the last clause that the Council would only make provisional recommendations to prevent "any *military* measures (not 'any measures') being taken by the parties which might have a prejudicial effect on the execution of an arrangement to be proposed by the Council".

Article 2 of the draft treaty lays down a principle which has become so axiomatic for the peaceful settlement of international disputes that it is not surprising to find it in a Convention for strengthening the means of preventing war. Such a provision should, however, be so drawn up or interpreted as not, for example, to be applicable against a State which mobilised its armed forces after the other party had already mobilised; otherwise, it would put a premium on aggression.

Articles 3, 4 and 5 of the model treaty could be embodied in the general Convention without change. They deal with cases where hostilities have already begun, and where it is reasonable that the Council should be empowered to make provisional decisions immediately binding on belligerents. The task is no longer to facilitate the settlement of a dispute, but to prevent the shedding of blood.

We do not think that the other articles call for any comment at the moment.

(Signed) MORTA,
Federal Political Department.

C.A.S.90.
[C.P.D.192].

7. REPLY FROM THE NORWEGIAN GOVERNMENT.

Ministry for Foreign Affairs.

Oslo, March 14th, 1930.

[*Translation.*]

The Norwegian Government is in complete sympathy with the idea of such a Convention and considers that it would be a natural and effective means of supplementing the Covenant.

Better results might well be obtained by a general convention to which States might become parties without special negotiations than by a model bilateral treaty.

The Norwegian Government considers that the model treaty enclosed with your letter might, in its broad lines, be used as the basis of a general convention for this purpose, subject to certain modifications in view of the Pact of Paris.

It appears that — taken in conjunction with Article 5 — Article 1 of the model would be of small importance. Granted that a unanimous vote (including the votes of the representatives of the parties) is necessary, the authority of the Council would hardly be greater than that of a conciliation commission. Article 1 only lays down that the parties undertake to carry out the temporary recommendations of the Council, *which their own representatives have already accepted.*

The Norwegian Government is, on this account, a little doubtful whether the rules of voting laid down in Article 5 of the Convention (to the effect that any decision taken unanimously, but without the votes of the representatives of the parties, is obligatory) could not be made to embrace Article 1, notwithstanding that this would mean a deviation from the system of the model, in conformity with which Article 1 connects with paragraph 3 of Article 15 of the Covenant touching the conciliatory duties of the Council. It does not seem that the insertion of a clause to this effect, which would, moreover, be in harmony with the basic ideas of the Convention, would conflict with the terms of the Covenant of the League of Nations which govern the working of the Council (as was mentioned at the top of page 2 of document C.535.M.162.1928.IX).

When the present treaty is being drawn up, it might perhaps be made clear whether the obligations which States may have undertaken by other Conventions to submit questions of interpretation to the Permanent Court of International Justice or to a Court of Arbitration should not apply to disputes concerning the interpretation of this general Convention, in so far as its terms affect the authority of the Council of the League of Nations.

(*Signed*) J. L. MOWINCKEL.

ANNEX III.

C.A.S.98.

OBSERVATIONS OF THE BRITISH DELEGATION.

Geneva, April 28th, 1930.

His Majesty's Government in the United Kingdom have had under consideration the draft model treaty to strengthen the means of preventing war. Owing mainly to pressure of business in connection with the London Naval Conference, they have unfortunately been unable yet to put in final form the conclusions which they have reached thereon. I am daily expecting to receive their final instructions in regard to all the points which have been under consideration.

2. It may, however, be of assistance to the Committee on Arbitration and Security, if I were to communicate to the members forthwith the views of my Government on those points in regard to which their wishes are already known to me, while reserving the right to raise other points at a later stage, when my final instructions have been received.

3. In the first place, His Majesty's Government consider that some reference should be made in the Preamble to the Pact of Paris, and they would accordingly suggest that paragraph 2 should read: "Noting that to this end the task of the Council of the League of Nations and the purposes of the Pact of Paris in ensuring peace and conciliation might be facilitated by undertakings assumed voluntarily in advance by the States . . ." Similarly, they are of opinion that, in view of the existence of the Pact of Paris, Article 3 of the draft treaty should be modified by the deletion of the words "without the possibilities of a peaceful settlement having in the Council's opinion been exhausted". Further, in view of the fact

that this article is designed primarily to safeguard the possibility of trouble arising out of frontier incidents, they would recommend the substitution of the following words in the opening phrase: "In the event of hostile acts of any kind having been committed by one High Contracting Party against another . . ." The beginning of the article would thus read: "In the event of hostile acts of any kind having been committed by one High Contracting Party against another the High Contracting Parties undertake, etc."

4. His Majesty's Government would propose to add to Article 7 the words ". . . nor as imposing any obligation on the High Contracting Parties to cease or refrain from action taken in accordance with the recommendations of the Council".

5. Seeing that it is now proposed to convert the draft model treaty into a general treaty, to be opened for signature, it would appear that Articles 8 to 11 inclusive require some revision, and His Majesty's Government would suggest the substitution for them of the following:

Article 8. — The present Treaty shall come into force as soon as the Secretary-General of the League of Nations has received the ratifications or accessions on behalf of two Members of the League of Nations.

Article 9. — Ratifications or accessions received after the entry into force of the Treaty in accordance with Article 8 shall take effect as from the date of their receipt by the Secretary-General of the League of Nations.

Article 10. — After the expiration of . . . years from the coming into force of the present Treaty in accordance with Article 8, it may be denounced by an instrument in writing deposited with the Secretary-General of the League of Nations. The denunciation shall take effect six months after its receipt by the Secretary-General and shall operate only as regards the Member of the League on whose behalf it has been deposited.

The Secretary-General shall notify all the Members of the League of any denunciations received.

Article 11. — The present Treaty shall be registered by the Secretary-General of the League of Nations on the date of its entry into force.

IN FAITH WHEREOF the above-mentioned plenipotentiaries have signed the present Treaty.

6. As I have indicated above, I may shortly have further proposals to make for the modification or amendment of the draft treaty.

(Signed) CECIL.

ANNEX IV.

C.A.S.98(a).

FURTHER OBSERVATIONS OF THE BRITISH DELEGATION.

Geneva, April 29th, 1930.

In my letter of yesterday I indicated that I might have further suggestions to make for the amendment or modification of the draft model treaty to strengthen the means of preventing war.

2. His Majesty's Government in the United Kingdom, being impressed with the importance of facilitating the action of the Council under Article 11 of the Covenant for the prevention of the outbreak of hostilities, consider that a further article might be inserted, between Articles 2 and 3, as follows:

Article 2(A). — The High Contracting Parties undertake, in the event of a threat of hostilities, between them, to accept and apply such precautionary measures as the Council, acting in exercise of the powers of the League under the first paragraph of Article 11 of the Covenant, may recommend with a view to preventing an outbreak of hostilities.

3. The above completes the proposals which for the present I have to submit to the Committee.

4. I desire to add that, although the indications which I have of the general ideas of my Government enable me to make these proposals, I am not sure of being able to receive, during the discussion at the present session, their final and detailed recommendations. I must therefore reserve their right to make, if necessary, further observations at a later stage.

(Signed) CECIL.

REVISED SYNOPTIC TABLE OF THE TEXT OF THE MODEL TREATY TO STRENGTHEN
THE MEANS OF PREVENTING WAR, AND OF THE OBSERVATIONS OF THE GOVERNMENTS.

Geneva, April 28th, 1930.

Text submitted to the Ninth Assembly
(document C.535.M.162.1928).

Observations of the Governments.

MODEL TREATY TO STRENGTHEN
THE MEANS OF PREVENTING WAR.

ad *Preamble.*

Preamble.

(List of Heads of States)

.....
Being sincerely desirous of developing mutual confidence by strengthening the means of preventing war;
Noting that to this end the task of the Council of the League of Nations in ensuring peace and conciliation might be facilitated by undertakings assumed voluntarily in advance by the States;
Have decided to achieve their common aim by means of a treaty and have appointed as their plenipotentiaries:

(List of Plenipotentiaries)

.....
who, having deposited their full powers found in good and due form, have agreed on the following provisions:

BRITISH EMPIRE.

His Majesty's Government consider that some reference should be made in the Preamble to the Pact of Paris, and they would accordingly suggest that paragraph 2 should read: "Noting that, to this end, the task of the Council of the League of Nations and the purposes of the Pact of Paris in ensuring peace and conciliation might be facilitated by undertakings assumed voluntarily in advance by the States. . ."
(document C.A.S.98).

DENMARK.

The Preamble should contain an express reference to the Pact of Paris and to the obligations accepted thereunder (document C.A.S.86).

NETHERLANDS.

It would be desirable not to omit from the Preamble of the new model treaty to strengthen the means of preventing war an allusion to the Pact of Paris concerning the illegality of war with which this model treaty is in perfect harmony (document C.A.S.90).

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Article 1.

The High Contracting Parties undertake, in the event of a dispute arising between them and being brought before the Council of the League of Nations, to accept and apply provisional recommendations by the Council relating to the substance of the dispute and designed to prevent any measures being taken by the parties which might have a prejudicial effect on the execution of an arrangement to be proposed by the Council.

Article 2.

In the case provided for in Article 1, the High Contracting Parties further undertake to refrain from any measures which might aggravate or extend the dispute.

Article 3.

In the event of hostilities of any kind having broken out, without the possibilities of a peaceful settlement having in the Council's opinion been exhausted, the High Contracting Parties undertake to comply with the recommendations which the Council may make to them for the cessation of hostilities, prescribing, in particular, the withdrawal of forces having penetrated into the territory of another State, or into a zone demilitarised in virtue of international treaties, and in general inviting them to respect each other's sovereignty and any obligations assumed in regard to demilitarised zones.

NETHERLANDS.

1. Replace the expression : " provisional recommendations " by the expression " conservatory measures ".

2. It should be stipulated that, in the case provided for in Article 1, the Council's recommendation would only apply during a definite period, for example, three months, and that a special decision of the Council renewing it would be necessary to maintain the recommendation (document C.A.S.90).

ad Article 1.

SWITZERLAND.

The first article ought not to cover too wide a field. This article should only apply in the event of the Council being manifestly face to face with a danger of war. It would, perhaps, be better therefore to limit the first article by making it clear in the last clause that the Council would only make provisional recommendations to prevent " any military measures (not ' any measures ') being taken by the parties which might have a prejudicial effect on the execution of an arrangement to be proposed by the Council " (document C.A.S.90).

ad Article 2.

SWITZERLAND.

This article should be so drawn up or interpreted as not, for example, to be applicable against a State which mobilised its armed forces after the other party had already mobilised ; otherwise, it would put a premium on aggression (document C.A.S.90).

ad Article 3.

BRITISH EMPIRE.

His Majesty's Government are of opinion that, in view of the existence of the Pact of Paris, Article 3 of the draft treaty should be modified by the deletion of the words " without the possibilities of a peaceful settlement having in the Council's opinion been exhausted ". Further, in view of the fact that this article is designed primarily to safeguard the possibility of trouble arising out of frontier incidents, they would recommend the substitution of the following words in the opening phrase : " In the event of hostile acts of any kind having been committed by one High Contracting Party against another ". The beginning of the article would thus read : " In the event of hostile acts of any kind having been committed by one High Contracting Party against another, the High Contracting Parties undertake, etc. " (document C.A.S.98).

BELGIUM.

The model treaty ought to be considerably changed, at least in Articles 3 and 4, as a result of the adoption by the majority of the States Members of the League of Nations of the Pact of Paris for the Renunciation of War.

Articles 3 and 4 of this treaty provide for action on the part of the Council after hostilities have broken out. But a country which had recourse to arms in violation of the Pact of Paris would hardly be likely to observe the undertaking to suspend hostilities to allow of action by the Council (document C.A.S.90).

DENMARK.

Replace the present wording by the following text : " In the event of hostilities of any kind having broken out between the High Contracting Parties for any reason whatever, the parties undertake in all cases to comply with the recommendations which the Council, etc. " (document C.A.S.86).

Article 4.

High Contracting Parties between whom hostilities may have broken out undertake to lend themselves to any action which may be decided upon by the Council with a view to ensuring the observance and execution of the measures it may have recommended in conformity with Article 3.

Article 5.

In the cases referred to in Articles 3 and 4, the High Contracting Parties undertake to act in accordance with the recommendations of the Council, provided that they are concurred in by all the members other than the representatives of the parties which have engaged in hostilities.

Article 6.

The provisions of the present Treaty shall only apply on the basis of reciprocity, *i.e.*, in respect of disputes between the High Contracting Parties.

BELGIUM.

Same observation as for Article 3.

NETHERLANDS.

This article leaves in suspense the question of the voting procedure in the case of Article 1. It would be better to state definitely that this vote would be effected by unanimity and not by majority. With regard to the exclusion of the vote of the representatives of the parties concerned, as laid down in Article 5, it may be asked whether, if Article 1 is limited to conservatory measures, the same rule should not be applied to this article. From a drafting point of view, the expression "the vote of the representatives of the parties not counting in the calculation of this unanimity" seems preferable (document C.A.S.90).

ad Article 4.

NETHELANDS.

The proposal made by the Polish Delegation¹ seems preferable to the present drafting of Article 4 (document C.A.S.90).

ad Article 5.

NORWAY.

The rules of voting laid down in Article 5 (to the effect that any decision taken unanimously, but without the votes of the representatives of the parties is obligatory) could perhaps be extended also to Article 1 (document C.A.S.90).

ad Article 6.

DENMARK.

Replace the words "the High Contracting Parties" by "States which have undertaken to accept the obligation of the present Treaty either by ratification in accordance with Article 8 or by special declaration made at the invitation of the Council of the League of Nations voted for by a majority of that body" (document C.A.S.86).

¹ During the third session of the Committee on Arbitration and Security the Polish delegation proposed the following wording for Article 4:

"The High Contracting Parties, considering that the provisions referred to above will not be effective unless accompanied by a system of prompt control, undertake forthwith to conform to such measures of supervision as may be applied by the direction of the Council" (see document C.535.M.162.1928.IX).

Article 7.

The present Treaty may not be interpreted as entailing any change in the task of the Council of the League of Nations as laid down in the Covenant.

Article 8.

The present Treaty shall bear to-day's date; it shall be ratified. The instrument of ratification shall be forwarded to the Secretary-General of the League of Nations, who shall notify their receipt to all Members of the League.

Article 9.

The present Treaty shall enter into force as soon as all the ratifications have been deposited. The present Treaty, done in one copy, shall be deposited in the archives of the League of Nations. The Secretary-General of the League of Nations shall be requested to deliver certified true copies to all the High Contracting Parties.

Article 10.

The present Treaty shall be concluded for a period of

¹ Date of signature.

ad Article 7.

BRITISH EMPIRE.

His Majesty's Government would propose to add to Article 7 the words "nor as imposing any obligation on the High Contracting Parties to cease or refrain from action taken in accordance with the recommendations of the Council" (document C.A.S.98).

DENMARK.

Add to the present text the following words: "Nor the obligations contained in the Pact of Paris of August 27th, 1928, on the Renunciation of War" (document C.A.S.86).

ad Article 8.

BRITISH EMPIRE.

"The present Treaty shall come into force as soon as the Secretary-General of the League of Nations has received the ratifications or accessions on behalf of two Members of the League of Nations" (document C.A.S.98).

ad Article 9.

BRITISH EMPIRE.

"Ratifications or accessions received after the entry into force of the Treaty in accordance with Article 8 shall take effect as from the date of their receipt by the Secretary-General of the League of Nations" (document C.A.S.98).

DENMARK.

The first paragraph of Article 9 to read as follows: "The present Treaty shall enter into force for each contracting party as soon as it has deposited its ratification" (document C.A.S.86).

ad Article 10.

BRITISH EMPIRE.

"After the expiration of . . . years from the coming into force of the present Treaty in accordance with Article 8, it may be denounced by an instrument in writing deposited with the Secretary-General of the League of Nations. The denunciation shall take effect six months after its receipt by the Secretary-General and shall operate only as regards the Member of the League on whose behalf it has been deposited.

"The Secretary-General shall notify all the Members of the League of any denunciations received" (document C.A.S.98)

DENMARK.

This article should be suppressed and it should be implied that the obligations in the treaty which invest the Council of the League of Nations with a certain authority would of course be conditional upon the contracting parties still being Members of the League of Nations (document C.A.S.86).

Article 11.

The present Treaty shall be registered by the Secretary-General of the League of Nations on the date of its entry into force.

IN FAITH WHEREOF the above-mentioned plenipotentiaries have signed the present Treaty.

DONE at.
on.

NETHERLANDS.

Mention should perhaps be made in the treaty of the possibility of referring to the Permanent Court of International Justice any question of legal interpretation of the treaty, *i.e.*, disputes as to whether the particular case provided for by the treaty has arisen. In particular, there might be a divergence of views between the Council and the High Contracting Party as to whether the Council's recommendation really referred to the substance of the dispute. An advisory opinion from the Court invited by the Council or a decision on a legal point by the Court on the Council's request, could only strengthen the authority of the Council's decision. It should, however, be stipulated that the State must in the first place carry out the Council's recommendation (document C.A.S.90).

ad Article 11.

BRITISH EMPIRE.

" The present Treaty shall be registered by the Secretary-General of the League of Nations on the date of its entry into force.

" IN FAITH WHEREOF the above-mentioned plenipotentiaries have signed the present Treaty " (document C.A.S.98.)

General Observations.

NORWAY.

- (1) Certain modifications should be introduced in view of the Pact of Paris.
- (2) It might perhaps be made clear whether the obligations which States may have undertaken by other conventions to submit questions of interpretation to the Permanent Court of International Justice or to a Court of Arbitration should not apply to disputes concerning the interpretation of this general convention, in so far as its terms affect the authority of the Council of the League of Nations (document C.A.S.90).

PROPOSALS BY THE GERMAN DELEGATION.

Geneva, April 30th, 1930.

1. Insert after Article 2 the following new article :

“ Article 2bis.

“ Should a dispute become so acute that the commencement of hostilities is to be feared, the High Contracting Parties undertake to accept and carry out the recommendations made by the Council for the purpose of fixing (in order to avoid the danger of direct contact between the troops of the conflicting parties) on the territory of each of these parties a line of demarcation which must not be crossed by the land or air forces of the country in question.

“ As regards naval forces or air forces employed at sea, the High Contracting Parties undertake to take, on the recommendation of the Council, all steps they may deem necessary to ensure that these forces shall refrain from any act of hostility and any action likely to lead to acts of hostility on the part of the other party.”

2. Article 3 to be worded as follows :

“ Article 3.

“ In the event of hostilities of any kind having broken out, the High Contracting Parties undertake to accept and carry out the recommendations which the Council may make to them for the cessation of hostilities by fixing, in particular (in order to avoid the danger of direct contact between the troops of the conflicting parties), on the territory of each of the parties to the conflict, a line of demarcation, to within which the forces outside the line must be withdrawn and which may not be crossed by the land and air forces of the country in question.

“ As regards the naval forces and air forces employed at sea, paragraph 2 of Article 2bis shall apply.”

REPORT SUBMITTED BY HIS EXCELLENCY BARON
ROLIN JAEQUEMYS.

The Committee on Arbitration and Security was requested by the Assembly and the Council to consider whether it would be possible to prepare a draft General Convention on the lines of the model treaty to strengthen the means of preventing war ; this draft might be submitted to the Governments soon enough to enable them to state at the eleventh ordinary session of the Assembly whether they are prepared to accept it.

It is perhaps desirable to recall the fact that the question of strengthening the means of preventing war was examined by the Committee on Arbitration and Security at its second and third sessions on the basis of the suggestions submitted by the German delegation. It did not appear possible at that date to frame a draft General Convention, and the outcome of the Committee's examination was a model treaty, in regard to which the Assembly of 1928 expressed the hope that it might usefully serve as a basis for States desiring to conclude a treaty of this kind. The resolution of the Assembly of 1929 instructing the Committee to re-examine the question was the outcome of the British delegation's initiative in the matter.

At its fourth session, the Committee examined at considerable length the conditions under which it could best carry out the task entrusted to it by the last Assembly. This examination was based on the model treaty itself and on various observations and proposals transmitted to it by a number of Governments both before the opening of the session and during the discussion.

The lengthy exchange of views which took place in the Committee revealed the fact that the transformation of the model treaty into a General Convention raised a certain number of problems of great importance and of an extremely delicate nature. Certain delegations even doubted the desirability of converting the model into a General Convention.

As regards some of these problems, the Committee succeeded in reconciling the various points of view ; but in the case of others, and, in particular, the problem of the more or less compulsory character of the military measures recommended by the Council and that of supervision and sanctions, it was unable to make uniform proposals.

Owing to these difficulties, the Committee could only prepare a preliminary draft Convention, setting out the texts representing the two main tendencies in regard to Articles 2, 3 and 3bis. Each of these two texts was supported by a number of delegations ; other delegations made intermediate proposals, or abstained or made reservations.

Ad Preamble.

Certain delegations propose that the Preamble of the Convention should include a reference to the Paris Pact signed on August 27th, 1928. The Committee unanimously found that any action designed to strengthen the means of preventing war was necessarily in accordance with what was intended when the Paris Pact was drawn up and signed; but it did not think it desirable to include an explicit reference to this matter in the Preamble of a Convention which relates primarily to the pacificatory and conciliatory action of the Council of the League of Nations, more particularly since a number of States Members of the League have not yet acceded to the Paris Pact and, moreover, some of the Powers which signed the Pact are not Members of the League.

Ad Article 1.

The Committee decided to combine the provisions of Articles 1 and 2 of the model treaty into a single article. The High Contracting Parties thus agree to obey any recommendation of the Council designed to prevent the aggravation of the dispute. The Committee was anxious, however, to make it clear that the conservatory measures in question must relate to the actual subject of the dispute and must be of a non-military character. Military measures form the subject of Article 2 of the Convention.

It was proposed that the Committee should include in Article 1 a provision to the effect that the conservatory measures prescribed by the Council should have a limited duration — *e.g.*, three months. The Committee agreed that the measures contemplated in this article are of an essentially provisional character and must therefore be of limited duration. It did not, however, think it possible to lay down in the Convention itself a maximum period to be applicable in all contingencies which might arise, as these might take most varied forms. It must, therefore, be left to the Council to fix the duration in each individual case; moreover, the duration can always be prolonged if circumstances render it necessary.

The Committee's attention was further drawn to the fact that Article 1 might involve a duplication of powers if the Permanent Court of International Justice, an Arbitral Tribunal or a Conciliation Commission were asked to deal with a dispute and if, under an existing agreement between the High Contracting Parties concerned, those organs were empowered to order conservatory measures. The Committee desires to point out in this connection that Article 1 cannot come into play unless the dispute has been referred to the Council, and that the Convention is not intended to change in any way the conditions under which a dispute may be referred to the Council; these conditions are the outcome of the Covenant and cannot be limited by particular conventions. In most cases, the Council will very possibly find the conservatory measures ordered by the Court, by an Arbitral Tribunal or by a Conciliation Commission to be quite sufficient. The Council, however, must be allowed the right to contemplate other conservatory measures, in view of the different and essentially political character of its intervention.

Ad Article 2.

Two main currents of opinion were revealed in the Committee regarding the provisions to be included in this article.

Recalling the German suggestions to which the draft owes its origin and which involved very important preliminary undertakings, certain delegations expressed the view that, while they thought it impossible to assume indefinite obligations in advance, they nevertheless considered it essential, if real progress was to be made in regard to the present state of affairs, that the Convention should include limited but precise undertakings, the general powers as to recommendations conferred on the Council by Article 11 of the Covenant being in any case safeguarded. They would therefore have to be simple and clear measures, easy to supervise and such that, if violated, there would be no uncertainty as to the consequences.

The delegations in question further pointed out that, as it is a General Convention and not a model regional treaty, the measures in question would have to apply to all cases which might arise and must therefore relate, not only to land forces, but also to naval and air forces.

It is with a view to these considerations that the wording in the first column of Article 2 is drafted. It was proposed by the French delegation and supported by certain other delegations.

Further, a number of delegations, although prepared to accept the obligation to comply with all the recommendations of the Council for safeguarding peace which were not incompatible with the national security, expressed the fear that, if the measures which could be taken by the Council were enumerated, there might be a danger of weakening the general powers devolving upon the Council under Article 11 of the Covenant. If the Council were led to recommend measures not explicitly provided for in the Convention, the parties might, by appealing to the definite engagements contracted by them, refuse to apply such measures, and might thereby weaken the moral obligation incumbent upon them under Article 11 of the Covenant.

A few delegations therefore proposed the text given in the second column of Article 2. The choice of measures capable of diminishing the threat of war or ending it is left to the discretion of the Council. The parties' undertaking to comply therewith is absolute as regards the measures prescribing the withdrawal of forces having penetrated into the territory of another State or into a zone demilitarised in virtue of international treaties. As

regards the other measures, the parties cannot refuse to obey the Council unless they consider that the measures are incompatible with their national security. In such a case the parties must, however, at once inform the Council of the reasons for their refusal to comply with its recommendations.

One delegation also proposed that the parties might take the same attitude if they thought their case was one of legitimate self-defence. This suggestion, however, was not supported by other delegations.

The two texts proposed thus agree in providing that the measures to be prescribed by the Council for the withdrawal of forces having penetrated into the territory of another State or into a zone demilitarised in virtue of international treaties must be binding upon the parties in all circumstances.

The Committee also unanimously agree that, whatever the wording ultimately adopted for Article 2, the general powers held by the Council under Article 11 of the Covenant cannot be restricted or weakened by the Convention. Such is the object of Article 6.

Ad Article 3.

The question of the supervision of measures recommended by the Council depends largely upon the solution adopted for Article 2.

Proposal A is, in the opinion of the delegations which supported it, the necessary outcome of the new responsibility devolving upon the Council under Article 2. In all cases the Council will supervise the carrying out of the measures it prescribes.

Proposal B regarding Article 3 is connected with proposal B of Article 2. The High Contracting Parties agree to comply with any action on the part of the Council consisting in the dispatch to the spot of representatives to ensure the execution of the measures prescribed. It is for the Council to determine in what cases it will consider recourse to such supervision necessary.

Ad Article 3bis.

The delegations which proposed the texts appearing in the first column of Articles 2 and 3 considered it essential to specify in the Convention the consequences of a violation of the measures recommended by the Council; these consequences may, in certain particularly serious cases, involve an obligation on the part of the High Contracting Parties to consider the violation as a flagrant and unprovoked aggression and as a recourse to war within the meaning of Article 16 of the Covenant.

Other delegations considered that the proposed Convention must necessarily retain its preventive character and must therefore not contain any stipulation which would come within the province of Article 16 of the Covenant.

Ad Article 4.

The Committee was of opinion that the provisions regarding the Council's methods of voting should be extended, not only to Articles 2 and 3, but also to Article 1. If this stipulation were not extended to Article 1, that article would have little practical value, since the parties would retain the power to stop any useful action by the Council simply by voting against it.

One delegation proposed the addition to Article 4 of a provision whereby any juridical disputes which may arise between the Council and any of the High Contracting Parties should be referred for an advisory opinion to the Permanent Court of International Justice.

The Committee did not see its way to adopt this suggestion, as it might give rise to difficulties of a constitutional nature.

Ad Article 5.

This article lays down the principle of reciprocity. One Government proposed that the Committee should establish in this article that the provisions of the Convention should apply, not only between the High Contracting Parties themselves, but also between the High Contracting Parties and any States which, on the invitation of the Council, may have assumed the obligations of the Convention for a special case.

The Committee could not see its way to accept this suggestion. It did not consider it desirable to allow States to accept the obligations imposed by the Convention only for certain concrete cases. The formal clauses of the Convention, moreover, are so drafted as to make accession possible at any time, even after the Convention has come into force. Such accession, however, must be a general one — *i.e.*, must apply to all cases which may arise during the period of validity of the Convention.

Ad Articles 7 to 14 (Formal Clauses).

The text of the formal clauses (embodied in Articles 7 to 14) was prepared on the model of other general conventions recently approved.

The Committee could not see its way, however, in the present circumstances to decide how many ratifications or accessions would be required in order to bring the Convention into

force. As, however, it is a convention on security, the Committee thought it necessary to include in Article 11 a provision whereby each of the High Contracting Parties may, setting aside any other reservations, render the entry into force of the Convention, in so far as it itself is concerned, subject to ratification or accession by certain States named by it.

One delegation proposed the inclusion of a clause whereby the Convention could be signed by the delegates at the Assembly of the League of Nations. The Committee thought, however, that there was no need to include such a clause in the draft, as the Governments would be wholly free to give their delegates full powers in this respect; this, indeed, has already been done in several cases.

The Committee on Arbitration and Security, having thus acquitted itself, as far as possible, of the task entrusted to it by the Assembly's resolution, would suggest that the preliminary draft Convention, the Committee's report, and the Minutes, be communicated to the Members of the League for their information.

ANNEX VIII.

A.11.1930.VII. — *Extract.*
[C.A.S.110.]

PRELIMINARY DRAFT GENERAL CONVENTION TO STRENGTHEN
THE MEANS OF PREVENTING WAR.

[Names of the High Contracting Parties.]

Being sincerely desirous of developing mutual confidence by strengthening the means of preventing war,

Noting that for this purpose the task of the Council of the League of Nations in ensuring peace and conciliation might be facilitated by undertakings assumed voluntarily in advance by the States,

Have decided to conclude a convention and have for that purpose appointed as their plenipotentiaries :

[Designation of Plenipotentiaries.]

Who, having deposited their full powers found in good and due form, have agreed as follows :

Article 1.

The High Contracting Parties undertake, in the event of a dispute arising between them and being brought before the Council of the League of Nations, to accept and apply the conservatory measures of a non-military nature relating to the substance of the dispute which the Council, acting in accordance with the powers conferred on it by the Covenant of the League of Nations, may recommend with a view to preventing the aggravation of the dispute.

Article 2.

Proposal A.

In the cases mentioned in Article 11, paragraph 1, of the Covenant of the League of Nations, and without prejudice to the application of Article 16 of the Covenant, the High Contracting Parties undertake to comply with the measures which the Council may prescribe with a view to :

(a) The withdrawal of forces having penetrated into the territory of another State, or into a zone demilitarised in virtue of international treaties ;

(b) The withdrawal of naval forces beyond certain geographical limits which will be fixed by the Council for this purpose, the naval forces of the two parties, however, retaining full liberty of movement beyond those limits, and the prohibited zones allowing of the necessary communications being maintained between the various territories under the authority of each party ;

Proposal B.

If, in the event of a threat of war, the Council, acting in virtue of the provisions of Article 11 of the Covenant of the League of Nations, recommends the withdrawal of the forces of one of the High Contracting Parties having penetrated into the territory of another State or into a zone demilitarised in virtue of international treaties, the High Contracting Parties undertake to comply therewith without delay.

Each High Contracting Party also undertakes to conform to any other recommendation which the Council may make to it with a view to reducing the threat of war or to ending it in so far as it does not consider such recommendation incompatible with its national security ; in such a case, however, it shall at once inform the Council of the grounds for its refusal to comply with the recommendation.

(c) The prohibition of military or civil aircraft of the High Contracting Parties concerned to fly over frontiers on or near which the Council shall think fit to take such measure.

If, on the frontier concerned, there is no zone demilitarised in virtue of international treaties, the High Contracting Parties further undertake to comply with any other measures which the Council may prescribe to prevent contact between the land or air forces, provided this does not involve the withdrawal of these forces further back than the exterior limits of the defence organisations of any kind existing on the frontiers of the High Contracting Parties concerned at the time when the Council of the League takes these measures.

Article 3.

Proposal A.

As soon as they shall have been notified of the measures decided upon by the Council in application of Article 2, the High Contracting Parties concerned shall take all steps to ensure their execution without delay.

If, owing to special circumstances or to hostiles acts by the other party one of the High Contracting Parties thinks it necessary, it may inform the Council that it is postponing the total or partial execution of the prescribed measures until the arrival on the spot of the Commissioners instructed by the Council to supervise the execution of the measures which it has prescribed for the two parties.

The High Contracting Parties undertake to grant these Commissioners all facilities for the performance of their task, whether on land or on board their respective naval forces.

The rules to be followed for the composition and working of Commissions of Control shall be embodied in executive regulations which shall be prepared by the competent organs of the League of Nations, so as to enter into force at the same time as the present Convention

Proposal B.

If, in the cases provided for in Article 2 above and for the purpose of satisfying itself that the prescribed measures have been carried out, the Council of the League of Nations, decides to send representatives to the spot, the High Contracting Parties undertake to lend themselves to any action of the Council to this effect.

Article 3bis.

Proposal A.

If any violation of the measures defined in Article 2 is noted by the Commissioners mentioned in Article 3 and continues in spite of the Council's injunctions, the Council shall notify the measures to be taken to put an end to the said violation and the High Contracting Parties undertake to comply with the recommendations it may make to them on this matter.

Should one of the parties concerned be guilty of a deliberate and persistent violation of the prescribed measures and open or resume hostilities, without the Commissioners appointed by the Council finding the other party guilty of a similar violation of the Council's prescriptions, the High Contracting Parties shall consider the action so taken as a flagrant and unprovoked act of aggression and as a resort to war within the meaning of Article 16 of the Covenant. In such case they agree for their part to comply with the provision of the said article as against the offending State.

Article 4.

In the cases referred to in Articles 1, 2 and 3, the High Contracting Parties undertake to act in accordance with the recommendations of the Council, provided that they are concurred in by all the members other than the representatives of the parties to the dispute.

Article 5.

The provisions of the present Convention shall only apply as between the High Contracting Parties.

Article 6.

The present Convention may not be interpreted as restricting the task or the powers of the Council of the League of Nations as laid down in the Covenant.

Article 7.

The present Convention shall remain open until (date) for signature on behalf of any Member of the League of Nations or of any non-Member State to which the Council of the League of Nations has communicated a copy of the Convention for this purpose.

Article 8.

The present Convention is subject to ratification. Ratifications shall be deposited with the Secretariat of the League of Nations.

The Secretary-General shall give notice of the deposit of each ratification to the Members of the League of Nations and to the non-Member States mentioned in Article 7 indicating the date of its deposit.

Article 9.

As from (date) any Member of the League of Nations and any non-Member State mentioned in Article 7 on whose behalf the Convention has not been signed before that date may accede thereto.

Accession shall be effected by an instrument deposited with the Secretariat of the League of Nations. The Secretary-General of the League of Nations shall give notice of each accession to the Members of the League of Nations and to the non-Member States mentioned in Article 7, indicating the date of the deposit of the instrument.

Article 10.

A procès-verbal shall be drawn up by the Secretary-General of the League of Nations as soon as ratifications or accessions on behalf of Members of the League of Nations or non-Member States have been deposited.

A certified copy of this procès-verbal shall be sent by the Secretary-General of the League of Nations to each Member of the League of Nations and to each non-Member State mentioned in Article 7.

Article 11.

The present Convention shall enter into force on the day after the date of the procès-verbal mentioned in Article 10 as regards all Members of the League of Nations or non-Member States on whose behalf ratifications or accessions have been deposited on the date of the procès-verbal.

As regards any Member of the League or non-Member State on whose behalf a ratification or accession is subsequently deposited, the Convention shall enter into force on the day after the date of the deposit of a ratification or accession on its behalf.

Each of the High Contracting Parties shall have the right to inform the Secretary-General of the League of Nations at the moment of the deposit of his ratification or of the notification of his accession, to the exclusion of all other reservations, that he makes the entry into force of the Convention, in so far as he is concerned, conditional on ratification or accession on behalf of certain countries named by him.

Article 12.

The present Convention may be denounced after the expiration of years from its coming into force in accordance with Article 11.

Denunciation shall be effected by a notification in writing addressed to the Secretary-General of the League of Nations, who shall inform all Members of the League of Nations and the non-Member States mentioned in Article 7.

Each denunciation shall take effect after the receipt by the Secretary-General of the notification, but only as regards the Member of the League or non-Member State on whose behalf it has been notified.

Article 13.

The present Convention shall be registered by the Secretary-General of the League of Nations as soon as it has entered into force.

Article 14.

The French and English texts of the present Convention shall both be authoritative.

IN FAITH WHEREOF the above-mentioned Plenipotentiaries have signed the present Convention.

DONE at on the in a single copy, which shall be deposited in the archives of the Secretariat of the League of Nations and of which certified true copies shall be transmitted by the Secretary-General to all the Members of the League of Nations and to any non-Member State to which the Council of the League of Nations has communicated a copy of the present Convention in accordance with Article 7.

Financial Assistance.

ANNEX IX.

C.A.S.91.
[C.P.D.193.]

MEMORANDUM BY THE DANISH GOVERNMENT.

[*Translation.*]

The Danish Government has studied with great interest the proposal for a Convention for Financial Assistance to States Victims of Aggression, and desires to express its high appreciation of the initiative taken by the Finnish Government in the matter. The idea of creating a feeling of security not based on military armaments has the entire sympathy of the Danish Government, but it cannot be denied that the proposed scheme gives rise to certain misgivings.

The League Covenant is based on the idea that in the event of a violation of the Covenant the Council will take any action that may be deemed wise and effectual to safeguard the peace. It is difficult to foresee under what circumstances a violation may occur and what rules will be most appropriate to the particular case. The Danish Government therefore feels that there is a tendency to exaggerate the importance of framing rules in advance to apply to breaches of the Covenant; on the other hand, it does not underestimate the importance of investigating what means can be used in such a case.

In serious conflicts the proposed Convention will be of little practical value, but in less dangerous disputes it may possibly have some utility. Nevertheless, the Danish Government cannot be expected to agree to enter into any engagements in excess of those already embodied in the Covenant until a reduction of armaments has taken place. Denmark cannot therefore adhere to this scheme, unless the entry into force of this Convention is made subject to the adoption and entry into force of the General Convention for the Reduction and Limitation of Armaments.

From the point of view of principle, the Danish Government feels some doubt as to the utility of affording financial assistance in the case of a threat of war. Apart from the difficulty of deciding which is the threatened State, the Council, in pronouncing upon that point, will not have that complete impartiality which is desirable in a mediator between States. If, on the other hand, the Council defers rendering financial assistance until it had attempted mediation, it is highly probable that the assistance will lose much of its value. The Danish Government is, however, prepared to agree to the granting of financial assistance to a State threatened with aggression on condition that, before such assistance is granted, the Council shall have tried every appropriate means to bring the dispute to an end through mediation or in any other way. A further condition in every case where there is any question of granting financial assistance — whether there is an actual aggression or merely a threat of aggression — must be that the State concerned shall have bound itself in advance to accept and carry out such provisional measures as the Council may decide upon with the object of preventing any aggravation of the situation or restoring peace, and to accept the Council's mediation, judicial decision or arbitration.

Further, some anxiety is felt at the fact that a departure is made from the principle laid down in Article 4 of the Covenant, in that, according to the proposal under consideration, the Council will be able to reach a decision and impose financial obligations on the individual Members of the League without those States that are not Members of the Council having any opportunity of participating in the Council's deliberations and decisions.

Lastly, the Danish Government considers it desirable that it should be laid down in the Convention that the Council's decision to guarantee a loan in any particular case shall be conditional upon the State concerned having ratified or acceded to the General Disarmament Convention.

ANNEX X.

C.A.S.99.

MEMORANDUM BY THE BRITISH GOVERNMENT

Foreign Office, London, S.W.1., April 25th, 1930.

I am directed by Mr. Secretary Henderson to inform you that His Majesty's Government in the United Kingdom of Great Britain and Northern Ireland have had under consideration the draft Convention for Financial Assistance, as presented to the Assembly in September last by the Financial Committee of the League of Nations, which is shortly to be examined by the Committee on Arbitration and Security, in co-operation with the Financial Committee, in order that a final text may be drawn up to be submitted for the approval, either of a special conference, or at the latest, for that of the next Assembly. His Majesty's Government are prepared generally to accept that draft, subject to certain modifications, of which the principal are explained below.

2. His Majesty's Government are of opinion that Article 1 of the draft Convention should be amended to read as follows :

“ IN CASE OF WAR.

“(a) If a State, in violation of its international obligations, resorts to war against a High Contracting Party, the Council, seized in virtue of the Covenant, and at the request of that party, may decide that the financial assistance provided for in the present Convention shall be accorded to the said contracting party.

“ THREAT OF WAR.

“(b) If the Council, in pursuit of its duty under the Covenant, shall, in any international dispute likely to lead to war, have decided to take action to safeguard peace, then, if either of the parties to the dispute shall refuse or neglect to comply with directions given by the Council in furtherance of such decision, the Council may accord financial assistance to the other party.

“Before granting financial assistance, the Council shall try to use all appropriate measures to stop the conflict by mediation or other means.

“ PEACE-KEEPING MEASURES.

“(c) The financial assistance referred to in paragraphs (a) and (b) of the present article shall only be granted by the Council if the State involved :

“(1) Accepts and applies the provisional recommendations which may be made by the Council with a view to preventing the aggravation of the situation or to the re-establishment of peace ; and

“(2) Accepts the Council's mediation or the arbitral or judicial settlement of the disputes.

“ REFUSAL OF SUPPORT.

“(d) Without prejudice to the obligations arising from Article 16 of the Covenant, the High Contracting Parties undertake to give no help, direct or indirect, to any Powers that may be involved in hostilities against a High Contracting Party to which the financial assistance provided for in the present Convention has been accorded in connection with the said hostilities or with the dispute out of which they arose.”

3. His Majesty's Government also consider that an article, similar to that set out below, should be added to the draft Convention :

“ CONNECTION WITH DISARMAMENT.

“The present Convention shall not come into force until a general Disarmament Convention, in accordance with Article 8 of the League Covenant, has been brought into operation. The present Convention shall cease to have effect as soon as the general Convention ceases to be operative.

“ It is also to be a condition that no country which is not a party to such Disarmament Convention or which shall fail to carry out its obligations of such a Convention, shall be entitled to the benefits under the present Convention.”

4. Mr. Henderson would be glad if the views of His Majesty's Government could be made known, in due course, to the members of the Committee on Arbitration and Security, in order that, by this means, time may be saved proportionately in the discussions of the Committee.

(Signed) C. HOWARD SMITH.

ANNEX XI.

C.A.S.102.

PROPOSAL BY THE FINNISH DELEGATION

Geneva, April 30th, 1930.

Article 1.

If a State, in violation of its international obligations, resorts to war against a State which is a party to the present Convention, the Council, at the request of that party, should decide that the financial assistance provided for in the present Convention shall be accorded to it. The financial assistance may be made subject to the condition that the said State shall undertake for its part to accept a judicial settlement of the dispute.

In the event of an imminent danger of rupture, the Council may accord financial assistance to a State which has applied to the Council for this purpose, if the circumstances show that the applicant State is obviously threatened by another State, and on condition that the applicant State undertakes to accept the Council's mediation or the judicial or arbitral settlement of the dispute.

If the Council, in pursuit of its duty under the Covenant and acting within the limits of the rights it derives either from the Covenant or from general or special conventions applicable to the case, shall, in any international dispute likely to lead to a rupture, have taken action to prevent the aggravation of the situation and to safeguard peace, and if either of the parties obstructs the Council's measures, the Council may declare that it will accord the financial assistance to the other contracting party to the present Convention. The financial assistance, however, may be made subject to the condition that the State to which it is accorded shall give a previous undertaking to accept the peaceful settlement of the dispute or the putting into execution of any provisional recommendations which the Council may make with a view to safeguarding peace.

Additional Article to Article 1.

Without prejudice to the obligations arising from Article 16 of the Covenant, the High Contracting Parties undertake to give no help, direct or indirect, to any Powers that may be involved in hostilities against a High Contracting Party to which the financial assistance provided for by the present Convention has been accorded.

ANNEX XII.

A.15.1930.VII. — *Extract.*

[C.P.D.190.]

[C.A.S.88 and Addenda.]

SYNOPTIC TABLE OF THE TEXTS AND SUGGESTIONS SUBMITTED IN REGARD TO THE DRAFT CONVENTION ON FINANCIAL ASSISTANCE

CONTAINING THE PRELIMINARY DRAFT SUBMITTED TO THE TENTH ASSEMBLY, THE SUGGESTIONS MADE IN THE THIRD COMMITTEE OF THE TENTH ASSEMBLY, THE PROPOSALS AND OBSERVATIONS OF THE FINANCIAL COMMITTEE AT ITS THIRTY-SEVENTH SESSION, AND THE SUGGESTIONS SUBMITTED BY GOVERNMENTS TO THE COMMITTEE ON ARBITRATION AND SECURITY AT ITS FOURTH SESSION.

Note by the Secretariat.

The draft Convention on Financial Assistance has already appeared on the agenda of the Committee on Arbitration and Security, at its second and third sessions, in accordance with a resolution adopted by the Eighth Assembly (document C.P.D.94).

After examination of the said draft, the Committee on Arbitration and Security expressed a desire that the Ninth Assembly should give its opinion on certain questions of principle (document C.354.M.109.1928.IX).

The Ninth Assembly gave its directions (document C.P.D.133), in accordance with which a new draft was prepared by the Financial Committee and submitted to the Tenth Assembly (document A.10.1929.II).

The Tenth Assembly had this draft examined by the Third Committee and thereafter adopted the following resolution (document A.69.1929.IX):

“ The Assembly:

“ Having examined the draft Convention on Financial Assistance drawn up by the Financial Committee;

“ Noting that the determination of the cases in which this assistance could or should be granted is in close relation with the general problem of the definition of the aggressor and with that of the means of preventing war and that the connection between financial assistance and the reduction and limitation of armaments has been recognised and should be thoroughly examined;

“ Taking into consideration the various amendments which have been submitted, several of which necessitate adjustment in the technical machinery of the plan of assistance, whereas others are of a political character:

“ Requests the Council to take steps to ensure the early establishment of a complete text capable of being submitted to States for signature at the earliest possible date.

“ It accordingly suggests that the Council should instruct the Committee on Arbitration and Security to draw up this text in co-operation with the Financial Committee. The text would, after it had been communicated to the Governments, be submitted for the approval either of a special conference or at the latest for that of the next Assembly. ”

The Council gave effect to this resolution by its decision of September 24th, 1929 (P.V.3, Fifty-seventh Session of the Council).

In accordance with the instructions it had received, the Financial Committee, during its thirty-seventh session, discussed the draft Convention in the light of the observations made in the Third Committee of the last Assembly. It submitted its conclusions in the report reproduced in document C.A.S.87.

With a view to ensuring practical co-operation with the Committee on Arbitration and Security, as provided for by the Council and the Assembly, the Committee appointed M. de Chalendar, M. Janssen, M. Pospisil and Sir Henry Strakosch to assist in drafting the text which the Committee on Arbitration and Security is to prepare.

The annexed synoptic table, which was prepared by the Secretariat, gives the draft Convention submitted to the Tenth Assembly, the suggestions made in the Third Committee, the proposals and observations made by the Financial Committee at its thirty-seventh session, and the suggestions submitted by Governments to the Committee on Arbitration and Security at its Fourth Session.

Text submitted to the Tenth Assembly	Third Committee of the Tenth Assembly.	Financial Committee
<p style="text-align: center;">DRAFT CONVENTION ON FINANCIAL ASSISTANCE.</p> <p style="text-align: center;">PREAMBLE.</p> <p style="text-align: center;">.....</p> <p style="text-align: center;">(Heads of States.)</p> <p>Recognising the importance of creating a system of financial assistance to be given in the event of war or threat of war with a view to restoring or safeguarding the peace of nations; Considering that this object may best be achieved by means of an international convention; Have appointed as their plenipotentiaries for this purpose:</p> <p>Who, having communicated their full powers, found in good and due form, have agreed as follows:</p>		

Text drawn up by the Sub-Committee:

"In order to safeguard the peace of nations in conformity with the aims of the Covenant, it is agreed:

"(a) If a State, in violation of its international obligations, resorts to war against a High Contracting Party, the Council, seized in virtue of the Covenant and at the request of that Party, should decide that the financial assistance provided for in the present Convention shall be accorded to the said Contracting Party."

Amendment submitted by the French delegation to the proposal of the Sub-Committee:

The French delegation requests that the words "the Council should" be replaced by the words "it shall be the duty of the Council to".

Article 1.

The financial assistance provided for by the present Convention shall be given in any case of war or threat of war in which the Council of the League of Nations, seized in virtue of the Covenant, decides that, as a measure to restore or safeguard the peace of nations in accordance with the objects of the Covenant, such assistance shall be accorded to a High Contracting Party involved in the war or threat of war.

Proposal by the British delegation (supported by the Finnish delegation, among others):

"(b) If the Council, in pursuit of its duty under the Covenant, shall, in any international dispute likely to lead to war, have taken action to safeguard peace, then, if either of the parties to the dispute shall refuse or neglect to comply with any directions given by the Council in furtherance of such action, the Council may accord financial assistance to the other party."

Proposal by the French delegation:

"(b) Further, if two or more States have undertaken under conditions to be defined by a Convention on the means of preventing war, or undertake before the Council to carry out the measures recommended by the Council in order to prevent or arrest hostilities between them, the Council may declare that it will accord financial assistance to those of the States in question, being parties to the present Convention, to whose detriment the said measures have been infringed."

Additional proposal to the British and French proposals submitted by the British, Danish and Swedish delegations for addition to the end of the above paragraph:

"However, before granting financial assistance, the Council shall try to use all appropriate measures to stop the conflict by mediation or other means."

Last paragraph proposed by the Sub-Committee:

"(c) The financial assistance referred to in paragraph (b) of the present article shall only be granted by the Council subject to the previous undertaking of the State involved:

"(1) To accept and apply the provisional recommendations which may be made by the Council with a view to preventing the aggravation of the situation or to the re-establishment of peace, and

"(2) To accept the Council's mediation or the arbitral or judicial settlement of the dispute."

CASE OF WAR.

Amendment submitted by the German and Italian delegations to the proposal of the Sub-Committee:

The words "the Council should decide" should be replaced by the words "the Council may decide".

Reservation made by the Danish and Swedish delegations:

The Danish and Swedish delegations accept the wording proposed by the majority of the Sub-Committee only on condition that the following stipulation, proposed by the Sub-Committee for the case of a threat of war, is also applied to the case of war:

"The financial assistance referred to in paragraph (b) of the present article shall only be granted by the Council subject to the previous undertaking of the State involved:

"(1) To accept and apply the provisional recommendations which may be made by the Council with a view to preventing the aggravation of the situation or to the re-establishment of peace; and

"(2) To accept the Council's mediation or the arbitral or judicial settlement of the dispute."

Text suggested by the British Government:

"(a) If a State, in violation of its international obligations, resorts to war against a High Contracting Party, the Council, seized in virtue of the Covenant, and at the request of that Party, may decide that the financial assistance provided for in the present Convention shall be accorded to the said Contracting Party.

"(b) The financial assistance referred to in paragraphs (a) and (b) of the present Article shall only be granted by the Council if the State involved:

"(1) Accepts and applies the provisional recommendations which may be made by the Council with a view to preventing the aggravation of the situation or to the re-establishment of peace; and

"(2) Accepts the Council's mediation or the arbitral or judicial settlement of the disputes."

Text proposed by the Finnish Government:

"If a State, in violation of its international obligations, resorts to war against a State which is a party to the present Convention, the Council, at the request of that party, should decide that the financial assistance provided for in the present Convention shall be accorded to it. The financial assistance may be made subject to the condition that the said State shall undertake for its part to accept a judicial settlement of the dispute."

CASE OF THREAT OF WAR.

Proposal by the German and Italian delegations:

"(b) If in a crisis the Council considers that there is a danger of war, it may notify the two parties to the dispute that financial assistance will be granted to the State against which one of the parties to the dispute goes to war. The Council may add this notice to the recommendations that it may make in virtue of Article 11 of the Covenant."

Observations.

The Danish and Swedish delegations, referring to the reservation made on the wording proposed by the majority of the Sub-Committee in case of war, desire the words "referred to in paragraphs (a) and (b)".

The French delegation makes its approval of Section (1) of this paragraph subject to the final drafting of the second paragraph (paragraph (b)).

The Financial Committee made the following observations:

(a) The actual mechanism of the scheme is consistent with application in time of war, or the time that precedes war, or both.

(b) If the scheme is available before a crisis has developed into war, it is, of course, an additional resource in the hands of the Council in its efforts to prevent actual war being resorted to. To the extent to which the possession of this extra resource is likely to reduce the risk of the obligation of Member States to apply sanctions which would entail great loss of unknown extent becoming effective, potential guarantors have an additional inducement to accept the definitely limited responsibility prescribed in the scheme. It would be outside the competence of the Financial Committee (and the views of individual members might differ) to attempt to estimate the extent to which the availability of financial assistance in time of crisis will reduce the risks of actual war, but the Committee considers that it ought to point out that this is a factor which needs to be borne in mind.

(c) It is necessary also to point out that the conditions affecting the issue of a loan will be different when there is a crisis which has not developed into actual war (and when the general economic life of the world has not been also disturbed by the application of sanctions) from those which would exist when the stage of both war and sanctions had been reached.

It is true of course that, if the Council were to authorise the issue of a loan on behalf of one State at a stage or under conditions which left potential subscribers uncertain as to whether Member States would not be ranged on the side of the other disputant at a later stage of the conflict, this uncertainty might itself adversely affect the issue.

If, on the other hand, it may be assumed that the Council, acting as it will be by unanimity (apart from the disputants), would not authorise an issue in such circumstances, the conditions for the issue of the loan in a time of crisis would be more favourable than if actual hostilities and sanctions were either or both in operation.

Here, again, it is obviously not for the Committee to express any opinion on the way in which the Council would, in the event, use the new instrument entrusted to it. But it has thought it right to make the above comments as to the considerations relevant to the conditions of issue.

(d) As the outbreak of actual war may be averted after the issue of a guaranteed loan, and as in that case it might not be necessary or desirable for the State in question to have the free disposal of the whole proceeds of the loan, the Financial Committee desires to state that it would be quite practicable, from a technical point of view, to provide that the proceeds of the loan should be placed under the control of the Council, who could release it by instalments and insert such conditions and precautions as may seem desirable.

Incidentally, such a provision for control and conditional release might perhaps enable the Council to safeguard against some of the dangers which it is observed some delegates felt might be involved in the unconditional supply of considerable financial resources to one of the disputants at a preliminary stage of a conflict.

Observation by the Danish Government:

From the point of view of principle, the Danish Government feels some doubt as to the utility of affording financial assistance in the case of a threat of war.

The Danish Government is, however, prepared to agree to the granting of financial assistance to a State threatened with aggression on condition that, before such assistance is granted, the Council shall have tried every appropriate means to bring the dispute to an end through mediation or in any other way. A further condition in every case where there is any question of granting financial assistance — whether there is an actual aggression or merely a threat of aggression — must be that the State concerned shall have bound itself in advance to accept and carry out such provisional measures as the Council may decide upon with the object of preventing any aggravation of the situation or restoring peace, and to accept the Council's mediation, judicial decision or arbitration.

Text suggested by the British Government:

"(b) If the Council, in pursuit of its duty under the Covenant, shall, in any international dispute likely to lead to war, have decided to take action to safeguard peace, then, if either of the parties to the dispute shall refuse or neglect to comply with directions given by the Council in furtherance of such decision, the Council may accord financial assistance to the other party.

"Before granting financial assistance, the Council shall try to use all appropriate measures to stop the conflict by mediation or other means.

"(c) The financial assistance referred to in paragraphs . . . and (b) of the present Article shall only be granted by the Council if the State involved:

"(1) Accepts and applies the provisional recommendations which may be made by the Council with a view to preventing the aggravation of the situation or to the re-establishment of peace; and

"(2) Accepts the Council's mediation or the arbitral or judicial settlement of the disputes."

Text proposed by the Finnish Government:

"In the event of an imminent danger of rupture, the Council may accord financial assistance to a State which has applied to the Council for this purpose, if the circumstances show that the applicant State is obviously threatened by another State, and on condition that the applicant State undertakes to accept the Council's mediation or the judicial or arbitral settlement of the dispute.

"If the Council, in pursuit of its duty under the Covenant and acting within the limits of the rights it derives either from the Covenant or from general or special conventions applicable to the case, shall, in any international dispute likely to lead to a rupture, have taken action to prevent the aggravation of the situation and to safeguard peace, and if either of the parties obstructs the Council's measures, the Council may declare that it will accord the financial assistance to the other Contracting Party to the present Convention. The financial assistance, however, may be made subject to the condition that the State to which it is accorded shall give a previous undertaking to accept the peaceful settlement of the dispute or the putting into execution of any provisional recommendations which the Council may make with a view to safeguarding peace."

Text submitted to the Tenth Assembly.

Article 2.

The financial assistance of the High Contracting Parties shall take the form of ordinary guarantees and special guarantees covering, as below provided, the service of loans (which term shall include short-term credits) contracted in accordance with the present Convention.

Article 3.

For the purposes of the present Convention, the service of a loan comprises the sums payable in each year for interest and amortisation, under the terms of the loan contracts.

Article 4.

No loan contracted under the present Convention shall be for a period exceeding thirty years. In order to facilitate, so soon as circumstances permit, the discharge of the ordinary guarantor and special guarantor Governments from their obligations in regard to the loan, a Government contracting a loan under this Convention shall, if possible, reserve the right to repay it before the end of its full period of maturity.

ORDINARY GUARANTEES.

Article 5.

Each High Contracting Party hereby undertakes and recognises that the Governments of the territories for which he becomes a party to the present Convention severally guarantee as ordinary guarantors, to the extent and in the manner set out in the following articles, the due payment of the annual service of the loans which are contracted in accordance with the Convention. The said ordinary guarantees attach to each loan in virtue of the present Convention from the moment at which the loan is authorised, without any further action or consent on the part of the guarantor Government.

[bis to 5.

Third Committee of the Tenth Assembly.	Financial Committee	Observations by the Governments.
<p><i>Additional Article to Article 1.</i></p> <p><i>Proposal by the French delegation, supported by the Spanish, Finnish and Netherlands delegations, to add the following article to the Convention:</i></p> <p>“ Without prejudice to the obligations arising from Article 16 of the Covenant, the High Contracting Parties undertake to give no help, direct or indirect, to any Powers that may be involved in hostilities against a High Contracting Party to which the financial assistance provided for by the present Convention has been accorded. ”</p>	<p><i>Additional Article to Article 1.</i></p> <p>The Financial Committee considers that, from a financial point of view, a clause of this kind is desirable and that it logically follows from the main intention of the Convention.</p>	<p><i>Ad additional Article to Article 1.</i></p> <p>The Finnish Government proposes the text submitted by the French delegation to the Tenth Assembly, which is shown opposite.</p> <p><i>Text proposed by the British Government:</i></p> <p>“ Without prejudice to the obligations arising from Article 16 of the Covenant, the High Contracting Parties undertake to give no help, direct or indirect, to any Powers that may be involved in hostilities against a High Contracting Party to which the financial assistance provided for in the present Convention has been accorded in connection with the said hostilities or with the dispute out of which they arose. ”</p>

Text submitted to the Tenth Assembly.

Article 6.

1. Subject to the provisions of Article 18 regarding payment of interest in the event of default, the annual liability which can fall to the charge of any Government in the capacity of an ordinary guarantor, in respect of all the loans contracted in accordance with the present Convention, is limited to a maximum. This maximum shall be a sum bearing the same proportion to million gold francs as the contribution to the League's expenses payable by the Government, under the scale of allocation applicable on the date of the entry into force of this Convention, bears to the total contributions due from all the Members of the League.

2. The Council shall, as soon as possible, notify to the various Governments the maximum annual liabilities which result for them from the provisions of paragraph 1.

cle 6.

Third Committee of the Tenth Assembly.

Financial Committee.

Ad Article 6.

Paragraph 1. — Date of Scale of Allocation.

It was suggested in the Third Committee of the Assembly that the liabilities of the guarantor Governments in respect to a particular loan ought to be apportioned on the basis of the shares of the League expenditure which they bear at the date of authorisation of the loan.

Case of a State becoming a Member of the League of Nations and a Party to the Convention after the latter has entered into force.

It is a defect, as was pointed out in the Third Committee of the Assembly, that provision is not made for the case of a State becoming both a Member of the League and a party to the Convention after the latter has entered into force.

Ad Article 6.

Paragraph 1. — Date of Scale of Allocation.

The Committee thinks that this idea is irreconcilable with the view taken that the Governments will desire to know the extent of their maximum possible liabilities as soon as possible, preferably before they become parties to the Convention.

The Financial Committee thinks it desirable, however, to adopt a basis, not the scale of allocation applicable on the date of the entry into force of the Convention, but the scale applicable on an earlier date, for instance, on January 1st, 1930, and to draft the paragraph as follows:

“Subject to the provisions of Article 18 regarding payment of interest in the event of default, the annual liability which can fall to the charge of any Government in the capacity of an ordinary guarantor, in respect of all the loans contracted in accordance with the present Convention, is limited to a maximum. This maximum shall be a sum bearing the same proportion to 100 million gold francs as the contribution to the League's expenses payable by the Government, under the scale of allocation applicable on January 1st, 1930, bears to the total contributions due from all the Members of the League.”

Case of a State becoming a Member of the League of Nations and a Party to the Convention after the latter has entered into force.

The Financial Committee pointed out that this lacuna exists both in Article 6 and in Article 9. It proposes to add to Article 6, paragraph 1, a sentence worded as follows:

“In the case of a Government which was not liable to contribute to the League's expenses under the scale mentioned in the preceding sentence, the scale of allocation applicable on the date on which it became bound by the obligations of the present Convention shall be substituted for the said scale.”

Amount to be inserted.

The Financial Committee points out that the fixing of the maximum sum to be inserted in Article 6 is a task which must, in the last resort, be reserved to the Conference of Government representatives which will finally adopt the Convention. As, however, the Council and the Assembly have asked that a *complete* text of a Convention should be elaborated, this point has also to be covered.

After a considerable further examination of the question, the Financial Committee has decided to propose the insertion of a sum of 100 million gold francs.

Text submitted to the Tenth Assembly.

SPECIAL GUARANTEES.

Article 7.

Subject to the provisions of Article 10, a High Contracting Party may accept the obligations of a special guarantor in respect of the Government of any of his territories. Such Government is thereby constituted a special guarantor, and the guarantee which it accords to loans to be contracted in accordance with the present Convention shall be a special guarantee within the meaning of the present Convention, without any further action or consent on the part of the Government.

Article 8.

The special guarantees are created for the purpose of strengthening the security on which a loan contracted in accordance with the present Convention is issued by ensuring that the service of such loan shall be guaranteed for its full amount, not merely by all the guaranteeing Governments as ordinary guarantors, but also by a small number of Governments which, as special guarantors, will bear, within the limits of their special guarantees, the risk of any delay in the payment of the amounts due from any of the other Governments as ordinary guarantors. The amount covered by each special guarantee accordingly includes the amount of the Government's liability as an ordinary guarantor together with an additional amount, and it is determined, as provided below, in such manner that the total of the additional amounts thus guaranteed by the special guarantor Governments will equal the total amount guaranteed by the Governments which are ordinary guarantors only. In the event of a default by the borrowing Government on the service of the loan, the total amount covered by a special guarantee is payable in full, but the sum paid by a special guarantor Government in excess of its liability as an ordinary guarantor is reimbursable, after the service has been met, out of the balance of the amounts collected from the guaranteeing Governments.

Article 9.

1. Subject to the provisions of Article 18 regarding the payment of interest in the event of default, the annual liability which may fall to the charge of any special guarantor Government in respect of all the loans contracted in accordance with the present Convention is limited to a maximum which includes the Government's obligation as an ordinary guarantor and the additional amount covered by its special guarantee. This maximum shall be determined by dividing the sum total of the maximum obligations of all the Governments, as ordinary guarantors, among the special guarantor Governments in proportion to the contributions due from them to the expenses of the League of Nations under the scale of allocation applicable on the date of entry into force of the present Convention.

2. The said maximum liabilities of the special guarantor Governments shall be notified to them by the Council of the League of Nations as soon as possible. They shall be revised by the Council, in the event of any change in the number of Governments which are ordinary guarantors or of those which are special guarantors, as soon as possible after such change has occurred.

Article 10.

The following Governments may be special guarantors under the present Convention:

- (a) The Governments of permanent Members of the Council of the League of Nations;
- (b) The Governments of other Members of the League which are unanimously invited to become special guarantors by those Governments which themselves are special guarantors. Such invitation may be given either before or after the entry into force of the Convention.

Acceptance of the obligations of a special guarantor may be intimated at the moment of signature or at that of ratification or at the moment of accession to the Convention, or subsequently by a declaration in writing deposited with the Secretary-General of the League of Nations, who shall notify such acceptance to all the Members of the League.

Article 11.

The Secretary-General of the League of Nations shall send to the Trustees provided for in Article 12 a certified true copy of each notification of its maximum liability made to a Government in execution of Article 6 or Article 9.

7 to 11.

Third Committee of the Tenth Assembly.

Financial Committee.

Ad Article 9.

Paragraph 1. — Case of a State becoming a Member of the League of Nations and a Party to the Convention after the latter has entered into force.

It is a defect, as was pointed out in the Third Committee of the Assembly, that provision is not made for the case of a State becoming both a Member of the League and a party to the Convention after the latter has entered into force.

Ad Article 9.

Paragraph 1. — Case of a State becoming a Member of the League of Nations and a Party to the Convention after the latter has entered into force.

The Financial Committee proposes that the last sentence of Article 9, paragraph 1, should be modified and should read as follows:

“ This maximum shall be determined by dividing the sum total of the maximum obligations of all the Governments, as ordinary guarantors, among the special guarantor Governments in proportion to their respective maximum obligations as ordinary guarantors.”

Text submitted to the Tenth Assembly.

TRUSTEES.

Article 12.

1. Upon the entry into force of the present Convention, the Council of the League of Nations shall appoint five persons to act as Trustees of loans contracted in accordance with the Convention. The Trustees shall be nationals of the Swiss Confederation and habitually resident in Switzerland.

2. (a) The Trustees shall be appointed for periods of five years. At the end of their term of office, they may be reappointed for the like or any less period. A Trustee may at any time resign on giving three months' previous notice in writing to the Council of the League of Nations.

(b) The Council of the League of Nations may at any time remove a Trustee.

(c) In the event of a vacancy occurring for any reason in the office of Trustee, the Council of the League of Nations shall without delay appoint another Trustee. If, in his opinion, it is necessary to do so, the Acting President of the Council may appoint a person to act until the vacancy is filled by the Council.

3. (1) The Trustees shall appoint from their number a Chairman and Deputy-Chairman and draw up their rules of procedure subject to the provisions of the present Convention. Except in the case mentioned in Article 15, paragraph 1, meetings shall be convened by the Chairman, or, if he is unable to act, by the Deputy-Chairman.

(2) Three Trustees shall constitute a quorum. All decisions may be taken by a majority; in case of equality of votes, the presiding Trustee shall have a casting vote.

(3) The Secretary-General of the League of Nations shall be entitled to be present or be represented at all meetings of the Trustees.

(4) The expenses incurred by the Trustees in executing their functions in connection with any loan and such honoraria for the performance of those functions as may be fixed by the Council of the League of Nations shall be paid by the borrowing Government.

(5) The Council of the League of Nations may advance to the Trustees the amounts referred to in paragraph (4); any sum so advanced shall be repaid to the League by the borrowing Government.

(6) No Trustee shall incur any personal liability in the execution of his functions as Trustee, except for a breach of his duties knowingly and intentionally committed by him.

(7) The Trustees shall report annually to the Council of the League of Nations upon the execution of their functions as Trustees of each loan contracted in accordance with the present Convention; they shall be entitled at any time to bring to the attention of the Council any difficulties experienced by them in performing such functions.

AUTHORISATION OF LOANS.

Article 13.

1. Where the Council of the League of Nations decides, in virtue of Article 1, that a High Contracting Party shall receive financial assistance under the present Convention, it shall authorise the Government of such High Contracting Party to issue a loan enjoying the ordinary guarantees and the special guarantees resulting from the Convention. The Governments of those High Contracting Parties whom the Council declares to be involved in the war or threat of war shall be excluded from being guarantors. The Council may exclude the ordinary guarantee or special guarantee of any Government if, in its opinion, it would not be desirable that such ordinary guarantee or special guarantee should attach to the loan.

12 and 13.

Third Committee of the Tenth Assembly.

Financial Committee.

Ad Article 12.

Ad Article 12.

Paragraph 2 (b). — Removal of Trustees.

The suggestion has been made in the Third Committee that it might be desirable to require the unanimity of the Council for the dismissal of a Trustee.

Paragraph 2 (b). — Removal of Trustees.

The Financial Committee considers that it is desirable to retain the original text.

Paragraph 6. — Liability of Trustees.

Certain criticisms were made in the Third Committee of the formula proposed in paragraph 6 with regard to the liability of the Trustees.

Paragraph 6. — Liability of Trustees.

The Financial Committee considers that it is desirable to retain the original text.

A Body Corporate to undertake the Trust.

A suggestion was made by the Third Committee that the Council should be empowered to appoint a body corporate to perform the functions of the Trustees.

A Body Corporate to undertake the Trust.

The Financial Committee is of opinion that this suggestion would not be an improvement, and that the principle of appointing persons and not bodies or institutions as Trustees should be maintained.

Ad Article 13.

Concordance with Article 1.

The French delegation proposed to substitute the word "recognises" for the word "decides".

Ad Article 13.

Definition of Government.

The Swedish delegation proposed in the Third Committee to draft a passage in paragraph 1 as follows: ". . . authorise the Government or other competent authority of such High Contracting Party . . .", etc.

Definition of Government.

The Financial Committee is of opinion that it would be sufficient if the Swedish representative, at the time of the conclusion of the Convention, made a statement on this point, to be noted and accepted by the representatives of the other Governments.

States to be excluded from the Guarantee.

The French delegation proposed to substitute for the last two sentences of paragraph 1 a single sentence reading as follows:

"The Council may exclude the ordinary guarantee or special guarantee of the Government of a High Contracting Party if, in its opinion, it would not be desirable in the interest of the success of the loan that such ordinary guarantee or special guarantee should attach to the loan."

States to be excluded from the Guarantee.

The Financial Committee proposes to read:

"The Council may exclude the ordinary guarantee or special guarantee of any Government, if, in its opinion, it would not be desirable in the interest of the success of the loan that such ordinary guarantee or special guarantee should attach to the loan."

Text submitted to the Tenth Assembly.

2. (a) The maximum sum to which the service of the loan may amount in each year shall be fixed by the Council. The sum fixed by the Council shall be expressed in gold francs as defined in Article 24, and, for the purpose of determining the sum to which the service may amount in the currencies in which the loan is actually contracted, those currencies shall be treated as being at the moment of signature of the loan contracts on the legal parity with gold.

(b) The annual sum fixed for the service of the loan in any year shall not exceed the amount which can be covered by special as well as by ordinary guarantees without imposing on any Government a liability in excess of the maximum fixed by the present Convention.

(c) The amount for each year of each Government's liability as an ordinary guarantor shall be determined by dividing the service of the loan among all the guaranteeing Governments in the proportion of their maximum possible annual liabilities as ordinary guarantors under this Convention, as fixed by Article 6. The total amount covered by each special guarantee shall be determined by dividing the said service among the special guarantor Governments in the proportion of their maximum possible annual liabilities as special guarantors as fixed by Article 9. For the purpose, however, of simplifying the application of the special guarantees, the Council, with the consent of the special guarantor Governments whose liabilities are affected, may make minor fractional adjustments of the percentages attributable to the special guarantor Governments to the extent necessary to convert such percentages into convenient whole numbers.

3. For the purpose of the preceding provisions, no account shall be taken of the liability for interest which may result under the provisions of Article 18 from a default by a Government in meeting its obligations as an ordinary or as a special guarantor.

ISSUE OF AUTHORISED LOANS.

Article 14.

1. The Council shall require that the conditions and terms of issue of a loan contracted in accordance with the present Convention, that is to say, *inter alia*, the method of issue, the securities (if any) on which the loan is raised, the issue price, the rate of interest, the amortisation (including any stipulations as to repayment before maturity), the expenses of issue, negotiation and delivery, and the currency or currencies in which the loan is issued, shall be submitted for approval to it or to a person or persons appointed by it for the purpose. As provided in Article 13, paragraph 2, the currency or currencies in which the loan is issued and in which its service is payable shall, for the purpose of determining the maximum to which the service may amount, in every case be treated as being at the moment of signature of the loan contracts on the legal parity with gold. The arrangement made by the Council with the borrowing Government in question shall be embodied in a Protocol duly accepted by the latter.

2. The loan shall not possess the ordinary guarantees and special guarantees resulting from the Convention unless the contracts relating to it shall have been certified in writing by a person or persons appointed by the Council (such persons, if more than one, acting by a majority if unanimity is not secured) to be in conformity with the decisions of the Council and the Protocol provided for by paragraph 1 above and the provisions of the present Convention. A signed duplicate of the certificate shall be delivered to the Secretary-General of the League of Nations for communication to the Trustees, together with copies of each contract authenticated by the borrowing Government in sufficient number to enable him to send one to each Trustee.

3. The following provisions shall be obligatory in all cases:

(a) The Trustees appointed under the present Convention, acting as provided therein, shall be Trustees of the loan for all purposes for which Trustees are appointed, and in particular shall make all payments for interest or amortisation due on the loan out of the funds supplied by the borrowing Government or, in the event of its default, by the Governments guaranteeing the loan as special or ordinary guarantors.

(b) Except in the case of short-term credits of a currency not exceeding two years, a reserve shall be constituted in the hands of the Trustees by the direct transfer to them by the issuing houses out of the yield of the loan of an amount sufficient to pay one-half of the annual service of the loan as issued. Any sums drawn from this reserve by the Trustees shall immediately be refunded to them by the borrowing Government.

(continued) and 14.

Third Committee of the Tenth Assembly.

Financial Committee.

Ad Article 14.

Paragraph 1. — Control of Loan Service.

It was proposed in the Third Committee that rules should be inserted in the draft Convention to secure an international control over the service of amortisation and interest of a guaranteed loan.

Employment of Loan.

Some of the delegates on the Third Committee have held the view that paragraph 1 is drafted in a manner which would not permit conditions regarding the employment of an authorised loan to be embodied in the Protocol.

Ad Article 14.

Paragraph 1. — Control of Loan Service.

The Financial Committee fears that to lay down such rules firmly for all cases may lead to certain complications. In the case of certain loans, an international control of the service might be desirable, but perhaps not in the case of others. It would therefore seem preferable to leave it optional for the Council to insist on such a control.

Employment of Loan.

In order to remove any doubt on this point, the Financial Committee proposes to insert a new paragraph 1 (a) reading as follows:

“The Council may make conditions as to the employment of the proceeds of the loan and the supervision of such employment. These conditions shall be embodied in the Protocol mentioned in paragraph 1.”

Text submitted to the Tenth Assembly.

(c) The borrowing Government shall provide the Trustees with the funds necessary to meet the service of the loan in time of war as well as in time of peace. Such remittances shall be in the hands of the Trustees not later than thirty days before each payment falls due.

DEPOSIT OF BONDS IN RESPECT OF PARTICULAR LOANS.

Article 15.

1. As soon as possible after a contract for the issue of all or part of an authorised loan has been certified in accordance with Article 14, paragraph 2, the Trustees, convened by the Secretary-General of the League of Nations, shall examine the contract and the relevant decisions of the Council and ascertain and notify to the Governments whose guarantees attached to the loan:

- (a) What is the total amount of each payment due in respect of that issue in each year;
- (b) What is the maximum sum for which each Government, whether it be an ordinary or a special guarantor, may be liable as an ordinary guarantor in respect of each such payment;
- (c) What is the maximum sum for which each special guarantor Government may be liable as a special guarantor in respect of each such payment.

The sums mentioned in (b) and (c) shall be determined in the manner provided in Article 13, paragraph 2 (c).

2. Within four months of the receipt of the above notification, each Government, according as it is solely an ordinary guarantor or a special guarantor, shall deposit to the order of the Trustees with the National Bank of Switzerland, or elsewhere as requested by the Trustees, either an "Ordinary Guarantee Bond" in the form given in Annex I, or a "Special Guarantee Bond" in the form given in Annex II, bearing a separate coupon for each payment for which the Government may be liable in each year. The coupons shall be expressed and be payable in the currency in which payment is due to the bondholders. If the issue is made in more than one currency, separate bonds shall be deposited in respect of the service due in each currency.

3. The coupons of the said bonds shall be payable at an address satisfactory to the Trustees fixed by the Government.

4. The omission to deposit bonds as provided above shall in no way affect the obligations of the Governments, whether as ordinary or as special guarantors, or prevent the issue of the loan on the security of the ordinary guarantees and special guarantees which attach to it in virtue of the present Convention.

OPERATION OF THE ORDINARY GUARANTEES AND SPECIAL GUARANTEES IN THE EVENT OF
DEFAULT BY THE BORROWING GOVERNMENT.

Article 16.

1. (a) The service of loans contracted in accordance with the present Convention shall always continue to be primarily a charge upon the borrowing Government. The guarantees provided under the Convention shall enter into operation only if, and to the extent to which, the Trustees are neither provided with the necessary funds by the borrowing Government nor able to meet the service out of the reserve constituted in accordance with Article 14, paragraph 3 (b).

(b) In such a case, the Trustees shall call simultaneously on all the guaranteeing Governments, whether they be ordinary or special guarantors. They shall apply the yield of the calls to meet the service of the loan and shall then reimburse to the special guarantor Governments *pro rata* out of the balance of such yield the amounts paid by them in excess of their liabilities as ordinary guarantors. Delay by a guarantor Government in meeting a call is recognised as creating a duty to compensate special guarantor Governments as provided in Articles 18 and 20 for the prejudice caused to them by the resulting delay in the reimbursement of the amounts paid by them in excess of their liability as ordinary guarantors.

(c) All amounts obtained by the Trustees from the guaranteeing Governments, with the exception of the amounts reimbursed as contemplated in paragraph (b) and of amounts paid to them by way of interest under Article 18, shall constitute a debt due, with interest, from the borrowing Government.

(d) The liabilities between Governments which result from the present Convention shall be settled through the intermediary of the Trustees.

2. The principles set out in paragraph 1 shall be applied in accordance with the provisions of Articles 17 to 21 below.

14 (continued) to 16.

Third Committee of the Tenth Assembly.

Financial Committee.

Paragraph 3 (c). — Payments in Case of War.

The observation has been made that the provisions of Article 14, sub 3 (c), and of Article 17, sub 3, of the proposed Convention, whereby the borrowing Government or the guaranteeing Governments undertake to pay the service of the loan even in time of war, might in certain circumstances be inconsistent with the severance of financial relations contemplated in Article 16 of the Covenant.

Paragraph 3 (c). — Payments in Case of War.

The Financial Committee accordingly proposes to insert in the draft the following new article (Article 22 (a)) as the first article of the chapter headed "General Provisions":

"The Trustees shall, if so directed by the Council of the League of Nations, suspend all payments to or for the benefit of the Government or inhabitants of a territory to which the financial sanctions provided for in Article 16 of the Covenant have become applicable; the sums retained by the Trustees shall become payable, together with any interest which they may have earned, so soon as the Council shall be of opinion that the maintenance of the said sanction is no longer justified."

Ad Article 15.

Choice of Bank.

The Financial Committee proposes that Article 15, paragraph 2, should read:

"... shall deposit to the order of the Trustees with such Bank or other body as the Council, as soon as the Convention comes into force or subsequently, may choose, either an ' Ordinary Guarantee Bond ', etc."

Text submitted to the Tenth Assembly.

Article 17.

1. In the event of a default by the borrowing Government in providing funds to pay the annual service of an authorised loan, the Trustees shall draw on the reserve constituted by application of Article 14, paragraph 3 (b), until that reserve is exhausted. They shall at once notify the default to the Governments whose ordinary guarantees or special guarantees attach to the loan. They shall likewise notify any payments into the reserve.

2. If, thirty days before the date at which a payment for interest or amortisation falls due, the Trustees have neither received from the borrowing Government nor possess in the reserve sufficient funds to make the payment, they shall inform each guarantor Government of the amount of the deficiency and the amount for which it will be liable if the deficiency is not made good. If, twenty days before the due date of the payment, the Trustees still are unable to make it in full, they shall present for payment those coupons of the ordinary guarantee and special guarantee bonds which cover the service payment in question. If the deficiency is not total, the Trustees shall reduce *pro rata* the amounts which they call upon the guarantor Governments to pay on the said coupons and the coupons shall be endorsed accordingly. If a guarantor Government has not yet deposited its bond as required by Article 15, the Trustees shall nevertheless call upon it and it shall be liable to make the payment due from it.

3. The calls which are made by the Trustees upon the ordinary guarantor and special guarantor Governments shall be paid immediately by the said Governments to the Trustees notwithstanding that they may be at war with the borrowing Government or with any country or countries in which a part of the loan has been issued, and notwithstanding that the holders of any or all of the bonds of the series of the loan in the service of which the default has occurred may be subjects of, or resident in, a country or countries with which they are at war.

4. The Trustees shall meet the service of the loan out of the yield of the calls made upon the Governments and shall apply the balance, and their receipts from any calls which are paid at a later date, to reimbursing *pro rata* to the special guarantor Governments the amounts paid by them in excess of their liabilities as ordinary guarantors.

Article 18.

If an ordinary guarantor or special guarantor Government fails to meet in full a call by the Trustees by a date not later than ten days before the interest or amortisation payment in question falls due, the Trustees shall charge the said Government, and the Government shall pay to them, compound interest on the amount in arrears at the rate fixed by Article 20. This charge shall be considered as interest due to those special guarantor Governments which met their obligations by the said date, in consideration of the fact that the delay was calculated to retard payment of the sums reimbursable to them, and the sums received shall be paid over to the said special guarantor Governments in proportion to the amount paid by them in excess of their liabilities as ordinary guarantors.

Article 19.

1. The amount of each default by the borrowing Government in meeting a guaranteed payment due on a loan shall constitute a debt of that Government to the Trustees, bearing compound interest, at the rate mentioned in Article 20, as from the date at which the Government was due to provide the Trustees with the funds necessary for the service of the loan.

2. The payments received by the Trustees from the borrowing Government after it has defaulted in meeting the guaranteed service of its loan shall, if necessary, be applied in the first instance to making good any arrears in the guaranteed service of the loan which have occurred, notwithstanding the ordinary guarantees and special guarantees provided by the present Convention, and, secondly, to reconstituting the reserve provided for by Article 14, paragraph 3 (b).

, 18 and 19.

Third Committee of the Tenth Assembly.

Financial Committee.

Ad Article 17.

Paragraph 3. — Amendment proposed by the French delegation.

" 3. The calls which are made by the Trustees upon the ordinary guarantor and special guarantor Governments shall be paid immediately by the said Governments to the Trustees *during the whole period for which the loan has been contracted within the limits defined in Article 4. Any further conflict in which certain High Contracting Parties might become involved during this period shall not justify any interruption in the payments. These payments shall be made, in such circumstances, by the guarantor Governments even if eventually as a result of this conflict they are obliged to go to war with the borrowing Government or with any country or countries in which a part of the loan has been issued, and notwithstanding that the holders of any or all of the bonds of the series of the loan in the service of which a default has occurred may be subjects of, or resident in, a country or countries with which the above Governments have been obliged to go to war.*"

Ad Article 17.

Paragraph 3. — Proposal by the French delegation.

This amendment being somewhat less clear than the original text, the Financial Committee would prefer to maintain the latter. The French text of the original may, however, be improved by reading in the third line:

" . . . lesdits gouvernements. Ces versements auront lieu même si ces gouvernements sont en guerre ", etc.

No modification is required in the English text.

Text submitted to the Tenth Assembly

Subject to this provision, any amounts not required for meeting the current service of the loan shall be used to reimburse to the special guarantor and ordinary guarantor Governments, with the appropriate interest, the amounts which they have furnished to meet defaults in the service of the loan and which have not been reimbursed to them. Each Government shall be entitled to be reimbursed the sum paid by it in the capacity of an ordinary guarantor with compound interest at the rate mentioned in Article 20, as from the date of its payment to the Trustees. Each special guarantor Government shall, in addition, be entitled to receive the amount paid in excess of its liability as an ordinary guarantor, together with its share of any interest chargeable to other Governments under Article 18. Priority shall be given to reimbursement to the special guarantor Governments of the amounts paid by them in excess of their liabilities as ordinary guarantors, and the sums due in respect of earlier defaults shall be met in full before any payment is made in respect of later defaults. Subject to the above provisions, the reimbursement shall be effected *pro rata* to the sums due to the various Governments.

3. A reimbursement to the special guarantor Governments effected under paragraph 2 shall cancel *pro rata* the claims of these Governments against other ordinary or special guarantor Governments. The Trustees shall determine what liabilities are extinguished or reduced and notify the Governments concerned.

Article 20.

The compound interest provided for in Articles 18 and 19 shall be calculated half-yearly, and shall be at a rate one per cent higher than the rate of interest payable on the guaranteed loan or, if the loan was issued in several series, on the particular series in the service of which the default occurs.

Article 21.

All questions arising in the execution of Articles 15 to 20 inclusive shall be settled by the Trustees, subject to appeal by any Government concerned to the Council of the League of Nations, whose decision shall be final. The appeal to the Council shall not suspend the execution of the Trustees' decision.

GUARANTEE OF STATES NOT MEMBERS OF THE LEAGUE OF NATIONS.

Article 22.

The Council of the League of Nations, with the consent of those Governments which are interested in the particular loan as special guarantors, may accept an offer by a State which is not a Member of the League to participate in guaranteeing the annual service of a particular loan which the Council decides to authorise in application of the present Convention. The acceptance of the offer shall not entail the assumption by any Government, whether as an ordinary or as a special guarantor, of liability to make payments greater than it would have been liable to make if the non-member State had not agreed to participate.

GENERAL PROVISIONS.

Article 23.

Those ordinary or special guarantor Governments in whose territories there is already a market for international securities undertake to facilitate to the fullest possible extent the opening of their financial markets to the issue of loans authorised under the present Convention.

continuation) to 23.

Third Committee of the Tenth Assembly.

Financial Committee.

Ad Article 21.

Question of Reference of Disputes to the Permanent Court of International Justice.

See Article 25 hereunder.

Ad Article 21.

Question of Reference of Disputes to the Permanent Court of International Justice.

See Article 25 hereunder.

Ad GENERAL PROVISIONS.

Payments in Case of War.

The Financial Committee proposes to insert here, as mentioned in connection with Article 14, paragraph 3, the following new article (Article 22 (a)) as the first article of the chapter headed "General Provisions":

Article 22 (a).

"The Trustees shall, if so directed by the Council of the League of Nations, suspend all payments to or for the benefit of the Government or inhabitants of a territory to which the financial sanctions provided for in Article 16 of the Covenant have become applicable; the sums retained by the Trustees shall become payable, together with any interest which they may have earned, so soon as the Council shall be of opinion that the maintenance of the said sanctions is no longer justified."

Text submitted to the Tenth Assembly.

Article 24.

For the purposes of the present Convention, the gold franc shall mean a monetary value equivalent to 0.322581 grammes or 4.97818 grains of gold nine-tenths fine.

Article 25.

Any dispute as to the interpretation or as to the method of application of the present Convention shall be settled by a decision of the Council of the League of Nations.

Article 26.

1. Decisions of the Council under Article 1 must be taken by the unanimous vote of all its Members other than the representatives of Members of the League involved in the war or threat of war.

2. All other decisions taken by the Council in virtue of the present Convention may be taken by a simple majority of its Members other than the representatives of Members of the League which are involved in the war or threat of war.

3. A Member of the League which is not a Member of the Council shall not claim to be represented on the Council, when that body discusses questions arising under the present Convention, in virtue of the fact that it is an ordinary guarantor or special guarantor under the Convention.

Article 27.

1. The present Convention, of which the French and English texts shall both be authentic, shall bear to-day's date; it may, until, be signed on behalf of any Member of the League of Nations.

2. The present Convention shall be ratified. The instruments of ratification shall be transmitted to the Secretary-General of the League of Nations, who shall notify their receipt to all the Members of the League.

Article 28.

After the date mentioned in Article 27, paragraph 1, the present Convention may be acceded to on behalf of any Member of the League of Nations. The instruments of accession shall be transmitted to the Secretary-General of the League of Nations, who shall notify their receipt to all the Members of the League.

to 28.

Third Committee of the Tenth Assembly.	Financial Committee	Observations by the Governments.
<p>Ad <i>Articles 21 and 25.</i></p> <p><i>Question of Reference of Disputes to the Permanent Court of International Justice.</i></p> <p>Several delegations proposed the jurisdiction of the Permanent Court of International Justice. The suggestion which seemed to gain the approval of the majority of the Committee consists in providing a non-suspensive right of appeal to the Court for all questions of interpretation, the Council deciding upon questions of application. Nevertheless, the Third Committee was of opinion that the financial consequences of this solution should be examined by the Financial Committee.</p>	<p>Ad <i>Articles 21 and 25.</i></p> <p><i>Question of Reference of Disputes to the Permanent Court of International Justice.</i></p> <p>Without entering into the legal and constitutional aspects of this subject, the Financial Committee confines itself to a single observation regarding the financial bearings of the question. It is desirable for the efficacy of the Convention that the necessary decisions required by it should involve no delay and should be final in character. From this point of view, the Committee recommends that the present text should not be altered.</p>	
<p>Ad <i>Article 26.</i></p> <p><i>Decisions of the Council.</i></p> <p>The majority of the Third Committee held that, in framing these stipulations, it was desirable to follow as closely as possible the exact terms of the Covenant. Accordingly, the following text was adopted on the first reading for the first two paragraphs of Article 26:</p> <p>“ 1. Decisions of the Council under Article 1 shall require the agreement of all the Members represented at the meeting, other than the representatives of the parties to the dispute.</p> <p>“ 2. All other decisions taken by the Council in virtue of the present Convention shall be taken by a simple majority of the members represented at the meeting other than the representatives of the parties to the dispute.”</p>	<p>Ad <i>Article 26.</i></p> <p><i>Decisions of the Council.</i></p> <p>The Committee sees no objection to this proposal from the financial point of view.</p>	<p>Ad <i>Article 26.</i></p> <p><i>Observation by the Danish Government:</i></p> <p>Some anxiety is felt at the fact that a departure is made from the principle laid down in Article 4 of the Covenant in that, according to the proposal under consideration, the Council will be able to reach a decision and impose financial obligations on the individual Members of the League without those States that are not Members of the Council having any opportunity of participating in the Council's deliberations and decisions.</p>

Text submitted to the Tenth Assembly.

Article 29.

1. The present Convention shall come into force ninety days after the date at which, as the result of ratifications or of accessions, a sum not inferior to million gold francs for the annual service of loans to be issued by application of the Convention is covered by ordinary guarantees, and is also covered by the special guarantees of not less than three Governments. The Secretary-General of the League of Nations shall make the calculations necessary for the purposes of the present paragraph and notify the entry into force of the Convention to all the Members of the League.

2. In the case of High Contracting Parties ratifying or acceding to it after its entry into force, the Convention shall take effect on the day on which the instrument of ratification or accession is deposited with the Secretary-General of the League of Nations.

3. The total maximum amount covered by ordinary guarantees in accordance with Article 6 at the date of entry into force of the Convention, and any subsequent increase in that amount resulting from a new ratification or accession, shall be notified to all the Members of the League by the Secretary-General.

Article 30.

1. The present Convention shall be concluded for a period of ten years dating from its entry into force.

2. It shall continue in force for further successive periods of five years as between such High Contracting Parties as do not denounce it at least two years before the expiration of the current period.

3. Denunciation shall be effected by a written notification deposited with the Secretary-General of the League of Nations, who shall notify its receipt to all the Members of the League. A denunciation may relate merely to one guarantee of the Government of a particular territory of the High Contracting Party.

4. Notwithstanding the provisions of paragraph 2, the Convention shall cease to be in force, so far as it relates to the authorisation of new loans, at the end of the original period for which it is concluded, or of any successive period for which it continues in force, if at that date, as a result of denunciations, the annual sum to which the ordinary guarantees amount is less than million gold francs or the number of special guarantor Governments has fallen below three.

5. The obligations of any Government in respect of loans already authorised in virtue of the present Convention shall not be affected by denunciation of the Convention, or by its ceasing to be in force, so far as it relates to the authorisation of new loans, under the provisions of paragraph 4 above. The Convention shall remain in force for all purposes connected with such obligations until they have been discharged in full.

6. If the ratifications or accessions necessary to bring the present Convention into force are not accorded within twenty-four months from the date of the Convention, the Convention shall become null and void for all purposes.

29 and 30.

Third Committee of the Tenth Assembly.

Financial Committee.

Ad Article 29.

Interval between Ratification and Participation.

It was represented in the Third Committee that it might be desirable to provide that an interval should elapse between the moment when a newly acceding Government ratified the Convention and the moment when it was allowed to participate in the benefits and obligations arising from it.

Adhesion of States after the Convention has come into force.

One of the delegates to the Third Committee made a proposal to the effect that the burden of the guarantees of various loans might be so divided between the various guaranteeing Governments that, in case all the High Contracting Parties did not take part in the guarantees of all loans issued under the Convention, nevertheless the final burdens borne by them should be proportionate to their maximum liabilities under Article 6 of the Convention.

Ad Article 30.

Cessation of League Membership before the Expiration of the Convention.

The question was raised in the Third Committee: What should be the position of a party to the Convention at the cessation of its membership of the League?

Ad Article 29.

Interval between Ratification and Participation.

The Financial Committee is of opinion that, in certain circumstances, a provision of this kind might diminish the efficacy of the Convention and that therefore such a provision should not be inserted.

Adhesion of States after the Convention has come into force.

The Financial Committee has, with regret, come to the conclusion that, although from a theoretical point of view it might be desirable to give effect to this suggestion, its adoption would introduce such complications into the Convention as to make it almost unworkable.

Ad Articles 29 and 30.

Amounts to be inserted.

The Financial Committee is of opinion that the Convention should not come into force, or continue to remain in force, unless Members of the League paying at least half of the League's budget are willing to be bound by it. If this principle is accepted, and the figure of 100 million gold francs is inserted in Article 6, a figure of 50 million gold francs should be inserted in Articles 29 and 30.

Ad Article 30.

Cessation of League Membership before the Expiration of the Convention.

Under the present text of the Convention, such a High Contracting Party would remain a party to the Convention so long as it had not denounced it in accordance with Article 30, paragraph 2, and the period subsequent to the denunciation therein contemplated had not elapsed. So long as it remains a party to the Convention, and although it may have ceased to be a Member of the League, it will continue to be bound by the obligations of the Convention and will continue to enjoy its benefits.

The Financial Committee sees no reason to propose modifications to these provisions.

Text submitted to the Tenth Assembly

Third Committee of the Tenth Assembly.

Article 31.

The present Convention shall be registered with the Secretary-General of the League of Nations on the date of its entry into force.

Additional Article.

Relation with the Disarmament Convention.

Most of the delegations admitted the necessity for such a connection. In order to clarify ideas, the Third Committee drafted an additional article which was adopted on first reading. The exact way in which this article will have to be combined with the other articles of the Convention still remains to be considered. The text is as follows:

“ The present Convention shall not come into force until a general Disarmament Convention in accordance with Article 8 of the League Covenant has been brought into operation. The present Convention shall cease to have effect as soon as the general Disarmament Convention ceases to be operative.

“ It is also to be a condition that no country which is not a party to such Disarmament Convention, or which shall fail to carry out its obligations under such a Convention, shall be entitled to the benefits of the present Convention.”

This last paragraph was referred for examination to the Financial Committee.

IN FAITH WHEREOF, the above-mentioned plenipotentiaries have signed the present Convention.

DONE AT the day of one thousand nine hundred and, in a single copy, which shall be kept in the archives of the Secretariat of the League of Nations, and of which certified true copies shall be delivered to all the Members of the League.

31.

Financial Committee	Observations by the Governments.
<p><i>Additional Article.</i> <i>Relation with the Disarmament Convention.</i></p>	<p><i>Ad Additional Article.</i> <i>Relation with the Disarmament Convention.</i></p>
<p>The Financial Committee considers that this question does not within its immediate province.</p>	<p><i>Observation by the Danish Government:</i> <i>Text suggested by the British Government:</i></p>
	<p>Denmark cannot adhere to this scheme unless the entry into force of this Convention is made subject to the adoption and entry into force of the general convention for the reduction and limitation of armaments.</p>
	<p>“ The present Convention shall not come into force until a general disarmament convention, in accordance with Article 8 of the League Covenant, has been brought into operation. The present Convention shall cease to have effect as soon as the general convention ceases to be operative.</p>
	<p>The Danish Government considers it desirable that it should be laid down in the Convention that the Council's decision to guarantee a loan in any particular case shall be conditional upon the State concerned having ratified or acceded to the general Disarmament convention.</p>
	<p>“ It is also to be a condition that no country which is not a party to such disarmament convention or which shall fail to carry out its obligations of such a convention, shall be entitled to the benefits under the present Convention. ”</p>

ANNEX XIII.

TEXT OF THE DRAFT CONVENTION ON FINANCIAL ASSISTANCE
DRAWN UP BY THE DRAFTING COMMITTEE.

In order to facilitate examination of the present text, the numbering employed for the articles in document C.A.S. 88 has been adhered to.

PREAMBLE.

.....

(Heads of States).

Recognising the importance with a view to safeguarding or, if so be, restoring peace between nations of creating in the form of guarantees for loans a system of financial assistance to be given in the case of international conflicts likely to lead to a rupture or in case of war;

Considering that this object may best be achieved by means of an international convention;
Have appointed as their plenipotentiaries for this purpose:

.....

Who, having communicated their full powers, found in good and due form, have agreed as follows:

Article 1 (A).

If, despite the efforts which the Council of the League of Nations has found it possible to make for the maintenance or the re-establishment of pacific relations, a State, in violation of its international obligations, resorts to war against a High Contracting Party, the latter shall at his request receive the financial assistance provided for in the present Convention unless the Council decide otherwise.

The High Contracting Party to whom the financial assistance is accorded undertakes, for his part, to submit the dispute to mediation by the Council or to judicial or arbitral settlement.

Article 1 (B).

If the Council, in pursuit of its duty under the Covenant, and acting within the limit of its rights under the Covenant or under general or special conventions applicable in the matter, shall, in any international dispute likely to lead to a rupture, have taken action to safeguard peace, including resort to mediation or any other means of pacification, and if either of the parties shall refuse or neglect to conform to such measures, the Council may, at the request of the adverse party, if such party is a party to the present Convention, accord financial assistance to the last-named party.

The High Contracting Party to which financial assistance is accorded undertakes, for his part, to submit the dispute to mediation by the Council or to judicial or arbitral settlement and to conform to any provisional measures that may be recommended by the Council with a view to safeguarding peace.

Article 2.

(Original text.)

Article 3.

(Original text.)

Article 4.

(Original text.)

ORDINARY GUARANTEES.

Article 5.

Each High Contracting Party hereby undertakes and recognises that the Governments for which he becomes a party to the present Convention severally guarantee as ordinary guarantors, to the extent and in the manner set out in the following articles, the due payment of the annual service of the loans which are contracted in accordance with the Convention. The said ordinary guarantees attach to each loan in virtue of the present Convention from the moment at which

the loan is authorised, without any further action or consent on the part of the guarantor Government.

Article 6.

1. Subject to the provisions of Article 18 regarding payment of interest in the event of default, the annual liability which can fall to the charge of any Government in the capacity of an ordinary guarantor, in respect of all the loans contracted in accordance with the present Convention, is limited to a maximum. This maximum shall be a sum bearing the same proportion to (100 million) gold francs as the contribution to the League's expenses payable by the Government, under the scale of allocation applicable (on January 1st, 1930),¹ bears to the total contributions due from all the Members of the League.

In the case of a Government which was not liable to contribute to the League's expenses under the scale mentioned in the preceding paragraph, the scale of allocation applicable on the date on which it became bound by the obligations of the present Convention shall be substituted for the said scale.

2. The Council shall, as soon as possible, notify to the various Governments the maximum annual liabilities which result for them from the provisions of paragraph 1.

SPECIAL GUARANTEES.

Article 7.

(Original text.)

Article 8.

(Original text.)

Article 9.

(Text of the Financial Committee.)

Article 10.

(Original text.)

Article 11.

(Original text.)

TRUSTEES.

Article 12.

(Original text.)

AUTHORISATION OF LOANS.

Article 13.

1. Where the Council of the League of Nations recognises that, in virtue of Article 1 (A) or 1 (B), a High Contracting Party should receive financial assistance under the present Convention, it shall authorise the Government of such High Contracting Party to issue a loan enjoying the ordinary guarantees and the special guarantees resulting from the present Convention. The Council may exclude the ordinary guarantee or special guarantee of any Government if, in its opinion, it would not be desirable in the interest of the success of the loan that such ordinary guarantee or special guarantee should attach to the loan.

2. (Original text.)

3. (Original text.)

ISSUE OF AUTHORISED LOANS.

Article 14.

(Text of the Financial Committee.)

DEPOSIT OF BONDS IN RESPECT OF PARTICULAR LOANS.

Article 15.

(Text of the Financial Committee.)

OPERATION OF THE ORDINARY GUARANTEES AND SPECIAL GUARANTEES IN THE EVENT
OF DEFAULT BY THE BORROWING GOVERNMENT.

Article 16.

(Original text.)

Article 17.

(Text of the Financial Committee.)

Article 18.

(Original text.)

Article 19.

(Original text.)

Article 20.

(Original text.)

Article 21.

(Original text.)

GUARANTEE OF STATES NOT MEMBERS OF THE LEAGUE OF NATIONS.

Article 22.

(Original text.)

GENERAL PROVISIONS.

Article 22 (A).

(Text of the Financial Committee.)

Article 23.

Those ordinary or special guarantor Governments undertake to facilitate to the fullest possible extent the issue of loans authorised under the present Convention, both by opening their financial markets to such loans and by abstaining from any measure capable of compromising the efficacy of the financial assistance provided for by the present Convention.

Article 24.

(Original text.)

Article 25.

(Original text.)

Article 26.

1. Decisions of the Council under Article 1 (A) or 1 (B) shall be taken by the unanimous vote of the Members represented at the meeting, the votes of representatives of the parties to the dispute not being counted in determining such unanimity.

2. All other decisions taken by the Council in virtue of the present Convention shall be taken by a simple majority vote of the Members represented at the meeting, the votes of the representatives of the parties to the dispute not being counted.

3. A Member of the League which is not a Member of the Council cannot claim to sit on the Council, when the latter discusses questions arising under the present Convention, in virtue solely of the fact that it is an ordinary guarantor or special guarantor under the present Convention.

Article 26 (A).

The provisions of the present Convention may not be interpreted as affecting the rights and obligations of the High Contracting Parties under the provisions of Article 16 of the Covenant.

FINAL PROVISIONS.

Article 27.
(Original text.)

Article 28.
(Original text.)

Articles 29 and 30.
(Replaced by the following text.)

Article A.

It shall be a condition of the entry into force of the present Convention that the ratifications or accessions which it has received shall have resulted in causing a sum of not less than (50 million) gold francs, for the annual service of loans, to be covered by ordinary guarantees and also by the special guarantees of not less than three Governments.

Article B.

1. The present Convention shall enter into force ninety days after the date on which the conditions set out in Articles A and D are satisfied. (2) The Secretary-General shall make the calculations necessary for the purpose of Article A. He shall notify the entry into force of the Convention to all the Members of the League.

3. In the case of a Member of the League of Nations on whose behalf a ratification or accession is subsequently deposited, the Convention shall take effect on the day on which the instrument of ratification or accession is deposited with the Secretary-General of the League of Nations.

4. The total maximum amount covered by ordinary guarantees in accordance with Article 6 on the date of entry into force of the Convention, and any subsequent increase in that amount resulting from a new ratification or accession, shall be notified to all the Members of the League by the Secretary-General.

Article C.

Subject to the conditions laid down in Article D the following provisions shall apply:

1. The present Convention shall be concluded for a period continuing until the end of the year 1945.

2. It shall continue in force for further successive periods of five years as between such High Contracting Parties as do not denounce it at least two years before the expiration of the current period.

3. Denunciation shall be effected by a written notification deposited with the Secretary-General of the League of Nations, who shall notify its receipt to all the Members of the League. A denunciation may relate merely to the guarantee of the Government of a particular territory of the High Contracting Party.

4. Notwithstanding the provisions of paragraph 2, the Convention shall cease to be in force, so far as it relates to the authorisation of new loans, at the end of the original period for which it is concluded, or of any successive period for which it continues in force, if, at that date, as a result of denunciations, or of the operation of paragraph 7 below, the annual sum to which the ordinary guarantees amount is less than (50 million) gold francs or the number of special guarantor Governments has fallen below three.

5. The obligations of any Government in respect of loans already authorised in virtue of the present Convention shall not be affected by denunciation of the Convention, or by its ceasing to be in force, so far as it relates to the authorisation of new loans, under the provisions of paragraph 4 above or of Article D.

6. If the ratifications or accessions necessary to bring the present Convention into force have not been received before the end of the year 1935, the Council of the League of Nations shall convene a conference to examine the situation.

7. Withdrawal from the League of Nations, shall on the date on which it becomes effective, terminate all the rights and obligations of the Government concerned under the present Convention, except such obligations as already rest upon it in consequence of the previous authorisation of a loan in application of the Convention.

Article D.

The entry into force of the present Convention, and its maintenance in force as regards authorisation of new loans, shall be conditional upon the entry into force and maintenance in force of the plans for reduction of armaments contemplated by Article 8 of the Covenant of the League of Nations.

Notwithstanding the provisions of Articles 1 (A), 1 (B) and 13, if, after the expiry of one year from the coming into force of the aforesaid plans, a High Contracting Party does not discharge the obligations incumbent upon it in consequence of such plans, such High Contracting Party shall not be capable of benefiting by the financial assistance provided for by the present Convention.

Article 31.
(Original text.)

ANNEX XIV.

REPORT PRESENTED BY HIS EXCELLENCY M. COBIÁN.

The scheme for financial assistance, which originated in a proposal made by the Finnish delegation to the Preparatory Disarmament Commission in 1926, has already been on the agenda of the Committee on Arbitration and Security at its second and third sessions.

It was again referred to the Committee on Arbitration and Security by the tenth Assembly in virtue of the following resolution:

“ The Assembly:

“ Having examined the draft Convention on Financial Assistance drawn up by the Financial Committee:

“ Noting that the determination of the cases in which this assistance could or should be granted is in close relation with the general problem of the definition of the aggressor and with that of the means of preventing war, and that the connection between financial assistance and the reduction and limitation of armaments has been recognised and should be thoroughly examined;

“ Taking into consideration the various amendments which have been submitted, several of which necessitate adjustment in the technical machinery of the plan of assistance, whereas others are of a political character;

“ Requests the Council to take steps to ensure the early establishment of a complete text capable of being submitted to States for signature at the earliest possible date.

“ It accordingly suggests that the Council should instruct the Committee on Arbitration and Security to draw up this text in co-operation with the Financial Committee. The text would, after it had been communicated to the Governments, be submitted for the approval either of a special conference or at the latest for that of the next Assembly.”

In accordance with its instructions, the Financial Committee, at its thirty-seventh session, reconsidered the preliminary draft which had been submitted to the tenth Assembly, in the light of the observations made in the Third Committee. The conclusions it reached have already been submitted to the Council (document C.105.M.29.1930.II).

In the course of its work, the Committee on Arbitration and Security considered these conclusions with the valuable assistance of M. de Chalendar, M. Janssen, M. Pospisil and Sir Henry Strakosch, who were delegated by the Financial Committee.

The findings of the Committee on Arbitration and Security, which are set out in the present report and the annexes thereto, received the full and entire approval of the Financial Committee's delegates.

The resolution of the tenth Assembly contemplates the establishment of a complete text to be submitted to States for signature, and specifies that this text will be submitted either for the approval of a special Conference or, at the latest, for that of the next Assembly. In the relatively short interval which will elapse before September, it would be very difficult to hold a special conference. Moreover, the appended draft has been exhaustively studied in all its details, so that it scarcely seems necessary that a special conference should be held. In these circumstances, the Committee on Arbitration and Security is of opinion that the final text can be established during the next Assembly.

Should the Council decide to follow this procedure, it would be desirable to ask the Governments Members of the League to invest their delegates to the Assembly with full powers to examine and, if judged expedient, sign the Convention.

ANNEX XV.

INTRODUCTORY NOTE TO THE DRAFT CONVENTION FOR
FINANCIAL ASSISTANCE.

The principle underlying the draft Convention for Financial Assistance is this: that in the event of war, or of an international conflict likely to lead to a rupture, a State Member of the League should be given prompt and effective financial assistance in order to restore or preserve peace.¹

¹ As regards this principle see also on next page the reservation made by certain delegations concerning Article 2.

This assistance, it is proposed, should take the form of loans guaranteed by the contracting States.

Having regard to the instructions given by the Assembly, the draft which the Committee on Arbitration and Security has prepared with the help of the Financial Committee embodies the complete text of a convention. The Committee realised, however, that certain points ought to be left to the judgment of the plenipotentiaries who will establish the final text of the Convention. It has accordingly done no more than offer indications, leaving it to the plenipotentiaries of the contracting Powers to come to a decision on the points in question, which are the following:

- (1) The annual amount up to which the contracting parties undertake to guarantee the interest on, and amortisation of, loans floated in virtue of the Convention (Article 7);
- (2) The date of the scale of contributions to the League's expenses which is to form the basis for the allocation of the guarantee; the Committee would point out that, should the date mentioned in the draft be changed, it would be necessary to fix a date prior to the establishment of the text, and as early as possible, so that the Governments could be apprised in advance of the limits of the maximum liabilities they may be required to assume (Article 7);
- (3) The minimum sum to be covered by the ordinary and special guarantees in order that the Convention may come into force or remain in force. The Committee on Arbitration and Security and the Financial Committee consider that this minimum sum should be fixed at half the maximum sum specified in Article 7 (Articles 32 and 34);
- (4) The date of expiry of the Convention (Article 34).

* * *

Some of the questions raised in the Committee on Arbitration and Security were technical and financial, while others were political.

For the technical and financial questions, the members of the Committee on Arbitration and Security were guided by the Financial Committee's report and by the opinions expressed by the delegates of the Financial Committee.

The principal questions of a political character relate to the following articles:

1. *Cases of Application of the Convention.* — The Committee decided to treat separately in Articles 1 and 2 the case of war and the case of an international dispute likely to lead to a rupture, the application of financial assistance in the last-named case being subject to special conditions.

Further, the Committee deemed it expedient to give effect to the desire expressed by certain delegations that the State receiving assistance should be obliged to enter into certain undertakings.

(a) *The Case of War.* — The question raised in connection with Article 1 was whether, in case of war, it was the duty of the Council to grant financial assistance, or whether it might grant it according to circumstances. The different views put forward are embodied in the draft which was adopted. It was recognised as a principle that, in the case of a war in breach of international obligations, the State attacked has the right to financial assistance, but that, on the other hand, the Council possesses discretionary powers to take a decision constituting a departure from this principle.

As regards the undertaking which the party applying for financial assistance would be required to enter into, namely, to comply with the provisional recommendations of the Council, the majority of the Committee was of opinion that in case of war the question did not arise.

(b) *The Case of an International Dispute likely to lead to a Rupture.* — In Article 2 the Committee replaced the expression "case of threat of war" by the expression "case of an international dispute likely to lead to a rupture".

The text adopted by the majority of the Committee allows the Council to grant financial assistance if, *inter alia*, either of the parties to the dispute whether Member or non-Member of the League has refused or neglected to conform to the measures taken by the Council to safeguard peace.

The Canadian delegation thought that it would be preferable to limit to the case of war the application of financial assistance. The delegations of Germany, Italy and Japan made reservations. They were of opinion that the Council should not authorise a loan before war had broken out. The following text was proposed instead of Article 2:

"If, in a crisis, the Council considers that there is a danger of war, it may notify the parties to the dispute that financial assistance will be granted to the State against which one of the parties to the dispute goes to war. At the same time the Council will take all preparatory measures in order that financial assistance may be promptly accorded directly war breaks out."

2. *Question of spreading the Service of the Amortisation of the Loan over a Period in Instalments.* — The question arose, in connection with Article 5, whether it would be possible to provide for rapid amortisation, starting from the very beginning, and to spread it over the whole period of the loan in equal instalments.

The Financial Committee was of opinion, however, that this procedure would involve serious technical and financial difficulties from the standpoint both of the issue of the loan and of the interests of the borrower.

The Committee on Arbitration and Security accepted the Financial Committee's view, but the Italian delegation reserved the freedom of the financial representatives of their country to question this decision should they think fit.

3. *Definition of Governments which will be empowered to contract the Guaranteed Loan.* — The Swedish delegation proposed, for reasons connected with the Swedish constitution, that mention should be made in the Convention not merely of "the Government" but also of "any other competent authority" as having power to contract a loan.

The Committee was of opinion that it would suffice for the Swedish representative, when the Convention was concluded, to make a declaration on this point, which would be noted and accepted by the representatives of the other Governments.

4. *Employment of Loan.* — The Committee deemed it expedient to provide for the possibility of the Council making conditions as to the employment of the proceeds of the loan and the supervision of such employment. In order to dispel all doubt on the point, a special clause has been inserted in paragraph 2 of Article 9.

5. *Participation of States not Members of the League.* — The question arose whether it would not be expedient to provide for the possibility of States not Members of the League acceding to the Convention.

It appeared to the Committee that the admission of non-Member States would encounter both technical and constitutional difficulties. The Committee, nevertheless, decided to provide for the participation of non-Member States in guaranteeing particular loans as provided in Article 23.

6. *Undertaking to facilitate the Issue of Guaranteed Loans.* — The Committee on Arbitration and Security, in agreement with the representatives of the Financial Committee, decided that it would be well to provide, not only that the guarantor States should undertake to facilitate on their financial markets the issue of the loans authorised by the Council, but that they should also undertake to abstain from any measure calculated to compromise the efficacy of the financial assistance.

A clause of this nature inserted in Article 25 must obviously be of positive value in supplementing and reinforcing the direct measures provided for in Articles 1 and 2.

7. *Disputes relating to Interpretation and Application.* — The Committee on Arbitration and Security, in agreement with the Financial Committee, is of opinion that, if the Convention is to be efficacious, it is essential that decisions that may be taken under Articles 22 and 27 should not involve delay in the application of the Convention, and that they should be of a final character. Accordingly, any dispute relating to the interpretation or method of application of the Convention should be settled, in the last resort, by decision of the Council.

The suggestion put forward at the last Assembly to the effect that such decisions should rest with the Permanent Court of International Justice would tend to compromise the very delicate financial mechanism of the Convention by making it possible to re-examine decisions on the basis of which certain financial undertakings had been entered into.

8. *Rules for Voting in the Council.* — The Committee has adhered, as far as possible, in the wording of Article 28, to the terminology of the Covenant.

9. *Connection between the Convention and Article 16 of the Covenant.* — The Committee considered it advisable to insert, at the close of the General Provisions in the Convention, a clause (Article 29) making it clear that the provisions of the Convention cannot be construed as affecting the rights and obligations of the contracting parties under the provisions of Article 16 of the Covenant.

10. *Final Clauses.* — After examining the suggestions put forward at the last Assembly, the majority of the Committee was of opinion that it was essential to establish a link with the Disarmament Convention, and made the entry into force of the Convention on Financial Assistance conditional on Article 35, not only upon the entry into force of a plan for disarmament in conformity with Article 8 of the Covenant, but also on the maintenance of such plan.

A difference of opinion was manifested on this point. One section held that according to Article 8 of the Covenant they ought not to contemplate the possibility of the plan for the limitation and reduction of armaments, once it had been adopted, ceasing to be maintained, even with the revisions provided for in that article.

This view was opposed by other delegations, which held the opinion that, even within the limits of Article 8 of the Covenant, it was possible that the contemplated plan might cease to be in force.

For that reason, certain delegations made reservations in regard to the text adopted by the majority.

The decision to provide for correlation with the disarmament plan involved the complete re-casting of the clauses of the Protocol.

Further, for the reasons mentioned in the observations relating to Article 23, the Committee on Arbitration and Security was of opinion that a State which ceases to be a Member of the League of Nations should automatically cease to be a party to the Convention on Financial Assistance, though it would still be bound by its obligation as a guarantor of loans already authorised.

Further, several delegations suggested that it might be desirable, in order to encourage States to accede to or ratify the Convention, to prevent those which have not acceded to it until after its entry into force from benefiting by the Convention until after a certain interval has elapsed since their ratification or accession.

The majority of the Committee did not think it advisable to accept this suggestion at the present juncture.

ANNEX XVI.

DRAFT CONVENTION ON FINANCIAL ASSISTANCE.

PREAMBLE.

.....

[Heads of States.]

Recognising the importance, as a means of safeguarding or, if necessary, restoring peace between nations, of creating a system of financial assistance in the form of guarantees for loans to be given in the event of international conflicts likely to lead to a rupture or in case of war;

Considering that such a system of assistance can best be organised by the conclusion of an international convention;

Have appointed as their plenipotentiaries for this purpose:

.....

Who, having communicated their full powers found in good and due form, have agreed as follows:

Article 1.

If, despite the efforts which the Council of the League of Nations has found it possible to make for the maintenance or the re-establishment of peaceful relations, a State, in violation of its international obligations, resorts to war against a High Contracting Party, the latter shall at his request receive the financial assistance provided for in the present Convention, unless the Council decides otherwise.

The High Contracting Party to whom financial assistance is granted undertakes, for his part, to submit the dispute to mediation by the Council or to judicial or arbitral settlement.

Article 2.

If the Council, in the performance of its duties under the Covenant, and acting within the limit of its rights under the Covenant or under general or special conventions applicable in the circumstances shall, in any international dispute likely to lead to a rupture, have taken steps to safeguard peace, including resort to mediation or any other means of peaceful settlement, and if one of the parties shall refuse or neglect to conform to such steps, the Council may, at the request of the other party, if the latter is a party to the present Convention, grant financial assistance to the last-named party.

The High Contracting Party to whom financial assistance is granted undertakes, for his part, to submit the dispute to mediation by the Council or to judicial or arbitral settlement and to conform to any provisional measures that may be recommended by the Council with a view to safeguarding peace.

Article 3.

The financial assistance of the High Contracting Parties shall take the form of ordinary guarantees and special guarantees covering, as hereafter provided, the service of loans (which term shall include short-term credits) contracted in accordance with the present Convention.

Article 4.

For the purpose of the present Convention, the service of a loan comprises the sums payable in each year for interest and amortisation, under the terms of the loan contracts.

Article 5.

No loan contracted under the present Convention shall be for a period exceeding thirty years. In order to facilitate, so soon as circumstances permit, the discharge of the ordinary guarantor and special guarantor Governments from their obligations in regard to the loan, a Government contracting a loan under this Convention shall, if possible, reserve the right to repay it before the end of its full period of maturity.

ORDINARY GUARANTEES.

Article 6.

Each High Contracting Party hereby undertakes and recognises that the Governments for which he becomes a party to the present Convention severally guarantee as ordinary guarantors, to the extent and in the manner set out in the following articles, the due payment of the annual service of the loans which are contracted in accordance with the Convention. The said ordinary guarantees attach to each loan in virtue of the present Convention from the moment at which the loan is authorised, without any further action or consent on the part of the guarantor Government.

Article 7.

1. Subject to the provisions of Article 19 regarding payment of interest in the event of default, the annual liability which can fall to the charge of any Government in the capacity of an ordinary guarantor, in respect of all the loans contracted in accordance with the present Convention, is limited to a maximum. This maximum shall be a sum bearing the same proportion to (100 million)¹ gold francs as the contribution to the League's expenses payable by the Government, under the scale of allocation applicable on (January 1st, 1930)¹, bears to the total contributions due from all the Members of the League.

In the case of a Government which was not liable to contribute to the League's expenses under the scale mentioned in the preceding paragraph, the scale of allocation applicable on the date on which it became bound by the obligations of the present Convention shall be substituted for the said scale.

2. The Council shall, as soon as possible, notify to the various Governments the maximum annual liabilities which result for them from the provisions of paragraph 1.

SPECIAL GUARANTEES.

Article 8.

Subject to the provisions of Article 11, a High Contracting Party may accept the obligations of a special guarantor in respect of the Government of any of his territories. Such Government is thereby constituted a special guarantor, and the guarantee which it accords to loans to be contracted in accordance with the present Convention shall be a special guarantee within the meaning of the present Convention, without any further action or consent on the part of the Government.

Article 9.

The special guarantees are created for the purpose of strengthening the security on which a loan contracted in accordance with the present Convention is issued, by ensuring that the service of such loan shall be guaranteed for its full amount, not merely by all the guaranteeing Governments as ordinary guarantors, but also by a small number of Governments which, as special guarantors, will bear, within the limits of their special guarantees, the risk of any delay in the payment of the amounts due from any of the other Governments as ordinary guarantors. The amount covered by each special guarantee accordingly includes the amount of the Government's liability as an ordinary guarantor together with an additional amount, and it is determined, as provided below, in such manner that the total of the additional amounts thus guaranteed by the special guarantor Governments will equal the total amount guaranteed by the Governments which are ordinary guarantors only. In the event of a default by the borrowing Government on the service of the loan, the total amount covered by a special guarantee is payable in full; but the sum paid by a special guarantor Government in excess of its liability as an ordinary guarantor is reimbursable, after the service has been met, out of the balance of the amounts collected from the guaranteeing Governments.

Article 10.

1. Subject to the provisions of Article 19 regarding the payment of interest in the event of default, the annual liability which may fall to the charge of any special guarantor Government in respect of all the loans contracted in accordance with the present Convention is limited to a maximum which includes the Government's obligation as an ordinary guarantor and the additional amount covered by its special guarantee. This maximum shall be determined by dividing the sum total of the maximum obligations of all the Governments, as ordinary guarantors, among the special guarantor Governments in proportion to their respective maximum obligations as ordinary guarantors.

2. The said maximum liabilities of the special guarantor Governments shall be notified to them by the Council of the League of Nations as soon as possible. They shall be revised by the Council, in the event of any change in the number of Governments which are ordinary guarantors or of those which are special guarantors, as soon as possible after such change has occurred.

¹ See Introductory Note.

Article 11.

The following Governments may be special guarantors under the present Convention:

- (a) The Governments of permanent Members of the Council of the League of Nations;
- (b) The Governments of other Members of the League which are unanimously invited to become special guarantors by those Governments which themselves are special guarantors.

Such invitation may be given either before or after the entry into force of the Convention.

Acceptance of the obligations of a special guarantor may be intimated at the moment of signature or at that of ratification or at the moment of accession to the Convention, or subsequently by a declaration in writing deposited with the Secretary-General of the League of Nations, who shall notify such acceptance to all the other Members of the League.

Article 12.

The Secretary-General of the League of Nations shall send to the Trustees provided for in Article 13 a certified true copy of each notification of its maximum liability made to a Government in execution of Article 7 or Article 10.

TRUSTEES.

Article 13.

1. Upon the entry into force of the present Convention, the Council of the League of Nations shall appoint five persons to act as Trustees of loans contracted in accordance with the present Convention. The Trustees shall be nationals of the Swiss Confederation and habitually resident in Switzerland.

2. (a) The Trustees shall be appointed for periods of five years. At the end of their term of office, they may be re-appointed for the like or any less period. A Trustee may at any time resign on giving three months' previous notice in writing to the Council of the League of Nations.

(b) The Council of the League of Nations may at any time remove a Trustee.

(c) In the event of a vacancy occurring for any reason in the office of Trustee, the Council of the League of Nations shall without delay appoint another Trustee. If, in his opinion, it is necessary to do so, the Acting President of the Council may appoint a person to act until the vacancy is filled by the Council.

3. (a) The Trustees shall appoint from their number a Chairman and Deputy-Chairman and draw up their rules of procedure subject to the provisions of the present Convention. Except in the case mentioned in Article 16, paragraph 1, meetings shall be convened by the Chairman or, if he is unable to act, by the Deputy-Chairman.

(b) Three Trustees shall constitute a quorum. All decisions may be taken by a majority; in case of equality of votes, the presiding Trustee shall have a casting vote.

(c) The Secretary-General of the League of Nations shall be entitled to be present or be represented at all meetings of the Trustees.

(d) The expenses incurred by the Trustees in executing their functions in connection with any loan and such honoraria for the performance of those functions as may be fixed by the Council of the League of Nations shall be paid by the borrowing Government.

(e) The Council of the League of Nations may advance to the Trustees the amounts referred to in paragraph (d); any sum so advanced shall be repaid to the League by the borrowing Government.

(f) No Trustee shall incur any personal liability in the execution of his functions as Trustee, except for a breach of his duties knowingly and intentionally committed by him.

(g) The Trustees shall report annually to the Council of the League of Nations upon the execution of their functions as Trustees of each loan contracted in accordance with the present Convention; they shall be entitled at any time to bring to the attention of the Council any difficulties experienced by them in performing such functions.

AUTHORISATION OF LOANS.

Article 14.

1. Where the Council of the League of Nations recognises that, in virtue of Articles 1 or 2, a High Contracting Party should receive financial assistance under the present Convention, it shall authorise the Government of such High Contracting Party to issue a loan enjoying the ordinary guarantees and the special guarantees resulting from the present Convention. The Council

may exclude the ordinary guarantee or special guarantee of any Government if, in its opinion, it would not be desirable in the interest of the success of the loan that such ordinary guarantee or special guarantee should attach to the loan.

2. (a) The maximum sum to which the service of the loan may amount in each year shall be fixed by the Council. The sum fixed by the Council shall be expressed in gold francs as defined in Article 26, and, for the purpose of determining the sum to which the service may amount in the currencies in which the loan is actually contracted, those currencies shall be treated as being at the moment of signature of the loan contracts on the legal parity with gold.

(b) The annual sum fixed for the service of the loan in any year shall not exceed the amount which can be covered by special as well as by ordinary guarantees without imposing on any Government a liability in excess of the maximum fixed by the present Convention.

(c) The amount for each year of each Government's liability as an ordinary guarantor shall be determined by dividing the service of the loan among all the guaranteeing Governments in the proportion of their maximum possible annual liabilities as ordinary guarantors under this Convention, as fixed by Article 7. The total amount covered by each special guarantee shall be determined by dividing the said service among the special guarantor Governments in the proportion of their maximum possible annual liabilities as special guarantors as fixed by Article 10. For the purpose, however, of simplifying the application of the special guarantees, the Council, with the consent of the special guarantor Governments whose liabilities are affected, may make minor fractional adjustments of the percentages attributable to the special guarantor Governments to the extent necessary to convert such percentages into convenient whole numbers.

3. For the purpose of the preceding provisions, no account shall be taken of the liability for interest which may result under the provisions of Article 19 from a default by a Government in meeting its obligations as an ordinary or as a special guarantor.

ISSUE OF AUTHORISED LOANS.

Article 15.

1. The Council shall require that the conditions and terms of issue of a loan contracted in accordance with the present Convention, that is to say, *inter alia*, the method of issue, the securities (if any) on which the loan is raised, the issue price, the rate of interest, the amortisation (including any stipulations as to repayment before maturity), the expenses of issue, negotiation and delivery, and the currency or currencies in which the loan is issued, shall be submitted for approval to it or to a person or persons appointed by it for the purpose. As provided in Article 14, paragraph 2, the currency or currencies in which the loan is issued and in which its service is payable shall, for the purpose of determining the maximum to which the service may amount, in every case be treated as being, at the moment of signature of the loan contracts, on the legal parity with gold. The arrangement made by the Council with the borrowing Government in question shall be embodied in a Protocol duly accepted by the latter.

2. The Council may make conditions as to the employment of the proceeds of the loan and the supervision of such employment. These conditions shall be embodied in the Protocol mentioned in paragraph 1.

3. The loan shall not possess the ordinary guarantees and special guarantees resulting from the Convention, unless the contracts relating to it shall have been certified in writing by a person or persons appointed by the Council (such persons, if more than one, acting by a majority if unanimity is not secured) to be in conformity with the decisions of the Council and the Protocol provided for by paragraph 1 above, and the provisions of the present Convention. A signed duplicate of the certificate shall be delivered to the Secretary-General of the League of Nations for communication to the Trustees, together with copies of each contract authenticated by the borrowing Government in sufficient number to enable him to send one to each Trustee.

4. The following provisions shall be obligatory in all cases:

(a) The Trustees appointed under the present Convention, acting as provided therein, shall be Trustees of the loan for all purposes for which Trustees are appointed, and in particular shall make all payments for interest or amortisation due on the loan out of the funds supplied by the borrowing Government or, in the event of its default, by the Governments guaranteeing the loan as special or ordinary guarantors.

(b) Except in the case of short-term credits of a currency not exceeding two years, a reserve shall be constituted in the hands of the Trustees by the direct transfer to them by the issuing houses out of the yield of the loan of an amount sufficient to pay one-half of the annual service of the loan as issued. Any sums drawn from this reserve by the Trustees shall immediately be refunded to them by the borrowing Government.

(c) The borrowing Government shall provide the Trustees with the funds necessary to meet the service of the loan in time of war as well as in time of peace. Such remittances shall be in the hands of the Trustees not later than thirty days before each payment falls due.

DEPOSIT OF BONDS IN RESPECT OF PARTICULAR LOANS.

Article 16.

1. As soon as possible after a contract for the issue of all or part of an authorised loan has been certified in accordance with Article 15, paragraph 3, the Trustees, convened by the Secretary-General of the League of Nations, shall examine the contract and the relevant decisions of the Council and ascertain and notify to the Governments whose guarantees attached to the loan:

- (a) What is the total amount of each payment due in respect of that issue in each year;
- (b) What is the maximum sum for which each Government, whether it be an ordinary or a special guarantor, may be liable as an ordinary guarantor in respect of each such payment;
- (c) What is the maximum sum for which each special guarantor Government may be liable as a special guarantor in respect of each such payment.

The sums mentioned in (b) and (c) shall be determined in the manner provided in Article 14, paragraph 2 (c).

2. Within four months of the receipt of the above notification, each Government, according as it is solely an ordinary guarantor or a special guarantor, shall deposit to the order of the Trustees with such bank or other body as the Council, as soon as the Convention comes into force, or subsequently, may choose, either an "Ordinary Guarantee Bond" in the form given in Appendix I or a "Special Guarantee Bond" in the form given in Appendix II, bearing a separate coupon for each payment for which the Government may be liable in each year. The coupons shall be expressed and be payable in the currency in which payment is due to the bondholders. If the issue is made in more than one currency, separate bonds shall be deposited in respect of the service due in each currency.

3. The coupons of the said bonds shall be payable at an address satisfactory to the Trustees fixed by the Government.

4. The omission to deposit bonds, as provided above, shall in no way affect the obligations of the Governments, whether as ordinary or as special guarantors, or prevent the issue of the loan on the security of the ordinary guarantees and special guarantees which attach to it in virtue of the present Convention.

OPERATION OF THE ORDINARY GUARANTEES AND SPECIAL GUARANTEES IN THE EVENT OF DEFAULT BY THE BORROWING GOVERNMENT.

Article 17.

1. (a) The service of loans contracted in accordance with the present Convention shall always continue to be primarily a charge upon the borrowing Government. The guarantees provided under the Convention shall enter into operation only if, and to the extent to which, the Trustees are neither provided with the necessary funds by the borrowing Government nor able to meet the service out of the reserve constituted in accordance with Article 15, paragraph 4 (b).

(b) In such a case, the Trustees shall call simultaneously on all the guaranteeing Governments, whether they be ordinary or special guarantors. They shall apply the yield of the calls to meet the service of the loan and shall then reimburse to the special guarantor Governments *pro rata* out of the balance of such yield the amounts paid by them in excess of their liabilities as ordinary guarantors. Delay by a guarantor Government in meeting a call is recognised as creating a duty to compensate special guarantor Governments as provided in Articles 19 and 21 for the prejudice caused to them by the resulting delay in the reimbursement of the amounts paid by them in excess of their liability as ordinary guarantors.

(c) All amounts obtained by the Trustees from the guaranteeing Governments, with the exception of the amounts reimbursed as contemplated in paragraph (b) and of amounts paid to them by way of interest under Article 19, shall constitute a debt due, with interest, from the borrowing Government.

(d) The liabilities between Governments which result from the present Convention shall be settled through the intermediary of the Trustees.

2. The principles set out in paragraph 1 shall be applied in accordance with the provisions of Articles 18 to 22 below.

Article 18.

1. In the event of a default by the borrowing Government in providing funds to pay the annual service of an authorised loan, the Trustees shall draw on the reserve constituted

by application of Article 15, paragraph 4 (b), until that reserve is exhausted. They shall at once notify the default to the Governments whose ordinary guarantees or special guarantees attach to the loan. They shall likewise notify any payments into the reserve.

2. If, thirty days before the date at which a payment for interest or amortisation falls due, the Trustees have neither received from the borrowing Government nor possess in the reserve sufficient funds to make the payment, they shall inform each guarantor Government of the amount of the deficiency and the amount for which it will be liable if the deficiency is not made good. If, twenty days before the due date of the payment, the Trustees still are unable to make it in full, they shall present for payment those coupons of the ordinary guarantee and special guarantee bonds which cover the service payment in question. If the deficiency is not total, the Trustees shall reduce *pro rata* the amounts which they call upon the guarantor Governments to pay on the said coupons, and the coupons shall be endorsed accordingly. If a guarantor Government has not yet deposited its bond as required by Article 16, the Trustees shall nevertheless call upon it and it shall be liable to make the payment due from it.

3. The calls which are made by the Trustees upon the ordinary guarantor and special guarantor Governments shall be paid immediately by the said Governments to the Trustees notwithstanding that they may be at war with the borrowing Government or with any country or countries in which a part of the loan has been issued, and notwithstanding that the holders of any or all of the bonds of the series of the loan in the service of which the default has occurred may be subjects of, or resident in, a country or countries with which they are at war.

4. The Trustees shall meet the service of the loan out of the yield of the calls made upon the Governments and shall apply the balance, and their receipts from any calls which are paid at a later date, to reimbursing *pro rata* to the special guarantor Governments the amounts paid by them in excess of their liabilities as ordinary guarantors.

Article 19.

If an ordinary guarantor or special guarantor Government fails to meet in full a call by the Trustees by a date not later than ten days before the interest or amortisation payment in question falls due, the Trustees shall charge the said Government, and the Government shall pay to them, compound interest on the amount in arrears at the rate fixed by Article 21. This charge shall be considered as interest due to those special guarantor Governments which met their obligations by the said date, in consideration of the fact that the delay was calculated to retard payment of the sums reimbursable to them, and the sums received shall be paid over to the said special guarantor Governments in proportion to the amount paid by them in excess of their liabilities as ordinary guarantors.

Article 20.

1. The amount of each default by the borrowing Government in meeting a guaranteed payment due on a loan shall constitute a debt of that Government to the Trustees, bearing compound interest, at the rate mentioned in Article 21, as from the date at which the Government was due to provide the Trustees with the funds necessary for the service of the loan.

2. The payments received by the Trustees from the borrowing Government after it has defaulted in meeting the guaranteed service of its loan shall, if necessary, be applied in the first instance to making good any arrears in the guaranteed service of the loan which have occurred, notwithstanding the ordinary guarantees and special guarantees provided by the present Convention, and, secondly, to reconstituting the reserve provided for by Article 15, paragraph 4 (b). Subject to this provision, any amounts not required for meeting the current service of the loan shall be used to reimburse to the special guarantor and ordinary guarantor Governments, with the appropriate interest, the amounts which they have furnished to meet defaults in the service of the loan and which have not been reimbursed to them. Each Government shall be entitled to be reimbursed the sum paid by it in the capacity of an ordinary guarantor with compound interest at the rate mentioned in Article 21, as from the date of its payment to the Trustees. Each special guarantor Government shall, in addition, be entitled to receive the amount paid in excess of its liability as an ordinary guarantor, together with its share of any interest chargeable to other Governments under Article 19. Priority shall be given to reimbursement to the special guarantor Governments of the amounts paid by them in excess of their liabilities as ordinary guarantors, and the sums due in respect of earlier defaults shall be met in full before any payment is made in respect of later defaults. Subject to the above provisions, the reimbursement shall be effected *pro rata* to the sums due to the various Governments.

3. A reimbursement to the special guarantor Governments effected under paragraph 2 shall cancel *pro rata* the claims of these Governments against other ordinary or special guarantor Governments. The Trustees shall determine what liabilities are extinguished or reduced and notify the Governments concerned.

Article 21.

The compound interest provided for in Articles 19 and 20 shall be calculated half-yearly and shall be at a rate one per cent higher than the rate of interest payable on the guaranteed loan, or, if the loan was issued in several series, on the particular series in the service of which the default occurs.

Article 22.

All questions arising in the execution of Articles 16 to 21 inclusive shall be settled by the Trustees, subject to appeal by any Government concerned to the Council of the League of Nations, whose decision shall be final. The appeal to the Council shall not suspend the execution of the Trustees' decision.

GUARANTEE OF STATES NOT MEMBERS OF THE LEAGUE OF NATIONS.

Article 23.

The Council of the League of Nations, with the consent of those Governments which are interested in the particular loan as special guarantors, may accept an offer by a State which is not a Member of the League to participate in guaranteeing the annual service of a particular loan which the Council decides to authorise in application of the present Convention. The acceptance of the offer shall not entail the assumption by any Government, whether as an ordinary or as a special guarantor, of liability to make payments greater than it would have been liable to make if the non-Member State had not agreed to participate.

GENERAL PROVISIONS.

Article 24.

The Trustees shall, if so directed by the Council of the League of Nations, suspend all payments to, or for the benefit of, the Government or inhabitants of a territory to which the financial sanctions provided for in Article 16 of the Covenant have become applicable; the sums retained by the Trustees shall become payable, together with any interest which they may have earned, so soon as the Council shall be of opinion that the maintenance of the said sanctions is no longer justified.

Article 25.

The ordinary or special guarantor Governments undertake to facilitate to the fullest possible extent the issue of loans authorised under the present Convention, both by opening their financial markets to such loans and by abstaining from any measure capable of compromising the efficacy of the financial assistance provided for by the present Convention.

Article 26.

For the purposes of the present Convention, the gold franc shall mean a monetary value equivalent to 0.322581 gramme or 4.97818 grains of gold nine-tenths fine.

Article 27.

Any dispute as to the interpretation or as to the method of application of the present Convention shall be settled by a decision of the Council of the League of Nations.

Article 28.

1. Decisions of the Council under Articles 1 or 2 shall be taken by the unanimous vote of the Members represented at the meeting, the votes of representatives of the parties to the dispute not being counted in determining such unanimity.

2. All other decisions taken by the Council in virtue of the present Convention shall be taken by a simple majority vote of the Members represented at the meeting, the votes of the representatives of the parties to the dispute not being counted.

3. A Member of the League which is not a Member of the Council cannot claim to sit on the Council, when the latter discusses questions arising under the present Convention, in virtue solely of the fact that it is an ordinary guarantor or special guarantor under the present Convention.

Article 29.

The provisions of the present Convention may not be interpreted as affecting the rights and obligations of the High Contracting Parties under the provisions of Article 16 of the Covenant.

FINAL PROVISIONS.

Article 30.

1. The present Convention, of which the French and English texts shall both be authentic, shall bear to-day's date; it may, until, be signed on behalf of any Member of the League of Nations.

2. The present Convention shall be ratified. The instruments of ratification shall be transmitted to the Secretary-General of the League of Nations, who shall notify their receipt to all the Members of the League.

Article 31.

After the date mentioned in Article 30, paragraph 1, the present Convention may be acceded to on behalf of any Member of the League of Nations. The instruments of accession shall be transmitted to the Secretary-General of the League of Nations, who shall notify their receipt to all the Members of the League.

Article 32.

It shall be a condition of the entry into force of the present Convention that the ratifications or accessions which it has received shall have resulted in causing a sum of not less than (50 million)¹ gold francs, for the annual service of loans, to be covered by ordinary guarantees and also by the special guarantees of not less than three Governments.

Article 33.

1. The present Convention shall enter into force ninety days after the date on which the conditions set out in Articles 32 and 35 are satisfied.

2. The Secretary-General shall make the calculations necessary for the purpose of Article 32. He shall notify the entry into force of the Convention to all the Members of the League.

3. In the case of a Member of the League of Nations on whose behalf a ratification or accession is subsequently deposited, the Convention shall take effect on the day on which the instrument of ratification or accession is deposited with the Secretary-General of the League of Nations.

4. The total maximum amount covered by ordinary guarantees in accordance with Article 7 on the date of entry into force of the Convention, and any subsequent increase in that amount resulting from a new ratification or accession, shall be notified to all the Members of the League by the Secretary-General.

Article 34.

Subject to the conditions laid down in Article 35, the following provisions shall apply:

1. The present Convention shall be concluded for a period continuing until the end of the year (1945).¹

2. It shall continue in force for further successive periods of five years as between such High Contracting Parties as do not denounce it at least two years before the expiration of the current period.

3. Denunciation shall be effected by a written notification deposited with the Secretary-General of the League of Nations, who shall notify its receipt to all the Members of the League. A denunciation may relate merely to the guarantee of the Government of a particular territory of the High Contracting Party.

4. Notwithstanding the provisions of paragraph 2, the Convention shall cease to be in force, so far as it relates to the authorisation of new loans, at the end of the original period for which it is concluded, or of any successive period for which it continues in force, if at that date, as a result of denunciations, or of the operation of paragraph 7 below, the annual sum to which the ordinary guarantees amount is less than (50 million)¹ gold francs or the number of special guarantor Governments has fallen below three.

5. The obligations of any Government in respect of loans already authorised in virtue of the present Convention shall not be affected by denunciation of the Convention, or by its ceasing to be in force, so far as it relates to the authorisation of new loans, under the provisions of paragraph 4 above or of Article 35.

6. If the ratifications or accessions necessary to bring the present Convention into force have not been received before the end of the year 1935, the Council of the League of Nations shall convene a conference to examine the situation.

7. Withdrawal from the League of Nations shall, on the date on which it becomes effective, terminate all the rights and obligations of the Government concerned under the present Convention, except such obligations as already rest upon it in consequence of the previous authorisation of a loan in application of the Convention.

¹ See Introductory Note.

Article 35.

The entry into force of the present Convention, and its maintenance in force as regards the authorisation of new loans, shall be conditional upon the entry into force and maintenance in force of the plans for the reduction of armaments adopted by the General Conference on Disarmament in execution of Article 8 of the Covenant of the League of Nations.

Notwithstanding the provisions of Articles 1, 2 and 14, if, after the expiration of one year from the entry into force of the aforesaid plans, a High Contracting Party is not acting in conformity with his obligations under such plans, he shall not benefit by the financial assistance provided for by the present Convention.

Article 36.

The present Convention shall be registered by the Secretary-General of the League of Nations on the date of its entry into force.

IN FAITH WHEREOF, the above-mentioned plenipotentiaries have signed the present Convention.

DONE at the day of one thousand nine hundred and in a single copy, which shall be kept in the archives of the Secretariat of the League of Nations, and of which certified true copies shall be delivered to all the Members of the League.

Appendix I.

Form of Ordinary Guarantee Bond.

LOAN OF THE GOVERNMENT OF
guaranteed in virtue of the Convention for Financial Assistance made at
on
Issue of (state particulars of issue)

ORDINARY GUARANTEE BOND OF THE GOVERNMENT OF

WHEREAS, subject to the provisions of the above-named Convention for Financial Assistance, the Government of (name of guarantor Government) is an ordinary guarantor of loans authorised and contracted in accordance therewith;

AND WHEREAS the Trustees provided for in the said Convention have certified to the said Government that the Government of (name of borrowing Government) has concluded a contract, which has been duly approved and certified as required by the said Convention, for the issue of (state particulars of issue) being part (the whole) of a loan authorised by the Council of the League of Nations in virtue of the said Convention and enjoying the ordinary guarantee of the Government of (name of guarantor Government)

AND WHEREAS the aforementioned Trustees have certified to the Government of (name of guarantor Government) that (a) the total amount of each payment due in respect of the issue provided for by the aforementioned contract, and (b) the maximum sum for which the Government of (name of guarantor Government) may be liable as an ordinary guarantor in respect of each such payment are respectively the sums set out in columns A and B of Parts I and II of the Schedule reproduced below:

NOW THEREFORE the Government of (name of guarantor Government) hereby acknowledges that it has guaranteed each of the said payments to the extent of its liability as an ordinary guarantor as stated in the said Schedule; and on presentation by or on behalf of the aforementioned Trustees of any of the coupons attached to the present Bond at (state place for presentation) in accordance with the provisions of the Convention, it will forthwith pay to the bearer or as the Trustees may direct, in (insert currency in which the issue is made), the sum, not exceeding the maximum payable thereon, which is certified by the Trustees to be due on the coupon to make good a deficit in the funds provided for making the payment to which the coupon relates.

Schedule of Interest and Amortisation Payments and of the corresponding maximum liabilities resulting from the ordinary guarantee of the Government of.....

Part I. — Interest Payments.

Date at which interest payment is due.	A Total amount of payment.	B Maximum liability of the Government of as an ordinary guarantor.
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Part II. — Amortisation Payments.

Date at which amortisation payment is due.	A Total amount of payment.	B Maximum liability of the Government of as an ordinary guarantor.
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Date (Signed)

Form of Interest Coupon attached to Ordinary Guarantee Bond.

LOAN OF THE GOVERNMENT OF
guaranteed in virtue of the Convention for Financial Assistance made at
on
Issue of (state particulars of issue)

COUPON for the sum payable by the Government of
as an ordinary guarantor in respect of the instalment of interest due on the
(date of interest payment)

On presentation of this coupon on or after the twentieth day preceding the
(date when interest instalment is due) at
(place for presentation) by or on behalf of the Trustees provided for
in the above-named Convention, the Government of (name of
guarantor Government) will pay to the bearer, or as otherwise directed
by the Trustees, in (insert currency of loan issue)
the sum, not exceeding (amount of the Government's maximum
liability as an ordinary guarantor) which is certified below to have
become payable on this coupon.

(Signed)

Certificate of Trustees.

We certify that the sum of has become payable on this coupon
to make good a deficit of, in the funds provided for making the
interest payment to which this coupon relates.

Date (Signed)

Form of Amortisation Coupon attached to Ordinary Guarantee Bond.

LOAN OF THE GOVERNMENT OF
guaranteed in virtue of the Convention for Financial Assistance made at
on
Issue of (state particulars of issue)

COUPON for the sum payable by the Government of as an ordinary
guarantor in respect of the amortisation payment due on the (date of
amortisation payment)

On presentation of this coupon on or after the twentieth day preceding the
(date of amortisation payment) at (place
for presentation) by or on behalf of the Trustees provided for in the
above-named Convention, the Government of (name of guarantor
Government) will pay to the bearer, or as otherwise directed
by the Trustees, in (insert currency of loan issue)
the sum, not exceeding (amount of the Government's maximum
liability as an ordinary guarantor), which is certified below to have
become payable on this coupon.

(Signed)

Certificate of Trustees.

We certify that the sum of has become payable on this coupon
to make good a deficit of in the funds provided for making the
amortisation payment to which this coupon relates.

Date (Signed)

Appendix II.

Form of Special Guarantee Bond.

LOAN OF THE GOVERNMENT OF
guaranteed in virtue of the Convention for Financial Assistance made at
on
Issue of (state particulars of issue)

SPECIAL GUARANTEE BOND OF THE GOVERNMENT OF

WHEREAS, subject to the provisions of the above-named Convention for Financial Assistance,
the Government of (name of guarantor Government)
is a special guarantor of loans authorised and contracted in accordance therewith;

AND WHEREAS the Trustees provided for in the said Convention have certified to the said Government that the Government of _____ (name of borrowing Government) _____ has concluded a contract, which has been duly approved and certified as required by the said Convention, for the issue of _____ (state particulars of issue) _____ being part (the whole) of a loan authorised by the Council of the League of Nations in virtue of the said Convention and enjoying the special guarantee of the Government of _____ (name of guarantor Government) _____

AND WHEREAS the aforementioned Trustees have certified to the Government of _____ (name of guarantor Government) _____ that (a) the total amount of each payment due in respect of the issue provided for by the aforementioned contract, and (b) the maximum sum for which the Government of _____ (name of guarantor Government) _____ may be liable as an ordinary guarantor in respect of each such payment, and (c) the maximum sum for which the said Government may be liable as a special guarantor in respect of each such payment, are respectively the sums set out in columns A, B and C of Parts I and II of the Schedule reproduced below:

NOW THEREFORE the Government of _____ (name of guarantor Government) _____ hereby acknowledges that it has guaranteed each of the said payments to the extent of its liability as a special guarantor as stated in the said Schedule; and on presentation, by or on behalf of the aforementioned Trustees, of any of the coupons attached to the present Bond at _____ (state place for presentation) _____ in accordance with the provisions of the Convention, it will forthwith pay to the bearer or as the Trustees may direct, in _____ (insert currency in which the issue is made) _____, the sum, not exceeding the maximum payable thereon, which is certified by the Trustees to be due on the coupon to make good a deficit in the funds provided for making the payment to which the coupon relates.

Schedule of Interest and Amortisation Payments and of the corresponding maximum liabilities resulting from the special guarantee of the Government of _____

Part I. — Interest Payments.

Date at which interest payment is due.	A Total amount of payment.	B Maximum liability of the Government of _____ as an ordinary guarantor.	C Maximum liability of the Government of _____ as a special guarantor (i.e., liability as an ordinary guarantor, plus additional sum simultaneously guaranteed.)
_____	_____	_____	_____

Part II. — Amortisation Payments.

Date at which amortisation payment is due.	A Total amount of payment.	B Maximum liability of the Government of _____ as an ordinary guarantor.	C Maximum liability of the Government of _____ as a special guarantor (i.e., liability as an ordinary guarantor, plus additional sum simultaneously guaranteed).
_____	_____	_____	_____

Date _____ (Signed) _____

Form of Interest Coupon attached to Special Guarantee Bond.

LOAN OF THE GOVERNMENT OF
guaranteed in virtue of the Convention for Financial Assistance made at
on

Issue of (state particulars of issue)

COUPON for the sum payable by the Government of
as a special guarantor in respect of the instalment of interest due on the
(date of interest payment)

On presentation of this coupon on or after the twentieth day preceding the
(date when interest instalment is due) at
(place for presentation) by or on behalf of the Trustees provided for
in the above-named Convention, the Government of (name of
guarantor Government) will pay to the bearer, or as otherwise directed
by the Trustees, in (insert currency of loan issue)
the sum, not exceeding (amount of the Government's maximum
liability as a special guarantor), which is certified below to have
become payable on this coupon.

(Signed)

Certificate of Trustees.

We certify that the sum of of which
is due from the Government of (name of guarantor Government)
..... as an ordinary guarantor, and the balance, *i.e.*,
constitutes the additional sum simultaneously guaranteed, has become payable on this coupon
to make good a deficit of in the funds provided for making the
interest payment to which this coupon relates.

Date (Signed)

Form of Amortisation Coupon attached to Special Guarantee Bond.

LOAN OF THE GOVERNMENT OF
guaranteed in virtue of the Convention for Financial Assistance made at
on

Issue of (state particulars of issue)

COUPON for the sum payable by the Government of as a special
guarantor in respect of the amortisation payment due on the (date of
amortisation payment)

On presentation of this coupon on or after the twentieth day preceding the
(date of amortisation payment) at (place
of presentation) by or on behalf of the Trustees provided for in the
above-named Convention, the Government of (name of guarantor
Government) will pay to the bearer, or as otherwise directed
by the Trustees, in (insert currency of loan issue)
the sum, not exceeding (amount of the Government's maximum
liability as a special guarantor), which is certified below to have
become payable on this coupon.

(Signed)

Certificate of Trustees.

We certify that the sum of of which
is due from the Government of (name of guarantor Government)
..... as an ordinary guarantor, and the balance, *i.e.*,
constitutes the additional sum simultaneously guaranteed, has become payable on this coupon
to make good a deficit of in the funds provided for making the amorti-
sation payment to which this coupon relates.

Date (Signed)

**Communications affecting the Working of the League of Nations at Times
of Emergency: Facilities to be granted to Aircraft.**

C.A.S. 84.
[C.P.D. 187.]

ANNEX XVII.

**LETTER FROM THE SECRETARY-GENERAL OF THE INTERNATIONAL
COMMISSION FOR AIR NAVIGATION TO THE CHAIRMAN OF THE
ADVISORY AND TECHNICAL COMMITTEE FOR COMMUNICATIONS
AND TRANSIT.**

[*Translation.*]

Paris, December 18th, 1929.

In reply to your letter 9A/773/491 of October 14th, 1929, I have the honour to inform you that, at its sessions in June and December 1929, the International Commission for Air Navigation adopted the whole of the attached provisions,¹ which seemed to it to ensure at all times the requisite facilities for air communications affecting the working of the League of Nations, while giving the various States the guarantees necessary for their security.

If this text were inserted in the Convention on Aerial Navigation of October 13th, 1919—and that would seem to be the most practical procedure as regards States which are contracting parties to the Convention—it would, of course, be understood that measures would have to be taken so that the provisions contemplated might also be observed by States Members of the League which are not parties to that Convention.

The International Commission for Air Navigation did not think it necessary to define the "times of crisis" or "crisis" referred to in the attached text; moreover, in view of League procedure, it did not think any difficulties could arise from the absence of such definition.

(Signed) Albert ROPER,
Secretary-general.

Appendix.

**DRAFT TEXT TO BE INSERTED IN THE CONVENTION ON AERIAL NAVIGATION
OF OCTOBER 13TH, 1919.**

CHAPTER ..

[*Translation.*]

**AIRCRAFT INTENDED TO ENSURE COMMUNICATIONS OF IMPORTANCE TO THE
WORKING OF THE LEAGUE OF NATIONS.**

The High Contracting Parties,
Desiring to facilitate at all times and particularly in times of emergency, communications
by aircraft of importance to the working of the League of Nations,
Have agreed to the following provisions:

Article I.

Aircraft permanently or temporarily employed in transporting the officials or correspondence
of the League of Nations or in transporting League delegations or the correspondence of such

¹ See Appendix.

delegations shall be deemed to be aircraft ensuring air communications of importance to the working of the League of Nations.

Article II.

The aircraft referred to in the preceding article shall enjoy all the rights accorded to the State aircraft of the contracting States other than the military, Customs or police aircraft referred to in the last paragraph of Article 30 of the present Convention.

Article III.

If, in order to ensure air communications of importance to its working, the League of Nations utilises aircraft belonging to the League, such aircraft shall be registered with the Secretariat of the League of Nations under the conditions prescribed by the present Convention for the registration of aircraft belonging to the contracting States.

If, for this purpose, the League of Nations utilises aircraft registered in a State and placed temporarily at its service, such aircraft shall also be registered with the Secretariat of the League of Nations, the technical particulars required being replaced by a reference to the official register of the State in which each aircraft is registered.

Copies of registrations and of cancellations of registrations shall be immediately communicated to all contracting States and to the International Commission for Air Navigation.

Article IV.

Save for any special provisions in the present Convention, the aircraft bearing the marks prescribed in Annex A indicating that they are employed in the service of the League shall be subject to all the stipulations of the Convention.

Nevertheless, in the case of aircraft utilised by the League and not registered in any State, the certificates of airworthiness, the certificates and licences of the crew and all other documents prescribed may be issued or made executory by any State in accordance with its laws.

Further, in the case of aircraft registered in a State which is not a contracting party, these documents shall be issued or made executory in accordance with the laws of that State.

Article V.

In order to ensure communications of importance to the working of the League in times of crisis, the High Contracting Parties undertake to grant to the aircraft referred to in Article I above the fullest freedom of navigation, without subjecting them to any exceptional and temporary restrictions that may be applied to air navigation, provided always, that the normal routes to be followed, the rules to be observed and any departures from these routes and rules have been previously agreed to by the Secretary-General of the League of Nations and the respective High Contracting Parties.

In arriving at these agreements, the High Contracting Parties undertake to grant the fullest possible facilities as regards both control and the routes to be followed.

The Secretary-General will endeavour, in due time and by appropriate means, to inform States whose territory is flown over of the identification marks of the aircraft which are to fly over such States, the route contemplated and the persons on board. The crew and the persons carried shall be provided with documents certifying their status and their mission.

These agreements shall further prescribe the conditions under which States whose territory is flown over shall furnish assistance to aircraft in difficulties and to the persons on board, with a view to ensuring the continuation of the air transport for the accomplishment of their mission.

Article VI.

Notwithstanding the provisions of Article V, any State may refuse to allow its territory to be flown over by aircraft registered in a State with which it has a crisis, but in such case it shall take all measures to ensure, with the utmost rapidity, the continuation of the air transport according to the procedure laid down in the agreements referred to in Article V.

ANNEX TO THE CONVENTION.

(To be inserted in Annex A.)

1. The provisions already adopted by the International Commission for Air Navigation in its Resolution No. 431 (*Official Bulletin*, No. 14, page 24), namely:

“National aircraft effecting transport for the League of Nations at times of emergency shall be identified by the inscription under the normal nationality and registration marks, of a black horizontal stripe, easily effaceable, of the thickness of the letters constituting these marks and completely underlining them.”

2. Provisions which are now being studied by the International Commission for Air Navigation regarding the call signs of national aircraft which effect transport for the League of Nations (the Commission's Resolution No. 469, *Official Bulletin* of the International Commission for Air Navigation, No. 15, page 42).

3. Provisions to be drawn up regarding the marks to be borne by aircraft belonging to the League of Nations.

* * *

The Japanese delegation to the International Commission for Air Navigation has made a reservation concerning the whole of these conclusions.

C.A.S. 92.
[C.P.D. 194.]

ANNEX XVIII.

NOTE, FROM THE CHAIRMAN OF THE
ADVISORY AND TECHNICAL COMMITTEE FOR COMMUNICATIONS AND
TRANSIT.

Geneva, March 21st, 1930.

The Committee has not considered it necessary to examine in detail the proposals submitted by the International Commission for Air Navigation, as these are to be studied by the Committee on Arbitration and Security. It thinks, however, that the attention of the latter should be drawn to the fact that the International Commission for Air Navigation, which was set up by the International Convention of 1919, very naturally drafted its proposals in the form of amendments to the said Convention, and that, if this were the only procedure contemplated, it would offer the serious inconvenience of discriminating between States which were and States which were not parties to the 1919 Convention. It would also delay the application of its provisions and the opening of the necessary negotiations between the Secretary-General of the League and the Governments until the suggested amendments to the 1919 Convention had been put into force.

The Committee believes that it would save time and be more satisfactory if the Assembly adopted a resolution laying down the general rules to be applied by Members of the League, with due regard to their obligations, defining the aircraft to be used for air communications of importance to the working of the League, and enunciating the principles on which negotiations could be opened immediately between the Secretary-General of the League and the Governments.

For the above reasons, the Committee thought it should assist the Committee on Arbitration and Security by redrafting on the above lines the proposals of the International Commission for Air Navigation. The proposed draft resolution of the Assembly must therefore be consistent both with the provisions of the 1919 Convention and with those of conventions in force between States parties to the 1919 Convention and States not parties to that Convention. It is also clear that the adoption by the Assembly of such a draft resolution would not prevent States from subsequently codifying the provisions adopted to facilitate air transport of importance to the League, by inserting the necessary provisions in international conventions dealing with air transport questions.

In these circumstances, the Committee has the honour to communicate to the Committee on Arbitration and Security the following draft Assembly resolution:

“ The Members of the League are under the obligation to facilitate by all means in their power the meeting of the Council in times of emergency and the working of the League in general.

“ The use of air transport may be necessary to enable the League to take rapid action to safeguard the peace.

“ The Assembly therefore considers it important that the Members of the League should, in order to discharge their obligations, grant to aircraft used for air communications of importance for the working of the League all facilities for navigation and passage to enable them to discharge their missions. Such aircraft should enjoy all the rights granted by existing international conventions to Government aircraft other than military, Customs or police aircraft, and should at no time be subject to any exceptional and temporary restrictions that may be imposed on air navigation.

“ The conditions on which the various Governments will grant the facilities mentioned in the previous paragraph shall be laid down in advance by each of the Governments concerned, after consulting the Secretary-General of the League. In particular, the routes to be normally followed by aircraft and the procedure contemplated for notifying the Secretary-General without delay of any changes in such routes should be fixed in advance.

“ The Assembly requests the Secretary-General immediately to open negotiations on this matter and also on the conditions under which the States whose territory is crossed will assist aircraft in difficulties and the persons on board to complete the journey by air and carry out their mission.

“ The Assembly trusts that the Members of the League will grant to aircraft used for communications of importance to the working of the League all facilities in regard both to supervision and to the routes to be followed.

“ Aircraft used for communications of importance to the working of the League, within the meaning of the present resolution, are aircraft permanently or temporarily engaged in conveying League officials or League correspondence or in conveying delegations to the League or their correspondence. Should such aircraft be the property of the League, the Secretary-General shall have them registered in the Secretariat of the League. Should such aircraft be used for communications of importance to the working of the League but be registered in any country and only temporarily placed at the League's disposal, the Secretary-General shall likewise have them registered in the Secretariat of the League. All detailed regulations regarding conditions of registration, the communication of entries and the cancellation of entries, identification marks on aircraft showing that they are on the service of the League, certificates and licences for the crew, and other documents generally required by international conventions, shall be laid down by the Council of the League of Nations after consulting the competent international bodies.

“ Should aircraft used for communications of importance to the working of the League be required to fly over a State, the Secretary-General of the League will endeavour to give that State due notice by suitable means of the identification marks of the aircraft, of the route to be taken and of the persons on board—the crew and the passengers to be provided with documents certifying their status and mission.

“ This resolution is not to be understood as affecting the liberty of any State to prohibit its territory being crossed by aircraft registered in another State when such prohibition appears justified by motives of national safety. In such case, the State in question should do everything to ensure that the journey is completed by air as quickly as possible under conditions to be determined by the negotiations above referred to.

“ The Secretary-General will report to the next Assembly on the steps taken to ensure the execution of this resolution.”

A.11.1930.VII. — *Extract.*

[C.A.S. 106.]

ANNEX XIX.

REPORT BY M. DE CASTRO, DELEGATE OF URUGUAY.

The Chairman of the Advisory and Technical Committee for Communications and Transit has forwarded to the Committee on Arbitration and Security the provisions proposed by the International Air Navigation Commission in order to facilitate aerial communications of importance to the working of the League in times of emergency. The Committee has also received from the Chairman of the Advisory and Technical Committee the observations put forward by the latter on this subject.

The Committee on Arbitration and Security agreed with the Advisory and Technical Committee that the provisions to be considered in order to facilitate aerial communications of importance to the working of the League should be embodied in an Assembly resolution, which would permit of the immediate opening of the necessary negotiations between the Secretary-General and the Governments. It accordingly proposes to the Assembly the adoption of the draft resolution which is attached.

This draft resolution, which takes due account of all the preparatory work done, is therefore compatible both with the principles of the International Convention of 1919 and with those of the conventions existing between the States parties to the 1919 Convention and the States which are not parties to this Convention.

Clearly, the adoption by the Assembly of such a resolution would not preclude States from subsequently codifying provisions adopted to facilitate air transport of importance to the League of Nations by inserting any stipulations they consider advisable in the international conventions dealing with questions of air transport.

DRAFT RESOLUTION CONCERNING THE REGIME APPLICABLE TO AIRCRAFT.

The Assembly:

Recalling that the Members of the League of Nations are under the obligation to facilitate by all means in their power the working of the League;

Considering that the use of air transport may be necessary in times of emergency to enable the League to take rapid action to safeguard the peace;

Adopts the following resolution:

I. It is necessary that the Members of the League, in order to discharge this obligation, should grant to aircraft used for air communications of importance for the working of the League all facilities for navigation and passage to enable them to discharge their missions. Such aircraft should enjoy all the rights granted by existing international conventions to Government aircraft other than military, Customs or police aircraft, and should at no time be subject to any exceptional and temporary restrictions that might be imposed on air navigation.

2. The conditions on which the various Governments will grant the facilities mentioned in the previous paragraph shall be laid down in advance by each of the Governments concerned after consulting the Secretary-General of the League. In particular, the rules and routes to be normally followed by aircraft and the procedure contemplated for notifying the Secretary-General without delay of any changes in such rules and routes should be fixed in advance.

3. Aircraft used for communications of importance to the working of the League shall enjoy all facilities in regard both to supervision and to the routes to be followed.

4. Aircraft used for communications of importance to the working of the League within the meaning of the present resolution are aircraft permanently or temporarily engaged in conveying League correspondence, League officials or persons entrusted by the League with a special mission, or in conveying delegations accredited to the League or their correspondence.

5. The Secretary-General shall keep a list of the aircraft referred to in the foregoing article; he shall communicate this list to all the States Members of the League of Nations, with any modifications which may occur in this list.

In urgent cases these communications would be telegraphed to the States concerned.

6. All detailed regulations regarding conditions of registration, communication of entries and cancellation of entries, identification marks on aircraft showing that they are on the service of the League, certificates and licences for the crew and other documents generally laid down by international conventions shall be laid down by the Council of the League of Nations after consulting the competent bodies. The same shall apply, in cases in which the Council recognises this to be necessary, in regard to all provisions relating to aircraft assigned to the exclusive service of the League and not registered in any State.

7. Should aircraft used for communications of importance to the working of the League be required to fly over a State, the Secretary-General of the League will give that State due notice by suitable means of the identification marks of the aircraft, of the route to be taken and of the composition of the crew, and, whenever possible, will communicate in advance the names of the persons on board—the crew and the passengers to be provided with documents certifying their status and mission.

8. In the event of the aircraft mentioned above being in difficulties, the States whose territory is crossed will assist the crew and persons on board, if possible, to complete the journey by air, and in any case to carry out their mission as quickly as possible.

9. Each State shall retain the right to prohibit the whole or part of its territory being crossed by aircraft registered in another State or manned by a crew of foreign nationality, when such prohibition appears necessary for reasons of national safety. In such case the State in question should do everything to ensure the transfer of the passengers as quickly as possible to an aerodrome or frontier point and the continuation of air transport under conditions to be determined by the negotiations referred to below.

10. With a view to the application of the foregoing provisions, the Secretary-General of the League of Nations will immediately undertake the negotiations which may be necessary with the Governments of the States Members of the League, and will report to the next Assembly on the steps taken to ensure the execution of this resolution.

II. The present resolution should not be regarded as in any way prejudging the question of the advisability of the League of Nations having aircraft of its own at its disposal.

C.A.S. 93.
[C.P.D. 195.]

**Peruvian Proposal concerning the Amendment of Article 18
of the Covenant.**

ANNEX XX.

PROPOSAL BY M. CORNEJO.

Peruvian Legation.

[*Translation.*]

Paris, March 7th, 1930.

I have the honour to submit for examination to the Committee on Arbitration and Security, the addition to Article 18 of the Covenant which I proposed to the Assembly, the Council and the Legal Committee

I consider that this addition should give to States that security which is the purpose of the Committee's work.

The addition is as follows:

“ The Secretariat of the League of Nations may not register any treaty of peace imposed by force as a consequence of a war undertaken in violation of the Pact of Paris. The League of Nations shall consider as null and void any stipulations which it may contain, and shall render every assistance in restoring the *status quo* destroyed by force...”

I should be very grateful if you could take the steps required to comply with my request.

(*Signed*) M. H. CORNEJO.

MINUTES OF THE DRAFTING COMMITTEE
of the Fourth Session
of the Committee on Arbitration and Security.

FIRST MEETING

Held on Friday, May 2nd, 1930, at 4 p.m.

Chairman : M. BENEŠ (Czechoslovakia).

Present : All the members of the Committee.

1. Draft General Convention for Strengthening the Means of preventing War (document C.A.S.95(1)) (Annex V to the Minutes of the Plenary Meetings).

The CHAIRMAN proposed that the Committee should first discuss the different articles and then return to the Preamble. Once general agreement had been obtained, it would be possible to entrust the final drafting of the texts to the Bureau and the Rapporteur.

The first question was that of the transposition of Articles 1 and 2.

The Chairman noted that the Committee agreed to this procedure,

Article 1 (formerly Article 2).

Baron ROLIN JAEQUEMYS (Rapporteur) said that he had prepared a text which was based on the model treaty and which took into account the amendments proposed at the plenary meeting. His draft was as follows :

“ The High Contracting Parties undertake, in the event of a dispute arising between them and being brought before the Council of the League of Nations, to refrain from any measures which might aggravate or extend the dispute.”

M. MASSIGLI (France) urged the necessity of obviating any misunderstanding concerning the scope of the undertaking assumed by the contracting Powers. It should perhaps be specified that they undertook to refrain from any measures which they might think likely to aggravate the dispute. In any case, if the Committee agreed in thinking that the Power concerned was the sole judge, he would not press his point.

General DE MARINIS (Italy) observed that the Locarno Treaty laid down in this case that, once the Council had been seized, the contracting Power not merely obeyed, but also refrained from any measures which might prejudice the Council's recommendations.

Baron ROLIN JAEQUEMYS (Rapporteur) thought that in those circumstances the previous order of the articles might be followed and that the first might stipulate that the Council would take such-and-such measures and the second that the contracting Powers would for their part refrain from any measures which might aggravate the dispute.

Viscount CECIL OF CHELWOOD (British Empire) thought it better to keep to the transposed order of the articles and to make a slight change in the wording of Article 2, so as to keep the fundamental idea at the beginning.

M. SOKAL (Poland) said that, if the question was that of a moral obligation having a general character, there were obvious reasons for putting Article 2 first. If, however, it was the contrary idea that predominated, namely, that of a contractual and concrete obligation, the original order should be adhered to and Article 2 should be completed so as to specify in what sense it was desired that the High Contracting Parties should refrain from action. It was therefore essential to choose first between the two alternative conceptions.

M. TUMEDEI (Italy) observed that Article 2 began by saying : “ In the case provided for in Article 1, the High Contracting Parties undertake . . . ”. Was it necessary for the Council to have prescribed provisional measures before Article 2 could come into operation ? In order to decide this point, it would be necessary to revert to the origins of the provisions appearing in Article 19 of the Locarno Treaty. According to Article 19, the Governments concerned undertook to refrain from all measures likely to have a prejudicial effect on the execution of the decision proposed by the Conciliation Commission or by the Council. The obligation to refrain from any action likely to aggravate the dispute was in relationship with the provisional measures taken by the Council.

M. MASSIGLI (France) wondered whether the question which formed the subject of Articles 1 and 2 was not settled for the Members of the League who might adhere to the General Act of Arbitration. He read paragraphs 1 and 3 of Article 33 of the General Act. Care should be taken to avoid saying the same thing twice over, and it was the League's policy to extend the General Act of Arbitration ; Articles 1 and 2 were therefore perhaps useless.

Viscount CECIL OF CHELWOOD (British Empire) thought that the suppression of these articles would perhaps be too easy a solution. Personally, he had thought of striking out Article 2 and converting it into the second sentence of Article 1, which would then have read : "The High Contracting Parties undertake . . . to refrain from any measures which the Council may consider likely to aggravate or extend the dispute". Article 33 of the General Act had not mentioned the Council, it merely prescribed the nomination of a Conciliation Commission. It would be a mistake to give up the League machinery.

M. TUMEDEI (Italy) reminded Lord Cecil that the first version of Article 33 had referred to the powers of the Council, but it had been held that these powers derived from Article 11 of the Covenant and that it would be wiser to make no mention of them, as the Council possessed them in any case under a fundamental Convention.

M. ITO (Japan) favoured the proposal to define Article 2 by converting it into the second paragraph of Article 1.

Baron ROLIN JAEQUEMYS (Rapporteur) observed that the last two words of Article 2, as they stood, reproduced the terms of Article 33 of the General Act and of Article 19 of the Locarno Treaty.

M. RUTGERS (Netherlands) thought that it would be wiser not to define Article 2 too closely. The Council had intentionally not been given full powers, for the reason that the exercise of control was impossible and that only the obligation laid down in the Locarno Treaty had been retained.

M. TUMEDEI (Italy) asked why it was proposed to keep in the draft text appearing in the revised synoptic table (document C.A.S.95 (1)) (Annex V to the Minutes of the Plenary Meetings) the following words at the end of Article 1, which read : " . . . relating to the substance of the dispute and designed to prevent any measures being taken by the parties which might have a prejudicial effect on the execution of an arrangement to be proposed by the Council ". One party might exploit the position by refusing to apply one measure or another because it refused to agree that that measure related to the actual subject of the dispute. Article 19 of the Locarno Treaty, which was the origin of the present text, employed a different formula. It spoke of " suitable provisional measures ". It then laid down the undertaking by the parties concerned not to commit other acts which might prejudice the Council's recommendations. Furthermore, the present text raised a difficulty in that, so long as the Council had taken no steps, it was impossible to say what measures would be likely to prejudice their execution. M. Tumedei therefore proposed to adopt the phrase " suitable provisional measures ".

Viscount CECIL OF CHELWOOD (British Empire) was averse from any proposal to confer new powers on the Council. If such new powers exceeded the limits of the Covenant, the result would probably be to create insuperable difficulties.

M. MASSIGLI (France) pointed out that the Locarno Treaty formed part of a complete system, the violation of which brought into operation more particularly the sanctions contained in the Rhineland Pact. For his part, he did not wish to appear to be interpreting Article 19 of the Locarno Conventions ; he preferred to keep within the precise limits laid down by Lord Cecil. The question had been raised at one of the plenary meetings whether civil or military measures were involved in Articles 1 and 2. It was a matter of some importance to do away with all ambiguity, for if there were any question of military measures, certain difficulties would arise in connection, for example, with control. He thought it should be specified that the only measures contemplated were conservatory and non-military in character.

Dr. GÖPPERT (Germany) thought, like M. Massigli, that the text should be kept in its present form and that it should be specified that the measures in question were civil measures.

The CHAIRMAN considered that the Committee should now decide first whether the deletion proposed by M. Tumedei in consequence of the question of substance put by M. Rutgers should be adopted.

M. RUTGERS (Netherlands) thought that the conferring of unlimited powers on the Council for the purpose of obviating all possible doubt was a somewhat summary course. Further, it must inevitably be specified that the question was that of recommendations made by the Council relating to the actual subject of the dispute. Lord Cecil's proposal conferred unlimited competence on the Council and raised the question of control.

Baron ROLIN JAEQUEMYS (Belgium) thought that the British proposal for a new Article 2 (a) must be taken into consideration. The text arrived at would be the following :

" The High Contracting Parties undertake, in the event of a dispute arising between them and being brought before the Council of the League of Nations, to accept and apply such conservatory measures relating to the subject of the dispute as the Council acting in the exercise of its powers under the first paragraph of Article 11 of the Covenant may recommend with a view to preventing the aggravation of the dispute."

M. MASSIGLI (France) feared that, with its general terms, this article covered both military and non-military measures. As there could be no question of control, he repeated that it should be clearly understood that the case was solely that of conservatory measures of a non-military character.

Baron ROLIN JAEQUEMYS (Rapporteur) replied that this question was reserved, owing to the Swiss amendment which dealt with military measures. He would, moreover, be in favour of making the stipulations of Article 5 apply to Article 1 and of providing for supervision in accordance with the terms of the decision taken by the Council in 1927.

Viscount CECIL OF CHELWOOD (British Empire) entirely agreed with M. Massigli in thinking that Article 1 related to non-military measures and that Articles 3 and 4 related to military measures. There was a clear distinction between a case in which there had been no rupture and a case in which the peace had been decisively disturbed. So long as no hostile acts had been committed, it was unnecessary to insist that the Council should intervene and take measures which might have vital importance.

M. ITO (Japan) thought that the text proposed by Baron Rolin Jaquemyns unduly restricted Article 1 owing to the reference to paragraph 1 of Article 11 of the Covenant.

The CHAIRMAN added that Baron Rolin Jaquemyns's draft did not show what was to be done with Article 2.

Baron ROLIN JAEQUEMYS (Rapporteur) replied that he proposed to strike out Article 2. As to M. Massigli's proposal, it would be very difficult to accept a wording specifying that the measures were civil measures. It was possible that the scope of the articles was somewhat restricted by referring only to conservatory measures, whereas the first paragraph of Article 11 of the Covenant said the League of Nations "shall take any action that may be deemed wise and effectual to safeguard the peace of the nations". The phrase "conservatory measures" was therefore preferable to the term "civil measures", which was too difficult to define. Further, the British proposal for Article 2 (a) referred to "a threat of hostilities". Baron Rolin Jaquemyns had kept this term with the object of introducing it into Article 3, where it belonged. In the case contemplated by Article 1, the question was so far only one of a simple dispute.

M. MASSIGLI (France) observed that the aim was to facilitate action by the Council in the case of a threat of war as contemplated in Article 11 of the Covenant. In preparing a general text, the Committee would inevitably be led to consider the intervention of supervisory bodies, and in this way provision would appear to be made for control, even when non-military measures were under consideration, which would further disquiet the Powers that were averse from control. It was to avoid that difficulty that M. Massigli proposed to reserve a special article for the non-military measures and to deal with the military measures in Article 3. In this way, the main obstacle to supervision would be eliminated, and it would be easier to obtain the consent of the parties concerned to relinquish their right of voting in the Council.

Baron ROLIN JAEQUEMYS (Rapporteur) proposed to complete his text in order to make it clear that the measures were measures of a non-military kind and related to the subject of the dispute.

The CHAIRMAN read Baron Rolin Jaquemyns's proposal which ran as follows:

"The High Contracting Parties undertake, in the event of a dispute arising between them and being brought before the Council of the League of Nations, to accept and apply the conservatory measures of a non-military nature relating to the substance of the dispute which the Council, acting according to the powers conferred on it by the Covenant of the League of Nations, may recommend with a view to preventing the aggravation of the dispute."

M. MASSIGLI (France) accepted this draft and withdrew the text which he had prepared.
The above text, to become the provisional text of Article 1, was adopted at the first reading.

Article 2.

The CHAIRMAN reminded the Committee that it had been proposed to suppress this article.

Dr. GÖPPERT (Germany) wondered whether the article should be abandoned entirely. Would there not be some advantage in having under this article undertakings which went further than those contained in the preceding article? The contracting Powers would undertake to take no measure that might aggravate the dispute, even if that measure were not covered by the Council's recommendation.

General DE MARINIS (Italy) recalled that this had been an Italian proposal, but one which had been made prior to the new wording of Article 1, which was perfectly satisfactory.

Dr. GÖPPERT (Germany) did not press his point.

It was agreed to delete Article 2.

The CHAIRMAN reminded the Committee that the Netherlands delegation had considered that it should be stipulated that in the case covered by Article 1 the Council's recommendations should have only a limited effect in time, for instance three months, and that a special decision of the Council for the renewal of the recommendation would be required if it were to be continued in force. Personally, he considered that it would be better not to fix any time-limit.

M. RUTGERS (Netherlands) said that he would not press his proposal.

Article 2 (formerly Article 3).

The CHAIRMAN referred to the various proposals made at the plenary meeting. The French delegation had submitted a new draft wording for Articles A, B and C, which read as follows :

“ *Article A.* — In the cases mentioned in Article 11, paragraph 1, of the Covenant of the League of Nations, and without prejudice to the application of Article 16 of the Covenant, the High Contracting Parties undertake to comply with the measures which the Council may prescribe with a view to :

“ (a) The withdrawal of forces having penetrated into the territory of another State, or into a zone demilitarised in virtue of international treaties ;

“ (b) The withdrawal of naval forces beyond certain geographical limits which will be fixed by the Council for this purpose, the naval forces of the two parties, however, retaining full liberty of movement beyond these limits, which must allow of the necessary communications being maintained between the various territories under the authority of each party ;

“ (c) The prohibition of military or civil aircraft of the High Contracting Parties concerned to fly over frontiers on or near which the Council shall think fit to take such measures.

“ If, on the frontier concerned, there is no zone demilitarised in virtue of international treaties, the High Contracting Parties further undertake to comply with any other measures which the Council may prescribe to prevent contact between the land or air forces, provided this does not involve the withdrawal of these forces further back than the exterior limits of the defence organisations of any kind existing on the frontiers of the High Contracting Parties concerned at the time when the Council of the League takes these measures.

“ *Article B* (former Article 4). — The execution of the undertakings mentioned in Article A may be delayed until the arrival on the spot of Commissioners with instructions from the Council of the League of Nations to supervise the observance of the measures it has prescribed. The High Contracting Parties undertake to grant these Commissioners all facilities for the performance of their task, whether on land or on board their respective naval forces.

“ The rules to be followed for the composition and working of Commissions of Control shall be embodied in executive regulations which shall be prepared by the competent organs of the League of Nations, so as to enter into force at the same time as the present Convention.

“ *Article C* (new). — Any violation of the measures prescribed in Article A which is noted by the Commissioners mentioned in Article B, and continues in spite of the latter's injunctions, shall be treated by the High Contracting Parties as a flagrant act of aggression and shall involve the immediate application of Article 16 of the Covenant of the League of Nations.”

M. MASSIGLI (France) said that the French delegation had been guided by certain very simple ideas. The supervision of the military measures of order being, in its opinion, a fundamental principle, the delegation had considered it necessary to limit the measures to be taken to cases in which the question of supervision did not arouse any fundamental difficulties. He considered that they would have to examine two cases, that in which hostile acts had been committed and that in which, without any hostile act having been committed, it was nevertheless necessary to prevent contact between the ultimate opponents. In the first case, it was laid down that the troops which had penetrated into the territory of another country should be withdrawn, and, in the second case, that a zone in which all contact was impossible should be set up. As soon as the Council issued an injunction, the army forces would be withdrawn, the naval forces would be placed behind the geographical limits fixed by the Council, and the air forces would be forbidden to cross the frontiers. Where demilitarised zones existed, this sufficed to obviate any dangerous contact. Otherwise, it would be desirable for the Council to be able to enjoin the withdrawal of the opposing forces on both sides of the frontier. Certain further precautions were also indispensable in this case. It was impossible, for instance, to ask a State to accept a formula which carried with it the possible obligation to evacuate a system of fortifications belonging to that State. For this reason, the last paragraph of Article A stipulated that the High Contracting Parties would comply with any other measures which the Council might prescribe to prevent contact, provided that the result was not a withdrawal further back than the exterior limits of the defensive organisation of all kinds.

Viscount CECIL OF CHELWOOD (British Empire) was unable to give his opinion without full consideration of the problems raised by the French proposals. According to the former wording of Article 3, when peace had been actually broken, the danger of war was so grave that provision

was made for the possibility of asking the parties concerned to assent to the orders of the Council. The text before the Committee would raise many difficulties. Suppose, for instance, that six great countries were concerned in threats of hostilities. They were represented on the Council, which would be empowered to decide, quite apart from them, whether or no hostile acts had been committed up to that time. There was here a conception, the consequences of which might be very alarming. On the other hand, if the Council's powers were determined in a hard and fast manner, there would be a danger of its being inferred implicitly that the contracting parties would not be bound to accept any other orders which were not expressly mentioned in the text. Viscount Cecil wondered whether, in the endeavour to strengthen the powers of the Council, more harm might not be done than good by deciding on a dangerous expansion, which would arouse grave apprehensions, and whether the actual effect would not be to nullify the bearing of Article 11 of the Covenant. As to the reservation at the end of Article A, saying that the Council could not give orders which might jeopardise the country's defence, it should apply to the entire article and have a general bearing.

However that might be, the document contained new and bold ideas which would require lengthy reflection.

As to Articles B and C, Lord Cecil would wait until M. Massigli had explained them, but even now he saw still more serious difficulties in them than in Article A.

M. MASSIGLI (France) understood that Lord Cecil was anxious not to diminish the powers of the Council; but there was no question of that. It was quite understood that, in the cases contemplated by Article 11, the Council reserved its full power to make recommendations, which, in point of fact, would, in the majority of cases, be of an imperative character.

Article B raised the question of supervision.

M. Massigli had attempted to present this question in the most moderate terms possible by pointing out that the execution of the measures prescribed ought only to be obligatory from the time when the Commissioners of the League arrived on the spot. The text, of course, laid down the actual principle of supervision, but it resulted from the preceding article that in practice there was no question of indefinite supervision, but, quite the contrary, of a supervision the aim of which was strictly limited in time and space. That was the minimum that could be contemplated in view of the gravity of the undertakings asked of the contracting parties. A Power that obeyed the Council had the right to wish to be assured, by means of the supervision that would be set on foot, that the decisions prescribed by the Council would be carried out both by it and by the other Power.

Article C covered the extremely serious case which might arise once the two parties who were in danger of quarrelling had been separated. If one of these parties infringed the provisions defined in Article A, the Commissioners of the League would report the fact. If, however, the violation was maintained, and if the Commissioners established the fact, there would be justification for thinking that the contravening party had graver intentions in mind, and for considering that its attitude justified the application of Article 16 of the Covenant. Otherwise, if a State could regard the Council's recommendations as null and void with impunity, by what right could the other party be required to refrain on his side from any measures that he might consider indispensable?

VISCOUNT CECIL OF CHELWOOD (British Empire) greatly feared the danger of so absolute a rule, the result of which would be that the parties concerned would refuse to take any measure whatever before the arrival of the Commissioners of the League of Nations. He realised that an endeavour would be made to facilitate their journey and to hasten to the greatest possible extent their arrival at the place where war threatened to break out, but, in any case, they could not arrive immediately. In the interval, the invasion might have progressed and warlike passions might have been excited to a point at which all efforts at pacification would be vain. That was why Viscount Cecil feared the terrible dangers that might be caused by the delay involved under so imperative a text.

He was still more affected by Article C. He imagined that the Council, on the basis of Article A, would make recommendations, some of which would be of only secondary importance. If one of the parties did not submit to the secondary recommendations, would it be treated as an aggressor? It was extremely dangerous to define so strictly what constituted an act of aggression in the terms of Article 16, and there was the risk of entirely destroying the meaning of the article. The Council should always remain free to take a decision in the last resort, and the circumstances would be so diverse and complex that the criterion proposed by M. Massigli presented the gravest danger.

That danger had been felt when the Treaty of Mutual Assistance had been drafted. Those who drew it up intentionally refrained from setting up a criterion which would enable the aggressor to be defined.

It might well happen that the party which, in accordance with so strict a text, appeared to be the aggressor, was in reality the victim, and it was against that party that the terrible force of the mechanism of the League of Nations would have been brought into action.

In conclusion, Viscount Cecil could accept the first part of Article A with the reservations he had formulated, but he was absolutely convinced that there would be the gravest danger in going further.

M. MASSIGLI (France) recognised the force of some of the objections expressed by Viscount Cecil in regard to Article B. Viscount Cecil was preoccupied with the case of the State acting in bad faith; on his side, M. Massigli was preoccupied with the case of the State acting in good faith, and with the danger that State would run if it alone complied with the recommendations

of the Council. In regard to Article C, M. Massigli did not ignore the gravity of the problem, but the text which he had proposed showed clearly that it was quite a different matter from an infraction of small importance. M. Massigli would think over the objections presented by Viscount Cecil, whom he would ask to be good enough, on his side, to consider the importance of the matter.

M. RUTGERS (Netherlands) considered that the members of the Committee were justified in stating that their instructions were not sufficient to enable them to take a decision on certain parts of the French proposal. He was thinking especially of naval matters. That was why it would perhaps be better to limit Article A itself to paragraphs (a) and (c) which appeared to be acceptable. M. Rutgers, however, would hesitate at the moment before making any further extension in the scope of Article A.

In regard to Article B, the Netherlands Government had supported the Polish proposal. It considered that the prescriptions of the Council could only be effective if they were completed by a system of control, but the French proposal would lead to the inefficacy rather than the efficacy of the prescriptions. He asked whether it would not be possible to stipulate that the carrying out of engagements undertaken should cease to be obligatory if, within a reasonable period, the Commissioners of the League had not arrived on the spot. In that way, there would be an assurance that control would be put into force without the grave disadvantages indicated by Viscount Cecil.

He agreed with Lord Cecil as to Article C, and referred the Committee to the memorandum on the articles of the Covenant that he had presented to the Committee in 1928.

Baron ROLIN JAEQUEMYS (Rapporteur) shared the misgivings which had been expressed concerning Articles A, B and C. Article 1, in particular, alluded to the powers of the Council and implicitly the reference was to the case of Article 11 of the Covenant. That case was also referred to in Article A. Would it not be better to revert to the original text which went a little further and also covered hostile acts? It was in this preliminary stage that the Council's opinion might have a tranquillising effect.

Article B reproduced the former Article 4. It fortunately avoided using the word "control", but it was drafted in terms which were too rigid.

Baron Rolin Jaquemys had himself drafted a text which kept closer to the old text and to the suggestions approved in 1927. It was, moreover, less rigid and would, he thought, obviate the disadvantages which Lord Cecil feared.

It was as follows :

"In the cases provided for in Article 2 (formerly Article 3) above, the Council of the League of Nations may, if it thinks fit, send representatives to the spot in order to assure it that the measures which it has prescribed are being observed, and the High Contracting Parties undertake to lend themselves to any action by the Council in this sense."

Finally, Article C gave rise to very grave objections. It was, moreover, entirely outside the terms of reference of the Committee, which had not been instructed to make rules for the case where war had actually broken out. It was, furthermore, superfluous in view of the existence of Article 16 of the Covenant unless the idea was to extend the scope of Article 16 and thus increase the chances of conflict.

M. MASSIGLI (France) said that he had added the second part of Article A to cover cases of threats of hostilities, but it was quite possible to suppress it.

As to Article B, M. Rutgers' suggestion appeared to him very valuable.

Finally, Baron Rolin Jaquemys had raised a very delicate question in regard to Article C. M. Massigli was of opinion that the Committee's terms of reference were very wide. He referred to the discussions which had taken place at the Third Committee of the last Assembly. He had then had occasion to state specifically that it would be possible to introduce new principles into the treaty. The countries were asked in the case of a threat to refrain from certain precautionary measures; they were really entitled to ask in exchange what would happen if their adversaries continued their acts of hostility. Some means must be found of saying that Article 16 would operate in cases of this kind. That was, perhaps, a very serious matter, but it was in any case necessary.

Viscount CECIL OF CHELWOOD (British Empire) pointed out that Article 16 could not operate unless one of the Members of the League had resort to war.

M. MASSIGLI (France) considered the case of a violation of the measures recommended by the Council followed immediately by a fresh hostile act. Would it not be agreed that in that case there had been flagrant aggression and that it was time to act?

Viscount CECIL OF CHELWOOD (British Empire) replied that the principle of Article 16, which provided for the operation of the sanctions only after one of the parties had had resort to war, should be strictly adhered to. Article 16 involved very grave sanctions which could only be put into force on this condition. Accordingly, there must be incontestably a rupture of the Covenant and a resort to war before Article 16 came into force, and it would be no less inexpedient than dangerous to attempt to extend Article 16 still further.

M. RUTGERS (Netherlands) stated that, in certain cases, it was perfectly possible to imagine that the violation of certain measures might be excusable and might in no way constitute an act of aggression. Suppose one of the parties found it absolutely impossible to obey the

Council's instructions to withdraw its troops from a natural line of defence. M. Rutgers thought that there was need for the greatest possible caution and that Article C should not do more than say that the violation of the measures enjoined by the Council would furnish an indication for determining the aggressor.

M. MASSIGLI (France) replied that it was impossible for the Council to be ill-informed as to the situation. The operation of Article 16 should be contemplated (according to the proposed text) only after a breach had been noted and maintained in defiance of the Council's injunctions.

If an honest country undertook in advance to obey the Council's injunctions and if it were faced with a dishonest opponent, it would be nevertheless impossible to place it in the same situation as if the treaty did not exist, and in that case it would be better not to make a treaty at all.

The CHAIRMAN requested the members of the Committee to think over the grave problem raised by the wording of Article 3.

SECOND MEETING

Held on Saturday, May 3rd, 1930, at 10.30 a.m.

Chairman : M. BENEŠ (Czechoslovakia).

Present : All the members of the Committee, except Viscount Cecil of Chelwood (British Empire).

2. Draft General Convention for Strengthening the Means of preventing War : Amendments submitted by the French Delegation (Continuation).

Dr. GÖPPERT (Germany) said that he had studied very carefully the proposals formulated by the French delegation.

Article A in the text submitted to the Committee mentioned the first paragraph of Article 11 of the Covenant, but it should be pointed out that the provision thus mentioned in that article spoke not only of the threat of war, but also of war at the time when it had already broken out. The subject of the Convention under consideration, however, was the means of preventing war. It was not accordingly possible merely to mention Article 11 of the Covenant in the text. The *de facto* condition on which the Convention was based must be defined. M. Göppert could accept the proposal made by the Rapporteur subject to certain formal amendments.

He had no objection to the mention of Article 16 of the Covenant. Further, he was in agreement in principle with the military measures suggested. It was a good thing in a convention to know in advance the undertakings which were being assumed and, with reference to an observation made by M. Ito, M. Göppert, too, thought it necessary to provide for simple and elementary means of execution. Nevertheless, while in agreement on the principle, he was not altogether in agreement on the details of method.

Paragraph (a) of Article A of the French proposal stipulated the withdrawal of forces which had penetrated into the territory of another State or into a zone demilitarised in virtue of international treaties. It was obvious that, in circumstances of that kind, the normal measure might be a simple withdrawal. In point of fact, however, it was probable that, most often, withdrawal beyond the frontier would be inadequate. It would be necessary to make the troops withdraw over the frontier and beyond a line fixed by the Council. If, therefore, the Committee agreed on this point, it should be indicated explicitly, while the Council would be left entirely free to fix the said line at its own discretion.

In the last paragraph of Article A, the French delegation made provision for the case in which there were no demilitarised zones. They had not, however, thought it necessary to stipulate any special measures for cases where zones of that kind existed. The mere existence of such zones appeared to them an adequate guarantee. M. Göppert, however, thought that the case where one of the boundaries of the demilitarised zone coincided with the frontier of one of the countries should be covered. In this case, the withdrawal of the troops outside the demilitarised zone would not suffice, since the forces would remain in contact with the civil population of the other State and such contact might easily cause incidents. It must be remembered that, in a time of emergency, the mere presence of foreign troops in the neighbourhood caused keen apprehensions and a certain feeling of nervousness among the population. To M. Göppert's mind, it would be wise to take precautionary measures in order to obviate the incidents to which he had referred, and it should be stipulated that the troops should be withdrawn to a certain distance from the frontier.

In all cases, whether there was a demilitarised zone or not, it would be good to keep to the system of lines fixed by the Council of the League.

As to the aircraft of the High Contracting Parties, the French proposal also stipulated an order not to fly over the frontiers in conditions fixed by the Council. This case as well appeared to involve the determination of a neutral zone between the frontiers similar to that laid down for the land forces. In this case, however, M. Göppert thought that the form in which the German proposal had been submitted was to be preferred.

To conclude his remarks on Article A, M. Göppert thought that the phrase used in the last paragraph mentioning " withdrawal of these forces farther back than the exterior limits of the defence organisations of any kind " was not altogether clear. He asked M. Massigli to indicate whether the organisations in question were frontier works or fortification works.

The French proposal in Article B stipulated that the execution of the undertakings mentioned in Article A might be delayed until the arrival on the spot of Commissioners with instructions from the Council of the League to supervise the observance of the measures it had prescribed. Obviously, in drafting this provision, the French delegation had had in mind the situation of an honest country faced by a dishonest country. The interests of the former must, of course, be safeguarded. Nevertheless, it should be observed that the presence of Commissioners from the League was not the only method of communication available to the two parties to the dispute. There were also direct intermediaries. The two States would come into direct contact. They would agree on a plan by which the withdrawal of the forces could be carried out. Each would put this plan into force, step by step, at the same time as the other. If one of them failed to carry out a step which had been agreed upon, the whole movement would stop. Therefore, it would not be necessary to wait for the arrival of the Commissioners before taking the measures recommended by the Council ; on the contrary, they would have to proceed with the least delay. The provision proposed by the French delegation did not consequently satisfy M. Göppert, and he suggested that it would be better either to keep to Article 4 or to the formula proposed by the Rapporteur.

Article C of the French proposal related to the question of sanctions. M. Göppert thought that sanctions should only be applied when the interested parties had actually resorted to war. It was only then that Article 16 of the Covenant came into operation. From the political point of view, there was certainly no justification for proceeding to apply sanctions and putting them into operation prematurely.

The CHAIRMAN pointed out that, in regard to Articles B and C of their proposal, the French delegation had drawn up new texts to replace the draft which had been discussed originally.

M. MASSIGLI (France) said that the French delegation had altered their first proposal with the object of attempting to make allowance for the observations offered by various speakers on the previous day. Lord Cecil and M. Göppert had dwelt on the necessity for the rapid execution of the measures recommended by the Council. They had brought out the fact that the obligation of awaiting the arrival on the spot of the League's Commissioners involved a delay which was, perhaps, not without danger. In the new text submitted to the Committee, the French delegation provided for the immediate application of the measures determined by the Council, subject, however, to any delay which one of the High Contracting Parties might consider indispensable owing to special circumstances. But, in such a case, the contracting party concerned would have to inform the Council of the situation. The text of the new French proposal was as follows :

" As soon as they shall have been notified of the measures decided upon by the Council in application of Article A, the High Contracting Parties concerned shall take all steps to ensure their execution without delay.

" If, owing to special circumstances or to hostile acts by the other party, one of the High Contracting Parties thinks it necessary, it may inform the Council that it is postponing the total or partial execution of the prescribed measures until the arrival on the spot of the Commissioners instructed by the Council to supervise the execution of the said measures.

" The High Contracting Parties undertake to grant the Commissioners ", etc. (rest as before).

M. Massigli thought that this provision would meet the wishes of those of his colleagues who urged the need for the rapid application of the measures enjoined by the Council while safeguarding the legitimate interests of the countries in certain special circumstances which must be anticipated.

In regard to Article C, it had been said that it would be dangerous to hasten the application of sanctions. It was that idea that underlay the first paragraph of the new draft, which read as follows :

" If any violation of the measures defined in Article A is noted by the Commissioners mentioned in Article B and continues in spite of the Council's injunctions, the Council shall notify the measures to be taken to put an end to the said violation, and the High Contracting Parties undertake to comply with the recommendations it may make to them on this matter."

This provision dealt with the case where one of the countries was guilty of what might be called passive violation. In such circumstances, the Council deliberated and took any steps it thought appropriate,

There was another form of violation to be guarded against, that which was represented by acts of war. In this case, States would be faced by a definite intentional aggression, to which the next paragraph of Article C would apply. That paragraph said :

“ Should one of the parties concerned be guilty of a deliberate and persistent violation of the prescribed measures and open or resume hostilities, without the Commissioners appointed by the Council finding the other party guilty of a similar violation of the Council's prescriptions, the High Contracting Parties shall consider the action so taken as a flagrant and unprovoked act of aggression and as a resort to war within the meaning of Article 16 of the Covenant. In such case, they agree for their part to comply with the provisions of the said article, as against the offending State.”

In regard to Article A of its proposal, the French delegation had not thought it necessary to submit a new text. At the preceding meeting, Lord Cecil had urged the necessity of not impairing the general powers conferred on the Council by Article 11 of the Covenant. M. Massigli would agree to introduce a provision to this effect in the Convention.

In reply to M. Göppert, who had asked for an explanation of what the French delegation meant by the term “ defensive organisations of any sort ”, M. Massigli said that these were defensive organisation which formed a whole and constituted a genuine defensive position. Obviously, it was impossible to ask a country to evacuate positions which it regarded as essential factors in the defence of its territory.

In conclusion, M. Massigli said that he had often spoken and at some length, that the French delegation had proposed certain texts, and that it had amended them in order to make allowance for the considerations of other delegates, but he wished to make it clear that the French delegation could not honestly make much change in the draft it had submitted without referring to its Government. It therefore wished to know what the other delegations, on their side, were prepared to propose or accept.

Mr. CADOGAN (British Empire) said that he was replacing Lord Cecil, who was slightly indisposed and apologised for being unable to attend the meeting. Mr. Cadogan had had a long conversation with Lord Cecil and was only present as his mouthpiece.

He observed that M. Massigli, in the new text proposed to the Committee, had attempted to meet the observations made by the other delegates. Mr. Cadogan, however, was forced to point out that the new text made practically no change as regarded the question of principle. Lord Cecil feared that the three new articles suggested by the French delegation might make a profound change in the nature of the Convention. It must not be forgotten that the delegates had come to Geneva to discuss and work on a text, the range of which was well known and the fundamental object of which was to facilitate the application of Article 11 and to give the Council new means of preventing war. It appeared that the French proposals went much further and exceeded the original draft to a considerable extent. The idea which appeared to underlie these articles was to impose on the contracting parties certain precise obligations which would become an absolute criterion for the application of Article 16. That being so, Lord Cecil feared that he was unable to discuss proposals of that sort without referring to his Government and without having obtained fresh instructions in regard to Articles B and C of the French delegation's proposals.

In regard to Article A, Mr. Cadogan pointed out that it was, generally speaking, difficult and even dangerous to enumerate the measures which the Council could prescribe. Such an enumeration might, as had already been pointed out, always be regarded as limitative. It appeared wiser to leave the Council's hands free. There was, moreover, in this connection the report approved by the Council on March 15th, 1927, with regard to Article 11. That report provided an excellent guide.

The French text constituted a danger owing to its being too definite. It made provision for three measures. It must not, however, be forgotten that in a convention the States entered into definite undertakings, and consequently a country could always say that it had committed itself in regard to such-and-such a measure, but not in regard to any other measure which the Council might prescribe as being more suitable.

The British delegation fully realised the somewhat destructive character of the criticisms it had advanced. Lord Cecil was, however, most anxious to reach a result, and with this object he would be prepared to suppress the Article 2 (a) proposed by the British delegation, and to return to Article 3 in the original draft. He could also accept the form proposed by the Rapporteur for Article 3. In any case, the texts proposed and the record of the discussions would be communicated to the British Government, but, in the absence of fresh instructions, it would be impossible for Mr. Cadogan at the moment to contemplate accepting the text proposed by the French delegation.

The CHAIRMAN observed that there were two distinct arguments before the Committee. On the one hand, there was that represented by the French proposal, and, on the other hand, that represented by the criticisms which Mr. Cadogan had put forward on behalf of Lord Cecil. Certain other delegates, among them M. Göppert, had said that they were prepared to accept certain features in the French proposition, although they had criticisms or reservations to make on other points. It would be well now to see whether the members of the Committee could agree on a single text, and, if not, to consider what other solution might be adopted. In any case, it was essential to find out the views of each delegation.

In reply to an observation by M. Göppert, the Chairman added that the British compromise proposal should also be considered, that was to say, to return to the original text or the text proposed by the Rapporteur.

M. RUTGERS (Netherlands) wished to revert to an observation made by Mr. Cadogan. The British delegate's argument amounted to saying that if under Article 3 the countries accepted limited and definite obligations, the obligations resulting from Article 11 of the Covenant would be weakened. M. Rutgers thought, however, that there was a considerable difference between these two classes of obligations. It must not be forgotten that the present Convention dealt with instructions to be given to the parties without the latter having been able to express their opinion by a vote. Such instructions might even be imposed on them against their will. The application of Article 11, on the other hand, required the counting of the votes of the parties; consequently, if the obligations of the parties were defined in the proposed Convention, the general moral obligation incumbent on them under Article 11 would be in no way diminished, and, in M. Rutgers' opinion, the chief objection that had been made was due to a misunderstanding. It was essential in the present case to define and limit the measures to be taken.

Furthermore, if the application of Article 3 were limited, it would cease to be necessary to attach too much importance to the cases in which it applied. The obligation to withdraw behind certain lines on the injunction of the Council might be stipulated even in the case of a threat of war. That was no very heavy obligation. It amounted to saying that a country undertook not to invade the territory of another country without the Council's assent.

The CHAIRMAN noted that the Committee was in agreement concerning the necessity of not touching the powers possessed by the Council under Article 11, and pointed out that M. Massigli had consented to the provisions of Article 7 being made clear in this sense.

Mr. CADOGAN (British Empire) agreed that M. Rutgers was right and that it was essential not to touch the powers conferred on the Council by Article 11 of the Covenant, but in the Convention it was laid down that, in certain circumstances, the signatories were to waive their right of voting. The Council was none the less free to prescribe any measures which it might think necessary, and Mr. Cadogan did not see any necessity for having an enumeration.

M. UNDÉN (Sweden) had studied the French proposals very closely. In his opinion, the proposed Article A entailed a certain restriction as compared with the original text, since the words "in particular" had been deleted. This omission appeared to him important. He preferred the original text which stipulated that the Council might, in addition to the measures indicated, take any other measures which would be equally binding.

M. Undén also had an objection to make concerning the sentence in the last paragraph of Article A referring to defensive organisations and the withdrawal of the troops farther back than the exterior limits of such organisations. It must not be forgotten that, in addition to artificial defensive organisations, there were cases where the natural frontiers were of very considerable strategic value. It would obviously not be legitimate to ask a country to withdraw its troops behind, for instance, a chain of mountains which constituted a natural line of defence. Special circumstances must, therefore, be taken into account. He thought that it would be better to rely on the wisdom of the Council, to refrain from specifying anything and to adopt a general formula.

As to Article B, M. Undén preferred the wording of the Rapporteur. The text might, however, be strengthened by saying: "shall be if possible".

With regard to Article C, M. Undén agreed that the violation of an order by the Council constituted a hostile act or an aggression, or rather an act that might be assimilated to an act of aggression. He approved the idea at the basis of the French proposition. Its significance, however, was so general that it did not add much. It appeared to him difficult to lay down concrete rules for the application of sanctions, and therefore M. Undén associated himself with the opinion of the Rapporteur and Lord Cecil and he proposed that Article C should be struck out.

M. SOKAL (Poland) pointed out that the discussion was becoming entirely technical and military, just as if the Committee on Arbitration and Security had consisted of experts. The task of the Committee was, he thought, completely different. Furthermore, the Drafting Committee, contrary to the ordinary work of drafting committees, was not required to carry out instructions and prepare a text, but to seek for principles. Several arguments had been put before the Committee, for M. Sokal regarded the French proposal not as a text submitted to the Committee for examination but as the exposition of an argument.

In regard to the first question which arose, namely, the introduction of a new terminology with regard to hostilities, etc., a happy solution had been found in the form of a reference to the definitions contained in the Covenant.

The main point of the Committee's task was to seek for the means of preventing war. There were two fundamental arguments. One side maintained that the Council of the League must be given the widest possible possibilities, even if those possibilities were indefinite. For this purpose, it was essential for the contracting parties to enter into an undertaking in advance to carry out the recommendations made by the Council with a view to preventing war. It had been pointed out that to define the Council's means of action would be to limit its powers. M. Rutgers had very rightly replied that a distinction must be made between the general

cases where the parties to the dispute were entitled to vote and the special cases where the parties concerned did not vote. Those in favour of the other argument asserted that it was necessary to be precise in this case, seeing that the question of the security of the States was involved. M. Sokal asked whether the Committee was prepared to enter on this road.

The situation was somewhat peculiar. On the one side, were those who wished to define the obligations of the parties in a very rigid manner. On the other side, were those who wished to keep everything vague; but, in regard to the control to be exercised in circumstances of this kind, those in favour of the first argument demanded a precise and effective form of control, whereas the others wished to rely on the wisdom of the Council. There was, therefore, a striking lack of balance. Obviously, according to Lord Cecil's argument, the parties would be asked to assume, by binding themselves in advance, very considerable obligations, whereas they would be offered in exchange only guarantees which would be left quite vague.

It must be determined exactly just how far the Committee could go. There was no question that cases of war had been taken into consideration. When, however, war had broken out, preventive measures could no longer be taken. The only thing to be done was to define the aggressor and take sanctions.

The Committee must comply with its terms of reference and remain within the field of threats of war. If it agreed to do so, it could find means of preventing war. Otherwise, it would come to a deadlock. The solution, perhaps, might be found in seeking for some sort of balance between the obligations of the parties and the guarantees to be given by the Council.

M. Sokal would refrain from making any concrete proposal, but he suggested that the delegates should give their opinions on these principles. It was obviously necessary to ascertain whether they were in agreement. Indeed, if they were not in agreement on the principles, it was futile to draw up a text, since it would never receive ratification and the work done would be illusory.

The CHAIRMAN thanked M. Sokal and M. Undén for their explanations. M. Sokal had defined the situation very well. Some favoured very great precision and concrete cases, and then, by a logical extension, demanded a precise control and even wished to go as far as exactly defined sanctions. Others, on the contrary, wished to keep to a more general conception, for the reasons which Mr. Cadogan had expounded on behalf of the British delegation, and by an equally logical extension they left the question of control and sanctions out of account.

There could be no question but that the Committee must pronounce on these two arguments. Once these points had been elucidated, it could pass to the work of drafting in the strict sense of the term and adopt a single text, or several texts, as the case might be.

M. Ito (Japan) pointed out that the French delegation's proposal brought up a general principle on which he could not for the moment give his opinion. The French delegation had created a new situation, for it had established a connection between Article 11 and Article 16 of the Covenant. M. Ito did not think it possible for him to follow this path. He asked for time for reflection in view of the novel character of the proposal and must reserve his opinion.

General DE MARINIS (Italy) observed that he had clearly expounded his attitude at a plenary meeting. The Italian delegation had said that the Convention must clearly define the undertakings by which the adherents were to be bound. The French delegation had endeavoured to define these undertakings. General de Marinis did not hesitate to say that, regarded technically, the French proposal was genuinely logical and coherent; but, as M. Ito had mentioned, it raised very serious questions.

The British delegation, on the other hand, had pointed out that that proposal limited the Council's powers. Mr. Cadogan had observed that if, in a particular case, the Council found it necessary to recommend measures which were not expressly mentioned in the text of the Convention, the Powers might, in virtue of the definite undertakings which they had assumed, refuse to apply such measures. The enumeration could obviously not be complete.

General de Marinis inferred that in a general convention it was impossible to cover all possibilities, but that nevertheless a country could not agree to assume undertakings which were at the same time solemn and indefinite. He was convinced that the Convention could not be really effective unless it was limited to a small number of countries, and unless the attempt were given up to establish a plurilateral instrument.

M. MASSIGLI (France) pointed out that Mr. Cadogan had proposed, as a compromise, to relinquish Article 2(a) of the British proposals and to revert to the text of Article 3 in the draft. M. Massigli asked whether this proposal was intended to restrict the application of the measures laid down to land and air forces and to exclude naval questions.

Mr. CADOGAN (British Empire) replied that he did not think that the transactional proposal which he had made should be interpreted in this sense. It was true that the terms of Article 3 referred first and foremost to the case of land forces, but in that connection he would refer to the use of the words "in particular", which appeared to him very important, since they made it possible to obviate undue precision.

BARON ROLIN JAEQUEMYS (Rapporteur) agreed that the Committee was confronted with two opposing arguments which it would be difficult to reconcile. The French argument had been made the subject of a formal proposal which was very well drafted. In his capacity as Rapporteur, he had himself attempted to find a formula which would involve something a little less precise than the French proposal. Furthermore, he would remind the Committee that, according to M. Sokal, the difficulty was due to the tendency to go beyond the limits of

the field of threats of war, so that the Committee was inevitably obliged to deal with the application of Article 16. In view of the difference between the proposals before the Committee, Baron Rolin Jaequemyns proposed to draw up a synoptic table of the different texts which the Committee was required to discuss.

(The meeting was suspended for twenty minutes to permit delegates to confer.)

On the resumption of the meeting, the CHAIRMAN proposed that the Committee should instruct the Bureau to prepare for the next meeting a synoptic table of the different arguments before it and of the various possibilities contemplated. He pointed out that that was a work which must necessarily be carried out before the Committee could adopt either a single text or different texts with variants according to circumstances.

Agreed.

Article 5 of the Model Treaty re-drafted.

The CHAIRMAN read the text of Article 5 proposed by the Rapporteur :

“ In the cases referred to in Articles 2, 3 and 4, the High Contracting Parties undertake to act in accordance with the recommendations of the Council, provided that they are concurred in by all the members other than the representatives of the parties to the dispute.”

The Chairman pointed out that Article 5 should mention the new Article 1. He thought that, in these circumstances, the article might be adopted.

Mr. CADOGAN (British Empire) saw no objection to the provisions of Article 5 being extended to the new Article 1. He pointed out, however, that the article 5 mentioned Articles 3 and 4. As the latter articles had not yet been adopted, it was not known what their exact content would be, and, consequently, he would have to reserve his opinion in regard to any reference to these articles.

M. TUMEDEI (Italy) observed that the provision in the Covenant which stipulated that the vote of the representatives of the parties did not count in calculating unanimity in the case of a vote in the Council appeared in the sixth paragraph of Article 15, which said :

“ If a report by the Council is unanimously agreed to by the Members thereof, other than the representatives of one or more of the parties to the dispute, the Members of the League agree that they will not go to war with any party to the dispute which complies with the recommendations of the report.”

Hitherto, it had been generally held that, in the case of the application of Article 11, the parties to the dispute could take part in the voting. M. Tumedei was aware that in consequence of the work for bringing the Covenant into line with the Pact of Paris it had been proposed that Article 15 should be amended. Here, however, it was proposed to substitute a clause of Article 15 for Article 11. It was, he thought, odd to propose the adoption of this rule for Article 11, since that would be contrary to the present provisions of the Covenant.

The CHAIRMAN thought that M. Tumedei was right in emphasising this question of principle. He would, however, point out that the clause in question was the fundamental object of the Convention. There would be genuine progress if agreement were achieved on the point that the votes of the parties concerned in the dispute would not be counted in reckoning unanimity. The real object of the present work was to see whether this principle could be accepted even for the case of a threat of war.

M. TUMEDEI (Italy) had understood that the chief object was to convert certain moral obligations into legal obligations. Here, however, the question was that of the way of voting and he insisted on this point.

Baron ROLIN JAEQUEMYS (Rapporteur) said that the question was indeed that of the innovation mentioned by the Chairman, but that that innovation would be mentioned in the report, so as to satisfy M. Tumedei.

M. UNDÉN (Sweden) remarked that there was no question of an innovation in the full sense of the term, for certain precedents existed. Certain treaties contained, in regard to voting, rules other than those of the Covenant. He might cite in particular the Convention on the Aland Isles. Regarded constitutionally, therefore, the proposed modification appeared to him feasible.

M. TUMEDEI (Italy) observed that the result was an anomaly. In the case of preparatory decisions or provisional measures, the parties would be prevented by the Convention from taking part in the voting, whereas in the Council's final decision touching the substance of the matter they would be entitled to vote under Article 11 of the Covenant. He would confine himself to drawing attention to this peculiar situation and observed that it might be adduced as a reason by the different States for not ratifying the Convention.

Article 6.

The CHAIRMAN proposed that the Committee should first discuss the proposal of M. Cornejo to suppress the words "on the basis of reciprocity", so that the article would read:

"The provisions of the present Treaty shall only apply in respect of disputes between the High Contracting Parties."

Baron ROLIN JAEQUEMYS (Belgium) thought that there was no objection to deleting the words mentioned.

M. MASSIGLI (France) agreed to the proposal, provided that it was not possible to make, at the time of signing or ratifying the Convention, reservations on points of substance and that reservations could only be made to the number of signatory States or to the condition of ratification by specified States. In his opinion, it would probably be enough to specify in Article 9 that the countries might, at the time of the deposit of their ratification, make the coming into force of the Convention contingent on the ratification of one State or another. An express statement of that kind would exclude the possibility of any other reservation.

The Committee decided to adopt M. Cornejo's amendment and to delete the words "on the basis of reciprocity".

The CHAIRMAN observed that Article 6 formed the subject of an amendment by the Danish Government for the substitution of the words "States which have undertaken to accept the obligations of the present Treaty either by ratification in accordance with Article 8 or by special declaration made at the invitation of the Council of the League of Nations voted for by a majority of that body" for the words "the High Contracting Parties".

M. MASSIGLI (France) had certain doubts with regard to the Danish amendment, which mentioned an invitation from the Council of the League voted by a majority. He wondered whether the Council could by a majority invite other countries to accept obligations which did not appear in the Covenant.

M. UNDÉN (Sweden) proposed to strike out the words "at the invitation of the Council of the League of Nations voted for by a majority of that body". It would then be possible for a country to adhere by a special declaration and the suppression of the Council's invitation would obviate placing the non-signatory countries in an awkward situation. This formula would, moreover, facilitate the rapid accession of a country to the Convention in the event of ratification by the constitutional method entailing undue delay.

Baron ROLIN JAEQUEMYS (Rapporteur) thought it difficult to accept M. Undén's proposal. It was, he thought, essential to have the assent of the other party concerned, that was to say, the Council. The article might, he thought say "either by ratification in accordance with Article 8 or by special declaration approved by a majority of the Council of the League of Nations".

M. MASSIGLI (France) said that the Danish amendment, and likewise the corrections suggested by M. Undén and Baron Rolin Jaquemys, appeared to him not only dangerous but, in a certain sense, immoral. The introduction of a clause of that nature would enable a country to claim the benefits of the Convention in certain cases without assuming its obligations. When a country accepted the obligations, it should accept them for all cases.

The CHAIRMAN thought that it would be better to have a general clause of adhesion without emphasising by a special clause the possibility of special cases, for it was obvious that in actual fact a provision worded on these lines might be used by a country to refrain from signing the Convention and to wait until it needed to claim its advantages.

After an exchange of views, the amendment proposed by the Danish Government was rejected.

Article 6 was adopted as it stood, with the amendment proposed by M. Cornejo and already approved.

Article 7.

The CHAIRMAN pointed out that Article 7 formed the subject of an amendment by the British delegation proposing the addition at the end of the article of the words "nor as imposing any obligation on the High Contracting Parties to cease or refrain from action taken in accordance with the recommendations of the Council".

M. MASSIGLI (France) said that the British delegation's amendment was not quite clear and, further, the French version did not correspond very closely to the English text.

Baron ROLIN JAEQUEMYS (Rapporteur) observed that at a plenary meeting he had asked Lord Cecil for explanations on the meaning of this amendment and that Lord Cecil had said that he would give the necessary explanations in the Drafting Committee.

Mr. CADOGAN (British Empire) regretted that he had not taken Lord Cecil's opinion on this particular point. He wished, however, to say that the British Government's intention was to guarantee the measures that a State might be obliged to take in execution of the Covenant. In Mr. Cadogan's view, this provision might be regarded as superfluous, but it could not be a source of embarrassment. In any case, he would ask Lord Cecil for further explanations on the bearing of this amendment.

M. RUTGERS (Netherlands) proposed to substitute for the words "in accordance with the recommendations of the Council" the words "in accordance with the obligations as they result from the Covenant".

After an exchange of views, it was decided to postpone the discussion of the British amendment to Article 7.

THIRD MEETING

Held on Tuesday, May 6th, 1930, at 10 a.m.

Chairman : M. BENEŠ (Czechoslovakia).

Present : All the members of the Drafting Committee, M. Westman replacing M. Undén (Sweden).

3. Financial Assistance to States Victims of an Aggression : Drawing-up of the Draft Convention (document C.P.D.190, C.A.S.88) (Annex XII to the Minutes of the plenary Meetings).

The CHAIRMAN recalled that some of the points to be considered were of a technical character and others of a political character. He proposed that the former, very few of which raised questions of principle, should be referred to a small sub-committee composed of the representatives of the Financial Committee, the Chairman, the Rapporteur and the Secretary. This sub-committee would present the Drafting Committee with a text.

This proposal was adopted.

The political points were contained in the following articles :

Articles 1 and 1bis, which contained the principles of the Convention. These articles were essential and dominated the whole question.

Article 14 (Utilisation of the Loan).

Article 22 (Participation of States not Members of the League of Nations).

Articles 21 and 25 (Disputes as to Interpretation or Application of the Convention).

Article 26 (Vote).

Finally, the Additional Article, which would connect the Convention on Financial Assistance to that on Disarmament.

Article 1.

The CHAIRMAN recalled that the Committee, authorised by the plenary Committee, had decided to deal separately with the case of war and the case of threat of war. He opened the discussion on the case of war.

It was necessary to decide whether the application of financial assistance should be optional or obligatory ; in other words, whether it was the Council's duty to grant it or whether it could decide according to circumstances. There were several opposing arguments. Finnish and French on the one hand, and German and Italian on the other. Finally, the British delegation had observed that it was desirable not to attach excessive importance to the word " may " or " shall ".

The Chairman accepted the compromise constituted by the British formula. In case of war, the Council should be compelled to grant financial assistance, but the text should be formulated in such a manner that the discretionary powers of the Council would always be safeguarded.

Viscount CECIL OF CHELWOOD (British Empire) considered that it would be preferable to take as a basis the text proposed by the Finnish Government (Document C.A.S.102 Annex XI to the Minutes of the plenary Meetings).

This text was adopted provisionally in the following form :

" If a State, in violation of its international obligations, resorts to war against a High Contracting Party, the latter shall receive financial assistance under the present Convention, unless the Council decides otherwise.

" The State to which financial assistance is accorded undertakes, for its part, to submit the dispute to mediation by the Council or to judicial and arbitral settlement."

The CHAIRMAN brought forward the case of threat of war. The divergent opinions were separated by shades of meaning of very little importance. The British delegation proposed to say that the Council could accord financial assistance to the other party. The French delegation proposed to say that the Council could state that it would grant that assistance. On the other side, a formula of the German delegation opposed the granting of the authorisation for the loan before the resort to war had actually taken place. The German delegation, moreover, had been prepared to examine any other suggestion compatible with the principle which it supported, and the Italian delegation was also prepared to seek for a compromise. The Chairman proposed to take as a basis of discussion the Finnish text which was as follows :

“ In the event of an imminent danger of rupture, the Council may accord financial assistance to a State which has applied to the Council for this purpose, if the circumstances show that the applicant State is obviously threatened by another State, and on condition that the applicant State undertakes to accept the Council's mediation or the judicial or arbitral settlement of the dispute.

“ If the Council, in pursuit of its duty under the Covenant and acting within the limits of the rights it derives either from the Covenant or from general or special conventions applicable to the case, shall, in any international dispute likely to lead to a rupture, have taken action to prevent the aggravation of the situation and to safeguard peace, and if either of the parties obstructs the Council's measures, the Council may declare that it will accord the financial assistance to the other contracting party to the present Convention. The financial assistance, however, may be made subject to the condition that the State to which it is accorded shall give a previous undertaking to accept the peaceful settlement of the dispute or the putting into execution of any provisional recommendations which the Council may make with a view to safeguarding peace.”

Sir Henry STRAKOSCH stated, in reply to Viscount Cecil, that the Financial Committee saw no difference between the British and French formulæ from the financial point of view.

M. DE CHALENDAR recalled that it was desirable to maintain the statement that the party concerned would receive financial assistance “ if it requested it ”.

M. TUMEDEI (Italy) pointed out that the German and Italian proposals contained a very useful warning. The Council stated that it had decided to grant financial assistance to the party against which the other party resorted to war. In that way, without pronouncing on the very dangerous question of guilt, the Council gave a most useful warning. As the formula of Article 1 reserved the discretionary powers of the Council, there could only be advantage in allowing that warning to subsist.

M. MASSIGLI (France) observed that the formula contained in the Finnish proposal was sufficiently elastic and covered all possible cases, since it laid down that the Council might intervene in the execution of the duties involved under the terms of the Covenant and within the limit of its rights arising either from the Covenant or from general conventions, or from particular conventions applicable to special cases.

M. TUMEDEI (Italy) agreed. It none the less remained true that the first hypothesis contained in the preceding paragraph concerned an imminent danger of rupture when the Council had taken no action.

VISCOUNT CECIL OF CHELWOOD (British Empire) asked whether M. Tumedei would be satisfied if the second paragraph of the Finnish proposal, which contained no essential element were omitted.

M. ERICH (Finland) realised that the passage was not absolutely essential, but as Viscount Cecil himself had recognised in his great speech at the plenary meeting, it might be of advantage to take into consideration the various hypotheses which were likely to arise. In that speech, Viscount Cecil had drawn an ingenious distinction between the various possible cases. Thus, he had pointed out that the entry into force of the Pact of Paris might have the result of causing a State to commit hostile acts without a declaration of war, and he had also indicated numerous cases in which an intermediate situation between war and peace would exist. There might be acts threatening to peace, but which did not actually constitute resort to war. The Finnish formula, however, took those various hypotheses into account.

VISCOUNT CECIL OF CHELWOOD (British Empire) replied that nothing was gained by the insertion of the passage. A country declared that it was threatened by war with another country. The Council took measures to safeguard peace on the basis of Article 11 of the Covenant, and at that moment the last paragraph of the Finnish proposal was put into operation. The texts of international conventions should be simplified to the greatest possible extent, and Viscount Cecil hoped that the Finnish delegation would accept the omission which he had proposed.

M. TUMEDEI (Italy) considered that the expressions “ imminent danger ” and “ the applicant State is obviously threatened ” were such as to lead to inextricable difficulties. In international law the expression “ an *evident* injustice ” was being continually used, and the

adjective had been the subject of discussions lasting for years. The same difficulty arose in determining whether such a threat was obvious, and M. Tumedei wished to point out the danger of adopting so vaguely worded texts. The British proposal, supported in particular by the Finnish delegation, contained the following passage: "If either of the parties to the dispute shall refuse or neglect to comply with directions given by the Council". That formula was perfectly clear, but the Finnish proposal at present under discussion contained, on the contrary, a very vague formula — "if either of the parties obstructs the Council's measures". In that there was a dangerous ambiguity.

The CHAIRMAN noted that the majority of the Drafting Committee was in favour of the omission of the second paragraph of the Finnish proposal. He suggested the adoption of the third paragraph, which would be re-drafted from the point of view of form by a small committee.

These proposals were adopted.

M. ERICH (Finland) stated that in that case it would be desirable to say in paragraph 3: "The latter (the Council) shall accord financial assistance".

The expression "obstructs the Council's measures" had been deliberately adopted, for the Council could not give instructions to a State non-Member of the League of Nations, which was in any case not obliged to comply.

After a short adjournment of the meeting, the CHAIRMAN announced that unanimity had not been reached. It had been noted that between the Italian and German points of view on the one hand, and the points of view of the other delegations on the other, a question of principle arose. Consequently, only the second paragraph of the Finnish proposal would be omitted. The third paragraph would be re-drafted from the point of view of form, and in introductory note would explain the points of view of the German and Italian delegations, the final text being reserved.

M. IRO (Japan) added that the attitude of Japan was very nearly the same as that of the other delegations. He asked that the same reserve be made on his account.

Agreed.

The CHAIRMAN called on the Committee to discuss the following text presented by the British, Danish and Swedish delegations as an addition to the previous paragraph:

"However, before granting financial assistance, the Council shall endeavour to make use of any measure which may be appropriate to put an end to the conflict by mediation or other means."

M. MASSIGLI (France) considered that the question would be settled by the last lines of the text just adopted, which stated that the granting of financial assistance would be subject to the condition that the State which profited from it gave a previous undertaking to accept the peaceful settlement of the dispute or the putting into execution of any provisional recommendations which the Council might make.

M. TUMEDEI (Italy) did not feel that that was correct. It was also necessary to ask the parties to submit to a peaceful settlement or to provide that the Council should itself make every effort to settle the dispute.

M. COBIÁN (Rapporteur) added that the Council would in all cases do everything in its power to prevent the dispute. That was why the expression, "the Council shall endeavour to make use of any measure which may be appropriate", was not very satisfactory.

M. TUMEDEI (Italy) considered that it would be useless to add that phrase, for it was obvious that the Council should immediately try to resort to mediation or any other means in its power to stop the conflict.

VISCOUNT CECIL OF CHELWOOD (British Empire) proposed to overcome the difficulty by completing the last sentence of the Finnish text, which had already been adopted, in the following way:

"The granting of financial assistance, however, shall be subject to the condition that the State to which it is accorded shall give a previous undertaking to accept the peaceful settlement of the conflict or the putting into execution of any provisional recommendations which the Council may make with a view to safeguarding peace, including the employment of any appropriate measures for ending the dispute by conciliation or any other means."

In addition, it would be stated that financial assistance would only be accorded if the country concerned asked for it.

This proposal was adopted.

The CHAIRMAN called on the Committee to discuss the additional article to the first article which the plenary Conference had agreed to insert and which was as follows :

“ Without prejudice to the obligations arising from Article 16 of the Covenant, the High Contracting Parties undertake to give no help, direct or indirect, to any Powers that may be involved in hostilities against a High Contracting Party to which the financial assistance provided for by the present Convention has been accorded.”

M. DE CHALENDAR said that the Financial Committee attached the greatest importance to this text.

Viscount CECIL OF CHELWOOD (British Empire) suggested that the text might be made more precise by the two following alterations :

“ Without prejudice to the obligations arising from Article 16 of the Covenant, the High Contracting Parties undertake, for the duration of the conflict, to give no help, direct or indirect, to any Powers that may be involved in hostilities, or menaced by hostilities”

The rest would be unchanged.

M. COBIÁN (Rapporteur) thought that these alterations brought the text outside the scope of Article 16.

Viscount CECIL OF CHELWOOD (British Empire) did not insist upon this second amendment.

M. RUTGERS (Netherlands) asked what was the exact meaning of the exception that prefaced the additional article :

“ Without prejudice to the obligations arising from Article 16 of the Covenant.”

M. MASSIGLI (France) replied that the Committee had taken as a basis the idea that Article 16 provided for positive assistance, but, on the other hand, they wished to prevent any measure that might contribute to destroy the effect of financial assistance. That would be the case, for example, if one of the States offered a loan to a Power against which the financial assistance of the League had been granted.

He thought that the term “ hostilities ” might create difficulties and that the term “ conflict ” would be preferable.

M. ITO (Japan) thought that it ought to be made clear that the expression “ the High Contracting Parties undertake to give no help, direct or indirect ”, referred to the case of financial assistance.

The CHAIRMAN considered that this restriction would be dangerous, because to give or to promise financial assistance was an act morally binding on the other Members of the League of Nations.

M. ITO (Japan) replied that Article 16 laid down a rigid principle. It was useless to repeat its provisions unless its obligations were going to be limited to one particular point.

M. DE CHALENDAR said that the Financial Committee was extremely interested in this text. Once financial aid was granted, it was certain that all States would be financially interested in the case of the beneficiary State. It would be a disaster if financial help should be granted meanwhile by one of the States to the aggressor State against which the machinery set up in accordance with Article 16 had been set in motion.

Baron ROLIN JAEQUEMYS (Belgium) thought that the text should be drawn up so that its provisions might be effective in every case of hostility. Consequently, he considered that it would be better in this case to speak of Powers who might find themselves in a state of conflict.

Viscount CECIL OF CHELWOOD (British Empire) warned the Committee not to expand the text under discussion to such an extent that they might make financial assistance so important that it would be tantamount to an actual blockade. He proposed to add the following passage to the text : “ Without prejudice to the provisions of Article 16 ”.

M. WESTMAN (Sweden) feared a misunderstanding and thought that, rather than that, it would be better to suppress this article.

The CHAIRMAN replied that, if it was not inserted in this place, it would have to be inserted in another part of the Convention. It was quite indispensable that one article should contain this reservation.

Dr. GÖPPERT (Germany) pointed out that, if they confined themselves to granting financial assistance in the case of actual war, this provision was useless, for in such a case Article 16 would come into play.

M. COBIÁN (Rapporteur) did not agree. The danger was to believe that financial assistance was the only form of assistance that would come into play. It was important to guarantee the integral existence of Article 16, and also to take care that a State should not be able to help another State against which financial assistance had been granted.

The CHAIRMAN proposed that the text should be adopted provisionally, and that the Committee should leave the German and Swedish delegates time to reflect before the complete text of Article 1 was presented at the next meeting.

He then opened the discussion on the suggestion made by M. Cornejo, who thought that the article should open with the case of threat of war, since a definition of the aggressor could be arrived at from the terms of the provisions for the application of financial assistance in case of threat of war. In his opinion, this proposal would upset all the machinery that was being set up, and he suggested that it could be put on one side if the Drafting Committee agreed.

This suggestion was adopted.

Article 4.

It was decided that the Financial Committee should deal with Article 4.

Article 6 (Date of Scale of Allocation).

M. WESTMAN (Sweden) was willing to accept the text of the Financial Committee, but asked if it would be possible to leave the Assembly to fix the date of scale of allocation as well as the maximum annual liability which should fall on any one Government.

The CHAIRMAN emphasised the fact that in principle they ought to choose as near a date as possible to put the Convention into force. The date might be left blank.

M. DE CHALENDAR said that, from the psychological point of view, it would be interesting for the liabilities of the guarantors to be known by every State at the time of signing the Convention.

The CHAIRMAN proposed that they should adopt the opinion of the Financial Committee for the text of this article.

This proposal was adopted.

Article 13 (Authorisation of Loans).

M. MASSIGLI (France) drew attention to the following expression : " The Governments of those High Contracting Parties whom the Council declares to be involved in war, or threat of war, shall be excluded from being guarantors ". That expression would have to be revised in order to bring it into line with the decisions taken, and about to be taken, on Articles 1 and 26.

This proposal was adopted.

Article 14 (Control of Loan Service).

The CHAIRMAN said that the Third Committee of the Assembly of 1929 had proposed to insert certain regulations in the Convention in order to assure an international control. In the opinion of certain delegates, paragraph 1 had been drawn up in such a way that the provisions concerning the employment of an authorised loan could not be included in the Protocol. That was a political as well as a technical question.

M. DE CHALENDAR said that the Financial Committee had carefully studied the discussion that had taken place in the Third Committee. It had decided that there was no reason to modify the text of the first amendment, and that it would be preferable to leave the Council the right to insist or not on the necessity of international control as the cases should arise.

The Financial Committee thought that the scruples aroused by the second amendment proposed by the Third Committee could be dispersed by the insertion of a new paragraph to read as follows :

" The Council may make conditions as to the employment of the proceeds of the loan and supervision of such employment. These conditions shall be embodied in the Protocol mentioned in paragraph 1."

The CHAIRMAN thought that these explanations were sufficient to allow the Committee to decide to accept the text of the Financial Committee.

This suggestion was approved.

Article 22 (Guarantee of States not Members of the League of Nations).

The CHAIRMAN reminded the Committee of the important problem in connection with this article, raised by the declaration of the Turkish delegation at a previous plenary meeting.

M. DE CHALENDAR said that on that occasion Sir Henry Strakosch had explained the attitude adopted by the Financial Committee. He in his turn would do no more than to point out that the Financial Committee had taken the standpoint that only States Members of the League of Nations should be allowed to take part in this Convention. It was certainly not inconceivable that its benefits might be extended to States non-Members, but no provision had been made for such an eventuality. Moreover, the opinion had been expressed that it was impossible to extend the Convention in this manner. Besides many objections of a technical character, there was also the objection of a constitutional character, that the Convention depended on the Covenant and that it was difficult for a State to be party to this Convention on Financial Assistance without accepting at the same time all the rights and duties imposed by the Covenant.

M. Iro (Japan) said that his Government was in favour of the idea of extending the scope of this Convention by admitting to it States non-Members of the League of Nations; but he would not insist upon this point since the technical difficulties in the way were so great. He would re-examine the situation.

M. MASSIGLI (France) thought that, if the Committee took this step, it would be absolutely necessary to explain to States non-Members of the League that, if they wished to become parties to this Convention, they would have to bind themselves definitely, at the same time, to accept Article 17 of the Covenant, that was to say, to recognise the Council's power of mediation. It might be a matter of political interest to induce certain States non-Members of the League to accede to the Convention, but he emphasised again that it would be impossible for them to be allowed to enjoy exclusive advantages from their accession without being bound on their side by the least engagement in return. That was why the acceptance of Article 17 of the Covenant ought to be made a preliminary *sine qua non* condition to their accession to the Convention.

In the CHAIRMAN'S opinion, the explanations of M. de Chalendar and M. Massigli were completely convincing. He proposed that the Drafting Committee should authorise him to give a brief explanation at a plenary meeting of the reasons why it had been considered to be difficult to admit the request of the Turkish delegation.

M. SOKAL (Poland) reminded the Committee that it had discussed the possibility of the accession of non-Member States, provided that they accepted Article 17 of the Covenant.

M. DE CHALENDAR replied that, in such a case, it would be necessary to re-draft completely eight articles of the draft Convention.

M. SOKAL (Poland) asked what would be done with Article 22 in those circumstances.

M. DE CHALENDAR replied that it only concerned the possibility of the participation of States non-Members of the League in the guarantee of the annual service of a particular loan.

The Chairman's proposal was adopted.

Article 25 (Reference of Disputes to the Permanent Court of International Justice).

M. RUTGERS (Netherlands) agreed with the Third Committee in thinking that recourse to the jurisdiction of the Permanent Court of International Justice would not necessarily be a cause of delay owing to the existence of a summary procedure.

Viscount CECIL OF CHELWOOD (British Empire) thought that the Committee ought to allow itself to be guided by the financial experts and to set up as simple and rapid a machinery as possible. The Council was always free to ask for the advice of the Permanent Court should it find it necessary.

M. DE CHALENDAR said that the Financial Committee had had to keep to its original decision and make use of the experience it had collected in the course of its previous financial interventions when the Council had always been taken as arbiter.

M. RUTGERS (Netherlands) did not press the matter.

Article 26 (Decisions of the Council).

Viscount CECIL OF CHELWOOD (British Empire) thought that the text ought certainly to be based on the terms of the Covenant, as had been proposed by the Third Committee.

M. Iro (Japan) pointed out that it was proposed that all the decisions of the Council, except those entailed by Article 1, should be taken by a simple majority vote. Would it not be just in Articles 13 and 14, for example, that the representatives of those States which had undertaken special guarantees should also be allowed to vote? The present provisions seemed to him to be too strict.

M. COBIÁN (Rapporteur) did not agree with M. Ito, since in practice all States would be able to claim such a right.

VISCOUNT CECIL OF CHELWOOD (British Empire) suggested that the difficulty might be solved by the general provisions of the Covenant, which allowed a Member of the League of Nations to be called to the Council each time that that Member was especially interested in the discussion of a particular matter. Perhaps an expression drawn up in general terms could be introduced to meet this difficulty.

M. ITO (Japan) did not insist on his proposal.

Article 29 (Interval between Ratification and Participation).

M. TUMEDEI (Italy) recalled the fact that, under the first draft, no State could be allowed to participate in the advantages and obligations of the Convention except one year after its signature and ratification. That was certainly an encouragement to speedy accession to the Convention. It was not the same in the actual text before the Committee, where a State could ignore the Convention, and then, at the approach of danger, hasten to deposit its adhesion.

The CHAIRMAN proposed to keep the observations of M. Tumedei in mind, so that the Bureau and the Rapporteur could re-examine the provisions of this article in collaboration with the members of the Financial Committee.

This proposal was adopted.

Additional Article (Relation with the Disarmament Convention).

The CHAIRMAN reminded the Committee that, at the last Assembly, the majority of the delegations had been of the opinion that the Convention on Financial Assistance should be linked up with the Disarmament Convention. At the previous meeting, however, several delegations had thought that it would be better to put the Convention on Financial Assistance into force independently of other conventions. On the other hand, some delegations had insisted on the necessity of establishing such a relation.

Furthermore, the Finnish delegation had raised a question of drafting. It had pointed out that a provision which stated that the Convention would cease to be in force if the General Disarmament Convention ceased to operate might give rise to difficulties. In certain cases, doubts might arise as to the maintenance in force of the Disarmament Convention.

On the other hand, under Article 8 of the Covenant, once the plans for the reduction of armaments were accepted, they would remain permanently in force, with the reservation of possible modifications.

BARON ROLIN JAEQUEMYS (Belgium) asked if those delegations that were in favour of a suspensory clause insisted on the insertion of this provision in the text, and if it would not be possible, instead of having an additional article, to draw up a draft resolution, which would be communicated to the Assembly at the same time as the Convention itself.

VISCOUNT CECIL OF CHELWOOD (British Empire) said that this was a point on which the opinion of his Government was quite formal, and on which he personally had received very precise instructions. It would be a serious mistake if such a formula were not inserted in the Convention. The acceptance of a Disarmament Convention would be such a step forward that, once its principle was accepted, the British Government would regard the Convention on Financial Assistance in quite a different and much more favourable light. He asked that such a relation between the two Conventions, which was of the greatest utility, should not be done away with or disguised.

M. MASSIGLI (France) pointed out that the question could be viewed in a slightly different way, according to whether the Convention included cases of threat of war or not. If the application of the Convention was limited to cases of war, he wondered whether Viscount Cecil would not revise his opinion.

In any case, the present draft of the article was incorrect. If the same Powers which were parties to the present Convention on Financial Assistance were also parties to a disarmament convention, he would agree to the draft; but it was important that the link established between the two Conventions should not result in preventing the Convention on Financial Assistance from coming into force; the veto of any non-signatory Power of this Convention would be sufficient to do that. Should not the coming into force of the Convention on Financial Assistance be linked to the existence of a disarmament convention, the parties to which would be the signatory Powers of the first Convention?

VISCOUNT CECIL OF CHELWOOD (British Empire) wished to have time to reflect on M. Massigli's proposal, to which at the moment he saw no objections.

But, in any case, he did not agree with the first opinion expressed by M. Massigli. It was quite true that the Convention would not be so efficient if it only applied to cases of war, but, nevertheless, it should not be forgotten that the principal aim of the Convention was to maintain the principle that certain Governments which had accepted new obligations would make an attempt to bring about a general disarmament convention.

The CHAIRMAN said that there were two diametrically opposite opinions. As the Third Committee had decided by a majority in favour of relating the two Conventions, he thought that in any case an article might be drawn up which would express this idea, and he proposed that the draft of it should be entrusted to the Bureau in collaboration with Viscount Cecil and M. Massigli. Thus, States that were opposed to this relation could make reservations to the text, and the Rapporteur would explain the position of those States before the plenary Committee.

This proposal was adopted.

M. TUMEDEI (Italy) also reserved his opinion on the second part of M. Massigli's observations.

FOURTH MEETING

Held on Wednesday, May 7th, 1930, at 10 a.m.

Chairman : M. BENEŠ (Czechoslovakia).

Present ; All the members of the Drafting Committee.

4. Financial Assistance to States Victims of an Aggression : Drawing-up of the Draft Convention (continuation).

The CHAIRMAN recalled that the members of the Bureau and the representatives of the Financial Committee had been requested to adjust the various texts and amendments which had been put forward and which appeared in the synoptic table (see document C.P.D.190, C.A.S.88) (Annex XII to the Minutes of the Plenary Meetings). He proposed to leave the political articles on one side and to pass rapidly in review the technical articles of the draft submitted by the Bureau (Annex VI).

This proposal was adopted.

Articles 2 to 5.

The original text was adopted.

Article 6.

The text of the Bureau was adopted.

An explanatory note would state that the sum of 100 million francs only appeared as an example and that it would be for the Governments to fix definitively the maximum annual liability. The same was the case in regard to the date of January 1st, 1930. The actual date would also be fixed by the Governments.

Articles 7 and 8.

The original text was adopted.

Article 9.

The text of the Financial Committee was adopted.

Articles 10, 11 and 12.

The original text was adopted.

Article 13.

M. WESTMAN (Sweden) recalled that in certain countries it was not the Government which was qualified to issue a loan. The Swedish delegation had therefore proposed to say : " The Government or the competent authority to issue a loan ". The Financial Committee, however, had considered that it would suffice for the Swedish delegation to make a declaration to that effect at the time of signature.

This article, amended by M. Massigli, was adopted in the following form :

" In the event of the application of Articles 1A or 1B, the Council of the League of Nations shall authorise the Government of the High Contracting Party to issue a loan enjoying the ordinary guarantees and the special guarantees resulting from the present Convention. The Council may exclude the ordinary guarantee or special guarantee of any Government if, in its opinion, it would not be desirable in the interest of the success of the loan that such ordinary guarantee or special guarantee should attach to the loan."

For paragraphs 2 and 3, the original text was adopted.

Articles 14 and 15.

The text of the Financial Committee was adopted.

Article 16.

The original text was adopted.

Article 17.

The text of the Financial Committee was adopted.

Articles 18, 19, 20, 21 and 22.

The original text was adopted.

Article 22A.

The text of the Financial Committee was adopted.

Articles 23, 24 and 25.

The original text was adopted.

Article 26.

Adopted in the following form :

“ 1. Decisions of the Council under Articles 1A or 1B shall be taken by the unanimous vote of the Members represented at the meeting, the votes of representatives of the parties to the dispute not being counted in determining such unanimity.

“ 2. All other decisions taken by the Council in virtue of the present Convention shall be taken by a simple majority vote of the Members represented at the meeting, the votes of the representatives of the parties to the dispute not being counted.

“ 3. A Member of the League which is not a Member of the Council shall not claim to sit on the Council when the latter discusses questions arising under the present Convention, in virtue of the fact that it is an ordinary guarantor or special guarantor under the present Convention.”

Articles 27 and 28.

The original text was adopted.

Articles 29 and 30.

The Bureau proposed to substitute these articles by a new text (Articles A, B, C).

M. ERICH (Finland) considered that the text of the Bureau was incompatible with the provisions of Article 8 of the Covenant, which provided for the revision every ten years of the plans for the reduction of armaments.

Moreover, it created a very regrettable uncertainty, for it could not be known which States signatories were, and would remain, bound by the Disarmament Convention.

The Finnish delegation was not in favour of the additional text and wished to replace it by the following text :

“ The present Convention shall enter into force only on condition of the previous entry into force of a general convention on disarmament, in accordance with Article 8 of the Covenant of the League of Nations. The present Convention may form the subject of a re-consideration and, if necessary, of a revision under the conditions applicable to the general convention on disarmament.”

That text created enough connection without emphasising too much that assistance would depend on the condition that the applicant State had carried out all the liabilities of disarmament.

M. MASSIGLI (France) considered that the text proposed by the Bureau was open to criticism in so far as it laid down that the link to be established between the present Convention and the entry into force of the disarmament plan should be defined by the Conference which adopted the plan. It would be somewhat surprising if the fate of the Convention depended on the decisions of a Conference which included representatives of Powers that had not signed it (Annex VII).

The CHAIRMAN considered that there was a danger that the connection laid down by the Bureau would be too strait.

VISCOUNT CECIL OF CHELWOOD (British Empire) stated that this article was one of those to which his Government attached the greatest importance. It was impossible for him to give his opinion at first sight, but provisionally he could see that he would prefer the first paragraph of the text submitted by the Bureau and the second paragraph of the text of the Finnish delegation. A text drawn up in that manner would give satisfaction to the ideas which he had been instructed to put forward in the most formal manner. In any case, a text of that kind was a *sine qua non* for the acceptance of the British Government.

M. ERICH (Finland) stated that the Finnish proposal assumed the strict and rigorous application of Article 8 of the Covenant. It was well understood that the Disarmament Convention could not be allowed to be put more or less on one side. In that case, the observations of M. Massigli retained all their importance. If the French proposal regarding the Additional Article was limited to the first paragraph, it should be such as to give satisfaction.

M. RUTGERS (Netherlands) had, at first sight, objections to the second paragraph of the text proposed by the Bureau. Was it intended to indicate that the Conference which would adopt the disarmament plan would be qualified to alter the Convention on Financial Assistance?

The CHAIRMAN replied that the Committee appeared to be in agreement that the second paragraph should be omitted.

M. RUTGERS (Netherlands) wished also to know what was the meaning of the expression "may refuse" which appeared in the second paragraph of the French proposal. Did it refer to a unanimous decision?

Baron ROLIN JAEQUEMYS (Belgium) would not emphasise his regret at seeing a convention made dependent on the putting into operation of another convention. Would it not, however, aggravate the situation still more to include the Additional Article in the body of the text, and would it not be preferable to draw up a convention which was complete in itself by adding at the end, in an additional article, the suspensory condition?

M. MASSIGLI (France) said that the observations which had already been made in regard to paragraph 2 of the text of the French delegation made him decide to accept its omission. He had already stated that he was in agreement with the feeling just expressed by Baron Rolin Jaquemys, but, since the British delegation made the insertion of the article a *sine qua non*, he would bow to that desire and would accept a text uniting paragraph 1 of the text prepared by the Bureau and paragraph 2 of the French draft. That article in that form would be the last article of the Convention.

M. SOKAL (Poland) supported the point of view of the Belgian representative. He drew attention to certain drafting difficulties. It was to be said that the entry into operation of the Convention was dependant on the putting into force of the disarmament plan stipulated for in Article 8 of the Covenant, but the final result of the Preparatory Commission on Disarmament was still unknown, and the experience of the past years did not permit of any absolute certainty in regard to the possibility of realising a plan. How, then, was it possible to bind oneself to-day when the present Convention might have to be completely re-drafted in the event of the direction of the work on disarmament being altered? Could not entire satisfaction be given to the British argument by abstaining from taking a decision beforehand in regard to the putting into force or the absence of the putting into force of a disarmament plan?

M. TUMEDEI (Italy) considered that, if the Committee contented itself with stipulating that the entry into force of the Convention would be dependent on the general provisions for disarmament, doubts would still subsist. Indeed, if a State which signed the Convention on Financial Assistance did not give its adhesion to the disarmament plan, was it possible that that situation would hinder the operation of the Convention on Financial Assistance? It would be extremely difficult to establish such a connection.

At the same time, he felt some doubt in regard to the French proposal, according to which a contracting party might be unable to benefit from financial assistance if, within a period of one year, it had not carried out the plan for the limitation and reduction of armaments. Indeed, if the disarmament plan had to be applied immediately, a period of one year would be too long. If, on the contrary, it was necessary to wait longer, that provision might constitute an obstacle.

In conclusion, it was impossible to state the exact action which it would be desirable to establish before it was known exactly what the disarmament plan would be. Might it not, therefore, be said at the very least in an introductory note that a general formula was employed because the disarmament plan had not yet been drawn up?

The CHAIRMAN summarised the situation: in the first place, the Committee was unanimously agreed that the article should be put at the end of the Convention. In the second place, it was agreed to take the first paragraph of Article A prepared by the Bureau and the first paragraph of the French text. In the third place, the second paragraph of the French text would be omitted, as well as the second paragraph of Article A.

Finally, it appeared that there was no objection to stating in an introductory note that the connection between the Convention and a general disarmament convention could not be definitively established, but the Chairman would be tempted to agree with M. Massigli that it was dangerous to make it dependent on another convention.

M. SOKAL (Poland) asked whether it would not be wiser to avoid the expression "entry into force of a general plan for the reduction of armaments". Would it not be preferable to use the expression: "entry into force of the arrangements made for obtaining a reduction in armaments"?

Viscount CECIL OF CHELWOOD (British Empire) accepted the omission of the term "general," provided that reference to Article 8 of the Covenant was maintained.

M. MASSIGLI (France) reminded the Committee that it ought not to lose sight of the very definite task that had been entrusted to it, to draw up a Convention to be signed at latest by the next Assembly. The Committee had connected the Convention with that on disarmament; but, on the other hand, it had recognised that the objections to paragraph 2 of the text prepared by the Bureau, which made the existence of the Convention dependent on a Conference in which Powers which were not parties to the Convention on Financial Assistance took part, had been noted. Let the existence of this connection be admitted and let it be defined, but at the same time a practicable and self-sufficient text should be drawn up.

Baron ROLIN JAEQUEMYS (Belgium) recalled that reference had been made expressly to the text of Article 8 of the Covenant. It would therefore be preferable not to alter the terms, but to employ the following expression: "the putting into force and the maintenance of a plan for the reduction of armaments".

M. SOKAL (Poland) pointed out that the following formula should be put at the beginning of the article: "subject to the eventual application of Article 16 of the Covenant", in order to emphasise that, if the Convention did not enter into force and Article 16 had to be applied, the Council had every right to do so.

Viscount CECIL OF CHELWOOD (British Empire) had no objections of principle, but it would be still more preferable not to mention Article 16, in order that no one should raise doubts as to its existence.

M. SOKAL (Poland) was entirely satisfied with that statement.

M. RUTGERS (Netherlands) asked how the end of the period laid down in the article would be determined. The best procedure would perhaps be to request the Council to decide the matter, but Article 25 itself would not enter into force before the remainder of the Convention. That was a vicious circle from which it would be difficult to escape.

M. SOKAL (Poland) replied that in practice the difficulty would not exist. When a party ratified financial assistance, the Council would see whether it was desirable to grant it.

Viscount CECIL OF CHELWOOD (British Empire) added that recourse could also be had to the Optional Clause.

The CHAIRMAN observed that there were certain legal questions which were automatically settled *via facti*. That was at present the case. With the entry into force of the disarmament plan, the Convention on Financial Assistance would immediately enter into force.

The first paragraph of Article A of the Bureau, completed by the first paragraph of the French proposal, was adopted as the last article of the Convention.

The CHAIRMAN opened the discussion on Article B, which was adopted in the following form:

"It shall also be a condition of the entry into force of the present Convention that the ratifications or accessions which it has received shall have resulted in causing a sum of not less than 50 million gold francs, for the annual service of loans, to be covered by ordinary guarantees and also by the special guarantees of not less than three Governments."

The CHAIRMAN recalled that the sum of 50 million francs appeared only as an explanation.

Article C was adopted in the following form:

" Article C.

"1. The present Convention shall enter into force ninety days after the date on which the conditions set out in Articles A and B are satisfied. The Secretary-General shall make the calculations necessary for the purpose of Article B. He shall notify the entry into force of the Convention to all the Members of the League.

"In the case of High Contracting Parties ratifying or acceding to it after its entry into force, the Convention shall take effect on the day on which the instrument of ratification or accession is deposited with the Secretary-General of the League of Nations.

"2. The total maximum amount covered by ordinary guarantees in accordance with Article 6 on the date of entry into force of the Convention, and any subsequent increase in that amount resulting from a new ratification or accession, shall be notified to all the Members of the League by the Secretary-General."

The CHAIRMAN opened the discussion on Article D.

Baron ROLIN JAEQUEMYS (Belgium) drew attention to paragraph 1:

"The present Convention shall be concluded for a period of ten years, dating from its entry into force."

He considered that there would be more likelihood of accession if it were known for how long Governments would be bound.

M. DE CHALENDAR considered that, as there was a financial undertaking, it was necessary to know for how long that undertaking would be valid. Was not the period of ten years, however, too short? Should it not be raised to 15 years or a limit fixed such as, for instance, the year 1945?

M. MASSIGLI (France) added that, since there was no authority qualified to say that on a certain date the Convention would enter into force, it was necessary to know at what moment the guarantees and engagements accepted would enter into action.

Paragraph 1 was adopted.

M. RUTGERS (Netherlands) pointed out that paragraph 2 stipulated that the Convention should remain in force for two further successive periods of five years, but it had not yet entered into force. It was necessary to distinguish between the entry into force of Articles A, B, C and D, which would take place immediately after signature, and, on the other hand, the material content of Article C, which would only apply after certain conditions had been fulfilled.

Baron ROLIN JAEQUEMYS (Belgium) proposed the following text:

“ The present Convention, concluded for a period of 15 years from this date, shall enter into force on the ninetieth day.”

If there was too long a delay in obtaining the necessary guarantees, the Convention would be in force until the expiration of the period still to run.

M. TUMEDEI (Italy) could accept this text, but asked whether it was possible to provide for so long a period. Would it not be preferable to display the confidence shown in the disarmament conference and to keep to a period of ten years?

The CHAIRMAN noted that the Committee had reached a certain amount of agreement on principle and proposed to leave to the Bureau and the Rapporteur the task of co-ordinating the different texts proposed.

Paragraphs 1, 2, 3, 4 and 5 were provisionally adopted.

Viscount CECIL OF CHELWOOD (British Empire) considered that a provision should be inserted giving the assurance that the Convention should not fail without an effort to revive it and proposed some such sentence as:

“ Even in this case a conference of all the signatories shall be held in order to consider what can be done to save the Convention.”

Paragraphs 6 and 7 were adopted.

Article 31.

The CHAIRMAN opened the discussion on Article 31 (original text).

M. RUTGERS (Netherlands) said that this text was contrary to Article 18 of the Covenant, which laid down that other treaties entered into hereafter should be forthwith registered.

Baron ROLIN JAEQUEMYS (Belgium) replied that it nevertheless appeared reasonable to interpret the Covenant by stipulating that only existing Conventions should be registered.¹

Dr. GÖPPERT (Germany) noted that it was left to the Secretary-General to decide whether the conditions laid down in the Additional Article had been fulfilled. Could he not be relieved of that responsibility by providing for a Council decision on the matter?

The CHAIRMAN replied that it would in fact be possible to stipulate that registration should only take place after a decision of the Council.

Viscount CECIL OF CHELWOOD (British Empire) formally opposed this proposal. The registration of a treaty was an act simply intended to notify the world that a document was in existence and that it had the force of international law. There could be no question of considering for a single moment the imposition of any preliminary condition whatsoever. To do so would create a most dangerous precedent.

Article 31 was adopted.

Article 1A.

The CHAIRMAN proposed to return to Article 1A.

Viscount CECIL OF CHELWOOD (British Empire) pointed out an omission. Once financial assistance was granted, the Council had taken a decision and thus its powers as an organ of conciliation were considerably diminished. Would it not be possible to avoid that objection by stating that if, in spite of all the efforts of the Council of the League of Nations for the maintenance or re-establishment of pacific relations, a State . . . resorted to war against a High Contracting Party, the latter would receive financial assistance?

M. MASSIGLI (France) had no objection, but no ambiguity should be allowed to subsist which would compel the Council to make further efforts, even if it knew in advance that it was impossible to reach a conclusion. Some such formula as the following would therefore be necessary : " In spite of all the efforts which the Council shall have made ".

Viscount CECIL OF CHELWOOD (British Empire) agreed.

M. WESTMAN (Sweden) recalled the Danish proposal, which was supported by the Swedish delegation. It compelled the parties, even in time of war, to submit to the provisional recommendations of the Council. He asked the Rapporteur to be good enough to explain in his report the reasons why the Drafting Committee had been unable to accept that proposal.

M. COBIÁN (Rapporteur) replied that the proposal related to the original text. The present situation was different.

Article 1A was provisionally adopted.

Article 1B.

M. ERICH (Finland) drew attention to the following passage : " if the Council . . . shall . . . have taken action . . . and if either of the parties shall refuse or neglect to conform to such measures . . . ". He willingly accepted the expression " measures " in place of the term " directions ", which would have been likely to delay the accession of several Powers. He hoped that in order to avoid any misunderstanding, the Bureau would be good enough to explain that the provisions in question should apply equally to a dispute between States Members of the League of Nations and States non-signatories of the Covenant. Without that statement, the practical value of the text would be very weak.

The CHAIRMAN replied that it had never been intended to restrict in any way whatever the obligations of the Covenant. The text was such as to give satisfaction to the preoccupations of M. Erich.

Dr. GÖPPERT (Germany) renewed his declaration of the previous day.

Article 1B was provisionally adopted.

Article 1C (Undertaking to give no Help to the Opponents of the High Contracting Party which benefits from Financial Assistance).

M. WESTMAN (Sweden) was obliged once again to point out that he had doubts in regard to the expediency of this article. He took the case of States non-Members of the Council who might not always be entirely satisfied with the decision taken apart from themselves. Nevertheless, he was prepared to accept the risk. It would, however, be going too far to add the obligation to give no help, direct or indirect. M. Westman was unable to accept such an extension of the Convention.

Viscount CECIL OF CHELWOOD (British Empire) stated that his doubts in that connection had only increased : indeed, the article brought into action the greater part of Article 16 by means of a decision taken not by the parties individually, but by the Council. That signified that it would be necessary to break off all relations with the belligerent parties ; that was to say, to put into operation the economic provisions of Article 16 of the Covenant. It was true that the phrase " without prejudice to the obligations arising from Article 16 of the Covenant " had been added, but Viscount Cecil did not see that that added anything to the meaning. It appeared to reserve the freedom of other countries, but the rest of the text withheld that freedom. Would it not be expedient to be content with the undertaking to give no help, without adding " direct or indirect " ?

M. RUTGERS (Netherlands) noted that the undertaking to give no help was extremely ambiguous. Did it indicate that all commercial relations should be broken off, or that States should refrain from any complicity ? In the second place, did the text leave entirely to the States the right to decide whether the case of Article 16 arose ?

The decision which had been taken not to submit disputes to the Permanent Court of International Justice was also valuable in regard to that article. Thus, it was comprehensible that States non-Members of the Council would hesitate to accept an obligation whose extent was not clearly delimited. Would there be any objection to omitting the article ?

M. ITO (Japan) added that in its new form the bearing of the article, whose uncertainty had already been feared in its original form, would be increased. The provisions of Article 16 were to be extended to cases of conflict. There were great difficulties in that certain Governments would apply the provisions of Article 16 to cases other than the case of war, and M. Ito must make an express reservation on this article.

M. POSPISIL explained the point of view of the Financial Committee. It was a question of explaining that if financial assistance were accorded, it was logically inconceivable that help would intentionally be given to the opponents of the State who received that assistance. In any case, it would be necessary to indicate most clearly in the introductory note that the article should be the object of a restrictive interpretation.

Viscount CECIL OF CHELWOOD (British Empire) proposed the following text :

“ The High Contracting Parties undertake . . . not to obstruct or nullify the action of the Council in granting this assistance.”

M. MASSIGLI (France) was of the same opinion as M. Ito. In regard to Article 1A, he considered that the Committee should keep the text with the omission of the expression “ direct or indirect ”. Article 1B raised a more delicate question because of the existence of Article 23. If a State at the same time as it opened its financial market to another State opened its market also to the opponent of that other State, it would be using a very simple means of preventing the Convention from operating.

The CHAIRMAN noted that there was unanimity in regard to the text of Article 1A and that, on the other hand, well-founded criticisms had been expressed in regard to Article 1B. He proposed that the Bureau and the members of the Financial Committee should prepare a new text for the next meeting.

M. TUMEDEI (Italy) considered that the observations of Viscount Cecil had a much wider bearing.

Viscount CECIL OF CHELWOOD (British Empire) observed that, in fact, an endeavour was being made to provide against a quite inconceivable danger. It was unbelievable that a State which accorded a loan should take measures which would result in nullifying the guarantees of that loan.

M. DE CHALENDAR replied that, nevertheless, it was necessary not to be too confident. A State might very well accord financial assistance to one State and at the same time consider it a very profitable operation to grant help to the opponent of that State.

The CHAIRMAN considered that the most simple solution would be to omit the expression “ direct ” or “ indirect ” and to give explanations in the introductory note. The reservation of the Swedish delegation would none the less subsist.

Viscount CECIL OF CHELWOOD (British Empire) considered that it was doubtful whether the present text gave guarantees against the avidity of financiers, the more in that it only bound the contracting parties and not their nationals.

M. MASSIGLI (France) recognised the difficulty, but the obligations of Article 16 of the Covenant would none the less retain all their force and would enable States to take measures against their nationals. Apart from that, in the case of threat of war, the Governments were not without means of action in regard to their financial markets, they could prevent the issue of a loan or, at least, make the conditions of that loan much more onerous.

Viscount CECIL OF CHELWOOD (British Empire) considered when war was declared Article 16, whose provisions were a great deal more severe than those of Article 1C, would enter into operation. All the necessary guarantees of Article 1A would thus have been taken, and, in short, there would rather be an advantage in omitting Article 1C.

The CHAIRMAN noted that the Committee had before it a suggestion to add at the end of Article 23 a provision which would state more clearly the obligations assumed in the event of the threat of war, and showing that in case of conflict not only should no positive help be accorded but that no negative help should be given to the opponent.

M. DE CHALENDAR was compelled to state that, from the financial point of view, the complete absence of such a provision would be extremely regrettable.

M. POSPISIL added that it was necessary to state in the text that nothing should prejudice the provisions of Article 16 of the Covenant.

The CHAIRMAN proposed to reserve Article 1C, which would be submitted at the same time as the introductory note.

Viscount CECIL OF CHELWOOD (British Empire) left the matter to the decision of the Bureau.
Agreed.

Article 4.

M. TUMEDEI (Italy) had made certain proposals which the Bureau had not approved. He did not insist on them, but he recalled that in regard to Article 4 he had proposed that amortisation should be divided over the whole period of the loan. He asked whether it would not be possible to examine this proposal once again.

M. POSPISIL replied that the Financial Committee would examine it.

Sir Henry STRAKOSCH felt compelled to state that the Financial Committee considered that the proposal would raise great technical difficulties. In the first place, such provisions might raise difficulties from the point of view of placing the loan on the market. In the second place, objections would certainly be raised from the point of view of the borrower who, being engaged in a war, would obviously be unable immediately to make supplementary payments outside the service of interest on the loan. Finally, it was customary to provide in regard to loans that a stable annuity or interest on amortisation should be equal in quantity from the beginning, so that at the end of the period the proportion of amortisation was much greater.

M. TUMEDI (Italy) considered, on the contrary, that the market would be much better disposed if rapid amortisation were provided for.

In the second place, if the interests of the borrower had to be taken into account, it was also necessary to take into account the interests of the creditors and the guarantors. The special guarantors in particular would desire that amortisation should start from the beginning.

In the third place, was it absolutely necessary to provide for a fixed annuity?

M. Tumedei asked the Committee to reflect on that question, for in his opinion it was of the highest importance that each State should know exactly what was the total burden of the obligations which it assumed.

The CHAIRMAN proposed that the Bureau, the Rapporteur, and the representatives of the Financial Committee should consider the question.

Agreed.

Preamble.

M. ITO (Japan) stated that his reservation referred also to the Preamble.

M. DE CASTRO (Uruguay) had been instructed to ask the Committee to consider whether it saw any possibility of stating the nature, the extent and the meaning of the supplementary obligations which the contracting parties would have to assume. The Preamble had an interpretative value in dissipating any doubts which might exist. In its text, the new obligations and the existing guarantees could be pointed out clearly, and in particular those offered by the Covenant.

M. COBIAN (Rapporteur) considered that this request was well founded, for the present text was too vague. He felt that it should be explained that it was a matter of "financial assistance by means of the guarantee of loans". Thus, it would be stated in a summary of the usual character of what financial assistance consisted.

M. DE CASTRO (Uruguay) was satisfied.

The Preamble was adopted.

The text as a whole was adopted with the exception of Articles 2, 3 and 1C, which would be submitted again at the same time as the introductory note.

FIFTH MEETING

Held on Wednesday, May 7th, 1930, at 4 p.m.

Chairman : M. BENEŠ (Czechoslovakia).

Present : All the members of the Drafting Committee.

5. **Financial Assistance to States Victims of an Aggression : Drawing up of the Draft Convention (continuation).**

The CHAIRMAN wished, before beginning the discussion on the general draft Convention with a view to strengthening the means of preventing war, to consult the Committee on a special point arising out of the Convention concerning Financial Assistance. The small Drafting Committee which had dealt with that matter had been authorised to replace Article 1C which referred to Article 16 of the Covenant by another article in which a negative formula would be inserted. The Chairman submitted the text proposed by the Financial Committee for Article 23, which was to the following effect :

" Governments participating in the ordinary guarantee or in the special guarantee undertake to facilitate as completely as possible the issue of loans authorised in conformity with the present Convention both by opening their financial markets for these loans and by abstaining from any measure which might compromise the effective nature of the financial assistance which is the object of the present Convention."

This text met the ideas expressed at the previous meeting of the Committee and consequently might be expected to raise no objections. Nevertheless, difficulties might be encountered in regard to the second part which referred to Article 16 of the Covenant. It had been proposed to insert this provision in the form of a second paragraph to Article 23 in the following terms :

“ This or any other provision of the present Convention cannot be interpreted as affecting the rights and obligations incurred by the High Contracting Parties as the result of the stipulations of Article 16 of the Covenant.”

The Chairman proposed, in order to prevent a long discussion, that the Bureau should deal with the matter and should be authorised to consult the various delegations concerned, submitting the result of its work to the Committee in plenary session.

Viscount CECIL OF CHELWOOD (British Empire) thought that, in view of the general terms in which the provision had been drafted, it would be preferable to insert it in a place in the Convention where it would have a general meaning, for if it came immediately after Article 23 it would appear to be connected only with that article.

The CHAIRMAN agreed with this view, which was also that of the French delegation.

The proposals of the Chairman were adopted.

6. Draft General Convention for Strengthening the Means of preventing War (continuation).

The CHAIRMAN recalled that the members of the Committee had received a synoptic table (Annex I) showing the different suggestions proposed for the various provisions of the Convention. He proposed to open the discussion immediately on Article 3. The table submitted to the Committee comprised four columns : the French proposal, the former text amended according to the British proposals, the draft proposed by Baron Rolin Jacquemyns and the draft suggested by M. Undén. In addition, there was a new British proposal (Annex III).

Baron ROLIN JAEQUEMYS (Rapporteur) wished to explain that he submitted his text as Rapporteur and not as representative of Belgium. In agreement with the German delegation, he had shortened the original text submitted by it and he thought that the new text was appreciably nearer to the other texts except in respect of demilitarised zones of which it made no mention. This reference did not appear to him to be necessary, since those zones were provided for by existing conventions.

Should his draft, however, be accepted, Baron Rolin Jacquemyns thought that, in order to achieve the final adoption of this text, it would be better to complete it by the following provision :

“ The above provisions in no way affect the rights and obligations incumbent upon the High Contracting Parties as a result of the treaties and conventions which they have previously concluded.”

Viscount CECIL OF CHELWOOD (British Empire) wished to make a number of observations regarding the new British proposal, which he thought furnished a means of solving the difficulties before the Committee. The object of any discussion undertaken by the Committee on Arbitration and Security at its present session was to strengthen the moral obligations imposed by Article 11 of the Covenant and to transform them into legal obligations. In the accomplishment of this task the Committee had encountered many difficulties, of which the most serious was possibly the following. Many countries were somewhat reluctant to undertake in advance to apply the recommendations put forward by the Council, for, in view of the state of tension which would certainly exist during a time of crisis, the recommendations of the Council might be even involuntarily of a nature gravely to compromise the safety of the State concerned. Several Governments, and among them the British Government, felt this. It was therefore a question of ascertaining how Article 11 could be strengthened without imposing on the various States greater obligations than those which they were in a position to accept in the present state of international development. Several solutions had been proposed.

The first solution was to say : “ Why should not reliance be placed entirely on the wisdom of the Council ? ” This solution was obviously satisfactory. At the time when the Council would be called upon to examine the matter, the parties concerned would be present and would have the right to vote. In those circumstances, there was very little likelihood that the Council would decide to recommend measures which one of the parties concerned would think dangerous for its national security. From the opinion expressed, however, by the various delegations it seemed that this solution, however satisfactory it might appear in theory, would have very little chance of acceptance in practice.

It had also been suggested that Article 11 should be left in its present state as far as the vote of the parties was concerned, which would mean that they would be allowed the right to veto the decisions contemplated by the Council in cases where such decisions did not appear acceptable. To adopt this solution, however, would be to abandon any idea of making progress. It must, however, be clearly recognised that, even if the obligations to be assumed were defined as clearly as possible, in cases in which the Council recommended measures causing

real danger to the national security of one party, it was extremely doubtful whether that country would carry out even its contractual obligations in a case of this kind, and in that case the situation would become really dangerous.

Another solution had been suggested by the French delegation. It had proposed that one or two measures which the Council might be authorised to take should be defined, and, in regard to those measures, the parties should be required to assume the definite obligation to apply them. This suggestion, which seemed practical, had raised considerable objections, because the French delegation had logically completed it by proposing a number of provisions also of a compulsory nature concerning control and sanctions. The Governments of a number of countries, especially the British Government, would find it extremely difficult to accept these provisions. Lord Cecil also felt somewhat reluctant to stipulate that the Council could be allowed to adopt any particular measure which States might undertake to apply. The Council might, for example, lay down lines of demarcation and order the withdrawal of troops to a position beyond those lines, but these were the only provisions it could recommend which should be binding on States. This solution would, he thought, considerably reduce the powers conferred upon the Council by Article 11. The Committee should not, however, forget that, up to the moment, Article 11 had always proved entirely satisfactory. It was after a careful study of these various solutions that Viscount Cecil had reached the conclusion that perhaps a simpler solution was possible. It would be sufficient, in his view, to state the actual facts in the Convention.

When the recommendations put forward by the Council, with the object of reducing a threat of war or of putting an end to war, constituted a real danger to the security of one of the countries concerned, it was obvious that that country could not accept them. The Council could therefore be left quite free to exercise its powers, provided that it was laid down that, if the Council exercised its powers in a form which would obviously be dangerous for one of the parties concerned, that party could refuse to apply the measures recommended. In any case, this, in Viscount Cecil's view, was the surest method of procedure, for even if the solution proposed by the French delegation were adopted, was it quite certain that in every circumstance it would be possible to accept the recommendations of the Council, and that in certain special cases some of the measures adopted would not put the party applying them in a dangerous position?

Lord Cecil was referring at this moment to the question of neutralised zones. Some years ago, it had been precisely this question which had given rise to strong objections on the part of military experts.

It was quite obvious that, if the troops of the two countries concerned were to be withdrawn behind lines of demarcation established at the same distance on both sides from the frontier, the consequences of this withdrawal might quite easily not be the same for both. It was quite possible that in such a case one of the two parties would be compelled to evacuate a very strong strategical position, while the other would abandon positions of no particular importance.

General Réquin and General de Marinis would certainly remember the discussions on this question which had taken place in the Advisory Committee.

These difficulties, which were already considerable in so far as the land forces of States were concerned, were still greater in the case of their naval and air forces.

On sea, it was almost impossible to establish lines of demarcation. The Committee must also realise that, for the moment, in so far as naval warfare was concerned, the object was not to provoke a combat between two fleets but to establish a blockade. In such a case, however, how would it be possible to establish lines of demarcation? Similar difficulties would be met with in the case of the air forces of the countries.

It seemed, therefore, very doubtful whether the French suggestion really constituted a satisfactory solution in practice. It should also be borne in mind that it imposed too great a restriction on the powers of the Council.

For that reason, the British delegation proposed to leave untouched the powers which the Council possessed in virtue of Article 11 and, in order to forestall the objections that countries which feared for their national security might make, the British delegation suggested the following text to form the second paragraph of Article 3 :

“ Provided always that nothing in this article shall compel any High Contracting Party to comply with any such recommendation of the Council which the High Contracting Party shall deem to be inconsistent with its national safety ; but, in that case, it shall forthwith furnish to the Council its reasons for refusing to comply with the Council's recommendation.”

It might immediately be objected that all the parties concerned would certainly urge that the measures laid down were incompatible with their national security. Lord Cecil did not think so. He could quote several examples drawn from recent events. In the great majority of cases, the recommendations made by the Council would obviously not be incompatible with national security and only the country which had definitely made up its mind to be the aggressor would tender a refusal. What country in the world would run such a risk?

In any case, Lord Cecil considered that, allowing for every kind of criticism, the article proposed by the British delegation was unobjectionable, for it left the powers conferred by Article 11 untouched and did not weaken them.

Before concluding, Viscount Cecil wished to reply in advance to the objections which the French delegation might make. If that delegation were to emphasise the fact that many things were lacking in the British proposal, more especially provisions covering control, Lord Cecil desired to point out that these measures of control were, if not expressly, at any rate

implicitly, included in the British text. If the Council ordered the withdrawal of troops beyond a line of demarcation, and if one of the States in question were to maintain that that measure was incompatible with its national security were the other country not to carry out the prescribed withdrawal, it was obvious that the Council would be asked to control the execution of the measures recommended, which meant that control would be assured.

Obviously, the British proposal made no mention of the sanctions contemplated in the French proposal. Lord Cecil, however, did not think that an extension of the already very considerable powers arising out of Article 16 of the Covenant would be opportune at the moment. This extension would not be agreed to by many countries and particularly by Great Britain. Nevertheless, though Article C in the form in which the French delegation had drafted it was not to be found in the British proposal, it was none the less true that the substance of this article was, at any rate most of it, implicitly contained in that proposal. If the Council were to make recommendations which were obviously reasonable and capable of acceptance by the two parties, and if one of them did not execute them, there was very little chance of that party avoiding the sanctions provided for in Article 16 should war break out. The British formula therefore made possible an indirect return to the question of sanctions.

In a spirit of conciliation, Lord Cecil said in conclusion that, if in the view of the majority of the Committee such a procedure were necessary, it might be possible as an example — and Lord Cecil would emphasise this point — to outline certain measures. Personally, Lord Cecil, without being opposed in principle to this solution, thought it preferable to preserve the general form of the British proposal.

General DE MARINIS (Italy) observed that he had not taken a very active part in the drawing up of the articles of the Convention under consideration, and that he had wished to defer until the final reading of the texts submitted the definitive expression of his opinion. At the same time, he could not refrain from stating that in any case the proposal submitted by Viscount Cecil would have the sympathy of the Italian delegation, for it covered a great part of the preoccupations of the various countries on the occasion of the signature of a Convention whose exact bearing was not known. Moreover, the formulae adopted in that proposal departed as little as possible from the text of the Covenant, which was certainly an advantage.

In regard to the French proposal, General de Marinis had recognised several days ago that technically it was perfectly logical, but that it raised grave objections in practice; and that was why the British proposal appeared to him to be preferable. Nevertheless, he maintained all the preoccupations expressed by Italy with regard to a general treaty and he reserved his view in regard to the final conclusions.

M. MASSIGLI (France) had listened with great interest to the very friendly statement of Viscount Cecil. Nevertheless, to his very great regret, he could not support the text proposed by the British delegation. He said "to his very great regret" because he considered that the check which the Committee would encounter was greatly to be regretted. He had believed that, in spite of the difficulties, it would be possible to do constructive work, at least in the field of the prevention of war, but he was compelled to note that the proposal of the British delegation did not constitute real advance. In particular, it defined the conditions for the application of Article 11 of the Covenant and nothing more. M. Massigli felt that it was always undesirable to confine oneself to repeating provisions which already existed. The result was only to weaken them. Viscount Cecil had accused the French delegation of reducing, by its proposal, the scope of Article 11 and of restricting the powers of the Council under that article. M. Massigli wished to observe that the definite measures indicated in the French proposal were not at all exclusive of the other measures which the Council might prescribe, and that was said expressly in an other article of the Convention. In sum, Article 3 proposed by the French delegation was complementary to Article 11.

Moreover, it appeared to him to be somewhat disquieting, from the point of view of public opinion, that the work of the Committee should end in a text of which Viscount Cecil could say that in any case it could do no harm.

M. Massigli was not convinced that the French proposals would be inoperative. They were aimed, in so far as land forces were concerned, at preventing the contact of hostile forces in time of crisis, and that measure appeared to him to be extremely important. He believed that similar measures could also be taken in the naval and air spheres. In the latter case, he recalled that the prohibitions of flying over certain zones was included in the ordinary way in Conventions already existing; for instance, in the International Convention on Aerial Navigation. There was no reason, therefore, why the system should not be extended to the case of a crisis.

In regard to control and supervision, he believed that the provisions drawn up were very easy of application and would not clash with sovereignty.

In regard to the sanctions, the first text proposed by the French delegation had given rise to objections, which had been taken into account, but if the second paragraph of new Article C appeared to go too far, it might be asked in what case the Covenant would be applied.

M. Massigli concluded that he could not support the proposal submitted by Viscount Cecil. If that proposal found real unanimity in the Committee, he would send it to the French Government and draw its special attention to it.

Dr. GÖPPERT (Germany) also regretted to have to say that he hesitated to accept Viscount Cecil's proposal. He recalled that the object of the German proposal, which was the basis of the draft, was to transform into legal obligations the moral obligations which arose from Article 11 of the Covenant. The British proposal did not seem to add much to that article,

and in any case not enough in the opinion of the German delegation. Dr. Göppert remained of opinion that agreement could be reached in advance in regard to certain definite measures. Obviously, care should be taken not to decrease the powers of the Council, but he believed, with Dr. Massigli, that it was possible to obviate that danger.

The German delegation would be prepared to accept the text suggested by Baron Rolin Jaquemyns, which on the whole accorded well with its ideas. It would also be prepared to accept the addition proposed by Baron Rolin Jaquemyns at the end of the text in regard to the treaties and conventions already concluded by the High Contracting Parties, if that addition would increase the number of acceptances of the suggested formula. At the same time, Dr. Göppert would suggest giving greater flexibility to the text by the introduction of the words "in particular".

The text would then read as follows :

" In particular, in fixing on the territory of each of the parties concerned . . . "

A further modification could also be introduced in order to admit of agreement with the British delegation. Dr. Göppert agreed that it was difficult to apply the solution of lines of demarcation in the naval spheres, but it should be recognised that the incidents to be feared on land which often resulted from the excess of zeal on the part of local commanders were a great deal less frequent in the naval spheres. Naval units were generally in the charge of officers of high rank, who are fully aware of their responsibilities, and their orders sufficed to prevent any hostile acts. In those conditions, Dr. Göppert believed that each of the High Contracting Parties could be left the duty and the responsibility of taking all the necessary practical measures for giving effect to the recommendations of the Council. In the text, the formula :

" Any provisional measures which the Council may consider necessary to ensure ",
could be replaced by :

" Any provisional measures which each Contracting Party may consider necessary to ensure . . . "

Thus it would be for each contracting party to guarantee that the orders given by it would be sufficient to give effect to the recommendation of the Council.

M. RUTGERS (Netherlands) wished to put forward some observations in regard to the British proposal. He took as a point of departure Article 11 of the Covenant, and would prefer that reference should not be made to the " obligations arising out of Article 11 ", for that article gave to the Council a pacific mission. Every decision taken by the Council had to obtain the assent of the parties who in fact took part in the vote. Thus, if the right of the parties to vote was maintained, the result would be practically nil, for there would only be a simple reference to the provisions of Article 11. The real progress which it was desired to realise was to draft provisions enabling the Council to prescribe measures without the intervention of the vote of the parties to the dispute. The British proposal accepted that provision, but it appeared to withdraw with one hand what it gave with the other, since, if the recommendation of the Council appeared to be dangerous for one of the parties, that party had the right to refuse to apply it and to notify the Council of its refusal. The reservation of the British delegation gave to the parties greater freedom to refrain from carrying out the measures prescribed.

In addition, M. Rutgers observed that in its first part the proposal of the British delegation made, or seemed to make, a step in advance, since it gave unlimited competence to the Council. Nevertheless, he would prefer the French proposal, which made real if restricted progress, and he asked whether it would not be preferable to adopt the latter proposal, at least in regard to military and air affairs.

Finally, M. Rutgers stated that in regard to the question of control and sanctions, he would, for the moment, not express his opinion.

Viscount CECIL OF CHELWOOD (British Empire) wished first to reply to M. Göppert. The latter had taken the Rapporteur's proposal and accepted it in regard to land forces, but when the question of naval forces was reached, he had made the same observations which Viscount Cecil's naval experts had put forward and had recognised the impossibility of laying down precise measures. He obviously proposed a simple solution, which consisted in saying to the Powers : " You will do as you like " ; but that solution would appear to be difficult to apply.

Dr. GÖPPERT (Germany) pointed out that, according to his proposal, the Powers would have no liberty to do what they wished. They would be compelled to take the necessary measures to guarantee the observation by the naval forces of the Council's prescription to avoid any hostile act. They would be free only to choose the appropriate measures to attain this end and it would be their business to take care that those measures should be adequate.

Viscount CECIL OF CHELWOOD (British Empire) said that M. Rutgers had stated that the British proposal did not lead to progress. Viscount Cecil willingly recognised that the progress made was small, but he considered that it was progress in the right direction, that was to say, in the direction of making more effective the powers conferred by the Covenant on the Council. On the other hand, if it were desired to re-draft the Covenant, two categories of powers would be laid down for the Council, some of which would be obligatory and some of which would not be obligatory. Viscount Cecil opposed that solution for the very reasons which had caused the inclusion in the Covenant of the League of Nations of the provisions of the Pact of Paris, in order to avoid the co-existence of two sets of obligations of unequal

bearing. He drew the attention of M. Massigli and M. Rutgers to the great danger of decreasing the value of the machinery set up by the League of Nations, which had already shown itself to be very effective.

He also wished to point out to the delegations of France and the Netherlands that in its first paragraph the British proposal gave to the Council very important powers of decision. Whatever might be the result of the recommendations of the Council, it would be officially registered that the Council had recommended a certain measure. That was a very valuable result. On the other hand, the parties to the dispute should not be able to render the decisions of the Council useless by a simple negative vote. If they did not wish to submit, they should be obliged immediately to furnish the Council with the reasons for their refusal to comply with its recommendations. It was easy to add that a country might put forward fallacious reasons, but, as a matter of fact, in the international sphere reasons of that kind were not put forward. Viscount Cecil recalled the Greco-Bulgarian dispute. The Greek Government had never put forward fallacious reasons, and it had withdrawn its troops. If the Council drew up reasonable recommendations, the parties were obliged to comply with them. Viscount Cecil recalled the working of the Mandates Commission which in theory had no power but which, nevertheless, had done very valuable work in improving the administration of the territories under mandate. It was supported by public opinion and it was the force of public opinion which the British proposal hoped would intervene in cases with which the Committee was concerned.

M. ITO (Japan) recalled that Article 3 was a very important article, which had been drawn up at the beginning for cases in which hostilities had already broken out or in which frontier incidents or skirmishes, etc., had occurred. It appeared necessary to take adequate measures to prevent those incidents from degenerating into war. The British delegation had added the idea of the threat of hostility which to M. Ito did not seem to be very clear.

On the other hand, M. Ito considered that the British proposal was an advance owing to the fact that the votes of the parties to the dispute were not counted when the Council drew up its recommendations. That was a step forward in the direction of the prevention of war in accordance with Article 11. M. Ito expressed his sympathy with the British proposal; meanwhile, he reserved his opinion in regard to the possibility of establishing a general treaty.

Baron ROLIN JAEQUEMYS (Rapporteur) thought it useful in his capacity of Rapporteur to recall briefly the trend of the discussion. To begin with, the Committee had dealt with a first text of Article 3, which referred to precautionary measures "which the Council may make, prescribing, *in particular*, the withdrawal of forces . . .".

That text made no reference to naval or air questions. The measure indicated was of the nature of an example. The text, however, had given rise to objections, based on very strong reasons, on the part of the French delegation, which was opposed to the words "in particular". The French delegation wished for explanations, and had drawn up its proposal which was reproduced in the first column of the synoptic table. The French proposal paid special attention to the lines of demarcation in regard to naval and air forces, and it also contained under (c) a provision which appeared in Article 4 and which still further increased the meaning of the suggested clause. In that direction, especially in regard to naval measures and sanctions, there had appeared to be little possibility of obtaining unanimity or even a majority.

It was then that Baron Rolin Jaquemys as Rapporteur, after having consulted the German delegation, had suggested a text. During the discussion, however, it had been obvious that it was not very likely that that text would be accepted.

Finally, the Committee had dealt with a new proposal put forward by the British delegation. That proposal was dominated by a very wide tendency in regard to the recommendations of the Council. It was no longer concerned with the withdrawal of troops, and the text referred in a general manner to the recommendations of the Council. In fact, great freedom was left to the Council, but that very great freedom was balanced in the second paragraph by greater freedom to the parties to the dispute to refuse, for good reasons, to carry out the measures prescribed by the Council.

In view of those various proposals and of the discussion which had taken place, Baron Rolin Jaquemys asked whether among the opposing opinions there could not be found a common point on which the agreement could be reached.

He would ask Viscount Cecil if he did not think that, in the event of the Council directing a State to withdraw those of its forces which had penetrated into the territory of another State, the first State would not be obliged, in that case, to comply with the Council's prescription.

Viscount CECIL OF CHELWOOD (British Empire) replied that obviously in a case of that kind no country could even think of refusing to apply the recommendations of the Council. The consequence of a refusal would be that that State would immediately be considered as the aggressor and the provisions of Article 16 would be put into operation. Thus, it was not a question of a purely theoretical or academic discussion, but of a discussion concerning realities and, in consequence, there would be no necessity in practice to mention eventualities of that kind.

Baron ROLIN JAEQUEMYS (Rapporteur) did not question the reply which Viscount Cecil had made to his question. He noted in regard to the withdrawal of the forces which had invaded the territory of a State that there would be agreement if the words "in particular" were omitted. Baron Rolin Jaquemys believed, contrary to the opinion of Viscount Cecil, that it would all the same be desirable to explain the point, which would be completed by the

supervision provided in Article 4. Possibly that would be a question on which the Committee would be able to reach agreement.

On the other hand, Baron Rolin Jaequemyns would be prepared to return to the idea of the French delegation in regard to naval and air forces, but, in order to avoid raising the objections which had already been put forward, he believed it would be preferable to retain, with drafting reservations, the proposal put forward by Dr. Göppert, which would leave to the States the responsibility of taking express measures for giving satisfaction to the Council. Thus, a minimum proposal would be reached which would concern only the withdrawal of troops which had invaded the territory of another State, and that compromise would perhaps enable the members of the Committee to reach agreement.

M. RUTGERS (Netherlands) had listened with great interest to the observations of Viscount Cecil. He fully recognised that moral forces were at the basis of the League of Nations and its work and that those moral forces were as apparent in the application of Article 11 as in the working of the Mandates Commission. In the case under discussion, it was a question of legal obligations.

Viscount CECIL OF CHELWOOD (British Empire) observed that a legal obligation was always a moral obligation.

M. RUTGERS (Netherlands) maintained that it was a question of legal obligations which the parties could refuse to carry out by a simple declaration based on well-founded reasons that the measures prescribed by the Council were incompatible with their national security. It was obvious that a country which put forward fallacious reasons in support of its refusal would incur the disapproval of public opinion, but he feared that the Convention would not have great force if it simply rested on disapproval, even of the whole world. It was to be feared that this disapproval would be braved. M. Rutgers appreciated, as did Viscount Cecil, the value of moral forces, but he considered it necessary to establish legal obligations.

The CHAIRMAN proposed to leave the French delegation's proposal on one side and to endeavour to arrive at a single text combining all the other proposals. There would then be two texts, and an effort would be made to bring them together by means of a compromise text. During the discussion, he had noted that the shades of differences between the proposals had not been weakened, but emphasised. In order that an attempt should again be made to reach a solution, he proposed that the meeting should be adjourned for a few minutes in order that the delegations concerned might consult together and, if possible, reach an acceptable text.

(The meeting was adjourned at 6.5 p.m. and re-opened at 6.35 p.m.)

The CHAIRMAN said that during the break in the meeting the Rapporteur had endeavoured to draw up a compromise which should take account of the proposal submitted by Viscount Cecil and the other suggestions. The text was as follows :

“In a case of a threat of hostility, or if any hostile acts have been committed by one of the contracting parties against another party, and if the Council, acting under the provisions of Article 11 of the Covenant of the League of Nations, shall, in consequence, make recommendations with a view to diminishing or putting an end to that threat of war, the High Contracting Parties hereby undertake to comply with such recommendation.

“ No exception can be made to this undertaking if the Council has confined itself to ordering the withdrawal of forces which have penetrated into the territory of another State.

“ In all other circumstances, each High Contracting Party also undertakes to comply with the recommendation of the Council in so far as it does not think such recommendation to be inconsistent with its national safety ; but in that case it shall forthwith furnish to the Council its reasons for refusing to comply with the Council's recommendation.

“ The above provisions do not in any way affect the rights and obligations incumbent upon High Contracting Parties as the result of the treaties and conventions which they have previously concluded.”

The first paragraph of this text was based on the proposal of the British delegation, of which it reproduced most of the wording. The second paragraph emphasised the necessity of the withdrawal of any forces which might have penetrated into the territory of any other State. The third paragraph reproduced almost word for word the suggestion contained at the end of Lord Cecil's proposal. The last paragraph contained the clause suggested by Baron Rolin Jaequemyns to cover the rights and obligations resulting from previous treaties and conventions. The Chairman would inform the Committee immediately of a fresh suggestion to the effect that this provision should be added to the end of paragraph 2 in order more clearly to define its scope. It could be inserted in the following form : “ or the observance of special situations created by virtue of international agreements ”. Consequently, the measures recommended by the Council would apply to demilitarised zones.

Viscount CECIL OF CHELWOOD (British Empire) thought that the formula proposed which he was now examining for the first time only was of too vague a nature. He did not mind where a formula of this kind was inserted, but its meaning must be more clearly stated.

Dr. GÖPPERT (Germany) regretted that no reference was made to the lines of demarcation behind which the forces of the two States must be withdrawn.

Baron ROLIN JAEQUEMYS (Rapporteur) thought that the German delegation preferred the first text suggested, to be found in the third column of the synoptic table. That text was based directly on the German proposal. He would, however, point out that this new text constituted a minimum and that it was perhaps better than nothing.

Dr. GÖPPERT (Germany) asked for time to reflect before giving his opinion. Moreover, he wondered whether military Powers might perhaps fear that even the communication of reasons of national security because of which the State refused to conform to a measure of the Council, might in certain cases compromise this security. Personally, he did not think there could be any question of that.

Viscount CECIL OF CHELWOOD (British Empire) replied that in that case their security would be of a very precarious nature.

The CHAIRMAN noted the tendency to move in the direction of a single formula, except in regard to the observations which the German delegation might feel inclined to make after closer examination of the point.

M. MASSIGLI (France) said that if the work of the Committee resulted in a text which should achieve real unanimity, not only would he forward this text to his Government, but he would advise its adoption. He would, however, point out that in no case could he recommend the adoption of a text in which the Committee showed itself really too afraid to call things by their proper name. He was referring at the moment to demilitarised zones. The existence of these zones was not a new fact. Provision had been made for them in existing treaties, and it might be regarded as likely that they would also be found in future treaties, since the League of Nations itself had recommended the adoption of this system in certain cases. M. Massigli did not wish to decry the prudent ingenuity of the proposal put forward by Baron Rolin Jaequems, but where psychology and public opinion were concerned, every shade had to be taken into account. If they arrived at a text which not only did not add fresh elements to the question of security, but which even carefully avoided using the proper word to describe a system brought into being precisely in order to reinforce security in certain cases, the effect on opinion would be disastrous. He would forward such a text to his Government because it was his duty to do so, but he could not conscientiously recommend its adoption, and he was certain that no French Government would accept it.

Viscount CECIL OF CHELWOOD (British Empire) agreed with M. Massigli on this point. He saw no reason not to say what was meant. It was obvious that the provision which it was desired to add to the second paragraph covered demilitarised zones. In that case, this should be clearly stated.

Baron ROLIN JAEQUEMYS (Rapporteur) fully agreed with Viscount Cecil and M. Massigli. He had suggested a general formula, however, in order to meet objections. The duty of a Rapporteur was obviously to seek means to offend no one.

The CHAIRMAN noted that Dr. Göppert had no objection to a reference to demilitarised zones.

M. RUTGERS (Netherlands) said that what was essential was to prevent armed forces from actually engaging. It was this point which had specially pleased him in the text previously proposed. In his view, the formula was of little importance. What was essential was to preserve the idea of the lines of demarcation. This idea, however, had disappeared from the proposed text, at any rate, in so far as the second paragraph was concerned, though that paragraph was the keystone of the arch.

Baron ROLIN JAEQUEMYS (Rapporteur) pointed out to M. Rutgers that the reason why the idea of lines of demarcation had not been kept in the new draft was because he had been under the impression that there was very little chance that any agreement would be reached on this point. He repeated that the text submitted contained the minimum possible. Was it not better, however, to remain content with making very small progress rather than to achieve nothing?

M. ITO (Japan) said that the formula with which the first paragraph opened, "should there be a threat of hostilities", appeared to him difficult to interpret. He would prefer the wording of the Covenant in which the formula "threat of war" was used.

Viscount CECIL OF CHELWOOD (British Empire) supported M. Ito's suggestion. It would be preferable to adopt the wording of Article 11. If not, the Committee would appear to allude to cases different from those covered by that article to which indeed allusion was made a little further on in the text.

This was merely a question of words, however, which it was extremely difficult to discuss in a large Committee. He said that he could accept in advance any solution which the Bureau of the Committee might adopt in this matter.

The CHAIRMAN noted that, as the result of the exchange of views which had just taken place, agreement had been achieved in regard to Article 1. To Article 2 of the present text would be added the formula: "or in a demilitarised zone in virtue of international agreements". Paragraph 3 would remain unchanged, and paragraph 4 would be deleted.

If the Committee agreed, this text could, he thought, be provisionally adopted.

M. RUTGERS (Netherlands) did not wish to commit himself definitely. He wished to examine the new text closely, for he did not think it free from dangers and objections. He would confine himself to pointing out the difficulties which would occur in cases where one of the great Powers stated that it was unable to accept the recommendations of the Council. Without wishing to emphasise this point, he feared that the attitude of the Council would differ according to whether the matter concerned a great or a small Power. This procedure, which referred to national security, was of no great interest in so far as he was concerned, and he felt compelled to reserve his opinion.

Dr. GÖPPERT (Germany) and M. WESTMAN (Sweden) also reserved their views.

M. SOKAL (Poland) would explain the views of the Polish delegation at the following meeting.

The CHAIRMAN noted that the Committee could register at any rate a provisional agreement upon the text. The only text outstanding was that proposed by the French delegation and this new text.

Article 4.

The CHAIRMAN briefly analysed the different kinds of proposals to be found in the five columns dealing with Article 4. Article 4 covered the question of control, and it was especially necessary to find a formula for this. It would be easier, he thought, to achieve a single formula covering the point. The texts contained in columns 2, 3 and 4 were very much alike, and differed only with regard to shades of meaning. He wondered whether it would not be possible to combine them in a single text.

VISCOUNT CECIL OF CHELWOOD (British Empire) preferred the draft suggested by Baron Rolin Jaequemyns. The other texts would lead to delay. In time of crisis, however, every hour was precious, and no provision should be adopted which might hinder the action of the Council in cases of this kind.

M. ITO (Japan) had no insuperable objection to the text suggested by Baron Rolin Jaequemyns, but preferred the former text, which he thought more supple.

BARON ROLIN JAEQUEMYS (Rapporteur) said that his text did not stipulate that representatives of the Council must of necessity be sent to the spot. The difference between this text and the former was that the former provided for the despatch of representatives. He would remind the Committee of the Council's discussions in regard to this matter during the spring of 1927. They had often been quoted, and they had contemplated the possibility of sending representatives.

Dr. GÖPPERT (Germany) was in favour of the draft proposed by Baron Rolin Jaequemyns.

M. WESTMAN (Sweden) thought that the object of the proposal put forward by M. Undén was to anticipate the French proposal. If, however, the French delegation was unable to accept the suggestion of M. Undén, he thought that the Swedish delegation would be ready to adopt the proposal of Baron Rolin Jaequemyns.

M. ITO (Japan), in reply to a question of the Chairman, said he would refrain from voting.

The CHAIRMAN was under the impression that a number of delegations would be prepared to accept the draft suggested by Baron Rolin Jaequemyns.

M. MASSIGLI (France) had serious objections to the vague character of the proposed wording. He would emphasise the importance of the words "without delay" to be found in the first paragraph of the French proposal. It would be useful to lay down that the high contracting parties should execute the measures decided on by the Council without delay, for in no other part of the Convention did this phrase occur.

BARON ROLIN JAEQUEMYS (Rapporteur) said this idea could be introduced into Article 3, where it could be laid down that the contracting parties would undertake to conform *without delay* to the precautionary measures, etc.

VISCOUNT CECIL OF CHELWOOD (British Empire) had no objection to this solution.

M. SOKAL (Poland) would give his views at the following meeting on Article 4 as well as on Article 3.

The CHAIRMAN summarised the discussion.

After an exchange of views, the Committee now had before it the text proposed by the French delegation in the form suggested by Baron Rolin Jaequemyns, which appeared to have encountered the support of several delegations. He proposed that the remainder of the discussion should be postponed to the next meeting.

This proposal was adopted.

7. Appointment of a Rapporteur of the Sub-Committee instructed to Deal with the Question of Aircraft.

M. DE CASTRO (Uruguay) was appointed Rapporteur of the Sub-Committee for dealing with the question of aircraft.

SIXTH MEETING

Held on Thursday, May 8th, 1930, at 10 a.m.

Chairman : M. BENEŠ (Czechoslovakia).

Present : All the members of the Drafting Committee.

8. Financial Assistance to States Victims of an Aggression : Drawing up of the Draft Convention (continuation).

The CHAIRMAN explained that the Bureau had suggested that Article 1C should be omitted and had brought forward a new drafting for Article 23 ; it also proposed to introduce a new Article 26A into the text of the Convention.

The aforementioned articles ran as follows :

“ Article 23.

“ Those ordinary or special guarantor Governments undertake to facilitate to the fullest possible extent the issue of loans authorised under the present Convention, both by opening their financial markets to such loans and by abstaining from any measure capable of compromising the efficacy of the financial assistance provided for by the present Convention.”

“ Article 26A.

“ The provisions of the present Convention may not be interpreted as affecting the rights and obligations of the High Contracting Parties under the provisions of Article 16 of the Covenant.”

The Preamble, Articles 1A, 1B, 2 and 3 were adopted ; Article 1C was deleted.

Article 4 (Original Text).

The CHAIRMAN said that the Financial Committee had unanimously decided that the present text was the only one which could be adopted. M. Janssen had explained that the Belgian Government, after hearing explanations of the customs of international markets, had completely abandoned its original point of view.

M. TUMEDEI (Italy) reserved the right for the competent Italian financial organisation to refuse to be bound by the provisions of the text, should they find it necessary.

M. WESTMAN (Sweden) made the same reservation for Sweden.

Article 4 was adopted.

Articles 5 to 21 were adopted.

Article 22.

The CHAIRMAN reminded the Committee that explanations had been given to the Turkish delegate during the plenary meeting. Besides the reasons which had been given, the Financial Committee had put forward considerations of technical order. It had had the opportunity during a private meeting to explain these to a representative of the Turkish delegation and had upheld its point of view.

Article 22 was adopted.

Article 23 was adopted in the new form proposed by the Bureau.

Articles 24 to 26 were adopted.

Article 26A.

M. TUMEDEI (Italy) asked if this article, proposed by the Bureau, might not contain a general formula that appeared in all treaties which stipulated that it was impossible for the present Convention to infringe the rights and character of the League of Nations.

The CHAIRMAN replied that the present text, which left intact the rights under Article 16 of the Covenant, had been arrived at after a long discussion.

VISCOUNT CECIL OF CHELWOOD (British Empire) pointed out that it was impossible to accept the formula proposed by M. Tumedei, because the present Convention introduced certain modifications which restricted the right of voting in the Council.

M. TUMEDEI (Italy) agreed with Viscount Cecil.

Article 26A was adopted.

Articles 27, 28 and the Articles A and B were adopted.

Article C.

M. TUMEDEI (Italy) pointed out that the duration of the Convention had been increased by half the period originally suggested.

VISCOUNT CECIL OF CHELWOOD (British Empire) replied that, practically speaking, that increase meant nothing at all, for, at the beginning, a period of ten years after the coming into force of the plans for disarmament had been suggested; but, in spite of all his optimism, Viscount Cecil could hardly hope that a disarmament convention would be adopted before two or three years' time.

M. TUMEDEI (Italy) added that Article 8 of the Covenant made provision for a revision of this plan every ten years. It would be useful if it had been possible to make the duration of the present Convention coincide with the duration of the Disarmament Convention.

Article C was adopted.

Article D.

VISCOUNT CECIL OF CHELWOOD (British Empire) pointed out that paragraph 1 of this article made the entry of the Convention into force subject to the entry and maintenance in force of the plans for the reduction of armaments, but the second paragraph mentioned no plan for the reduction of armaments, but a plan for the limitation and reduction of armaments by the general disarmament conference; Article 8 of the Covenant dealt with a certain number of questions, and it was conceivable that confusion might arise from these two texts. The same expression ought to be used in the two paragraphs.

M. MASSIGLI (France) felt that there was a difficulty. According to the second paragraph of Article C, the Convention should continue in force for further successive periods of five years, but under Article 8 of the Covenant disarmament conventions were subject to revision at least every ten years. He thought that the Committee should establish a certain parallel between the two texts.

The CHAIRMAN reminded the Committee that the aim of the relation that they were trying to create between the Convention on Financial Assistance and the plan of disarmament was, above all, a political and tactical one; but, nevertheless, they had tried to secure an independent existence for the Convention on Financial Assistance.

VISCOUNT CECIL OF CHELWOOD (British Empire) pointed out that the principal reason for this link between the two Conventions was the fact that the British Government considered that a disarmament plan would reinforce the security of the world to such an extent that, in the circumstances, the British Government would be prepared to look favourably upon an extension of its obligations which otherwise it would have been unwilling to consider.

M. MASSIGLI (France) recalled the fact that Viscount Cecil's proposal laid it down that the entry into force and the maintenance of the Convention would be subject to the entry into force and the maintenance of the plans for disarmament. To it the Committee had added the French proposal, which ought to lead to the revision of the whole of the article. Would it not be possible to say in the first paragraph that the entry into force of the Convention on Financial Assistance was subject to the entry into force of the Convention for the Reduction of Armaments, and to lay it down in the second paragraph that the grant of assistance under this Convention to a contracting party was subject to the acceptance by this contracting party of the plans for disarmament? M. Massigli proposed the following wording:

“The entry into force of the present Convention is subject to the entry into force of the plan for reduction of armaments contemplated by Article 8 of the Covenant.

“Notwithstanding the provisions of Articles 1A, 1B, and 13, if one of the High Contracting Parties has not carried out such a plan so far as he is concerned, such High Contracting Party shall not be capable of benefiting by the financial assistance provided for by the present Convention.”

Viscount CECIL OF CHELWOOD (British Empire) found himself unable to accept this text.

M. TUMEDEI (Italy) pointed out that it might happen that a contracting party that had adopted the plan for disarmament might not carry it out. There was even another possibility that would have to be taken into account, in which the plan of disarmament would have collapsed for some reason or another.

M. MASSIGLI (France) replied that Article 8 of the Covenant provided for a plan for disarmament that was subject to revision at certain intervals; but inasmuch as no one had agreed as yet to the necessity of revision, the original plan was still there. It was impossible for a country to evade the obligations of Article 8 unless it actually left the League of Nations.

M. TUMEDEI (Italy) thought that this was too strict an interpretation to give to Article 8.

In Viscount CECIL OF CHELWOOD's (British Empire) opinion, it was quite obvious that as soon as a plan for disarmament should expire each of the High Contracting Parties would cease to enforce it.

Baron ROLIN JAEQUEMYS (Rapporteur) did not insist on adding the expression "maintenance in force" after the expression "entry into force", but in his opinion it should be made quite clear that this article referred to a plan for limitation and reduction of armaments adopted by the disarmament conference in accordance with Article 8 of the Covenant.

M. TUMEDEI (Italy) said that the present text did not cover the possible case when, for some reason or other, no general plan of disarmament being in existence, a State, after the expiration of the six months' delay, should come to ask for financial assistance.

Viscount CECIL OF CHELWOOD (British Empire) admitted this possibility. Were there really objections to the first paragraph mentioning not only the entry into force of plans for disarmament, but also their existence?

In M. TUMEDEI's (Italy) opinion, not only the entry into force of the Convention, which would merely establish the initial relationship, but also the existence of the Convention, which would affect the duration of the Convention on Financial Assistance, would have to be taken into account.

Viscount CECIL OF CHELWOOD (British Empire) pointed out that it was not necessarily exact to say that Article 8 of the Covenant made provision for perpetual plans for disarmament. The phraseology of that article was sufficiently vague for the plans to be considered as being of limited duration.

M. SOKAL (Poland) said that the difficulties and obstacles in the way of putting this Convention into force were accumulating. It was proposed to make a definite time provision, *i.e.*, the entry into force of the plans for disarmament, to which was to be added an indefinite and completely vague time provision concerning the actual existence of plans for disarmament. Those two conditions were irreconcilable.

It would be much simpler to say that the duration of the Convention on Financial Assistance should be the same as that on the Disarmament Convention.

M. ERICH (Finland) was in complete agreement with M. Sokal.

Viscount CECIL OF CHELWOOD (British Empire) said that, after all, no one would be so stupid as to suppose that, if the entry into force of the Convention on Financial Assistance was subject to the entry into force of the plans for the reduction of armaments, there would be no reason for the Convention to lapse immediately the plans for the reduction of armaments ceased to exist. It was consequently useless to speak in this text, not only of the entry into force, but also of the existence of these plans.

M. RUTGERS (Netherlands) said that the expression "plans for the reduction of armaments" was much too vague. How many such plans ought there to be? The Council should be given the power to decide whether the conditions laid down in this article had been fulfilled or not.

The CHAIRMAN warned the Committee that it was dangerous to make amendments in the text at the last moment, and proposed that they should accept the first paragraph of the text proposed by the Bureau as it stood and follow it by the second paragraph of the text proposed by M. Massigli. In that case, the article would run as follows:

"The entry into force of the present Convention, and its maintenance in force as regards authorisation of new loans, shall be conditional upon the entry into force and maintenance in force of the plans for reduction of armaments contemplated by Article 8 of the Covenant of the League of Nations.

"Notwithstanding the provisions of Articles 1A, 1B, and 13, if, after the expiry of one year from the coming into force of the aforesaid plans, a High Contracting Party does not discharge the obligations incumbent upon it in consequence of such plans, such High Contracting Party shall not be capable of benefiting by the financial assistance provided for by the present Convention."

This proposal was adopted.

Article 31 (original text) was adopted.

Article 29 (Interval between Ratification and Participation).

M. TUMEDEI (Italy) asked if a State that should accede to the Convention after its entry into force would ultimately be able to claim the benefit of financial assistance or would be obliged to wait for a period of six months or a year. In the first case, it would be in the interest of certain States to adjourn their accession indefinitely until they found themselves menaced by a case of war.

The question had been badly put at the Third Committee when it had been pointed out that it would be advisable to provide an interval between the moment when a State that had just deposited its accession to the Convention had actually ratified the Convention and the moment when it might benefit from the advantages and obligations resulting from the Convention. For that reason, he had not been persuaded by the reply of the Financial Committee, the text of which made it necessary to renounce a provision of this kind, which might in certain cases diminish the efficiency of the Convention.

M. WESTMAN (Sweden) reminded them that the Third Committee had expressed its opinion on the Swedish proposal. He agreed with M. Tumedei in thinking that every State that acceded to the present Convention after its entry into force should not be allowed to enjoy the benefits of the Convention except after a certain delay.

Sir Henry STRAKOSCH said that the Financial Committee had tried to make accessions to the Convention as easy as possible. By allowing States the possibility of acceding to the Convention even when they were immediately menaced by an imminent conflict, the Council would be given an efficacious weapon for the prevention of war.

M. WESTMAN (Sweden) pointed out that, on the contrary, other Conventions contained a provision preventing States from depositing their accession at the last minute.

Sir Henry STRAKOSCH replied that the ratification of this Convention, which involved financial engagements, would certainly arouse considerable difficulties in Parliaments. In certain cases, the existence of an immediate danger might be necessary to bring them to give their ratification.

M. TUMEDEI (Italy) thought that the present text would produce a diametrically opposite result.

The CHAIRMAN said that there was no doubt that if a gap was left in the Convention allowing States to adjourn their ratification a large number would take advantage of such a gap to evade the Convention. He proposed that the present text should be retained, but that mention should be made in the report of the scruples shown by certain delegations.

This proposal was accepted.

The whole of the Convention was adopted.

(The representatives of the Financial Committee withdrew.)

9. Report on the Draft Convention for Financial Assistance to States Victims of an Aggression.

M. COBIÁN (Spain) read his report, *which was adopted.*

10. Draft General Convention for Strengthening the Means of preventing War (continuation).

Article 3.

Dr. GÖPPERT (Germany) made the following declaration :

“ We cannot forget that it was the German suggestions which were the origin of our work, and we feel to an even greater extent than the other delegations — if that is possible — responsibility for making progress in this direction.

“ In regard to the text of Article 3 which is now before us, we regret that it seems impossible, in the first place, to attach a system of well-defined measures to be compulsorily carried out and to obtain unanimity for our proposal concerning lines of demarcation.

“ In its present form, nevertheless, the article lays down for a particular case a recommendation to which the parties must comply without conditions : the withdrawal of forces which have penetrated into the territory of another State. It is not going very far to submit in advance to a prescription of that nature. Nevertheless, the same provision which was considered worthy of appearing, as one example of a measure which the Council might take, in Article 3 of the model treaty.

“ In regard to that part of the text which has been taken from the British proposal, I acknowledge that my judgment yesterday was perhaps a little too prompt and that I was

also influenced by my preference for other texts when I said that it made very little change in the present state of affairs under Article 11 of the Covenant. In order to judge of its importance it must be remembered that according to Article 5 the votes of the parties to the dispute will not be counted in reckoning the unanimity of the Council.

“ It is perhaps true that the right of the State not to comply with a recommendation which is contrary to its national security may shock at first sight. Nevertheless, I recognise that the obligation of the State to give explanations before the Council — explanations which would naturally be given at a private meeting which the representative of the adversary State would not attend — offers a strong guarantee against abuse. It goes without saying that the matter would not remain there, but that the Council would then proceed to make new recommendations in regard to other measures which, without raising the same objection, would be such as to remove the danger of aggravating the conflict.

“ Even those, however, who do not wish to attribute too much importance to the provisions contained in the text of Article 3 should recognise that a Convention which contained that article, Article 1, which we have provisionally adopted as well as Articles 4 and 5, which are found in the text suggested by our Rapporteur, would have greater value than a treaty concluded in the terms of the model treaty which was approved by the Committee on Arbitration and Security and recommended to the Governments. The participation of the parties in the Council vote is excluded, not only as in the model treaty in the case of hostilities which have already broken out, but in all cases of threat of war, and there are more effective provisions in regard to the supervision of the carrying out of the measures recommended.

“ We therefore believe that such a Convention may be considered as an appreciable advance in the work of organising peace. I have said that we are ready to accept the text of Article 3, but I should like to suggest that it should be somewhat altered. It might be of advantage to begin with the provision concerning cases in which the parties undertake absolutely to comply with the recommendation of the Council and to follow that by the other provisions. That is not a new proposal by the German delegation but simply a remodelling of the former text, the meaning of which is fully retained.”

In conclusion, Dr. Göppert proposed the following text :

“ If, in the event of a threat of war, the Council, acting in virtue of the provisions of Article 11 of the Covenant of the League of Nations, recommends the withdrawal of the forces of one of the High Contracting Parties having penetrated into the territory of another State or into a zone demilitarised in virtue of international treaties, the High Contracting Party undertakes to comply therewith without delay.

“ Each High Contracting Party also undertakes to conform to any other recommendation which the Council may make to it with a view to reducing the threat of war or to ending it in so far as it does not consider such recommendation incompatible with its national security ; in such a case, however, it shall at once inform the Council of the grounds for its refusal to comply with the recommendation.”

M. SOKAL (Poland) made the following statement :

“ You will remember that I reserved the possibility of speaking on the whole of Articles 3 and 4 of the draft general Convention.

“ Meanwhile, I have followed the discussion on those articles with great interest, and I have noted with satisfaction that some of the principles which I put forward during the general discussion have to some extent found expression in several of the suggestions submitted to the Drafting Committee. On the one hand, account has been taken of my objections to the substitution of a new idea — “ hostilities ” for that of “ war ” or “ threat of war ”, which appear in the Convention in force.

“ On the other hand, the French delegation has very clearly explained the necessity for establishing clear and precise obligations with the necessary system of supervision and, if necessary, coercive measures ; ideas already put forward by the Polish delegation. We are in agreement, on these various points, with the French delegation.

“ Nevertheless, my instructions compelled me to ask that a new column should be added to the text already appearing in the synoptic table. That, I well understand, would not contribute towards bringing nearer a solution of the problem which is already so complicated.

“ In order to facilitate our work as far as possible and to avoid increasing the divergencies of view, I will confine myself for the moment to submitting to my Government the results of our work and asking whether it sees any possibility of supporting one of the proposals already drawn up, with the amendments or reservations which it may think desirable to make.

“ At the same time, as we do not appear as yet to have reached unanimity, I reserve the attitude of my Government in regard to the desirability, in the present state of affairs, of transforming the model treaty for strengthening the means of preventing war into a general convention.”

M. RUTGERS (Netherlands) made the following declaration :

“ The minimum on which, if not the Committee on Arbitration, at least the majority of the delegations represented on the Drafting Committee, is able to reach agreement on this article may have some possibility of being adopted by the Assembly, but it is not certain that this agreement can lead to a convention which would be signed by a considerable number of States.

“ This minimum is partly legal, partly moral, but the legal obligations which it contains are not new : not to invade the territory of another State or of demilitarised zones, these are solemn obligations which are already binding on States.

“ At the same time, there are the moral obligations : to comply with pacific and reasonable recommendations is already the moral duty of every State.

“ Above all, the article does not contain what we should all like to find in it ; that is to say, the recognition of the power of the Council to impose on States a line of demarcation.

“ Personally, I do not attach great importance to this article. It is partly legal and partly moral, but imposes neither legal nor moral obligations.

“ In these conditions, I feel obliged to refrain from voting and to content myself with making a report to my Government, which will have to decide whether it is desirable to accede to the draft Convention drawn up by the Committee.”

M. ITO (Japan) recalled the provisions of the Kellogg Pact which did not exclude the case of legitimate defence. He considered that it was desirable also to demand freedom for a State to refrain from complying with the decision of the Council when that State was acting in legitimate defence. Thus, the third paragraph of Article 3 (text of Baron Rolin Jaequemyns) should be re-drafted as follows :

“ In any other case, each High Contracting Party also undertakes to comply with the recommendations of the Council in so far as it does not consider them to be incompatible with its national security or is not acting in legitimate self-defence.”

The CHAIRMAN considered that it was for the delegations to make reservations in the plenary meeting.

M. ITO (Japan) agreed, provided the reservations were included in the text of the Convention. The case was different if they were only to be inserted in the Minutes, for then the impression would be given that the text of the Convention had been adopted unanimously and without reservations.

The CHAIRMAN replied that in certain cases several texts were submitted and that an introductory note forming part of the text would enumerate the various reservations.

M. ITO (Japan) was completely satisfied.

BARON ROLIN JAEQUEMYS (Rapporteur) observed that legitimate defence was a case of national security. There would thus be a repetition which, however, raised no objection.

VISCOUNT CECIL OF CHELWOOD (British Empire) considered, on the contrary, that the case of legitimate defence might cover almost any actual or supposed contingency, while the term “ national security ” was much more clear and precise. He insisted that the case of legitimate defence should not be included.

M. ITO (Japan) was of the contrary opinion. If everyone was certain of the meaning of the expression “ national security ”, it would be useless for the Committee on Arbitration to meet so often.

The German text of Article 3 was provisionally adopted, all the reservations put forward being maintained.

Articles 8, 9, 10 and 11.

Articles 8, 9, 10 and 11 of the British proposal were adopted in place of the text proposed by the Rapporteur.

The draft General Convention was adopted.

11. Introductory Note to the Draft Convention on Financial Assistance to States Victims of an Aggression (Annex VII).

The representatives of the Financial Committee joined the meeting.

M. COBIÁN (Rapporteur) read the introductory note, *which was adopted with certain formal amendments.*

SEVENTH MEETING

Held on Thursday, May 8th, 1930, at 6.30 p.m.

Chairman : M. BENEŠ (Czechoslovakia).

Present : All the members of the Drafting Committee.

12. Draft General Convention for Strengthening the Means of preventing War (continuation).

Article 5.

The CHAIRMAN opened the discussion of an amendment of the Netherlands delegation to add to Article 5 the following paragraph :

“ Should one of the High Contracting Parties concerned raise any legal objection to a recommendation of the Council, the latter shall, on the request of such High Contracting Party, ask the Permanent Court of International Justice for an advisory opinion on this point, without the High Contracting Party being thereby absolved from executing the recommendation. The opinion shall be binding on the Council and on the High Contracting Parties.”

The Chairman invited the Drafting Committee to give its final opinion on this question of principle, which had already been discussed.

In view of the fact that the principle underlying his proposal had raised objections in regard to the extent to which it could be connected with Article 3, M. RUTGERS (Netherlands) said that he would complete his amendment in the following manner : “ If in regard to a recommendation of the Council, in virtue of Article 1 . . . ”.

Viscount CECIL OF CHELWOOD (British Empire) would have had sympathy with that proposal, because he had always been of opinion that the Permanent Court should be made use of as far as possible. Nevertheless, he believed that there would be objections in principle to making it binding on the Council to ask for an advisory opinion at the request of one of the parties to the dispute. If the Council did not consider that step necessary, the result would only be embarrassing. In addition, the discussions of the Committee which dealt with the reservations of the United States of America for their adhesion to the Statute of the Court should be remembered. An agreement had been reached on which the American Senate would give its opinion, which consisted in giving to the United States the same rights in regard to advisory opinions as if they were Members of the Council. If the rights of the Members of the Council were restricted or diminished, those granted to the United States would be decreased at the same time. Undoubtedly, if the Netherlands delegate attached fundamental importance to his amendment and if the Committee was of the same opinion, nothing should prevent it from adopting a provision which it considered indispensable. It was desirable to reflect very carefully on the question and to remember that the ratification of the United States was still uncertain. On the other hand, the last phrase of the Netherlands amendment was as follows : “ The opinion shall be binding on the Council and on the High Contracting Parties ”. It was a question, however, of an advisory opinion only ; that was to say, of a measure which bound no one. To adopt such a provision would go beyond anything that had already been done in the matter, and it might be asked whether the Drafting Committee was competent to do that.

The CHAIRMAN agreed with Viscount Cecil's remarks. He added that there was a consideration of a constitutional nature against the Netherlands amendment. It was possible, on certain points, to increase the powers of the Council, but the essential principles of the Covenant could not be touched, and one of those principles was that, up to the present, a party had been unable to force the Council to go before the Permanent Court against the opinion of the other party.

M. MASSIGLI (France) added that, according to the Netherlands proposal, the Council would be compelled to appeal to the Court, not only against the opinion of another party to the dispute, but also against its own opinion, which was still more serious

M. RUTGERS (Netherlands) explained that it was necessary to provide for cases in which one of the parties to the dispute refused to obey the recommendation of the Council on the pretext that the latter had gone beyond its competence or that its recommendation had no bearing on one of the objects of the dispute, etc. If the Netherlands proposal were accepted, that party would be obliged to comply with the recommendation of the Council, subject to resort to the Permanent Court. On the other hand, that resort would not in reality be on the initiative of the Council, but through its medium at the request of the party in question, and the procedure of utilising the Council as an intermediary for a request to the Court was not a new one. In that connection, M. Rutgers recalled the terms of Article 4, paragraph 2 (c),

of the Geneva Protocol, which stated : “ . . . the Committee of Arbitrators, on the request of any Party, shall, through the medium of the Council, request an advisory opinion upon any points of law in dispute from the Permanent Court . . . ”. If the last sentence of the Netherlands amendment raised objections, M. Rutgers was prepared to omit it, for he did not consider it indispensable. Once the Court had given its opinion, the effects of that opinion would follow, even in the absence of an express provision.

The CHAIRMAN continued to feel some hesitation in regard to the constitutional point of view. He recalled that in any case the question had already been discussed in a plenary meeting and that the Norwegian Government had made a proposal which seemed clearly to be in a contrary direction.

Baron ROLIN JAEQUEMYS (Rapporteur) pointed out to the delegate of the Netherlands that the Geneva Protocol was not in force, possibly for considerations of that nature. It was a fundamental legal principle that what was prohibited directly could not be done indirectly. The effect of the text proposed by the Netherlands delegation would be to alter Article 14 of the Covenant, which simply provided that advisory opinions could be asked of the Court by the Council or the Assembly. The Netherlands amendment, however, would authorise one party to force the Council to ask for such an opinion and to comply with it. The omission of the last sentence of the Netherlands amendment would not remove the difficulty. At the moment when an effort was being made to strengthen the authority of the Council, the amendment would have a reverse effect, since it would put the Council on the same footing as the parties to the dispute. There was another consideration : the division of powers. If it were claimed that a party could be put on a footing of equality with an authority set up with its own consent, one of the principles of the Covenant and of the Convention itself would be destroyed.

In reply to Baron Rolin Jaquemys' objection, M. RUTGERS (Netherlands) proposed to omit from his amendment the words “ on the request of such High Contracting Party ”.

M. TUMEDEI (Italy) explained that the recommendations of the Council were prompted less by legal than by practical considerations, since they were conservatory measures. The Council had, above all, to examine questions from the political and not from the legal point of view. Even when there was a treaty of arbitration, it was admitted that in certain cases it was always possible for the Council to make use of political considerations in the interest of the maintenance of peace. In view of the object of the conservatory measures in question, it appeared to be almost impossible to separate the legal from the political aspect, which was very important, by stating that in the legal sphere the Permanent Court should be consulted. M. Tumedei reminded the Netherlands delegate that the Committee had always been anxious not to refer to the Court questions which had non-legal aspects, for to do so would place the Court in a very difficult situation.

M. RUTGERS (Netherlands) remained of the view that, if his amendment were not adopted, there would be no solution for certain conflicts. Nevertheless, in view of the opposition of his colleagues, he would withdraw it.

Article 5 as submitted to the Drafting Committee was adopted.

Article 6 adopted.

Article 7.

The CHAIRMAN said that the French delegation proposed (Annex II) to replace the words “ entailing any change in ” by the word “ restricting ”.

Adopted.

The text was adopted in the following form as the result of a suggestion made by M. Massigli :

“ The present Convention may not be interpreted as restricting in any way whatever the task and the powers of the Council of the League of Nations as laid down in the Covenant.”

The CHAIRMAN recalled that there was a British proposal in the synoptic table.

VISCOUNT CECIL OF CHELWOOD (British Empire) withdrew this proposal.

Formal Articles.

Baron ROLIN JAEQUEMYS (Rapporteur) explained that the British proposal in regard to Article 8 was based on formulæ adopted in the Convention recently concluded at The Hague. He himself had been asked to prepare a text on the model of acts of arbitration, but it appeared to be preferable to retain the British proposal, which was in accordance with the most recent provisions and which gave satisfaction to the French delegation.

The CHAIRMAN said that when the Bureau redrafted the formal clauses it would take into account M. Massigli's proposals.

Baron ROLIN JAEQUEMYS (Rapporteur) asked whether the blank left in Article 10 should not be filled in.

The CHAIRMAN believed that in the present state of the discussions on the Convention it was better to leave a blank. The question of ratification by the various States would depend to a great extent on the final contents of Articles 1, 2 and 3.

Viscount CECIL OF CHELWOOD (British Empire) thought that the question had been settled and that it was understood that a period of two years would be quite reasonable.

Dr. GÖPPERT (Germany) reminded the Committee that he had already explained why, in the opinion of the German delegation, the entry into force of the Convention should be dependent on its ratification by a large number of States. At the present stage of the Committee's work, he supported the proposal of the Chairman to leave the passage blank.

M. ITO (Japan) also believed that a very great number of accessions was necessary before the Convention could enter into force.

Viscount CECIL OF CHELWOOD (British Empire) did not wish to insist if the German delegate preferred that the passage should be left blank. That would enable the delegations to reflect on the question, which would be decided at the next Assembly.

The CHAIRMAN believed, moreover, that everyone would agree that the work already done should be considered as a first reading. The problem was still not ripe enough to enable an entirely satisfactory result to be reached. The question would be reserved and could be discussed at the next session.

Dr. GÖPPERT (Germany) asked whether the difference of opinions concerning the number of ratifications or adhesions necessary for the Convention to come into force would be mentioned in the report.

The CHAIRMAN replied in the affirmative.

Baron ROLIN JAEQUEMYS (Rapporteur) reminded the Committee that in the Convention on Nationality signed at The Hague the accession of ten contracting parties was provided for. Would it not be possible to insert that figure, followed by a mark of interrogation in order to indicate that in the view of the Drafting Committee it would not be a question, for instance, of two members only.

The CHAIRMAN replied that the feeling of the Drafting Committee was that the number should be left blank.

Viscount CECIL OF CHELWOOD (British Empire) agreed with the Chairman.

Article 1.

The CHAIRMAN submitted an amendment of the Netherlands delegation which proposed, in order to prevent the overlapping of powers, to add to Article 1 the following text :

“ This article shall not be applicable if the dispute has been submitted to the Permanent Court of International Justice, to an Arbitral Tribunal or to a Conciliation Commission, and if such organ possesses powers, under an agreement between the High Contracting Parties concerned, to order conservatory measures.”

M. MASSIGLI (France) considered that the idea behind this amendment was very reasonable but the expression of it was superfluous. Article 1 provided for cases in which the Council was dealing with a dispute. If that dispute was already before the Permanent Court or another tribunal, the Council would be lacking in political judgment if it dealt with it. In treaties of conciliation or arbitration, there was always a provision stipulating that when and so long as two parties submitted their dispute to a court the matter was not brought before the Council.

The CHAIRMAN thought that the proposal would indeed overlap with treaties of conciliation and arbitration, which for the most part were drafted in accordance with the model signed at Geneva.

Viscount CECIL OF CHELWOOD (British Empire) took as an example the case of the submission to arbitration of a dispute which was of a very acute character. Was the Netherlands delegate of opinion that in such a case the Council should not take measures ?

M. RUTGERS (Netherlands) was entirely in agreement with Viscount Cecil that in such cases the Council would have the right and the duty to deal with the matter. It resulted from Article 11 of the Covenant that the Council had power at all times, which could not be taken away from it by any treaty whatsoever.

M. TUMEDEI (Italy) reminded the Committee that, during the discussion on model treaties of conciliation and arbitration, it had been discussed whether, in the event of the question

having already been entrusted to a special organ in virtue of a particular treaty, the Council would always have the right to take provisional measures.

The conclusion had been in the affirmative, for the reason that the Council would consider the question from a wider point of view than the body to which the dispute had been referred. The delegate of Italy recalled the provisions of Article 13 and explained that even if provisional measures were adopted by the Arbitral Tribunal, nevertheless it had been recognised that the Council had the right to adopt provisional measures which might be of an entirely different character.

In reply to an observation of M. RUTGERS (Netherlands), the CHAIRMAN reminded the Committee that it was for a special reason that the provision had been eliminated from the General Act.

Viscount CECIL OF CHELWOOD (British Empire) considered that, according to Article 1, the Council acted only in accordance with the powers given it by the Covenant. The Netherlands delegate, however, proposed to say that the article did not apply when the dispute was before a certain court in virtue of an agreement which was not the Covenant. The result of that would be to deprive the Council of its jurisdiction, since the clause implied that the Council could only act in accordance with the powers given it under the Covenant.

M. RUTGERS (Netherlands) observed that Article 1 added to the Council's power under the Covenant, since the Council, in taking a unanimous decision without the vote of the parties concerned, could impose measures on those parties.

Viscount CECIL OF CHELWOOD (British Empire) considered that that added nothing to the Council's power under the Covenant. It simply said that the parties undertook to apply the recommendations of the Council, but the recommendations were those made in virtue of the powers given in Article 11.

M. RUTGERS (Netherlands) thought that it followed from Article 1 that the parties undertook something which they would not undertake without the article. The amendment stated that the parties should not make agreements in certain cases, but the Covenant always remained applicable. In his opinion, the Covenant was not affected by the amendment.

The CHAIRMAN thought that the Netherlands amendment could be supported from the legal point of view, but the question which arose was one of expediency.

Viscount CECIL OF CHELWOOD (British Empire) was of opinion that the amendment would only lead to complication. It was necessary to have confidence that the Council would take only reasonable measures. When a case was before another court, the Council would know what had to be done, but it would be better not to introduce into the Convention a provision which might tend to take away one of its powers.

M. ITO (Japan) reminded the Committee that the question had been discussed two years ago by the Council itself in connection with the *Salamis* case. Although the question had already been submitted to the Mixed Arbitral Tribunal, Greece had referred it to the Council. The latter had appointed a Committee of Jurists, who had considered what was the legal practice of the Council in such cases. The conclusion reached was that, inasmuch as it was a political body, the Council could not deal with matters already submitted to another court. In view of that legal practice, it would be undesirable to insert the Netherlands amendment.

M. RUTGERS (Netherlands) did not wish to prolong the discussion and withdrew his amendment.

Preamble.

The CHAIRMAN said that the text of the Preamble would be adjusted in accordance with the discussion which had taken place in regard to the formal clauses. He recalled that the Drafting Committee had to decide whether reference should be made to the Pact of Paris. It had been suggested that the following wording should be adopted if the Committee decided in the affirmative :

“ Noting that the purpose of the Covenant of the League of Nations and of the Pact of Paris in ensuring peace and conciliation might be facilitated by undertakings assumed voluntarily in advance by the States.”

Viscount CECIL OF CHELWOOD (British Empire) considered that the Preamble should be as brief and simple as possible, particularly in view of the slight result which had been reached.

After reminding the Committee that his Government had asked that reference should be made to the Pact of Paris, M. RUTGERS (Netherlands) stated that he did not for the moment insist.

The CHAIRMAN noted that the Committee decided for the time being not to mention the Pact of Paris, and stated that the present text of the Preamble was adopted.

SIGNATURE OF THE CONVENTION.

Proposal of M. Cornejo (Peru).

The CHAIRMAN reminded the Committee that M. Cornejo had suggested (Annex IV), the insertion of a clause to the effect that the Convention could be signed by the delegates to the Assembly in the event of States preferring not to appoint special plenipotentiaries. It seemed difficult to draw up such a provision. In any case, the author of the proposal could be satisfied since nothing contrary to his proposal was said, and the delegates usually had full powers to sign Acts adopted by the Assembly.

Viscount CECIL OF CHELWOOD (British Empire) added that, if the text of the resolution by which the Committee had been appointed was referred to, it would be noted that the question had already been settled.

The CHAIRMAN said that the proposal could be mentioned in the report.

ARTICLE 18 OF THE COVENANT.

The CHAIRMAN reminded the Committee of another proposal of M. Cornejo concerning Article 18 of the Covenant, which suggested that the League of Nations should refuse to register any treaty concluded as the result of a war which had taken place in violation of the Covenant. It would appear to be useful for the present session to keep to a well-arranged programme, and it might be questioned whether the Committee on Arbitration and Security had the right, at the request of one only of its members, to consider important new questions. The Chairman had discussed the matter with M. Cornejo and they had agreed that a statement should be made by the Chairman in the plenary meeting. The Chairman explained that it was for the competent bodies to ask the Committee on Arbitration and Security to deal with the matter if they so decided.

Viscount CECIL OF CHELWOOD (British Empire), considered that it was for the Assembly to deal with such a question, and M. Cornejo could raise it before the Assembly.

EIGHTH MEETING

Held on Friday, May 9th, 1930, at 10 a.m.

Chairman: M. BENEŠ (Czechoslovakia).

Present: All the members of the Drafting Committee.

13. **Preliminary Draft General Convention for Strengthening the Means of preventing War**
(continuation).

The CHAIRMAN proposed to give the preliminary draft Convention, which was the result of the work of the Drafting Committee, one last rapid review in order that the Bureau could be authorised to distribute the text to the other delegations. He drew attention to the provision which had been added to the end of Article 11, which gave each of the High Contracting Parties the right to make the entry into force of the Convention, in so far as they were concerned, conditional on the ratification or accession on behalf of certain countries named by them.

M. MASSIGLI (France) asked for the following formula to be inserted in this article: "and without any other reservation", in order to prevent any ambiguity. The last paragraph of Article 11 would then read as follows:

"Each of the High Contracting Parties shall have the right to inform the Secretary-General of the League of Nations at the moment of the deposit of his ratification or of the notification of his accession, and without any other reservation, that he makes the entry into force of the Convention . . ."

The amendment proposed by M. Massigli was adopted.

The whole of the preliminary draft general Convention was adopted, together with the amendment to Article 11 proposed by the French delegation.

14. Preliminary Draft General Convention for Strengthening the Means of preventing War :
Report submitted by Baron Rolin Jaequemyns.

Baron ROLIN JAEQUEMYS (Belgium) read his draft report, to which the text of the preliminary draft Convention would be printed as an annex.

M. MASSIGLI (France) proposed to make the historical aspect of the question treated by paragraph 2 more precise by inserting after the first sentence, which ended with the words "submitted by the German delegation", the following sentence: "It did not appear possible at that date to frame a draft general convention, but the outcome of the Committee's examination was . . ."; the rest would be unchanged.

The amendment proposed by M. Massigli was adopted.

M. ITO (Japan) thought that the wording of paragraph 7: "In the Committee's opinion, the study thus undertaken will be continued and uniform conclusions regarding all the articles of the proposed convention will be reached", was rather too affirmative, and he proposed that the words "will be reached" should be replaced by the words "with the intention of reaching, if possible".

M. MASSIGLI (France) pointed out that this paragraph, which said that "in the opinion of the Committee the task that has been undertaken should be continued", was in contradiction with the paragraph at the end of the draft report, which left the Assembly to decide "whether the Committee on Arbitration and Security should be charged to continue the study of the question".

VISCOUNT CECIL OF CHELWOOD (British Empire) wished to say, before any alteration was made in the text, that he doubted whether it was opportune to insert either one or the other of the paragraphs in question in the report. On the one hand, it was not for the Committee on Arbitration and Security to put forward any suggestion concerning the progress of its work; that was a question for the Assembly to deal with; and, on the other hand, he himself doubted whether the best solution would be to charge the Committee on Arbitration and Security again to carry on this work.

The CHAIRMAN said that the question raised was an important one. It had been the subject of lengthy discussion at the time the report was drawn up. He thought that it was essential that, for the sake of public opinion and the Assembly, it was essential to take into account the possible future course which would probably be followed by the work of the Committee on Arbitration. He thought that, at any rate, the Committee could declare itself ready to continue this work if the Council should so decide; but, as Viscount Cecil had pointed out, the expression of this opinion might appear in the light of an invitation. It was for the Committee to decide whether no mention of this kind should be made in the report, or whether a few words on the subject should be inserted. Personally, he would be inclined to suggest that some indication of the state of affairs should be made in moderate terms in order not to discourage public opinion, which was often roused to an exaggerated extent when difficult work did not result in immediate success.

Baron ROLIN JAEQUEMYS (Belgium) recognised the contradiction which existed in paragraph 7 and the last paragraph of the report. In order to avoid this contradiction, he proposed to omit paragraph 7 as superfluous. The question of principle that had been raised would be dealt with when the Drafting Committee came to discuss the paragraph at the end of the report.

General DE MARINIS (Italy) supported the proposal put forward by Viscount Cecil. He himself, while examining the report, had been surprised by the contradiction between the paragraph under discussion and that at the end of the report.

Having said that, he insisted, for reasons of policy and with a feeling of fidelity towards the League of Nations, on the necessity for following a well thought out method of not disillusioning public opinion again. It must be realised that public opinion had already suffered many disappointments, for which everyone (and General de Marinis made no exception of himself) bore a great part of the responsibility, since work of extreme complexity, the result of which was quite uncertain, had always been presented as if it were easy and sure of success. Consequently, for reasons of policy where the League of Nations was concerned, they should now speak out quite openly. If the Committee suggested that the Assembly should entrust the continuation of this work to the Committee of Arbitration and Security, it was quite probable that the Assembly would agree and the Committee of Arbitration and Security would have to meet again quite soon. He asked his colleagues if they thought whether, in five or six months' time, they would come to an agreement, although they had been unable to do so during the course of the present session.

General de Marinis was of the opinion that the line of conduct that had been followed up to now was a bad one, and of such a kind as to compromise the prestige of the League of Nations. That was why he thought that the Committee should accept the proposal made by Viscount Cecil, to which they might agree without danger, since it had been put forward by one of the original authors of the Covenant of the League and by a statesman whose complete devotion to the League was well known.

VISCOUNT CECIL OF CHELWOOD (British Empire) found himself in an embarrassing situation, for he could not accept the reasons which had been brought forward by General de Marinis to support the proposal that he himself had made. The objection that Viscount Cecil had

raised concerned solely the question of method. He hoped that the meeting of the Disarmament Committee which would take place next November would reach fortunate results. In any case, the Committee on Arbitration and Security had finished its work, and the present session ought to be its last. In the future, it would be the duty of another body of the League to take charge of this problem.

Viscount Cecil wished to make a formal declaration that he considered the result of the Committee's work was a real step forward. He could not accept the suggestion that nothing could be done on the lines traced out by the Covenant and imposed by the political situation. Moreover, in his opinion, an agreement was much nearer than it might seem at first sight. In his opinion, all that now remained to be done was to find the appropriate formulæ.

He was quite convinced that it would be a serious mistake to suggest that the question should be referred again to the Committee of Arbitration and Security. That had finished its task; but he thought that perhaps another organisation of the League, for example, the Third Committee of the Assembly, could come to an agreement and arrive at some decisive result after the considerable progress that had already been made.

The CHAIRMAN wished to point out that the Bureau and the Rapporteur had had no intention, in drawing up the text before the Committee, of bringing prejudice to bear upon a question of principle. It had been thought that the final paragraph might be inserted in the report without inconvenience. But he took note of the observations of Viscount Cecil, with whom he agreed in thinking that success was still possible. In any case, it would be premature to say so now.

General DE MARINIS (Italy) had only taken the report before them into consideration in his speech. He did not think that it would be impossible to come to an agreement during the debates in the Preparatory Committee. He hoped for this agreement, but at the moment it seemed to him premature to suggest that the present delegates should return to Geneva in a short time, and that they would then be able to come to an agreement.

He suggested that the sentence in paragraph 5 "but in the case of others" should be completed by the words "the most important ones", for in his opinion the Committee ought to insist upon the fact that it was in the case of the most important problems that the Committee had been unable to arrive at uniform proposals.

After an exchange of views, M. MASSIGLI (France) proposed, in order to satisfy General de Marinis, to revise the paragraph as follows: "As regards some of these problems, the Committee succeeded in reconciling the various points of view, but in the case of others, and in particular the problem . . ." the adoption of this wording would recall quite precisely the formula which was used in the previous paragraph, where "a certain number of problems of great importance and of an extremely delicate nature" were mentioned.

VISCOUNT CECIL OF CHELWOOD (British Empire) supported the proposal of M. Massigli.

The proposal of M. Massigli was adopted.

General DE MARINIS (Italy) wished to make an observation on paragraph 6, where the text seemed to him ambiguous. As a matter of fact, he thought that the Assembly's demand had not been satisfied, but that formulæ, such as preliminary draft, first reading, etc., had been used to end the paragraph which said: "other delegations made intermediate proposals or abstained or made reservations". In fact, it could not be said that a real draft convention existed at all.

The CHAIRMAN thought that he might say that the opinion of General de Marinis was only partially true. An attempt had been made in the report to show exactly what had taken place during the debates of the Committee. The Committee had drawn up the text of the draft articles and had explained how far agreement had been possible, after taking into account the conceptions of the different delegations. In his opinion, the report reflected the discussion and reserved all the points of view that had been expressed. The Bureau and the Rapporteur had had no intention to prejudice the value of the results obtained, but there had been no wish to shut out all hope that, perhaps later, some other body of the League of Nations would succeed in obtaining more decisive results.

M. MASSIGLI (France) suggested that General de Marinis might be satisfied if the beginning of paragraph 6 was revised as follows: "Owing to these difficulties, the Committee could only prepare a preliminary draft Convention" etc.

General DE MARINIS (Italy) accepted M. Massigli's suggestion, which he proposed should be completed as follows: ". . . A preliminary draft convention, setting out the texts representing", etc. He also proposed that the word "but" should be inserted at the beginning of the sentence: ". . . other delegations made intermediate proposals", etc.

These amendments were adopted.

After an exchange of views concerning paragraph 8 dealing with the Preamble, *it was decided to keep this paragraph as it stood.*

M. RUTGERS (Netherlands) made an observation concerning the sentence: "These conditions are the outcome of the Covenant and cannot be modified by particular conventions" in paragraph 11. He recalled the fact that quite a number of Conventions were in existence

which stipulated that the Council could deal with this or that question. He proposed to change the word "modified" to "limited", which would be more exact.

Adopted.

Viscount CECIL OF CHELWOOD (British Empire) pointed out that the beginning of paragraph 16 did not give a quite exact idea of what had happened during the work of the Committee. He proposed that the following sentence should be inserted in the first line of that paragraph :

"Further, a number of delegations, *although ready to accept the obligation of complying with any recommendations of the Council designed to safeguard peace which are not inconsistent with national safety*, expressed the fear . . ."

The amendment proposed by Viscount Cecil was adopted.

M. MASSIGLI (France) proposed that the first sentence of paragraph 13 should be replaced by the following text :

"Recalling the German suggestions to which the draft owes its origin and which involve very important preliminary undertakings, certain delegations expressed the view that, if it was impossible to assume international obligations in advance, it was nevertheless essential, if real progress was to be made in regard to the present state of affairs, that the Convention should include limited but precise undertakings, the general powers as to recommendations conferred on the Council by Article 11 of the Covenant being in any case safeguarded. They would therefore have to be", etc.

In order to meet an objection put forward by M. RUTGERS (Netherlands), M. MASSIGLI (France) agreed to modify the text which he had proposed and to say :

"Certain delegations expressed the view that, *while they thought it impossible to assume indefinite obligations in advance, they nevertheless considered it essential* . . ."

The proposal of M. Massigli was adopted subject to this modification.

M. WESTMAN (Sweden) drew attention to the fact that it was said in paragraph 16 : "The parties might, in virtue of the definite engagements", etc. He pointed out that the use of the expression "in virtue of" seemed to admit that the interpretation of the engagements contracted was a legitimate one. He thought it would be better to say : "The parties might, *by appealing to the definite engagements contracted by them*, etc."

The proposal of M. Westman was adopted.

Baron ROLIN JAEQUEMYS (Belgium) proposed two purely formal amendments to the same paragraph, *which were adopted without discussion.*

On the demand of Dr. GÖPPERT (Germany), *it was decided* that, in order to make the account of the debates more accurate, the first sentence of paragraph 17 should be replaced by the following words : "A few delegations, therefore, proposed the text given in the second column of Article 2".

After a brief exchange of views, *the Committee decided* to suppress the three last paragraphs of the report and to replace them by the following text :

"The Committee on Arbitration and Security, having thus acquitted itself, as far as possible, of the task entrusted to it by the Assembly's resolution, would suggest that the preliminary draft Convention, the Committee's report and the Minutes be communicated to the Members of the League for their information."

*The report as a whole was adopted.*¹

DRAFT GENERAL CONVENTION ON THE LINES OF THE MODEL TREATY TO STRENGTHEN THE MEANS OF PREVENTING WAR.

ANNEX I.

TEXTS PREPARED BY THE BUREAU IN ACCORDANCE WITH THE DECISIONS
OF THE DRAFTING COMMITTEE, DATED MAY 3RD.

C.A.S./4th Session/Drafting Committee/5.

Article 1 (and 2).

The High Contracting Parties undertake, in the event of a dispute arising between them and being brought before the Council of the League of Nations, to accept and apply the conservatory measures of a non-military nature relating to the substance of the dispute which the Council, acting in accordance with the powers conferred on it by the Covenant of the League of Nations, may recommend with a view to preventing the aggravation of the dispute.

¹ The report in its final form is annexed to the records of the plenary meetings of the Committee.

Article 3.

French Proposal.

In the cases mentioned in Article 11, paragraph 1, of the Covenant of the League of Nations and without prejudice to the application of Article 16 of the Covenant, the High Contracting Parties undertake to comply with the measures which the Council may prescribe with a view to :

(a) The withdrawal of forces having penetrated into the territory of another State or into a zone demilitarised in virtue of international treaties ;

(b) The withdrawal of naval forces beyond certain geographical limits which will be fixed by the Council for this purpose, the naval forces of the two parties, however, retaining full liberty of movement beyond those limits and the prohibited zones allowing of the necessary communications being maintained between the various territories under the authority of each party ;

(c) The prohibition of military or civil aircraft of the High Contracting Parties concerned to fly over frontiers on or near which the Council shall think fit to take such measure.

If, on the frontier concerned, there is no zone demilitarised in virtue of international treaties, the High Contracting Parties further undertake to comply with any other measures which the Council may prescribe to prevent contact between the land or air forces, provided this does not involve the withdrawal of these forces further back than the exterior limits of the defence organisations of any kind existing on the frontiers of the High Contracting Parties concerned at the time when the Council of the League takes these measures.

Former Text amended in accordance with the British Proposals.

In the event of a threat of hostilities or in the event of hostile acts of any kind having been committed by one High Contracting Party against another, the High Contracting Parties undertake to comply with the precautionary measures which the Council may deem necessary, prescribing in particular the withdrawal of forces having penetrated into the territory of another State or into a zone demilitarised in virtue of international treaties, and in general inviting them to respect each other's sovereignty and any obligations assumed in regard to demilitarised zones.

Wording proposed by Baron Rolin Jaquemyns.

In the case of a threat of hostilities or if any hostile acts have been committed by one High Contracting Party against another, the High Contracting Parties undertake to comply with the recommendations which the Council may make to them with a view to avoiding the danger of direct contact between the troops of the opposing parties, fixing on the territory of each of the parties involved a line of demarcation behind which any forces beyond such line must be withdrawn and which must not be crossed by the land and air forces of that country.

As regards the maritime forces and the air forces employed above the sea, the High Contracting Parties undertake to adopt on a recommendation of the Council any provisional measures which the Council may judge necessary to ensure that these maritime or air forces should refrain from any act of hostility and any action likely to provoke acts of hostility from the other party.

Wording suggested by M. Undén.

Amend the last part of the old text of Article 3 as follows :

“ . . . prescribing, in particular, the withdrawal of forces having penetrated into the territory of another State ;

“ The withdrawal of forces having penetrated into a zone demilitarised in virtue of international treaties ;

“ And, in general, the stopping or withdrawal of the land, sea or air forces outside the geographical limits which will be fixed by the Council for this purpose.”

Article 4.

French Proposal.

B. As soon as they shall have been notified of the measures decided upon by the Council in application of Article A, the High Contracting Parties concerned shall take all steps to ensure their execution without delay.

If, owing to special circumstances or to hostile acts by the other party, one of the High Contracting Parties thinks it necessary, it may inform the Council that it is postponing the total or partial execution of the prescribed measures until the arrival on the spot of the Commissioners instructed by the Council to supervise the execution of the measures which it has prescribed for the two parties.

The High Contracting Parties undertake to grant these Commissioners all facilities for the performance of their task, whether on land or on board their respective naval forces.

The rules to be followed for the composition and working of Commissions of Control shall be embodied in executive regulations which shall be prepared by the competent organs of the League of Nations, so as to enter into force at the same time as the present Convention.

C. If any violation of the measures defined in Article A is noted by the Commissioners mentioned in Article B and continues in spite of the Council's injunctions, the Council shall notify the measures to be taken to put an end to the said violation and the High Contracting Parties undertake to comply with the recommendations it may make to them on this matter.

Should one of the parties concerned be guilty of a deliberate and persistent violation of the prescribed measures and open or resume hostilities, without the Commissioners appointed by the Council finding the other party guilty of a similar violation of the Council's prescriptions, the High Contracting Parties shall consider the action so taken as a flagrant and unprovoked act of aggression and as a resort to war within the meaning of Article 16 of the Covenant. In such case, they agree for their part to comply with the provisions of the said article as against the offending State.

Former Text.

High Contracting Parties between whom hostilities may have broken out undertake to lend themselves to any action which may be decided upon by the Council with a view to ensuring the observance and the execution of the measures it may have recommended in conformity with Article 3.

Wording suggested by Baron Rolin Jaequemyns.

If, in the cases provided for in Article 3 above and for the purpose of satisfying itself that the prescribed measures have been carried out, the Council of the League of Nations decides to send representatives to the spot, the High Contracting Parties undertake to lend themselves to any action of the Council to this effect.

Wording suggested by M. Undén.

In the cases provided for in Article 3 above, the Council of the League of Nations shall send representatives to the spot to satisfy itself that the measures prescribed by it have been complied with, and the High Contracting Parties undertake to lend themselves to any action of the Council to this effect.

Proposal by the Netherlands Delegation.

In place of the second paragraph of the French proposal, read as follows :

“ At the request of one of the High Contracting Parties concerned, the Council shall send to the spot Commissioners instructed to supervise the execution of the said measures. The High Contracting Parties undertake to give these Commissioners all facilities for the discharge of their duties.

“ If, after a reasonable period, the Commissioners have not arrived on the spot, the obligation of the High Contracting Party to execute the measures prescribed by the Council shall terminate after it has notified the Council and shall only come into force again after the arrival of the Commissioners.”

Article 5.

In the cases referred to in Articles 3 and 4, the High Contracting Parties undertake to act in accordance with the recommendations of the Council, provided that they are concurred in by all the members other than the representatives of the parties to the dispute.

Article 6.

The provisions of the present Treaty shall only apply as between the High Contracting Parties.

Article 7.

The present Treaty may not be interpreted as entailing any change in the task of the Council of the League of Nations as laid down in the Covenant.

(The British delegation has reserved the right to take up again, if necessary, an amendment to add to the above text a clause as follows :

(“ Nor as imposing any obligation on the High Contracting Parties to cease or refrain from action taken in accordance with the recommendations of the Council. ”)

Articles 8, 9, 10 and 11.

British Proposals.

Wording proposed by the Rapporteur.

Article 8.

The present Treaty shall come into force as soon as the Secretary-General of the League of Nations has received the ratifications or accessions on behalf of two Members of the League of Nations.

Article 8.

The present Treaty of which the French and English texts shall both be authentic shall bear to-day's date.¹

Article 9.

Ratifications or accessions received after the entry into force of the Treaty in accordance with Article 8 shall take effect as from the date of their receipt by the Secretary-General of the League of Nations.

Article 9.

Any Member of the League of Nations and any non-Member State to which the Council of the League of Nations shall communicate a copy of the present Treaty for this purpose may accede to the said Treaty.

The instruments of accession shall be transmitted to the Secretary-General of the League of Nations, who shall notify their receipt to all the Members to the League and to the non-Member States mentioned in the preceding paragraph.

Article 10.

After the expiration of . . . years from the coming into force of the present Treaty in accordance with Article 8, it may be denounced by an instrument in writing deposited with the Secretary-General of the League of Nations. The denunciation shall take effect six months after its receipt by the Secretary-General and shall operate only as regards the Member of the League on whose behalf it has been deposited.

The Secretary-General shall notify all the Members of the League of any denunciations received.

Article 10.

1. The present Treaty shall come into force on the ninetieth day following the receipt by the Secretary-General of the League of Nations of the accession of not less than . . . contracting parties.

2. Accessions received after the entry into force of the Treaty, in accordance with the previous paragraph, shall become effective as from the ninetieth day following the date of receipt by the Secretary-General of the League of Nations.

Article 11.

The present Treaty shall be registered by the Secretary-General of the League of Nations on the date of its entry into force.

In faith whereof the above-mentioned plenipotentiaries have signed the present Treaty.

Article 11.

1. The present Treaty shall be concluded for a period of five years, dating from its entry into force.

2. It shall remain in force for further successive periods of five years in the case of High Contracting Parties which do not denounce it at least six months before the expiration of the current period.

¹ Date of adoption by the Assembly.

3. Denunciation shall be effected by a written notification addressed to the Secretary-General of the League of Nations, who shall inform all the Members of the League and the non-Member States mentioned in Article 9.

4. Notwithstanding denunciation by one of the High Contracting Parties concerned in a dispute, all forms of procedure pending at the term of the expiration of the period of the Treaty shall be duly completed.

Article 12.

A copy of the present Treaty, signed by the President of the Assembly and by the Secretary-General of the League of Nations, shall be kept in the archives of the Secretariat; certified true copies of the text shall be transmitted to all Members of the League and to the non-Member States mentioned by the Council of the League of Nations.

Article 13.

The present Treaty shall be registered by the Secretary-General of the League of Nations on the date of its entry into force.

Preamble.

The Heads of the States and competent authorities of the States parties to the present Treaty, being sincerely desirous of developing mutual confidence by strengthening the means of preventing war;

Noting that to this end the task of the Council of the League of Nations in ensuring peace and conciliation might be facilitated by undertakings assumed voluntarily in advance by the States;¹

Have decided to achieve their common aim by agreeing on the following provisions:

ANNEX II.

C.A.S./4th Session/Drafting Committee/6.

OBSERVATIONS OF THE FRENCH DELEGATION IN REGARD TO THE TEXTS PREPARED BY THE BUREAU (Document C.A.S./4th Session/Drafting Committee/5.

Article 7. — It was understood that a special reference would be made to the powers of the Council to make recommendations conferred upon it by Article 11. No doubt the text, which is of a very general character, may appear adequate. It might, however, be desirable, in order to meet the views of various delegations, to bring out this point more clearly.

It was also stated that the word "change" might usefully be replaced by the word "restriction".

Article 8 and following articles. — The wording proposed by the Rapporteur appears to correspond to the idea of a "general act" and not to the conclusion of a "convention". If the Committee decides on this wording, it would at least be necessary to insert a stipulation that a Power, when acceding, may state that its accession will only take effect when a particular Power named by it has also acceded.

The French delegation for its part would prefer the form of convention suggested by the British delegation, with the addition of the following stipulation:

"On depositing their ratifications or accessions, the High Contracting Parties and the Powers which may subsequently become parties to the present Treaty may, to the exclusion of any other reservation, make the entry into force of the present Treaty, in so far as they are concerned, conditional upon the ratification of the Treaty by other High Contracting Parties specially named by them."

¹ Alternative wording to be employed if the Committee decides to mention the Pact of Paris in the Preamble:

"Noting that the aim pursued in the Covenant of the League of Nations and in the Paris Pact in ensuring peace and conciliation might be facilitated by undertakings assumed voluntarily in advance by the States;

"Have decided . . ."

ANNEX III.

C.A.S./4th Session/Drafting Committee/8.

PROPOSAL BY THE BRITISH DELEGATION.

Article 3.

In any case where the Council acting under the provisions of Article 11 of the Covenant of the League of Nations shall be of opinion that a threat of war exists and shall in consequence make recommendations with a view to diminishing or putting an end to that threat, the High Contracting Parties hereby undertake to comply with such recommendation;

Provided always that nothing in this article shall compel any High Contracting Party to comply with any such recommendation of the Council which the High Contracting Party shall deem to be inconsistent with its national safety; but, in that case, it shall forthwith furnish to the Council its reasons for refusing to comply with the Council's recommendation.

ANNEX IV.

C.A.S./4th Session/Drafting Committee/2.

PROPOSAL BY THE PERUVIAN DELEGATION

Amendment to paragraph 3 of the Preamble :

“ Have decided to achieve their common aim by means of a Treaty. This Treaty shall be signed by the delegations sent to the Assembly of the League of Nations on behalf of the States which prefer not to appoint special plenipotentiaries.”

**DRAFT TEXT OF CONVENTION ON FINANCIAL ASSISTANCE
SUBMITTED BY THE BUREAU.**

ANNEX V.

C.A.S./4th Session/Drafting Committee/9.

Article 1A.

If a State, in violation of its international obligations, resorts to war against a High Contracting Party, the latter shall at its request receive the financial assistance provided for in the present Convention, unless the Council decide otherwise.

The High Contracting Party to which the financial assistance is accorded undertakes, for its part, to submit the dispute to mediation by the Council or to judicial or arbitral settlement.

Article 1B.

If the Council, in pursuit of its duty under the Covenant, and acting within the limit of its rights under the Covenant or under general or special Conventions applicable in the matter, shall, in any international dispute likely to lead to a rupture, have taken action to safeguard peace, including resort to mediation or any other means of pacification, and if either of the parties shall refuse or neglect to conform to such measures, the Council may, at the request of the adverse party, signatory to the present Convention, accord financial assistance to the last-named party.

The High Contracting Party to which financial assistance is accorded undertakes, for its part, to submit the dispute to mediation by the Council or to judicial or arbitral settlement and to conform to any provisional measures that might be recommended by the Council with a view to safeguarding peace.

Article 1C.

During the dispute by reason of which the financial assistance provided for in the present Convention is accorded, the High Contracting Parties undertake, without prejudice to the stipulations laid down in Article 16 of the Covenant, to give no help, direct or indirect, to any Powers that may be involved in a dispute with the High Contracting Party to which of the said financial assistance.

Articles 2 to 5.

(Original text.)

Article 6.

1. Subject to the provisions of Article 18 regarding payment of interest in the event of default, the annual liability which can fall to the charge of any Government in the capacity of an ordinary guarantor, in respect of all the loans contracted in accordance with the present Convention, is limited to a maximum. This maximum shall be a sum bearing the same proportion to (100 million)¹ gold francs as the contribution to the League's expenses payable by the Government, under the scale of allocation applicable on (January 1st, 1930)¹ bears to the total contributions due from all the Members of the League.

In the case of a Government which was not liable to contribute to the League's expenses under the scale mentioned in the preceding sentence, the scale of allocation applicable on the date on which it became bound by the obligations of the present Convention shall be substituted for the said scale.

2. The Council shall, as soon as possible, notify to the various Governments the maximum annual liabilities which result for them from the provisions of paragraph 1.

Articles 7 and 8.

(Original text.)

Article 9.

(Text of the Financial Committee.)

Articles 10, 11 and 12.

(Original text.)

Article 13.

Paragraph 1.

Where the Council of the League of Nations decides, in virtue of Article 1A or 1B, that a High Contracting Party shall receive financial assistance under the present Convention, it shall authorise the Government of such High Contracting Party to issue a loan enjoying the ordinary guarantees and the special guarantees resulting from the present Convention. The Council may exclude the ordinary guarantee or special guarantee of any Government if, in its opinion, it would not be desirable in the interest of the success of the loan that such ordinary guarantee or special guarantee should attach to the loan.

Paragraphs 2 and 3.

(Original text.)

Articles 14 and 15.

(Texts of the Financial Committee.)

Article 16.

(Original text.)

Article 17.

(Text of the Financial Committee.)

Articles 18, 19, 20, 21 and 22.

(Original text.)

Article 22A.

(Text of the Financial Committee.)

Articles 23, 24 and 25.

(Original text.)

Article 26.

1. Decisions of the Council under Article 1A or 1B shall be taken by the unanimous vote of the Members represented at the meeting, the votes of representatives of the parties to the dispute not being counted in determining such unanimity.

2. All other decisions taken by the Council in virtue of the present Convention shall be taken by a simple majority vote of the Members represented at the meeting, the votes of the representatives of the parties to the dispute not being counted.

3. A Member of the League which is not a Member of the Council shall not claim to sit on the Council, when the latter discusses questions arising under the present Convention, in virtue of the fact that it is an ordinary guarantor or special guarantor under the present Convention.

¹ See Introductory Note.

Articles 27 and 28.

(Original text.)

Articles 29 and 30.

Substitute the following text :

“ *Article A.*

“ The entry into force of the present Convention, and its maintenance in force as regards authorisation of new loans, shall be conditional upon the entry into force and maintenance in force of a general plan for the reduction of armaments such as is contemplated by Article 8 of the Covenant of the League of Nations.

“ The relation to be established between the entry into force, the maintenance in force and the application of the present Convention on the one hand, and the entry into force and observance of the disarmament plan on the other hand, shall be determined in detail by the Conference by which the said plan is adopted.

“ *Article B.*

“ It shall also be a condition of the entry into force of the present Convention that the ratifications or accessions which it has received shall have resulted in causing a sum of not less than 50 million gold francs, for the annual service of loans, to be covered by ordinary guarantees and also by the special guarantees of not less than three Governments.

“ *Article C.*

“ 1. The present Convention shall enter into force ninety days after the date on which the conditions set out in Articles A and B are satisfied. The Secretary-General shall make the calculations necessary for the purpose of Article B. He shall notify the entry into force of the Convention to all the Members of the League.

“ 2. In the case of High Contracting Parties ratifying or acceding to it after its entry into force, the Convention shall take effect on the day on which the instrument of ratification or accession is deposited with the Secretary-General of the League of Nations.

“ 3. The total maximum amount covered by ordinary guarantees in accordance with Article 6 on the date of entry into force of the Convention, and any subsequent increase in that amount resulting from a new ratification or accession, shall be notified to all the Members of the League by the Secretary-General.

“ *Article D.*

“ Subject to the conditions laid down in Article A, the following provisions shall apply :

“ 1. The present Convention shall be concluded for a period of ten years dating from its entry into force.

(Article 30, paragraph 1 — unchanged.)

“ 2. It shall continue in force for further successive periods of five years as between such High Contracting Parties as do not denounce it at least two years before the expiration of the current period.

(Article 30, paragraph 2 — unchanged.)

“ 3. Denunciation shall be effected by a written notification deposited with the Secretary-General of the League of Nations, who shall notify its receipt to all the Members of the League. A denunciation may relate merely to the guarantee of the Government of a particular territory of the High Contracting Party.

(Article 30, paragraph 3 — unchanged.)

“ 4. Notwithstanding the provisions of paragraph 2, the Convention shall cease to be in force, so far as it relates to the authorisation of new loans, at the end of the original period for which it is concluded, or of any successive period for which it continues in force, if at that date, as a result of denunciation, or of the operation of paragraph 7 below, the annual sum to which the ordinary guarantees amount is less than 50 million gold francs or the number of special guarantor Governments has fallen below three.

(Article 30, paragraph 4 — unchanged.)

“ 5. The obligations of any Government in respect of loans already authorised in virtue of the present Convention shall not be affected by denunciation of the Convention, or by its ceasing to be in force, so far as it relates to the authorisation of new loans, under the provisions of paragraph 4 above or of Article A.

(Article 30, paragraph 5 — amended.)

“ 6. If the ratifications or accessions necessary to bring the present Convention into force are not accorded within a period to be fixed by the Conference mentioned in Article A, the Convention shall not be capable of coming into force, unless the High

Contracting Parties which have already ratified or acceded to it shall decide to prolong such period.

“ 7. Withdrawal from the League of Nations shall, on the date on which it becomes effective, terminate all the rights and obligations of the Government concerned under the present Convention, except such obligations as already rest upon it in consequence of the authorisation of a loan in application of the Convention.”

Article 31.

(Original text.)

ANNEX VI.

C.A.S./4th Session/Drafting Committee/10.

NOTE BY THE FRENCH DELEGATION

(CONNECTION BETWEEN FINANCIAL ASSISTANCE AND DISARMAMENT.)

A general Disarmament Convention may possibly not be brought at once into force, on account of the numerous questions that have still to be settled before that can be done. It seems unjustifiable that, in the event of a threat of war developing in the meantime, there should be no possibility of taking action to maintain the peace in virtue of the existence of a Convention on Financial Assistance.

Further, the desirability of establishing a link between financial assistance and disarmament should, we think, be understood in the sense that a State should not be able to benefit by financial assistance unless it has done everything that rests with it to carry out Article 8 of the Covenant. At the same time, it would be absurd that such a State, if attacked, should be deprived of financial assistance because it has not yet been possible for a general Disarmament Convention to come into force, owing, perhaps, precisely to the attitude of its aggressor.

The outcome of these considerations is embodied in the following text :

Additional Article.

Notwithstanding the provisions of Articles 1 and 13, no High Contracting Party which, within one year of the adoption of a scheme for the limitation and reduction of armaments by the General Disarmament Conference, has not carried out that scheme, so far as it is itself concerned, may benefit by the financial assistance provided for in the present Convention.

Notwithstanding the aforesaid provisions, the Council may at any time refuse the benefit of financial assistance to any High Contracting Party which does not discharge its international obligations as regards the limitation of its armaments.

ANNEX VII.

C.A.S./4th Session/Drafting Committee/14.

INTRODUCTORY NOTE TO THE DRAFT CONVENTION ON FINANCIAL ASSISTANCE

The principle underlying the draft Convention on Financial Assistance is this : that in the event of war, or of an international conflict likely to lead to a rupture, a State Member of the League should be given prompt and effective financial assistance in order to restore or preserve peace.

This assistance, it is proposed, should take the form of loans guaranteed by the contracting States.

The political importance of financial assistance has been often demonstrated. Suffice it to say here that the existence of a Convention such as the one proposed would have a preventive effect by deterring a State contemplating aggression. Furthermore, it would give a greater feeling of security and would thus help to advance the work of disarmament.

Having regard to the instructions given by the Assembly, the draft which the Committee on Arbitration and Security has prepared with the help of the Financial Committee embodies the complete text of a Convention. The Committee realised, however, that certain points ought to be left to the judgment of the plenipotentiaries who will establish the final text of the

Convention. It has accordingly done no more than offer indications, leaving it to the plenipotentiaries of the contracting Powers to come to a decision on the points in question, which are the following :

1. The annual amount up to which the contracting parties undertake to guarantee the interest on, and amortisation of, loans floated in virtue of the Convention (Article 6).
2. The date of the scale of contributions to the League's expenses which is to form the basis for the allocation of the guarantee. The Committee would point out that, should the date mentioned in the draft be changed, it would be necessary to fix a date prior to the establishment of the text, and as early as possible, so that the Governments could be apprised in advance of the limits of the maximum liabilities they may be required to assume (Article 6).
3. The minimum sum to be covered by the ordinary and special guarantees in order that the Convention may come into force or remain in force. The Committee on Arbitration and Security and the Financial Committee consider that this minimum sum should be fixed at half the maximum sum specified in Article 6 (Articles A and C).
4. The date of expiry of the Convention (Article C).
5. The date on which the Council would convene a Conference in the event of there being an insufficient number of notifications or accessions (Article C).

*

* * *

Some of the questions raised in the Committee on Arbitration and Security were technical and financial, while others were political.

For the technical and financial questions, the members of the Committee on Arbitration and Security were guided by the Financial Committee's report and by the opinions expressed by the delegates of the Financial Committee.

The principal questions of a political character relate to the following articles :

1. *Cases of Application of the Convention.* — The Committee decided to treat separately the case of war and the case of an international dispute likely to lead to a rupture, the application of financial assistance in the last-named case being subject to special conditions.

Further, the Committee deemed it expedient to give effect to the desire expressed by certain delegations that the State receiving assistance should be obliged to enter into certain undertakings.

1A. *The Case of War.* — The question raised in connection with Article 1A was whether, in case of war, it was the duty of the Council to grant financial assistance, or whether it might grant it according to circumstances. The different views put forward are embodied in the draft which was adopted. It was recognised as a principle that, in the case of a war in breach of international obligations, the State attacked has the right to financial assistance, but that, on the other hand, the Council possesses discretionary powers to take a decision constituting a departure from this principle.

As regards the undertaking which the party applying for financial assistance would be required to enter into, namely, to comply with the provisional recommendations of the Council, the majority of the Committee was of opinion that in case of war the question did not arise.

1B. *The Case of an International Dispute likely to Lead to a Rupture.* — In Article 1B, the Committee replaced the expression " case of threat of war " by the expression " case of an international dispute likely to lead to a rupture ", in order to take account of the obligation entered into by the signatories of the Kellogg Pact not to resort to war as an instrument of national policy.

The text adopted by the majority of the Committee allows the Council to grant financial assistance if, *inter alia*, either of the parties to the dispute, whether Member or non-Member of the League, has refused or neglected to conform to the measures taken by the Council to safeguard peace.

Certain delegations, among them those of Canada, Germany, Italy and Japan, made reservations regarding this article. They were of opinion that the Council should not authorise a loan before war had broken out. The following text was proposed instead of Article 1B :

" If, in a crisis, the Council considers that there is a danger of war, it may notify the parties to the dispute that financial assistance will be granted to the State against which one of the parties to the dispute goes to war. At the same time, the Council will take all preparatory measures in order that financial assistance may be promptly accorded directly war breaks out."

2. *Questions of spreading the Service of the Amortisation of the Loan over a Period in Instalments.* — The question arose, in connection with Article 4, whether it would be possible to provide for rapid amortisation, starting from the very beginning, and to spread it over the whole period of the loan in equal instalments.

The Financial Committee was of opinion, however, that this procedure would involve serious technical and financial difficulties from the standpoint both of the issue of the loan and of the interests of the borrower.

3. *Employment of Loan.* — The Committee deemed it expedient to provide for the possibility of the Council making conditions as to the employment of the proceeds of the loan and the supervision of such employment. In order to dispel all doubt on the point, a special clause has been inserted in paragraph 2 of Article 14.

4. *Participation of States not Members of the League.* — The question arose whether it would not be expedient to provide for the possibility of States not Members of the League acceding to the Convention.

It appeared to the Committee that the admission of non-Member States would encounter both technical and constitutional difficulties.

From the technical point of view, not only would the accession of non-Member States involve a complete re-casting of a whole series of articles of the Convention, but it would be extremely difficult to devise a means of fixing the extent of the guarantees to be given by the said non-Member States. From the constitutional point of view, it was pointed out that the whole structure of the Convention was based on the Covenant, and that a State could hardly participate in this Convention on Financial Assistance without, at the same time, sharing in all the rights and duties established by the Covenant. In particular, it would be essential that States not Members of the League which acceded to the Convention should assume, at the same time, a definite obligation to adopt Article 17 of the Covenant, *i.e.*, to recognise the Council's powers of arbitration. In these circumstances, the Committee thought it well to confine the participation of non-Member States to the guaranteeing of particular loans as provided for in Article 23.

5. *Undertaking to facilitate the Issue of Guaranteed Loans.* — The Committee on Arbitration and Security, in agreement with the representatives of the Financial Committee, decided that it would be well to provide, not only that the guarantor States should undertake to facilitate on their financial markets the issue of the loans authorised by the Council, but that they should also undertake to abstain from any measure calculated to compromise the efficacy of the financial assistance.

A clause of this nature inserted in Article 23 must obviously be of positive value in supplementing and reinforcing the direct measures provided for in Articles 1A and 1B.

6. *Dispute relating to Interpretation and Application.* — The Committee on Arbitration and Security, in agreement with the Financial Committee, is of opinion that, if the Convention is to be efficacious, it is essential that decisions that may be taken under Articles 21 and 25 should not involve delay in the application of the Convention, and that they should be of a final character. Accordingly, any dispute relating to the interpretation or method of application of the Convention should be settled, in the last resort, by decision of the Council.

The suggestion put forward at the last Assembly to the effect that such decisions should rest with the Permanent Court of International Justice would tend to compromise the very delicate financial mechanism of the Convention by making it possible to re-examine decisions on the basis of which certain financial undertakings had been entered into.

7. *Rules for Voting in the Council.* — The Committee has adhered, as far as possible, in the wording of Article 28, to the terminology of the Covenant.

8. *Connection between the Convention and Article 16 of the Covenant.* — The Committee considered it advisable to insert in the Convention, a clause making it clear that the provisions of the Convention cannot be construed as affecting the rights and obligations of the contracting parties under the provisions of Article 16 of the Covenant.

9. *Final Clauses.* — After examining the suggestions put forward at the last Assembly, the majority of the Committee was of opinion that it was essential to establish a link with the Disarmament Convention and made the entry into force of the Convention on Financial Assistance conditional upon the entry into force of a plan for disarmament in conformity with Article 8 of the Covenant.

The decision to provide for correlation with the disarmament plan involved the complete recasting of Articles 29 and 30.

Further, for the reasons mentioned in the observations relating to Article 22, the Committee on Arbitration and Security was of opinion that a State which ceases to be a Member of the League of Nations should automatically cease to be a party to the Convention on Financial Assistance, though it would still be bound by its obligations as a guarantor of loans already authorised.

Further, several delegations suggested that it might be desirable, in order to encourage States to accede to or to ratify the Convention, to prevent those which have not acceded to it until after its entry into force from benefiting by the Convention until after a certain interval has elapsed since their ratification or accession.

Geneva, September 26th, 1930.

LEAGUE OF NATIONS

CONVENTION ON FINANCIAL ASSISTANCE

REPORT OF THE THIRD COMMITTEE TO THE ASSEMBLY.

Rapporteur: M. COBIÁN (Spain).

Since the ninth Assembly, the League of Nations has studied the idea of giving financial assistance to a State in case of war or threat of war as a new means of increasing the guarantees of security, more particularly with a view to preventing war.

The Financial Committee and the Committee on Arbitration and Security have dealt more particularly with this problem, and it is owing to their co-operation that the text which your Committee had to discuss was drawn up. The Assembly will certainly desire to express its appreciation of the work done by these Committees, and to convey its thanks to them.

It may be briefly mentioned that, in accordance with the instructions given them by the ninth Assembly, the two Committees first of all submitted a preliminary draft to the tenth Assembly. When, however, this preliminary draft was discussed, it was seen that certain questions were not yet ripe for a satisfactory solution. The tenth Assembly, after noting the various views expressed by the delegations, merely emphasised the importance of the draft and the necessity of its being further examined. It accordingly requested the Council to ask the Committee on Arbitration and Security to resume the study of the question in co-operation with the Financial Committee with a view to framing a Convention which could be accepted by the eleventh Assembly and signed during the present session.

The Financial Committee and the Committee on Arbitration and Security successfully settled almost all the difficulties noted by the tenth Assembly.

As a result of the goodwill displayed by its members, the Third Committee can, in turn, congratulate itself on reconciling the remaining divergent views and making certain improvements in the text of the Convention.

The Assembly is familiar with the general structure of this instrument. It accordingly seems unnecessary to comment generally on its provisions and explain its principles.

It might, however, be well to indicate certain points which have engaged the special attention of the Third Committee.

The Assembly is aware that the conditions governing the provision of financial assistance in case of war (Article 1) were laid down by the Committee on Arbitration and Security. In the first place, the principle was recognised that, should resort be had to war in violation of international obligations, the State which is attacked is entitled to financial assistance; and, in the second place, the Council retains power to adopt a different decision at its discretion.

Nevertheless, the most important question, the question whether financial assistance would be granted, not only in case of war, but also in case of a threat of war (Article 2), remained unsettled. Certain delegations feared that the application of financial assistance before the outbreak of war might endanger the mediating action of the Council, or that the State receiving the loan might change its attitude once it was in possession of the financial assistance.

This highly controversial point was settled by a compromise formula. The formula makes the right of granting financial assistance in the case of an international dispute likely to lead to a rupture dependent upon a twofold condition—one of the parties to the dispute must have failed to conform to the steps taken by the Council; further, the Council must be of opinion that peace cannot be safeguarded otherwise. Naturally, if the financial assistance should not appear likely to prevent war, the other party being determined in any case to resort thereto, the Council would nevertheless not be prevented from providing it.

Articles 1 and 2 of the Convention lay down that the State receiving financial assistance must undertake to submit the dispute to judicial or arbitral settlement or to any other pacific procedure which the Council may deem suitable. Obviously, if the parties were bound by treaty stipulation pledging them to submit their dispute to a pacific procedure, the Council would call upon them in the first place to resort to that procedure.

Another question which engaged the attention of the Third Committee, was that of the scale of allocation, fixing the amount which each State should guarantee in respect of loans issued under the Convention. It thought it desirable to adopt, in Article 7, the present scale of allocation for the League's expenses, so that Parliaments, when discussing the ratification of the Convention, may be in a position to know precisely the maximum financial burden to which they may be liable.

If for this reason the Committee was led to choose the scale at present in force, it did not, for the same reason, think it possible to provide for a revision of the scale, in the body of the Convention, at the time or when the latter falls to be renewed. This renewal will be automatic, and will not necessitate any new act on the part of the Governments or Parliaments.

The Committee clearly realised that certain Governments might be adversely affected by the fact that the scale of allocation of the League's expenses might subsequently be modified to their advantage, while their obligations under the Convention would continue to be reckoned on the basis of the former scale. Nevertheless, the advantages of basing the Convention on an already existing scale and of retaining the possibility of an automatic renewal of the Convention were so obvious that the Third Committee did not think it could modify the text on these two points. It is understood, however, that it will always be possible for a contracting party, before the Convention is renewed, to enter into negotiations with the other contracting parties if it desires the adoption of a new scale.

As regards the authorisation of loans, referred to in Article 14, the Swedish Government desired, for constitutional reasons peculiar to Sweden, that mention should be made in the Convention not only of "the Government" but also of "any other competent authority" for contracting the loan in question. The Committee thought that it would be enough if the Swedish representative, when signing the Convention, made a declaration as to the competent authority of his country; the representatives of the other Governments would take note of this declaration.

Moreover, the Committee supplemented the provisions of Article 15 by laying down, in paragraph 3, that the Protocol regulating in each particular case the conditions as to the loan should contain, in the case of Article 2, provisions enabling the Council to suspend at any moment the payment to the Government receiving the loan of such part of the proceeds of the loan as is not yet paid, if such a measure is rendered necessary by the attitude of the party in question after financial assistance has been granted to it.

The Third Committee thought it desirable to be content with this general stipulation and to leave it to the Council or the organs designated by the Council to lay down in the said Protocol, if necessary, all conditions appropriate in the particular case.

Moreover, the suspension of payments provided for in the Convention allows the Council great latitude. This suspension may, according to circumstances, be short or long, or even definitive.

The Third Committee thought it necessary that the decision suspending the loan should be taken by a unanimous vote, and it modified Article 28, paragraph 1, in this sense.

As regards Article 25, the British delegation stated that the British Government would facilitate to the utmost of its power the issuing of loans; but that the undertaking as to the "opening of the financial market" appearing in the article could not apply to the London market, as the issue of loans on that market does not depend on Government authorisation. The Committee noted this observation, which also covers the case of the other countries in a similar position.

As regards the link to be established between the present Convention and the limitation and reduction of armaments (Article 35), various views were revealed as to whether the entry into force of the Convention should be postponed until the entry into force of some such plan. Certain delegations considered that, since it was a question of an important means of preventing war, and one likely to increase security, it would be desirable not to wait for the entry into force of a plan for the reduction of armaments, but to secure the application of the Convention as soon as possible. Other delegations, however, pointed out that their countries would not be prepared to accept the burdens imposed by a Convention on Financial Assistance unless these burdens were compensated for by the advantages of a general reduction of armaments.

Under these circumstances, the Third Committee decided to make the entry into force and the maintenance in force of the present Convention conditional upon the entry into force and the maintenance in force of a plan for the reduction of armaments adopted in execution of Article 8 of the Covenant. This interdependence is secured in such a manner that the Convention for Financial Assistance will not apply in respect of a contracting party unless this plan is in force for that party.

In order to ensure the rapid working of the Convention on Financial Assistance upon its entry into force, the Third Committee thought it desirable that arrangements should be made in advance, so far as possible, for the technical application of the Convention. It considers that the Council should call upon the Financial Committee to take suitable steps for this purpose.

The Assembly will certainly be of opinion that the Convention should be opened for signature to all the Members of the League immediately upon its adoption, and that an urgent appeal should be made to all delegations to sign the Convention during the present session, as was suggested by the tenth Assembly.

On behalf of the Third Committee, I have therefore the honour to submit the following resolution to the Assembly:

“ The Assembly:

“ Taking note of the report submitted to it on behalf of the Third Committee,

“ Thanking the Financial Committee and the Committee on Arbitration and Security for the admirable work they have done to frame the Convention on Financial Assistance:

“ I. Approves the text of the said Convention which has been drawn up by the Third Committee;

“ Decides to open the Convention immediately for signature by the Members of the League;

“ Expresses the earnest hope that the Convention will be signed and ratified by all the Members of the League of Nations;

“ Instructs the Secretary-General to take the necessary steps to bring the Convention officially to the notice of all States Members of the League that have not signed it before the end of the present session of the Assembly, in order that they may be able to do so on or before December 31st, 1931, or to accede thereto after that date;

“ II. Considers it desirable that the scheme for Financial Assistance might be applied, when the case arises, without any delay;

“ Therefore asks the Council to instruct the Financial Committee to prepare drafts for the various documents referred to in the Convention that may be necessary for its entry into force, such as protocols, loan contracts, etc.”

CONVENTION ON FINANCIAL ASSISTANCE

PREAMBLE.

.....

[Heads of States.]

Recognising the importance, as a means of safeguarding or, if necessary, restoring peace between nations, of creating a system of financial assistance in the form of guarantees for loans to be given in the event of international disputes likely to lead to a rupture or in case of war;

Considering that such a system of assistance can best be organised by the conclusion of an international convention;

Have appointed as their plenipotentiaries for this purpose:

.....

Who, having communicated their full powers found in good and due form, have agreed as follows:

CASES IN WHICH FINANCIAL ASSISTANCE IS GRANTED.

Article 1.

1. If, despite the efforts which the Council of the League of Nations has found it possible to make for the maintenance or the re-establishment of peaceful relations, a State, in violation of its international obligations, resorts to war against a High Contracting Party, the latter shall at his request receive the financial assistance provided for in the present Convention, unless the Council decides otherwise.

2. The High Contracting Party to whom financial assistance is granted undertakes, for his part, to submit the dispute to judicial or arbitral settlement, or to any other pacific procedure which the Council may deem suitable.

Article 2.

1. If the Council, in the performance of its duties under the Covenant, and acting within the limit of its rights under the Covenant or under general or special conventions applicable in the circumstances shall, in any international dispute likely to lead to a rupture, have taken steps to safeguard peace, including resort to mediation or any other means of peaceful settlement, and if one of the parties shall refuse or neglect to conform to such steps, the Council may, at the request of the other party, if the latter is a party to the present Convention, grant financial assistance to the last-named party, provided it considers that peace cannot be safeguarded otherwise.

2. The High Contracting Party to whom financial assistance is granted undertakes, for his part, to submit the dispute to judicial or arbitral settlement or to any other pacific procedure which the Council may deem suitable and to conform to any provisional measures that may be recommended by the Council with a view to safeguarding peace.

Article 3.

The financial assistance of the High Contracting Parties shall take the form of ordinary guarantees and special guarantees covering, as hereafter provided, the service of loans (which term shall include short-term credits) contracted in accordance with the present Convention.

Article 4.

For the purpose of the present Convention, the service of a loan comprises the sums payable in each year for interest and amortisation, under the terms of the loan contracts.

Article 5.

No loan contracted under the present Convention shall be for a period exceeding thirty years. In order to facilitate, so soon as circumstances permit, the discharge of the ordinary guarantor and special guarantor Governments from their obligations in regard to the loan, a Government contracting a loan under this Convention shall, if possible, reserve the right to repay it before the end of its full period of maturity.

ORDINARY GUARANTEES.

Article 6.

Each High Contracting Party undertakes and recognises that the Governments for which he becomes a party to the present Convention severally guarantee as ordinary guarantors, to the extent and in the manner set out in the following articles, the due payment of the annual service of the loans which are contracted. The said ordinary guarantees attach to each loan in virtue of the present Convention from the moment at which the loan is authorised, without any further action or consent on the part of the guarantor Government.

Article 7.

1. (a) Subject to the provisions of Article 19 regarding payment of interest in the event of default, the annual liability which can fall to the charge of any Government in the capacity of an ordinary guarantor, in respect of all the loans contracted in accordance with the present Convention, is limited to a maximum. This maximum shall be a sum bearing the same proportion to 100 million gold francs as the contribution to the League's expenses payable by the Government, under the scale of allocation applicable on January 1st, 1930, bears to the total contributions due from all the Members of the League.

(b) In the case of a Government which was not liable to contribute to the League's expenses under the scale mentioned in the preceding paragraph, the scale of allocation in force on the date on which it became bound by the obligations of the present Convention shall be applied to it.

2. The Council shall, as soon as possible, notify to the various Governments the maximum annual liabilities which result for them from the provisions of paragraph 1.

SPECIAL GUARANTEES.

Article 8.

Subject to the provisions of Article 11, a High Contracting Party may accept the obligations of a special guarantor in respect of the Government of any of his territories. Such Government is thereby constituted a special guarantor, and the guarantee which it accords to loans to be contracted in accordance with the present Convention shall be a special guarantee within the meaning of the present Convention, without any further action or consent on the part of the Government.

Article 9.

The special guarantees are created for the purpose of strengthening the security on which a loan contracted in accordance with the present Convention is issued, by ensuring that the service of such loan shall be guaranteed for its full amount, not merely by all the guaranteeing Governments as ordinary guarantors, but also by a small number of Governments which, as special guarantors, will bear, within the limits of their special guarantees, the risk of any delay in the payment of the amounts due from any of the other Governments as ordinary guarantors. The amount covered by each special guarantee accordingly includes the amount of the Government's liability as an ordinary guarantor together with an additional amount, and it is determined, as provided below, in such manner that the total of the additional amounts thus guaranteed by the special guarantor Governments will equal the total amount guaranteed by the Governments which are ordinary guarantors only. In the event of a default by the borrowing Government on the service of the loan, the total amount covered by a special guarantee is payable in full; but the sum paid by a special guarantor Government in excess of its liability as an ordinary guarantor is reimbursable, after the service has been met, out of the balance of the amounts collected from the guaranteeing Governments.

Article 10.

1. Subject to the provisions of Article 19 regarding the payment of interest in the event of default, the annual liability which may fall to the charge of any special guarantor Government in respect of all the loans contracted in accordance with the present Convention is limited to a maximum which includes the Government's obligation as an ordinary guarantor and the additional

amount covered by its special guarantee. This maximum shall be determined by dividing the sum total of the maximum obligations of all the Governments, as ordinary guarantors, among the special guarantor Governments in proportion to their respective maximum obligations as ordinary guarantors.

2. The said maximum liabilities of the special guarantor Governments shall be notified to them by the Council of the League of Nations as soon as possible. They shall be revised by the Council, in the event of any change in the number of Governments which are ordinary guarantors or of those which are special guarantors, as soon as possible after such change has occurred.

Article 11.

1. The following Governments may be special guarantors under the present Convention:

- (a) The Governments of permanent Members of the Council of the League of Nations;
- (b) The Governments of other Members of the League which are unanimously invited to become special guarantors by those Governments which themselves are special guarantors.

Such invitation may be given either before or after the entry into force of the Convention.

2. Acceptance of the obligations of a special guarantor may be intimated at the moment of signature or at that of ratification or at the moment of accession to the Convention, or subsequently by a declaration in writing deposited with the Secretary-General of the League of Nations, who shall notify such acceptance to all the other Members of the League.

Article 12.

The Secretary-General of the League of Nations shall send to the Trustees provided for in Article 13 a certified true copy of each notification of its maximum liability made to a Government in execution of Article 7 or Article 10.

TRUSTEES.

Article 13.

1. Upon the entry into force of the present Convention, the Council of the League of Nations shall appoint five persons to act as Trustees of loans contracted in accordance with the present Convention. The Trustees shall be nationals of the Swiss Confederation and habitually resident in Switzerland.

2. (a) The Trustees shall be appointed for periods of five years. At the end of their term of office, they may be re-appointed for the like or any less period. A Trustee may at any time resign on giving three months' previous notice in writing to the Council of the League of Nations.

(b) The Council of the League of Nations may at any time remove a Trustee.

(c) In the event of a vacancy occurring for any reason in the office of Trustee, the Council of the League of Nations shall without delay appoint another Trustee. If, in his opinion, it is necessary to do so, the Acting President of the Council may appoint a person to act until the vacancy is filled by the Council.

3. (a) The Trustees shall appoint from their number a Chairman and Deputy-Chairman and draw up their rules of procedure subject to the provisions of the present Convention. Except in the case mentioned in Article 16, paragraph 1, meetings shall be convened by the Chairman or, if he is unable to act, by the Deputy-Chairman.

(b) Three Trustees shall constitute a quorum. All decisions may be taken by a majority; in case of equality of votes, the presiding Trustee shall have a casting vote.

(c) The Secretary-General of the League of Nations shall be entitled to be present or be represented at all meetings of the Trustees.

(d) The expenses incurred by the Trustees in executing their functions in connection with any loan and such honoraria for the performance of those functions as may be fixed by the Council of the League of Nations shall be paid by the borrowing Government.

(e) The Council of the League of Nations may advance to the Trustees the amounts referred to in paragraph (d); any sum so advanced shall be repaid to the League by the borrowing Government.

(f) No Trustee shall incur any personal liability in the execution of his functions as Trustee, except for a breach of his duties knowingly and intentionally committed by him.

(g) The Trustees shall report annually to the Council of the League of Nations upon the execution of their functions as Trustees of each loan contracted in accordance with the present Convention; they shall be entitled at any time to bring to the attention of the Council any difficulties experienced by them in performing such functions.

AUTHORISATION OF LOANS.

Article 14.

1. Where the Council of the League of Nations recognises that, in virtue of Articles 1 or 2, a High Contracting Party should receive financial assistance under the present Convention, it shall authorise the Government of such High Contracting Party to issue a loan enjoying the ordinary guarantees and the special guarantees resulting from the present Convention. The Council may exclude the ordinary guarantee or special guarantee of any Government if, in its opinion it would not be desirable in the interest of the success of the loan that such ordinary guarantee or special guarantee should attach to the loan.

2. (a) The maximum sum to which the service of the loan may amount in each year shall be fixed by the Council. The sum fixed by the Council shall be expressed in gold francs as defined in Article 26, and, for the purpose of determining the sum to which the service may amount in the currencies in which the loan is actually contracted, the value of those currencies shall in all cases be assumed to be, at the moment of signature of the loan contracts, that of their legal weight in pure gold.

(b) The annual sum fixed for the service of the loan in any year shall not exceed the amount which can be covered by special as well as by ordinary guarantees without imposing on any Government a liability in excess of the maximum fixed by the present Convention.

(c) The amount for each year of each Government's liability as an ordinary guarantor shall be determined by dividing the service of the loan among all the guaranteeing Governments in the proportion of their maximum possible annual liabilities as ordinary guarantors under this Convention, as fixed by Article 7. The total amount covered by each special guarantee shall be determined by dividing the said service among the special guarantor Governments in the proportion of their maximum possible annual liabilities as special guarantors as fixed by Article 10. For the purpose, however, of simplifying the application of the special guarantees, the Council, with the consent of the special guarantor Governments whose liabilities are affected, may make minor fractional adjustments of the percentages attributable to the special guarantor Governments to the extent necessary to convert such percentages into convenient whole numbers.

3. For the purpose of the preceding provisions, no account shall be taken of the liability for interest which may result under the provisions of Article 19 from a default by a Government in meeting its obligations as an ordinary or as a special guarantor.

ISSUE OF AUTHORISED LOANS.

Article 15.

1. The Council shall require that the conditions and terms of issue of a loan contracted in accordance with the present Convention, that is to say, *inter alia*, the method of issue, the securities (if any) on which the loan is raised, the issue price, the rate of interest, the amortisation (including any stipulations as to repayment before maturity), the expenses of issue, negotiation and delivery, and the currency or currencies in which the loan is issued, shall be submitted for approval to it or to a person or persons appointed by it for the purpose. As provided in Article 14, paragraph 2 (a), the value of the currencies in which the loan is issued and in which its service is payable shall in every case, for the purpose of determining the maximum to which the service may amount, be assumed to be, at the moment of signature of the loan contracts, that of their legal weight in pure gold. The arrangement made by the Council with the borrowing Government in question shall be embodied in a Protocol duly accepted by the latter.

2. The Council may make conditions as to the employment of the proceeds of the loan and the supervision of such employment. These conditions shall be embodied in the Protocol mentioned in paragraph 1.

3. In the case of a loan issued in execution of Article 2 of the present Convention, the Protocol provided for in paragraph 1 above shall contain provisions enabling the Council to suspend at any moment the payment to the Government receiving the loan of such part of the proceeds of the loan as is not yet paid if the Council considers that such a measure is rendered necessary by the attitude of that Government after financial assistance has been granted to it.

4. The loan shall not possess the ordinary guarantees and special guarantees resulting from the Convention, unless the contracts relating to it shall have been certified in writing by a person or persons appointed by the Council—and acting in the second case by majority—to be in conformity with the decisions of the Council and the Protocol provided for by paragraph 1 above, and the provisions of the present Convention. A signed duplicate of the certificate shall be delivered to the Secretary-General of the League of Nations for communication to the Trustees, together with copies of each contract authenticated by the borrowing Government in sufficient number to enable him to send one to each Trustee.

5. The following provisions shall be obligatory in all cases:

(a) The Trustees appointed under the present Convention, acting as provided therein, shall be Trustees of the loan for all purposes for which Trustees are appointed, and in particular shall make all payments for interest or amortisation due on the loan out of the funds supplied by the borrowing Government or, in the event of its default, by the Governments guaranteeing the loan as special or ordinary guarantors.

(b) Except in the case of short-term credits of a currency not exceeding two years, a reserve shall be constituted in the hands of the Trustees by the direct transfer to them by the issuing houses out of the yield of the loan of an amount sufficient to pay one-half of the annual service of the loan as issued. Any sums drawn from this reserve by the Trustees shall immediately be refunded to them by the borrowing Government.

(c) The borrowing Government shall provide the Trustees with the funds necessary to meet the service of the loan in time of war as well as in time of peace. Such remittances shall be in the hands of the Trustees not later than thirty days before each payment falls due.

DEPOSIT OF BONDS IN RESPECT OF PARTICULAR LOANS.

Article 16.

1. As soon as possible after a contract for the issue of all or part of an authorised loan has been certified in accordance with Article 15, paragraph 4, the Trustees, convened by the Secretary-General of the League of Nations, shall examine the contract and the relevant decisions of the Council and ascertain and notify to the Governments whose guarantees attached to the loan:

- (a) What is the total amount of each payment due in respect of that issue in each year;
- (b) What is the maximum sum for which each Government, whether it be an ordinary or a special guarantor, may be liable as an ordinary guarantor in respect of each such payment;
- (c) What is the maximum sum for which each special guarantor Government may be liable as a special guarantor in respect of each such payment.

The sums mentioned in (b) and (c) shall be determined in the manner provided in Article 14, paragraph 2 (c).

2. Within four months of the receipt of the above notification, each Government, according as it is solely an ordinary guarantor or a special guarantor, shall deposit to the order of the Trustees with such bank or other body as the Council, as soon as the Convention comes into force, or subsequently, may choose, either an "Ordinary Guarantee Bond" in the form given in Annex I or a "Special Guarantee Bond" in the form given in Annex II, bearing a separate coupon for each payment for which the Government may be liable in each year. The coupons shall be expressed and be payable in the currency in which payment is due to the bondholders. If the issue is made in more than one currency, separate bonds shall be deposited in respect of the service due in each currency.

3. The coupons of the said bonds shall be payable at an address satisfactory to the Trustees fixed by the Government.

4. The omission to deposit bonds, as provided above, shall in no way affect the obligations of the Governments, whether as ordinary or as special guarantors, or prevent the issue of the loan on the security of the ordinary guarantees and special guarantees which attach to it in virtue of the present Convention.

OPERATION OF THE ORDINARY GUARANTEES AND SPECIAL GUARANTEES IN THE EVENT OF DEFAULT BY THE BORROWING GOVERNMENT.

Article 17.

1. (a) The service of loans contracted in accordance with the present Convention shall always continue to be primarily a charge upon the borrowing Government. The guarantees provided under the Convention shall enter into operation only if, and to the extent to which, the Trustees are neither provided with the necessary funds by the borrowing Government nor able to meet the service out of the reserve constituted in accordance with Article 15, paragraph 5 (b).

(b) In such a case, the Trustees shall call simultaneously on all the guaranteeing Governments, whether they be ordinary or special guarantors. They shall apply the yield of the calls to meet the service of the loan and shall then reimburse to the special guarantor Governments *pro rata* out of the balance of such yield the amounts paid by them in excess of their liabilities as

ordinary guarantors. Delay by a guarantor Government in meeting a call is recognised as creating a duty to compensate special guarantor Governments as provided in Articles 19 and 21 for the prejudice caused to them by the resulting delay in the reimbursement of the amounts paid by them in excess of their liability as ordinary guarantors.

(c) All amounts obtained by the Trustees from the guaranteeing Governments, with the exception of the amounts reimbursed as contemplated in paragraph (b) and of amounts paid to them by way of interest under Article 19, shall constitute a debt due, with interest, from the borrowing Government.

(d) The liabilities between Governments which result from the present Convention shall be settled through the intermediary of the Trustees.

2. The principles set out in paragraph 1 shall be applied in accordance with the provisions of Articles 18 to 22 below.

Article 18.

1. In the event of a default by the borrowing Government in providing funds to pay the annual service of an authorised loan, the Trustees shall draw on the reserve constituted by application of Article 15, paragraph 5 (b), until that reserve is exhausted. They shall at once notify the default to the Governments whose ordinary guarantees or special guarantees attach to the loan. They shall likewise notify any payments into the reserve.

2. If, thirty days before the date at which a payment for interest or amortisation falls due, the Trustees have neither received from the borrowing Government nor possess in the reserve sufficient funds to make the payment, they shall inform each guarantor Government of the amount of the deficiency and the amount for which it will be liable if the deficiency is not made good. If, twenty days before the due date of the payment, the Trustees still are unable to make it in full, they shall present for payment those coupons of the ordinary guarantee and special guarantee bonds which cover the service payment in question. If the deficiency is not total, the Trustees shall reduce *pro rata* the amounts which they call upon the guarantor Governments to pay on the said coupons, and the coupons shall be endorsed accordingly. If a guarantor Government has not yet deposited its bond as required by Article 16, the Trustees shall nevertheless call upon it and it shall be liable to make the payment due from it.

3. The calls which are made by the Trustees upon the ordinary guarantor and special guarantor Governments shall be paid immediately by the said Governments to the Trustees notwithstanding that they may be at war with the borrowing Government or with any country or countries in which a part of the loan has been issued, and notwithstanding that the holders of any or all of the bonds of the series of the loan in the service of which the default has occurred may be subjects of, or resident in, a country or countries with which they are at war.

4. The Trustees shall meet the service of the loan out of the yield of the calls made upon the Governments and shall apply the balance, and their receipts from any calls which are paid at a later date, to reimbursing *pro rata* to the special guarantor Governments the amounts paid by them in excess of their liabilities as ordinary guarantors.

Article 19.

If an ordinary guarantor or special guarantor Government fails to meet in full a call by the Trustees by a date not later than ten days before the interest or amortisation payment in question falls due, the Trustees shall charge the said Government, and the Government shall pay to them, compound interest on the amount in arrears at the rate fixed by Article 21. This charge shall be considered as interest due to those special guarantor Governments which met their obligations by the said date, in consideration of the fact that the delay was calculated to retard payment of the sums reimbursable to them, and the sums received shall be paid over to the said special guarantor Governments in proportion to the amount paid by them in excess of their liabilities as ordinary guarantors.

Article 20.

1. The amount of each default by the borrowing Government in meeting a guaranteed payment due on a loan shall constitute a debt of that Government to the Trustees, bearing compound interest, at the rate mentioned in Article 21, as from the date at which the Government was due to provide the Trustees with the funds necessary for the service of the loan.

2. The payments received by the Trustees from the borrowing Government after it has defaulted in meeting the guaranteed service of its loan shall, if necessary, be applied in the first instance to making good any arrears in the guaranteed service of the loan which have occurred, notwithstanding the ordinary guarantees and special guarantees provided by the present

Convention, and, secondly, to reconstituting the reserve provided for by Article 15, paragraph 5 (b). Subject to this provision, any amounts not required for meeting the current service of the loan shall be used to reimburse to the special guarantor and ordinary guarantor Governments, with the appropriate interest, the amounts which they have furnished to meet defaults in the service of the loan and which have not been reimbursed to them. Each Government shall be entitled to be reimbursed the sum paid by it in the capacity of an ordinary guarantor with compound interest at the rate mentioned in Article 21, as from the date of its payment to the Trustees. Each special guarantor Government shall, in addition, be entitled to receive the amount paid in excess of its liability as an ordinary guarantor, together with its share of any interest chargeable to other Governments under Article 19. Priority shall be given to reimbursement to the special guarantor Governments of the amounts paid by them in excess of their liabilities as ordinary guarantors, and the sums due in respect of earlier defaults shall be met in full before any payment is made in respect of later defaults. Subject to the above provisions, the reimbursement shall be effected *pro rata* to the sums due to the various Governments.

3. A reimbursement to the special guarantor Governments effected under paragraph 2 shall cancel *pro rata* the claims of these Governments against other ordinary or special guarantor Governments. The Trustees shall determine what liabilities are extinguished or reduced and notify the Governments concerned.

Article 21.

The compound interest provided for in Articles 19 and 20 shall be calculated half-yearly and shall be at a rate one per cent higher than the rate of interest payable on the guaranteed loan, or, if the loan was issued in several series, on the particular series in the service of which the default occurs.

Article 22.

All questions arising in the execution of Articles 16 to 21 inclusive shall be settled by the Trustees, subject to appeal by any Government concerned to the Council of the League of Nations, whose decision shall be final. The appeal to the Council shall not suspend the execution of the Trustees' decision.

GUARANTEE OF STATES NOT MEMBERS OF THE LEAGUE OF NATIONS.

Article 23.

The Council of the League of Nations, with the consent of those Governments which are interested in the particular loan as special guarantors, may accept an offer by a State which is not a Member of the League to participate in guaranteeing the annual service of a particular loan which the Council decides to authorise in application of the present Convention. The acceptance of the offer shall not entail the assumption by any Government, whether as an ordinary or as a special guarantor, of liability to make payments greater than it would have been liable to make if the non-Member State had not agreed to participate.

GENERAL PROVISIONS.

Article 24.

The Trustees shall, if so directed by the Council of the League of Nations, suspend all payments to, or for the benefit of, the Government or inhabitants of a territory to which the financial sanctions provided for in Article 16 of the Covenant have become applicable; the sums retained by the Trustees shall become payable, together with any interest which they may have earned, so soon as the Council shall be of opinion that the maintenance of the said sanctions is no longer justified.

Article 25.

The ordinary or special guarantor Governments undertake to facilitate to the fullest possible extent the issue of loans authorised under the present Convention, both by opening their financial markets to such loans and by abstaining from any measure capable of compromising the efficacy of the financial assistance provided for by the present Convention.

Article 26.

For the purposes of the present Convention, the gold franc shall mean a monetary value equivalent to 0.322581 gramme or 4.97818 grains of gold nine-tenths fine.

Article 27.

Any dispute as to the interpretation or as to the method of application of the present Convention shall be settled by a decision of the Council of the League of Nations.

Article 28.

1. Decisions of the Council under Articles 1 or 2 or those suspending the loan in accordance with Article 15, paragraph 3 shall be taken by the unanimous vote of the Members represented at the meeting, the votes of representatives of the parties to the dispute not being counted in determining such unanimity.

2. All other decisions taken by the Council in virtue of the present Convention shall be taken by a simple majority vote of the Members represented at the meeting, the votes of the representatives of the parties to the dispute not being counted.

3. A Member of the League which is not a Member of the Council cannot claim to sit on the Council, when the latter discusses questions arising under the present Convention, in virtue solely of the fact that it is an ordinary guarantor or special guarantor under the present Convention.

Article 29.

The provisions of the present Convention may not be interpreted as affecting the rights and obligations of the High Contracting Parties under the provisions of Article 16 of the Covenant.

FINAL PROVISIONS.

Article 30.

1. The present Convention, of which the French and English texts shall both be authentic, shall bear to-day's date; it may, until December 31st, 1931, be signed on behalf of any Member of the League of Nations.

2. The present Convention shall be ratified. The instruments of ratification shall be transmitted to the Secretary-General of the League of Nations, who shall notify their receipt to all the Members of the League.

Article 31.

As from January 1st, 1932, the present Convention may be acceded to on behalf of any Member of the League of Nations. The instruments of accession shall be transmitted to the Secretary-General of the League of Nations, who shall notify their receipt to all the Members of the League.

Article 32.

It shall be a condition of the entry into force of the present Convention that the ratifications or accessions which it has received shall have resulted in causing a sum of not less than 50 million gold francs, for the annual service of loans, to be covered by ordinary guarantees and also by the special guarantees of not less than three Governments.

Article 33.

1. The present Convention shall enter into force ninety days after the date on which the conditions provided for in Article 32 are satisfied and subject to the provisions of Article 35.

2. The Secretary-General shall make the calculations necessary for the purpose of Article 32. He shall notify the entry into force of the Convention to all the Members of the League.

3. In the case of a Member of the League of Nations on whose behalf a ratification or accession is subsequently deposited, the Convention shall take effect on the day on which the instrument of ratification or accession is deposited with the Secretary-General of the League of Nations.

4. The total maximum amount covered by ordinary guarantees in accordance with Article 7 on the date of entry into force of the Convention, and any subsequent increase in that amount resulting from a new ratification or accession, shall be notified to all the Members of the League by the Secretary-General.

Article 34.

Subject to the conditions laid down in Article 35, the following provisions shall apply:

1. The present Convention shall be concluded for a period continuing until the end of the year 1945.

2. It shall continue in force for further successive periods of five years as between such High Contracting Parties as do not denounce it at least two years before the expiration of the current period.

3. Denunciation shall be effected by a written notification deposited with the Secretary-General of the League of Nations, who shall notify its receipt to all the Members of the League. A denunciation may relate merely to the guarantee of the Government of a particular territory of the High Contracting Party.

4. Notwithstanding the provisions of paragraph 2, the Convention shall cease to be in force, so far as it relates to the authorisation of new loans, at the end of the original period for which it is concluded, or of any successive period for which it continues in force, if at that date, as a result of denunciations, or of the operation of paragraph 7 below, the annual sum to which the ordinary guarantees amount is less than 50 million gold francs or the number of special guarantor Governments has fallen below three.

5. (a) The obligations of any Government in respect of loans already authorised in virtue of the present Convention shall not be affected by denunciation of the Convention, or by its ceasing to be in force, under the provisions of paragraph 4 above or of Article 35.

(b) The Council of the League of Nations and the Trustees shall continue to exercise in respect of loans already authorised all the functions attributed to them by the present Convention until such loans have been repaid in full.

6. If the ratifications or accessions necessary to bring the present Convention into force have not been received before the end of the year 1935, the Council of the League of Nations shall convene a conference to examine the situation.

7. Withdrawal or exclusion from the League of Nations shall, on the date on which it becomes effective, terminate all the rights and obligations of the Government concerned under the present Convention, except such obligations as already rest upon it in consequence of the previous authorisation of a loan in application of the Convention.

Article 35.

1. The entry into force of the present Convention, and its maintenance in force as regards the authorisation of new loans, shall be conditional, in respect of each of the High Contracting Parties, upon the entry into force and maintenance in force, in respect of that Party, of a plan for the reduction of armaments adopted in execution of Article 8 of the Covenant of the League of Nations.

2. Notwithstanding the provisions of Articles 1, 2 and 14, if, after the expiration of one year from the entry into force of the plan referred to above, a High Contracting Party is not acting in conformity with his obligations under such plan, he shall not benefit by the financial assistance provided for by the present Convention.

Article 36.

The present Convention shall be registered by the Secretary-General of the League of Nations on the date of its entry into force.

IN FAITH WHEREOF, the above-mentioned plenipotentiaries have signed the present Convention.

DONE at the day of one thousand nine hundred and in a single copy, which shall be kept in the archives of the Secretariat of the League of Nations, and of which certified true copies shall be delivered to all the Members of the League.

Annex I.

Form of Ordinary Guarantee Bond.

LOAN OF THE GOVERNMENT OF
guaranteed in virtue of the Convention for Financial Assistance made at
on
Issue of (state particulars of issue)
.....
ORDINARY GUARANTEE BOND OF THE GOVERNMENT OF

WHEREAS, subject to the provisions of the above-named Convention for Financial Assistance, the Government of (name of guarantor Government) is an ordinary guarantor of loans authorised and contracted in accordance therewith;

AND WHEREAS the Trustees provided for in the said Convention have certified to the said Government that the Government of (name of borrowing Government) has concluded a contract, which has been duly approved and certified as required by the said Convention, for the issue of (state particulars of issue) being part (the whole) of a loan authorised by the Council of the League of Nations in virtue of the said Convention and enjoying the ordinary guarantee of the Government of (name of guarantor Government)

AND WHEREAS the aforementioned Trustees have certified to the Government of (name of guarantor Government) that (a) the total amount of each payment due in respect of the issue provided for by the aforementioned contract, and (b) the

maximum sum for which the Government of (name of guarantor Government) may be liable as an ordinary guarantor in respect of each such payment are respectively the sums set out in columns A and B of Parts I and II of the Schedule reproduced below:

NOW THEREFORE the Government of (name of guarantor Government) hereby acknowledges that it has guaranteed each of the said payments to the extent of its liability as an ordinary guarantor as stated in the said Schedule; and on presentation by or on behalf of the aforementioned Trustees of any of the coupons attached to the present Bond at (state place for presentation) in accordance with the provisions of the Convention, it will forthwith pay to the bearer or as the Trustees may direct, in (insert currency in which the issue is made), the sum, not exceeding the maximum payable thereon, which is certified by the Trustees to be due on the coupon to make good a deficit in the funds provided for making the payment to which the coupon relates.

Schedule of Interest and Amortisation Payments and of the corresponding maximum liabilities resulting from the ordinary guarantee of the Government of.....

Part I. — Interest Payments.

Date at which interest payment is due.	A Total amount of payment.	B Maximum liability of the Government of as an ordinary guarantor.
.....

Part II. — Amortisation Payments.

Date at which amortisation payment is due.	A Total amount of payment.	B Maximum liability of the Government of as an ordinary guarantor.
.....

Date *(Signed)*

Form of Interest Coupon attached to Ordinary Guarantee Bond.

LOAN OF THE GOVERNMENT OF
guaranteed in virtue of the Convention for Financial Assistance made at
on
Issue of (state particulars of issue)

COUPON for the sum payable by the Government of
as an ordinary guarantor in respect of the instalment of interest due on the
(date of interest payment)

On presentation of this coupon on or after the twentieth day preceding the
(date when interest instalment is due) at
(place for presentation) by or on behalf of the Trustees provided for
in the above-named Convention, the Government of (name of
guarantor Government) will pay to the bearer, or as otherwise directed

by the Trustees, in (insert currency of loan issue)
the sum, not exceeding (amount of the Government's maximum
liability as an ordinary guarantor) which is certified below to have
become payable on this coupon.

(Signed)

Certificate of Trustees.

We certify that the sum of has become payable on this coupon
to make good a deficit of, in the funds provided for making the
interest payment to which this coupon relates.

Date (Signed)

Form of Amortisation Coupon attached to Ordinary Guarantee Bond.

LOAN OF THE GOVERNMENT OF
guaranteed in virtue of the Convention for Financial Assistance made at
on
Issue of (state particulars of issue)

COUPON for the sum payable by the Government of as an ordinary
guarantor in respect of the amortisation payment due on the (date of
amortisation payment)

On presentation of this coupon on or after the twentieth day preceding the
(date of amortisation payment) at (place
for presentation) by or on behalf of the Trustees provided for in the
above-named Convention, the Government of (name of guarantor
Government) will pay to the bearer, or as otherwise directed
by the Trustees, in (insert currency of loan issue)
the sum, not exceeding (amount of the Government's maximum
liability as an ordinary guarantor), which is certified below to have
become payable on this coupon.

(Signed)

Certificate of Trustees.

We certify that the sum of has become payable on this coupon
to make good a deficit of in the funds provided for making the
amortisation payment to which this coupon relates.

Date (Signed)

Annex II.

Form of Special Guarantee Bond.

LOAN OF THE GOVERNMENT OF
guaranteed in virtue of the Convention for Financial Assistance made at
on
Issue of (state particulars of issue)

SPECIAL GUARANTEE BOND OF THE GOVERNMENT OF

WHEREAS, subject to the provisions of the above-named Convention for Financial Assistance, the Government of (name of guarantor Government) is a special guarantor of loans authorised and contracted in accordance therewith;

AND WHEREAS the Trustees provided for in the said Convention have certified to the said Government that the Government of (name of borrowing Government) has concluded a contract, which has been duly approved and certified as required by the said Convention, for the issue of (state particulars of issue) being part (the whole) of a loan authorised by the Council of the League of Nations in virtue of the said Convention and enjoying the special guarantee of the Government of (name of guarantor Government)

AND WHEREAS the aforementioned Trustees have certified to the Government of (name of guarantor Government) that (a) the total amount of each payment due in respect of the issue provided for by the aforementioned contract, and (b) the maximum sum for which the Government of (name of guarantor Government) may be liable as an ordinary guarantor in respect of each such payment, and (c) the maximum sum for which the said Government may be liable as a special guarantor in respect of each such payment, are respectively the sums set out in columns A, B and C of Parts I and II of the Schedule reproduced below:

NOW THEREFORE the Government of (name of guarantor Government) hereby acknowledges that it has guaranteed each of the said payments to the extent of its liability as a special guarantor as stated in the said Schedule; and on presentation, by or on behalf of the aforementioned Trustees, of any of the coupons attached to the present Bond at (state place for presentation) in accordance with the provisions of the Convention, it will forthwith pay to the bearer or as the Trustees may direct, in (insert currency in which the issue is made), the sum, not exceeding the maximum payable thereon, which is certified by the Trustees to be due on the coupon to make good a deficit in the funds provided for making the payment to which the coupon relates.

Schedule of Interest and Amortisation Payments and of the corresponding maximum liabilities resulting from the special guarantee of the Government of

Part I. — Interest Payments.

	A	B	C
Date at which interest payment is due.	Total amount of payment.	Maximum liability of the Government of as an ordinary guarantor.	Maximum liability of the Government of as a special guarantor (i.e., liability as an ordinary guarantor, plus additional sum simultaneously guaranteed.)
.....

Part II. — Amortisation Payments.

	A	B	C
Date at which amortisation payment is due.	Total amount of payment.	Maximum liability of the Government of as an ordinary guarantor.	Maximum liability of the Government of as a special guarantor (i.e., liability as an ordinary guarantor, plus additional sum simultaneously guaranteed).
.....

Date (Signed)

Form of Interest Coupon attached to Special Guarantee Bond.

LOAN OF THE GOVERNMENT OF guaranteed in virtue of the Convention for Financial Assistance made at on Issue of (state particulars of issue)

CUPON for the sum payable by the Government of as a special guarantor in respect of the instalment of interest due on the (date of interest payment)

On presentation of this coupon on or after the twentieth day preceding the (date when interest instalment is due) at (place for presentation) by or on behalf of the Trustees provided for in the above-named Convention, the Government of (name of guarantor Government) will pay to the bearer, or as otherwise directed by the Trustees, in (insert currency of loan issue) the sum, not exceeding (amount of the Government's maximum liability as a special guarantor), which is certified below to have become payable on this coupon.

(Signed)

Certificate of Trustees.

We certify that the sum of of which is due from the Government of (name of guarantor Government) as an ordinary guarantor, and the balance, i.e., constitutes the additional sum simultaneously guaranteed, has become payable on this coupon to make good a deficit of in the funds provided for making the interest payment to which this coupon relates.

Date (Signed)

Form of Amortisation Coupon attached to Special Guarantee Bond.

LOAN OF THE GOVERNMENT OF
guaranteed in virtue of the Convention for Financial Assistance made at
on

Issue of (state particulars of issue)

COUPON for the sum payable by the Government of as a special
guarantor in respect of the amortisation payment due on the (date of
amortisation payment)

On presentation of this coupon on or after the twentieth day preceding the
(date of amortisation payment) at (place
of presentation) by or on behalf of the Trustees provided for in the
above-named Convention, the Government of (name of guarantor
Government) will pay to the bearer, or as otherwise directed
by the Trustees, in (insert currency of loan issue)
the sum, not exceeding (amount of the Government's maximum
liability as a special guarantor), which is certified below to have
become payable on this coupon.

(Signed)

Certificate of Trustees.

We certify that the sum of of which
is due from the Government of (name of guarantor Government)
..... as an ordinary guarantor, and the balance, *i.e.*,
constitutes the additional sum simultaneously guaranteed, has become payable on this coupon
to make good a deficit of in the funds provided for making the amorti-
sation payment to which this coupon relates.

Date (Signed)

Geneva, September 26th, 1930.

LEAGUE OF NATIONS

**GENERAL CONVENTION TO STRENGTHEN THE MEANS
OF PREVENTING WAR.**

REPORT OF THE THIRD COMMITTEE TO THE ASSEMBLY.

Rapporteur : M. LANGE (Norway).

In its resolution of September 24th, 1929, the Assembly invited the Council to request the Committee on Arbitration and Security to consider whether it would be possible to prepare a draft General Convention on the lines of the model treaty to strengthen the means of preventing war. At its fourth session, held at Geneva from April 28th to May 9th, 1930, the Committee on Arbitration and Security dealt with this question at considerable length.

It appeared from the discussions which took place in the Committee that the transformation of the model treaty into a General Convention raised a certain number of problems of great importance and of an extremely delicate nature. As regards some of these problems, the Committee succeeded in reconciling the various points of view ; but, in the case of others, and in particular the problem of the more or less compulsory character of the military measures recommended by the Council and that of supervision and sanctions, it was unable to make unanimous proposals. It has, therefore, only prepared a preliminary draft Convention, in which Articles 2, 3 and 3bis are given in two different columns representing the two main tendencies. When this matter was brought before it, the Third Committee entered upon a general exchange of views. After this discussion, it instructed a special Committee to consider the various viewpoints that had been expressed, and to endeavour to bring to light certain common features.

This special Committee discussed the principles of the preliminary draft exhaustively and in a most conciliatory spirit.

In accordance with the special Committee's proposals, the Third Committee reached the following conclusions :

(1) The Committee is of opinion that, in principle, it would be advantageous to transform the model treaty into a General Convention to strengthen the means of preventing war.

(2) The Committee was unanimous in regard to the provisions given in Article 1 of the preliminary draft concerning the conservatory measures of a non-military nature which the Council may recommend the contracting parties to take.

(3) With regard to Article 2 of the preliminary draft, the Committee considered that this article might embody provisions to ensure the integral application of Article 11 of the Covenant, with a view to the prevention of war by making binding on all contracting parties the Council's recommendations for the avoidance of direct contact between the opposing forces, and for the avoidance of incidents at a time when relations between the States concerned in any dispute have become so strained that, in the opinion of the Council, there is a threat of war.

(4) The Committee likewise considered that the Convention should provide for a supervision of the measures which, in the cases mentioned in Article 2, would be decreed by the Council (Article 3 of the preliminary draft).

(5) Lastly, in view of the fact that the scheme was limited to the prevention of war, as mentioned in Article 11 of the Covenant, the Committee felt that it should be understood that the question of the methods of applying Article 16 of the Covenant would remain intact, and that, on the other hand, the proposed Convention would result in facilitating such application.

The Committee came to the conclusion that the formulation of the above-mentioned principles in a clearly defined text would call for further prolonged and exhaustive study, for a number of delicate questions of a technical nature would have to be solved.

Under these circumstances, the Committee proposes that the Assembly should request the Council to form a special Committee to re-consider this question in the light of the principles adopted by the Committee, and to submit its report to the Council for discussion at the next session of the Assembly.

The Committee therefore requests the Assembly to adopt the following resolution :

“ The Assembly :

“ Having considered the preliminary draft General Convention to Strengthen the Means of Preventing War, drawn up by the Committee on Arbitration and Security during its fourth session, held at Geneva in April and May 1930 ;

“ Being aware that the study of the question so far has shown that the transformation of the ‘ model treaty ’ into a General Convention raises numerous and delicate problems;

“ Recognising, however, the degree of progress already made in reconciling the different points of view in regard to the preparation of the text of a ‘ General Convention ’:

“ Decides that the study of this question should be continued, and consequently requests the Council to appoint a special Committee to draw up a report in sufficient time for submission to the twelfth ordinary session of the Assembly.”

Geneva, September 26th, 1930.

LEAGUE OF NATIONS

**COMMUNICATIONS OF IMPORTANCE TO THE LEAGUE OF
NATIONS AT TIMES OF EMERGENCY.**

**Facilities to be granted to Aircraft
and Motor Transport.**

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REPORT OF THE THIRD COMMITTEE TO THE ASSEMBLY.

Rapporteur : M. LANGE (Norway).

I. AIRCRAFT.

At its tenth session the Assembly adopted the following resolution :

“ The Assembly has noted the work undertaken by the International Air Navigation Commission with regard to the juridical status of aircraft utilised to ensure air communications of importance to the working of the League of Nations, and the facilities to be granted to these aircraft.

“ It trusts that this work will be completed as soon as possible, in order that the results may be submitted for the examination of Governments.

“ The Assembly accordingly requests the Council, as soon as the work of the International Air Navigation Commission is finished, to have a study made, possibly by the Committee on Arbitration and Security, of the requisite measures to ensure that aircraft engaged in transport of importance to the working of the League of Nations may be free in times of emergency to fly in such a way and over such territory as may be necessary for the carrying out of their mission, the Secretariat and the Governments having come to an agreement beforehand as to the rules to be observed and the normal routes to be followed, and as to any departures therefrom.”

The Third Committee has taken note of the proposals put forward by the Committee on Arbitration and Security. The latter had at its disposal the results of the work of the International Air Navigation Commission and the observations and suggestions of the Advisory and Technical Committee for Communications and Transit.

The Committee on Arbitration and Security agreed with the Advisory and Technical Committee for Communications and Transit in thinking that the measures to be considered for facilitating air communications of importance to the working of the League of Nations at times of emergency should be embodied in an Assembly resolution which would allow of the necessary negotiations being immediately begun between the Secretary-General and the Governments. The Third Committee supports this view. It is, moreover, clear that the adoption by the Assembly of a resolution on this subject does not affect the possibility of States subsequently undertaking a codification of the provisions adopted to facilitate air transport of importance to the League of Nations by inserting such stipulations as they may think useful in international Conventions dealing with questions of air transport. On the contrary, the Third Committee thinks that it would be advantageous if this codification could be pushed forward as rapidly as possible.

The draft resolution which the Third Committee submits to the Assembly for adoption aims, in the first place, at providing the measures necessary to assure aircraft carrying out transport duties of importance to the working of the League all the facilities necessary for the discharge of their mission ; and, in the second place, to provide full guarantees to States as regards their national security. Such guarantees in respect of national security are specially formulated in paragraphs 2 and 9 of the draft resolution. Paragraph 2 stipulates that the rules and routes to be normally followed by aircraft and the procedure contemplated for notifying the Secretary-General without delay of any changes in such rules and routes shall be fixed in advance. These rules may stipulate, in particular, the conditions under which a State will be able to insist on an aircraft landing for purposes of supervision ; and

the terms of paragraph 3 dealing with facilities in regard to supervision do not affect this right of States. In addition, paragraph 9 lays down that each State retains the right to prohibit the whole or part of its territory being crossed by aircraft registered in another State or manned by a crew of foreign nationality when such prohibition appears necessary for reasons of national safety. It also indicates the measures which in this case should be taken by the State in question to ensure the transfer of the passengers and the continuation of the air transport. All the measures, and particularly those in paragraph 1, in accordance with which the aircraft used for air communications of importance to the working of the League shall at no time be subject to any exceptional and temporary restrictions which may be imposed on air navigation, should be understood subject to the provisions contained in paragraphs 2 and 9 mentioned above. The Swiss delegation proposed that this reservation should be explicitly inserted in paragraph 1. The Committee thought it preferable to draw general attention to it in this report, since paragraph 1 is not the only paragraph to which it is applicable. Finally, it may be pointed out that, by paragraph 7 of the draft resolution, the Secretary-General of the League is bound to give the States flown over due notice by suitable means of the identification marks of the aircraft, of the route to be taken, and of the composition of the crew.

Paragraph 4 of the draft resolution defines the aircraft which should be considered as used for air communications of importance to the working of the League of Nations. These aircraft are such as are used for conveying League correspondence, agents of the League, or persons entrusted by the League with a special mission, official representatives, etc. It is clear that persons entrusted by the League with a special mission should include the members of the various advisory committees of the League, irrespective of the authority by whom they were appointed.

The Swiss delegation proposed to omit from paragraph 6 the words " and not registered in any State ", since the aim of this proposal was not to prejudge in any way questions relating to the registration of aircraft assigned exclusively to the service of the League of Nations. The Committee preferred to retain the text adopted by the Committee on Arbitration and Security, holding that, in view of paragraph 11, it in no way prejudices any measures which might be taken in respect of such aircraft.

In conformity with paragraph 10, the measures prescribed in the draft resolution will be defined during negotiations between the Secretary-General and the Governments concerned. The object of those negotiations will be the application of the rules laid down in the draft resolution, and there is no doubt that the Members of the League, who are under obligation to facilitate the working of the League by all means in their power, will consider themselves bound by this obligation to grant such facilities as the Assembly may deem indispensable to the means of air transport necessary for the working of the League at times of emergency.

II. MOTOR TRANSPORT.

The Third Committee also considered the results of the work of the Advisory and Technical Committee for Communications and Transit on the similar question of motor transport. It submits a draft resolution to the Assembly on this subject, also, the general arrangement of this draft being adapted to that of the draft resolution on the facilities to be granted to aircraft.

The observations made in the first chapter of the present report on the subject of aircraft thus also apply, *mutatis mutandis*, to motor transport.

The draft resolution concerning motor transport provides that the Secretary-General of the League shall inform by telegram the Government of the country to be traversed of the place where the frontier is to be crossed by a motor vehicle and the place of destination. Naturally, if, in the course of the negotiations provided for between the Secretary-General and the Governments, certain Governments should agree that these communications should be made to them either by the Secretary-General or by the Government of the country from which the car starts, the text should not be interpreted as opposing such an arrangement, which would be more elastic than that laid down in the draft resolution.

Draft Resolution concerning the Regime applicable to Aircraft.

" The Assembly :

" Recalling that the Members of the League of Nations are under the obligation to facilitate by all means in their power the working of the League ;

" Considering that the use of air transport may be necessary in times of emergency to enable the League to take rapid action to safeguard the peace ;

" Adopts the following resolution :

" 1. It is necessary that the Members of the League, in order to discharge this obligation, should grant to aircraft used for air communications of importance for the working of the League all facilities for navigation and passage involved in the discharge of their missions. Such aircraft should enjoy all the rights granted by the most favourable conventional regime to Government aircraft other than military, Customs or police aircraft, and should at no time be subject to any exceptional and temporary restrictions that might be imposed on air navigation.

“ 2. The conditions on which the various Governments will grant the facilities mentioned in the previous paragraph shall be laid down in advance by each of the Governments concerned after consulting the Secretary-General of the League. In particular, the rules and routes to be normally followed by aircraft and the procedure contemplated for notifying the Secretary-General without delay of any changes in such rules and routes should be fixed in advance.

“ 3. Aircraft used for communications of importance to the working of the League shall enjoy all facilities in regard both to supervision and to the routes to be followed.

“ 4. Aircraft used for communication of importance to the working of the League within the meaning of the present resolution are aircraft permanently or temporarily engaged in conveying agents of the League or persons entrusted by the League with a special mission, or League correspondence, or official representatives of States Members of the League, or delegations to the Council, to the Assemblies and Conferences of the League, and the correspondence of such representatives or delegations.

“ 5. The Secretary-General shall keep a list of the aircraft referred to in the foregoing article ; he shall communicate this list to all the States Members of the League of Nations, with any modifications which may occur in this list.

“ In urgent cases, these communications would be telegraphed to the States concerned.

“ 6. All detailed regulations regarding conditions of registration, communication of entries and cancellation of entries, identification marks on aircraft showing that they are on the service of the League, certificates and licences for the crew and other documents generally laid down by international Conventions shall be laid down by the Council of the League of Nations after consulting the competent bodies, it being understood that the certificates of airworthiness and of competency and licences for the personnel on board and other documents generally prescribed shall be issued or rendered valid by a State in accordance with its law. The same shall apply, in cases in which the Council recognises this to be necessary, in regard to all provisions relating to aircraft assigned to the exclusive service of the League and not registered in any State.

“ 7. Should aircraft used for communications of importance to the working of the League be required to fly over a State, the Secretary-General of the League will give that State due notice by suitable means of the identification marks of the aircraft, of the route to be taken and of the composition of the crew, and, whenever possible, will communicate in advance the names of the person on board — the crew and the passengers to be provided with documents certifying their status and mission.

“ 8. In the event of the aircraft mentioned above being in difficulties, the States whose territory is crossed will assist the crew and persons on board, if possible, to complete the journey by air, and, in any case, to carry out their mission as quickly as possible.

“ 9. Each State shall retain the right to prohibit the whole or part of its territory being crossed by aircraft registered in another State or manned by a crew of foreign nationality, when such prohibition appears necessary for reasons of national safety. In such case, the State in question should do everything to ensure the transfer of the passengers as quickly as possible to an aerodrome or frontier point and the continuation of air transport under conditions to be determined by the negotiations referred to below.

“ 10. With a view to the application of the foregoing provisions, the Secretary-General of the League of Nations will immediately undertake the negotiations which may be necessary with the Governments of the States Members of the League, and will report to the next Assembly on the steps taken to ensure the execution of this resolution.

“ 11. The present resolution should not be regarded as in any way prejudging the question of the advisability of the League of Nations having aircraft of its own at its disposal.”

Draft Resolution concerning the Regime of Motor Transport.

“ The Assembly :

“ Recalling that the Members of the League of Nations are under an obligation to facilitate by all the means in their power the working of the League ;

“ Adopts the following resolution :

“ 1. It is necessary that Members of the League, in order to discharge the above-mentioned obligation, should afford all facilities for the circulation of motor vehicles effecting transport of importance to the working of the League of Nations in times of emergency by placing at their disposal, as far as possible, an official representative of the country, with powers to facilitate the journey, the final choice of the route to lie with authorities of the country traversed.

“ 2. Motor vehicles effecting transport of importance to the working of the League of Nations are motor vehicles used to convey agents of the League or persons entrusted by the League with a special mission, or League correspondence, or official representatives of States Members of the League, or delegations to the Council, Assemblies and Conferences of the League, and the correspondence of such representatives or delegations.

“ 3. The motor vehicles defined above shall bear a distinctive identification mark, either a plate marked ‘S.D.N.’ or a flag. The driver and the persons conveyed must be in possession of official documents indicating their status and mission and signed by or on behalf of the Secretary-General of the League, or by or on behalf of the Minister for Foreign Affairs of the country sending the mission. The driver shall also be provided with a document furnished by the authorities of the country from which the vehicle starts, indicating the destination of the vehicle and the proposed route.

“ 4. The Secretary-General of the League shall inform by telegram the Government of the country to be traversed of the place where the frontier is to be crossed and the place of destination, and will endeavour to indicate the time when the frontier will be crossed and the names of the driver and persons conveyed.

“ 5. Should the motor vehicle find difficulty in continuing its journey as the result of an accident or an incident on the road, or should the journey by car be begun after the persons concerned have entered the country by some other means of transport, the Governments must endeavour to place at the disposal of the missions a suitable vehicle and the necessary drivers, this vehicle to be regarded, from the time it is placed at the disposal of such a mission, as effecting transport of importance to the League of Nations.

“ 6. The above-mentioned vehicles must be provided with the regular road-traffic documents. Governments shall, nevertheless, be requested to allow them free passage even in the absence of Customs documents.

“ 7. With a view to the application of the foregoing provisions, the Secretary-General of the League of Nations shall immediately undertake the negotiations which may be necessary with the Governments of the States Members of the League, and shall report to the next Assembly on the steps taken to ensure the execution of the present resolution.”

Genève, le 15 octobre 1930.

SOCIÉTÉ DES NATIONS

CONVENTION

POUR L'ASSISTANCE FINANCIÈRE

Genève, le 2 octobre 1930.

LEAGUE OF NATIONS

CONVENTION

ON FINANCIAL ASSISTANCE

Geneva, October 2nd, 1930.

CONVENTION POUR L'ASSISTANCE FINANCIÈRE

[Chefs d'Etat.]

Reconnaissant l'importance que présente pour la sauvegarde ou, le cas échéant, pour le rétablissement de la paix entre nations la création d'un système d'assistance financière par voie de garanties d'emprunts qui seraient accordées en cas de différend international susceptible d'entraîner une rupture, ou en cas de guerre,

Considérant que le meilleur moyen d'organiser cette assistance est de conclure une convention internationale,

Ont nommé, à cet effet, pour leurs plénipotentiaires:

[Suivent les noms des plénipotentiaires.]

Lesquels, après s'être communiqué leurs pleins pouvoirs reconnus en bonne et due forme, sont convenus des dispositions suivantes:

CAS DANS LESQUELS L'ASSISTANCE FINANCIÈRE EST ACCORDÉE.

Article 1.

1. Si, malgré les efforts que le Conseil de la Société des Nations aura pu faire pour le maintien ou le rétablissement des relations pacifiques, un Etat, en violation de ses obligations internationales, recourt à la guerre contre une Haute Partie contractante, celle-ci recevra à sa demande l'assistance financière prévue dans la présente Convention, à moins que le Conseil n'en décide autrement.

2. La Haute Partie contractante à laquelle est accordée l'assistance financière s'engage, en ce qui la concerne, à soumettre le différend à un règlement judiciaire ou arbitral, ou à toute autre procédure pacifique que le Conseil jugera appropriée.

CONVENTION ON FINANCIAL ASSISTANCE

[Heads of States.]

Recognising the importance, as a means of safeguarding or, if necessary, restoring peace between nations, of creating a system of financial assistance in the form of guarantees for loans to be given in the event of international disputes likely to lead to a rupture or in case of war;

Considering that such a system of assistance can best be organised by the conclusion of an international convention;

Have appointed as their plenipotentiaries for this purpose:

[Here follow the names of the Plenipotentiaries.]

Who, having communicated their full powers found in good and due form, have agreed as follows:

CASES IN WHICH FINANCIAL ASSISTANCE IS GRANTED.

Article I.

1. If, despite the efforts which the Council of the League of Nations has found it possible to make for the maintenance or the re-establishment of peaceful relations, a State, in violation of its international obligations, resorts to war against a High Contracting Party, the latter shall at his request receive the financial assistance provided for in the present Convention, unless the Council decides otherwise.

2. The High Contracting Party to whom financial assistance is granted undertakes, for his part, to submit the dispute to judicial or arbitral settlement, or to any other pacific procedure which the Council may deem suitable.

Article 2.

1. Si le Conseil, dans l'exécution des devoirs qui lui incombent aux termes du Pacte, et agissant dans la limite des droits qu'il tient soit du Pacte soit de conventions générales ou particulières applicables en l'espèce, a, dans un différend international susceptible d'entraîner une rupture, pris des mesures propres à sauvegarder la paix, y compris le recours à la médiation ou à toute autre mesure pacificatrice, et, si l'une des parties refuse ou néglige de se conformer à ces mesures, le Conseil pourra, à la demande de la partie adverse, partie à la présente Convention, lui accorder l'assistance financière, s'il estime que la paix ne peut être sauvegardée autrement.

2. La Haute Partie contractante à laquelle est accordée l'assistance financière s'engage, en ce qui la concerne, à soumettre le différend à un règlement judiciaire ou arbitral ou à toute autre procédure pacifique que le Conseil jugera appropriée et à se conformer aux mesures provisoires qui pourraient être recommandées par le Conseil en vue de sauvegarder la paix.

Article 3.

L'assistance financière des Hautes Parties contractantes revêtira la forme de garanties ordinaires et de garanties spéciales, s'étendant, comme il est prévu ci-après, au service des emprunts (expression comprenant les crédits à court terme) contractés conformément à la présente Convention.

Article 4.

Pour les fins visées par la présente Convention, le service d'un emprunt comprend les sommes payables chaque année pour l'intérêt et l'amortissement, conformément aux conditions des contrats de l'emprunt.

Article 5.

Aucun emprunt contracté en vertu de la présente Convention ne pourra être conclu pour une période supérieure à trente ans. Pour que les gouvernements participant à la garantie ordinaire et à la garantie spéciale puissent être plus facilement déchargés, aussitôt que les circonstances le permettent, des obligations consécutives à l'emprunt, tout gouvernement contractant un emprunt en vertu de la présente Convention se réservera, si cela est possible, le droit de le rembourser par anticipation.

GARANTIES ORDINAIRES.

Article 6.

Chacune des Hautes Parties contractantes convient et reconnaît que les gouvernements au nom desquels elle devient Partie à la présente Convention garantissent, chacun pour sa part, à titre de garants ordinaires dans la mesure et de la manière définies dans les articles ci-après, le versement régulier du service annuel des emprunts contractés. En vertu de la présente Convention, les garanties ordinaires susmentionnées entrent en vigueur, pour chaque emprunt, à partir de la date à laquelle l'emprunt a été autorisé, sans autre intervention ou consentement du gouvernement garant.

Article 7.

1. a) Sous réserve des dispositions de l'article 19 concernant le versement d'intérêts en cas de manquement, l'obligation annuelle qui peut incomber à un gouvernement quelconque en sa qualité de garant ordinaire, pour tous les emprunts contractés conformément à la présente Convention, est limitée à un maximum. Ce maximum présentera, relativement à 100 millions de francs-or, la même proportion que présente la contribution aux dépenses de la Société des Nations payable par ce gouvernement d'après le barème de répartition applicable au 1^{er} janvier 1930, relativement au total des contributions dues par tous les Membres de la Société des Nations.

b) Dans le cas d'un gouvernement qui n'était pas tenu de contribuer aux dépenses de la Société des Nations d'après le barème mentionné à l'alinéa précédent, il sera fait application pour ce gouvernement du barème de répartition en vigueur à la date à laquelle ledit gouvernement aura été lié par les obligations de la présente Convention.

2. Le Conseil notifiera aussitôt que possible aux divers gouvernements le chiffre maximum des obligations annuelles qui leur incombent aux termes des dispositions du paragraphe premier.

GARANTIES SPÉCIALES.

Article 8.

Sous réserve des dispositions de l'article 11, une Haute Partie contractante peut accepter les obligations de garant spécial au nom du gouvernement de l'un quelconque de ses territoires. Ce gouvernement devient de ce fait un garant spécial et la garantie qu'il accorde aux emprunts à contracter en vertu de la présente Convention est une garantie spéciale au sens de la présente Convention, sans autre intervention ou consentement dudit gouvernement.

Article 2.

1. If the Council, in the performance of its duties under the Covenant, and acting within the limit of its rights under the Covenant or under general or special conventions applicable in the circumstances shall, in any international dispute likely to lead to a rupture, have taken steps to safeguard peace, including resort to mediation or any other means of peaceful settlement, and if one of the parties shall refuse or neglect to conform to such steps, the Council may, at the request of the other party, if the latter is a party to the present Convention, grant financial assistance to the last-named party, provided it considers that peace cannot be safeguarded otherwise.

2. The High Contracting Party to whom financial assistance is granted undertakes, for his part, to submit the dispute to judicial or arbitral settlement or to any other pacific procedure which the Council may deem suitable and to conform to any provisional measures that may be recommended by the Council with a view to safeguarding peace.

Article 3.

The financial assistance of the High Contracting Parties shall take the form of ordinary guarantees and special guarantees covering, as hereafter provided, the service of loans (which term shall include short-term credits) contracted in accordance with the present Convention.

Article 4.

For the purpose of the present Convention, the service of a loan comprises the sums payable in each year for interest and amortisation, under the terms of the loan contracts.

Article 5.

No loan contracted under the present Convention shall be for a period exceeding thirty years. In order to facilitate, so soon as circumstances permit, the discharge of the ordinary guarantor and special guarantor Governments from their obligations in regard to the loan, a Government contracting a loan under this Convention shall, if possible, reserve the right to repay it before the end of its full period of maturity.

ORDINARY GUARANTEES.

Article 6.

Each High Contracting Party undertakes and recognises that the Governments for which he becomes a party to the present Convention severally guarantee as ordinary guarantors, to the extent and in the manner set out in the following articles, the due payment of the annual service of the loans which are contracted. The said ordinary guarantees attach to each loan in virtue of the present Convention from the moment at which the loan is authorised, without any further action or consent on the part of the guarantor Government.

Article 7.

1. (a) Subject to the provisions of Article 19 regarding payment of interest in the event of default, the annual liability which can fall to the charge of any Government in the capacity of an ordinary guarantor, in respect of all the loans contracted in accordance with the present Convention, is limited to a maximum. This maximum shall be a sum bearing the same proportion to 100 million gold francs as the contribution to the League's expenses payable by the Government, under the scale of allocation applicable on January 1st, 1930, bears to the total contributions due from all the Members of the League.

(b) In the case of a Government which was not liable to contribute to the League's expenses under the scale mentioned in the preceding paragraph, the scale of allocation in force on the date on which it became bound by the obligations of the present Convention shall be applied to it.

2. The Council shall, as soon as possible, notify to the various Governments the maximum annual liabilities which result for them from the provisions of paragraph 1.

SPECIAL GUARANTEES.

Article 8.

Subject to the provisions of Article 11, a High Contracting Party may accept the obligations of a special guarantor in respect of the Government of any of his territories. Such Government is thereby constituted a special guarantor, and the guarantee which it accords to loans to be contracted in accordance with the present Convention shall be a special guarantee within the meaning of the present Convention, without any further action or consent on the part of the Government.

Article 9.

Les garanties spéciales sont destinées à renforcer la garantie sur la base de laquelle est émis un emprunt contracté conformément à la présente Convention, en assurant que le service de cet emprunt sera intégralement garanti, non seulement par tous les gouvernements garants en leur qualité de garants ordinaires, mais aussi par un nombre restreint de gouvernements qui, à titre de garants spéciaux, supporteront, dans les limites de leurs garanties spéciales, les risques de retard dans le paiement des sommes dues de la part de l'un quelconque des autres gouvernements en leur qualité de garants ordinaires. En conséquence, le montant couvert par chaque garantie spéciale comprend le montant de l'obligation du gouvernement à titre de garant ordinaire augmenté d'une somme additionnelle, et il est déterminé, ainsi qu'il est prévu ci-après, de manière que le total des sommes additionnelles ainsi garanties par les gouvernements participant à la garantie spéciale soit égal au montant total garanti par les gouvernements qui ne sont que des garants ordinaires. En cas de manquement du gouvernement emprunteur dans le service de l'emprunt, le montant total couvert par une garantie spéciale est intégralement payable, mais la somme versée par un gouvernement qui a la qualité de garant spécial en excédent de l'engagement de ce gouvernement à titre de garant ordinaire est remboursable, lorsque le service a été assuré, sur le reliquat des sommes versées par les gouvernements garants.

Article 10.

1. Sous réserve des dispositions de l'article 19 concernant le versement d'intérêts en cas de manquement, l'obligation annuelle qui peut incomber à un gouvernement quelconque, en sa qualité de garant spécial, pour tous les emprunts contractés conformément à la présente Convention, est limitée à un maximum qui comprend l'obligation du gouvernement en sa qualité de garant ordinaire et le montant additionnel couvert par sa garantie spéciale. Ce maximum sera déterminé en répartissant le total des obligations maxima de tous les gouvernements, en leur qualité de garants ordinaires, entre les gouvernements participant à la garantie spéciale, proportionnellement à leurs obligations maxima respectives en leur qualité de garants ordinaires.

2. Les maxima ainsi établis pour les obligations des gouvernements participant à la garantie spéciale leur seront notifiés par le Conseil de la Société des Nations aussitôt que possible. Ils feront l'objet d'une révision de la part du Conseil, dans le cas d'un changement quelconque survenant dans le nombre des gouvernements qui sont garants ordinaires ou de ceux qui sont garants spéciaux, aussitôt que possible après ce changement.

Article 11.

1. Pourront participer à la garantie spéciale, en vertu de la présente Convention :

a) Les gouvernements des Etats membres permanents du Conseil de la Société des Nations;

b) Les gouvernements d'autres Membres de la Société des Nations, invités à l'unanimité à participer à la garantie spéciale par les gouvernements qui participent eux-mêmes à cette garantie spéciale. Cette invitation pourra être faite, soit avant, soit après l'entrée en vigueur de la Convention.

2. L'acceptation des obligations qui incombent à un garant spécial peut être signifiée au moment de la signature, de la ratification ou de l'adhésion à la Convention, ou encore ultérieurement, par voie de déclaration écrite déposée auprès du Secrétaire général de la Société des Nations, qui avisera de cette acceptation tous les autres Membres de la Société des Nations.

Article 12.

Le Secrétaire général de la Société des Nations fera tenir aux commissaires fiduciaires prévus à l'article 13 une copie certifiée conforme de chaque notification adressée à un gouvernement concernant le maximum de l'obligation incombant à ce gouvernement en exécution de l'article 7 ou de l'article 10.

COMMISSAIRES FIDUCIAIRES.

Article 13.

1. Lors de l'entrée en vigueur de la présente Convention, le Conseil de la Société des Nations nommera cinq personnes pour remplir les fonctions de commissaire fiduciaire des emprunts contractés conformément à la présente Convention. Ces commissaires fiduciaires seront des ressortissants de la Confédération helvétique résidant habituellement en Suisse.

2. a) Les commissaires fiduciaires seront nommés pour des périodes de cinq années. Leur mandat, lorsqu'il arrivera à expiration, pourra être renouvelé pour une durée égale ou inférieure. Un commissaire fiduciaire pourra, à tout moment, donner sa démission, moyennant un préavis de trois mois notifié par écrit au Conseil de la Société des Nations.

b) Le Conseil de la Société des Nations pourra, à tout moment, mettre fin au mandat d'un commissaire fiduciaire.

c) Dans le cas où, pour un motif quelconque, un poste de commissaire fiduciaire deviendrait vacant, le Conseil de la Société des Nations procédera sans délai à la nomination d'un autre commissaire fiduciaire. Le président en exercice du Conseil peut, s'il le juge nécessaire, désigner une personne pour remplir ces fonctions jusqu'à ce que le poste soit pourvu par le Conseil.

Article 9.

The special guarantees are created for the purpose of strengthening the security on which a loan contracted in accordance with the present Convention is issued, by ensuring that the service of such loan shall be guaranteed for its full amount, not merely by all the guaranteeing Governments as ordinary guarantors, but also by a small number of Governments which, as special guarantors, will bear, within the limits of their special guarantees, the risk of any delay in the payment of the amounts due from any of the other Governments as ordinary guarantors. The amount covered by each special guarantee accordingly includes the amount of the Government's liability as an ordinary guarantor together with an additional amount, and it is determined, as provided below, in such manner that the total of the additional amounts thus guaranteed by the special guarantor Governments will equal the total amount guaranteed by the Governments which are ordinary guarantors only. In the event of a default by the borrowing Government on the service of the loan, the total amount covered by a special guarantee is payable in full; but the sum paid by a special guarantor Government in excess of its liability as an ordinary guarantor is reimbursable, after the service has been met, out of the balance of the amounts collected from the guaranteeing Governments.

Article 10.

1. Subject to the provisions of Article 19 regarding the payment of interest in the event of default, the annual liability which may fall to the charge of any special guarantor Government in respect of all the loans contracted in accordance with the present Convention is limited to a maximum which includes the Government's obligation as an ordinary guarantor and the additional amount covered by its special guarantee. This maximum shall be determined by dividing the sum total of the maximum obligations of all the Governments, as ordinary guarantors, among the special guarantor Governments in proportion to their respective maximum obligations as ordinary guarantors.

2. The said maximum liabilities of the special guarantor Governments shall be notified to them by the Council of the League of Nations as soon as possible. They shall be revised by the Council, in the event of any change in the number of Governments which are ordinary guarantors or of those which are special guarantors, as soon as possible after such change has occurred.

Article 11.

1. The following Governments may be special guarantors under the present Convention:

- (a) The Governments of permanent Members of the Council of the League of Nations;
- (b) The Governments of other Members of the League which are unanimously invited to become special guarantors by those Governments which themselves are special guarantors.

Such invitation may be given either before or after the entry into force of the Convention.

2. Acceptance of the obligations of a special guarantor may be intimated at the moment of signature or at that of ratification or at the moment of accession to the Convention, or subsequently by a declaration in writing deposited with the Secretary-General of the League of Nations, who shall notify such acceptance to all the other Members of the League.

Article 12.

The Secretary-General of the League of Nations shall send to the Trustees provided for in Article 13 a certified true copy of each notification of its maximum liability made to a Government in execution of Article 7 or Article 10.

TRUSTEES.

Article 13.

1. Upon the entry into force of the present Convention, the Council of the League of Nations shall appoint five persons to act as Trustees of loans contracted in accordance with the present Convention. The Trustees shall be nationals of the Swiss Confederation and habitually resident in Switzerland.

2. (a) The Trustees shall be appointed for periods of five years. At the end of their term of office, they may be re-appointed for the like or any less period. A Trustee may at any time resign on giving three months' previous notice in writing to the Council of the League of Nations.

(b) The Council of the League of Nations may at any time remove a Trustee.

(c) In the event of a vacancy occurring for any reason in the office of Trustee, the Council of the League of Nations shall without delay appoint another Trustee. If, in his opinion, it is necessary to do so, the Acting President of the Council may appoint a person to act until the vacancy is filled by the Council.

3. a) Les commissaires fiduciaires éliront parmi eux un président et un vice-président. Ils établiront leur règlement en conformité avec les dispositions de la présente Convention. Sauf dans le cas prévu au paragraphe premier de l'article 16, les réunions seront convoquées par le président, ou, à son défaut, par le vice-président.

b) Trois commissaires fiduciaires constitueront le quorum. Toutes les décisions pourront être prises à la majorité. En cas de partage égal des voix, le commissaire fiduciaire faisant fonction de président aura voix prépondérante.

c) Le Secrétaire général de la Société des Nations aura le droit d'assister à toutes les réunions des commissaires fiduciaires ou de s'y faire représenter.

d) Les frais encourus par les commissaires fiduciaires dans l'exercice de leurs fonctions, au sujet de tout emprunt, ainsi que les honoraires, afférents à l'exercice de ces fonctions, qui pourront être fixés par le Conseil de la Société des Nations, seront à la charge du gouvernement emprunteur.

e) Le Conseil de la Société des Nations pourra avancer aux commissaires fiduciaires les sommes visées au paragraphe d). Ces avances seront remboursées à la Société des Nations par le gouvernement emprunteur.

f) Aucun commissaire fiduciaire ne pourra encourir de responsabilité quelconque à titre personnel dans l'exécution de ses fonctions de commissaire fiduciaire, sauf au cas où il manquerait à ses devoirs sciemment et délibérément.

g) Les commissaires fiduciaires adresseront chaque année un rapport au Conseil de la Société des Nations concernant l'exécution de leur mandat de commissaires fiduciaires pour chaque emprunt contracté conformément à la présente Convention; ils auront le droit de signaler à tout moment au Conseil toutes les difficultés rencontrées par eux dans l'accomplissement de leurs fonctions.

AUTORISATION DES EMPRUNTS.

Article 14.

1. Lorsque le Conseil de la Société des Nations aura reconnu qu'en vertu des articles 1 ou 2 une Haute Partie contractante doit recevoir l'assistance financière prévue par la présente Convention, il autorisera le gouvernement de ladite Haute Partie contractante à émettre un emprunt jouissant des garanties ordinaires et des garanties spéciales résultant de la présente Convention. Le Conseil pourra exclure la garantie ordinaire ou la garantie spéciale d'un gouvernement quelconque, si, à son avis, il n'est pas désirable, dans l'intérêt du succès de l'emprunt, que cette garantie ordinaire ou cette garantie spéciale s'applique à l'emprunt en question.

2. a) Le montant maximum que pourra atteindre annuellement le service de l'emprunt sera déterminé par le Conseil. La somme ainsi fixée par le Conseil sera exprimée en francs-or, tels qu'ils sont définis à l'article 26. En vue de la détermination de la somme que pourra représenter le service de l'emprunt dans les monnaies en lesquelles l'emprunt sera effectivement contracté, la valeur de ces monnaies sera dans tous les cas censée être au moment de la signature des contrats de l'emprunt, celle de leur poids légal en or pur.

b) La somme annuelle fixée pour le service de l'emprunt, au cours d'une année quelconque, ne dépassera pas le montant qui peut être couvert par les garanties tant spéciales qu'ordinaires sans imposer à un gouvernement quelconque une responsabilité dépassant le maximum fixé par la présente Convention.

c) Le montant annuel pour lequel chaque gouvernement sera responsable à titre de garant ordinaire sera déterminé en répartissant les sommes nécessaires au service de l'emprunt entre tous les gouvernements garants, dans la proportion du maximum éventuel défini à l'article 7 de leurs obligations annuelles à titre de garants ordinaires, en vertu de la présente Convention. Le montant total couvert par chaque garantie spéciale sera déterminé en répartissant les sommes nécessaires audit service entre les gouvernements participant à la garantie spéciale, dans la proportion du maximum éventuel défini à l'article 10 de leurs obligations annuelles à titre de garants spéciaux. Toutefois, en vue de simplifier l'application des garanties spéciales, le Conseil pourra, avec l'assentiment des gouvernements participant à la garantie spéciale dont les obligations sont en jeu, modifier d'une légère fraction les pourcentages fixés pour lesdits gouvernements, dans la mesure où ces modifications seront nécessaires pour convertir ces pourcentages en nombres entiers commodes.

3. Aux fins des dispositions ci-dessus, il ne sera pas tenu compte des obligations au titre de l'intérêt qui pourraient résulter, en vertu de l'article 19, d'un manquement de la part d'un gouvernement dans l'exécution de ses obligations, soit en qualité de garant ordinaire, soit en qualité de garant spécial.

ÉMISSION DES EMPRUNTS AUTORISÉS.

Article 15.

1. Le Conseil exigera que les conditions et les clauses relatives à l'émission d'un emprunt contracté conformément à la présente Convention, c'est-à-dire, entre autres, le mode d'émission, les gages (s'il en est) sur la base desquels l'emprunt est émis, le prix d'émission, le taux d'intérêt, l'amortissement (y compris toutes les stipulations concernant le remboursement avant l'échéance), les frais d'émission, de négociation et de livraison, ainsi que la monnaie ou les monnaies dans lesquelles l'emprunt est émis, soient soumises, pour approbation, à lui-même ou à une personne

3. (a) The Trustees shall appoint from their number a Chairman and Deputy-Chairman and draw up their rules of procedure subject to the provisions of the present Convention. Except in the case mentioned in Article 16, paragraph 1, meetings shall be convened by the Chairman or, if he is unable to act, by the Deputy-Chairman.

(b) Three Trustees shall constitute a quorum. All decisions may be taken by a majority; in case of equality of votes, the presiding Trustee shall have a casting vote.

(c) The Secretary-General of the League of Nations shall be entitled to be present or be represented at all meetings of the Trustees.

(d) The expenses incurred by the Trustees in executing their functions in connection with any loan and such honoraria for the performance of those functions as may be fixed by the Council of the League of Nations shall be paid by the borrowing Government.

(e) The Council of the League of Nations may advance to the Trustees the amounts referred to in paragraph (d); any sum so advanced shall be repaid to the League by the borrowing Government.

(f) No Trustee shall incur any personal liability in the execution of his functions as Trustee, except for a breach of his duties knowingly and intentionally committed by him.

(g) The Trustees shall report annually to the Council of the League of Nations upon the execution of their functions as Trustees of each loan contracted in accordance with the present Convention; they shall be entitled at any time to bring to the attention of the Council any difficulties experienced by them in performing such functions.

AUTHORISATION OF LOANS.

Article 14.

1. Where the Council of the League of Nations recognises that, in virtue of Articles 1 or 2, a High Contracting Party should receive financial assistance under the present Convention, it shall authorise the Government of such High Contracting Party to issue a loan enjoying the ordinary guarantees and the special guarantees resulting from the present Convention. The Council may exclude the ordinary guarantee or special guarantee of any Government if, in its opinion it would not be desirable in the interest of the success of the loan that such ordinary guarantee or special guarantee should attach to the loan.

2. (a) The maximum sum to which the service of the loan may amount in each year shall be fixed by the Council. The sum fixed by the Council shall be expressed in gold francs as defined in Article 26, and, for the purpose of determining the sum to which the service may amount in the currencies in which the loan is actually contracted, the value of those currencies shall in all cases be assumed to be, at the moment of signature of the loan contracts, that of their legal weight in pure gold.

(b) The annual sum fixed for the service of the loan in any year shall not exceed the amount which can be covered by special as well as by ordinary guarantees without imposing on any Government a liability in excess of the maximum fixed by the present Convention.

(c) The amount for each year of each Government's liability as an ordinary guarantor shall be determined by dividing the service of the loan among all the guaranteeing Governments in the proportion of their maximum possible annual liabilities as ordinary guarantors under this Convention, as fixed by Article 7. The total amount covered by each special guarantee shall be determined by dividing the said service among the special guarantor Governments in the proportion of their maximum possible annual liabilities as special guarantors as fixed by Article 10. For the purpose, however, of simplifying the application of the special guarantees, the Council, with the consent of the special guarantor Governments whose liabilities are affected, may make minor fractional adjustments of the percentages attributable to the special guarantor Governments to the extent necessary to convert such percentages into convenient whole numbers.

3. For the purpose of the preceding provisions, no account shall be taken of the liability for interest which may result under the provisions of Article 19 from a default by a Government in meeting its obligations as an ordinary or as a special guarantor.

ISSUE OF AUTHORISED LOANS.

Article 15.

1. The Council shall require that the conditions and terms of issue of a loan contracted in accordance with the present Convention, that is to say, *inter alia*, the method of issue, the securities (if any) on which the loan is raised, the issue price, the rate of interest, the amortisation (including any stipulations as to repayment before maturity), the expenses of issue, negotiation and delivery, and the currency or currencies in which the loan is issued, shall be submitted for approval to it or to a person or persons appointed by it for the purpose. As provided in Article 14,

ou à des personnes nommées par lui à cet effet. Ainsi qu'il est prévu à l'article 14, paragraphe 2 a), la valeur des monnaies dans lesquelles l'emprunt est émis et dans lesquelles son service est exigible sera, dans chaque cas, en vue de la détermination du maximum auquel peut s'élever ledit service, censée être, au moment de la signature des contrats de l'emprunt celle de leur poids légal en or pur. L'arrangement conclu par le Conseil avec le gouvernement emprunteur intéressé figurera dans un protocole dûment accepté par ce dernier.

2. Le Conseil pourra fixer des conditions en ce qui concerne l'utilisation du produit de l'emprunt et le contrôle de cette utilisation. Ces conditions figureront au Protocole mentionné au paragraphe premier.

3. Dans le cas d'un emprunt émis en application de l'article 2 de la présente Convention, le Protocole prévu au paragraphe 1 ci-dessus devra contenir des dispositions permettant au Conseil de suspendre à tout moment le versement au Gouvernement emprunteur de toute partie non encore versée du produit de l'emprunt si le Conseil estime qu'une telle mesure est rendue nécessaire par l'attitude prise par ce Gouvernement après que l'assistance financière lui aura été accordée.

4. L'emprunt ne bénéficiera des garanties ordinaires et des garanties spéciales résultant de la Convention que si les contrats le concernant ont été certifiés, par écrit, conformes aux décisions du Conseil, au Protocole prévu au paragraphe premier ci-dessus et aux dispositions de la présente Convention, par une ou plusieurs personnes nommées par le Conseil, les décisions dans le second cas étant prises à la majorité. Un duplicata signé dudit certificat sera remis au Secrétaire général de la Société des Nations pour communication aux commissaires fiduciaires, ainsi que des exemplaires de chaque contrat certifiés conformes par le gouvernement emprunteur, en nombre suffisant pour permettre au Secrétaire général d'en transmettre un à chaque commissaire fiduciaire.

5. Les dispositions suivantes seront obligatoires dans tous les cas:

a) Les commissaires fiduciaires, nommés aux termes de la présente Convention et exerçant les fonctions prévues dans ladite Convention, seront les commissaires fiduciaires de l'emprunt à toutes fins pour lesquelles les commissaires fiduciaires sont nommés, et, en particulier, ils effectueront tous les paiements des sommes dues pour le service de l'intérêt ou l'amortissement dudit emprunt, au moyen des fonds fournis par le gouvernement emprunteur, ou, si celui-ci se trouve en défaut, par les gouvernements garantissant l'emprunt comme garants spéciaux ou comme garants ordinaires.

b) Sauf dans les cas de crédits à court terme dont l'échéance ne dépasse pas deux ans, une réserve sera constituée entre les mains des commissaires fiduciaires au moyen du transfert direct, auprès d'eux, par les établissements d'émission, d'une somme prélevée sur le produit de l'emprunt et suffisante pour couvrir, pendant un semestre, le service de l'emprunt émis. Toute somme retirée de cette réserve par les commissaires fiduciaires leur sera immédiatement remboursée par le gouvernement emprunteur.

c) Le gouvernement emprunteur versera aux commissaires fiduciaires les fonds nécessaires pour faire face au service de l'emprunt en temps de guerre comme en temps de paix. Ce versement sera fait aux commissaires fiduciaires au plus tard trente jours avant l'échéance de chaque paiement.

DÉPÔT DES BONS EN CE QUI CONCERNE LES EMPRUNTS PARTICULIERS.

Article 16.

1. Aussitôt que possible après qu'un contrat visant l'émission de la totalité ou d'une partie d'un emprunt autorisé aura été certifié conformément au paragraphe 4 de l'article 15, les commissaires fiduciaires, convoqués par le Secrétaire général de la Société des Nations, examineront le contrat et les décisions du Conseil qui s'y rapportent. Ils établiront et feront connaître aux gouvernements garants de l'emprunt:

a) Le montant total de chaque paiement exigible chaque année, au titre de ladite émission;

b) La somme maximum dont chaque gouvernement, qu'il soit garant ordinaire ou garant spécial, peut être redevable à titre de garant ordinaire en ce qui concerne chacun de ces paiements;

c) La somme maximum dont chaque gouvernement participant à la garantie spéciale peut être redevable à titre de garant spécial en ce qui concerne chacun de ces paiements.

Les sommes dont il est fait mention dans les alinéas b) et c) seront déterminées de la manière prévue dans l'article 14, paragraphe 2 c).

2. Dans les quatre mois qui suivront la réception de la notification susmentionnée, chaque gouvernement, selon qu'il participe seulement à la garantie ordinaire ou aussi à la garantie spéciale, déposera, à l'ordre des commissaires fiduciaires, dans la banque ou dans tout autre organisme que le Conseil pourra choisir, dès que la Convention entrera en vigueur ou ultérieurement, soit un « Bon de garantie ordinaire », dans la forme prévue à l'annexe I, soit un « Bon de garantie spéciale », dans la forme prévue à l'annexe II, comportant un coupon distinct pour chaque paiement dont le gouvernement peut être redevable chaque année. Les coupons seront libellés et payables dans la monnaie en laquelle le paiement est dû aux détenteurs des titres. Si l'émission est faite en plus d'une monnaie, des bons séparés afférents respectivement au service dû dans chaque monnaie seront déposés.

paragraph 2 (a), the value of the currencies in which the loan is issued and in which its service is payable shall in every case, for the purpose of determining the maximum to which the service may amount, be assumed to be, at the moment of signature of the loan contracts, that of their legal weight in pure gold. The arrangement made by the Council with the borrowing Government in question shall be embodied in a Protocol duly accepted by the latter.

2. The Council may make conditions as to the employment of the proceeds of the loan and the supervision of such employment. These conditions shall be embodied in the Protocol mentioned in paragraph 1.

3. In the case of a loan issued in execution of Article 2 of the present Convention, the Protocol provided for in paragraph 1 above shall contain provisions enabling the Council to suspend at any moment the payment to the Government receiving the loan of such part of the proceeds of the loan as is not yet paid if the Council considers that such a measure is rendered necessary by the attitude of that Government after financial assistance has been granted to it.

4. The loan shall not possess the ordinary guarantees and special guarantees resulting from the Convention, unless the contracts relating to it shall have been certified in writing by a person or persons appointed by the Council—and acting in the second case by majority—to be in conformity with the decisions of the Council and the Protocol provided for by paragraph 1 above, and the provisions of the present Convention. A signed duplicate of the certificate shall be delivered to the Secretary-General of the League of Nations for communication to the Trustees, together with copies of each contract authenticated by the borrowing Government in sufficient number to enable him to send one to each Trustee.

5. The following provisions shall be obligatory in all cases:

(a) The Trustees appointed under the present Convention, acting as provided therein, shall be Trustees of the loan for all purposes for which Trustees are appointed, and in particular shall make all payments for interest or amortisation due on the loan out of the funds supplied by the borrowing Government or, in the event of its default, by the Governments guaranteeing the loan as special or ordinary guarantors.

(b) Except in the case of short-term credits of a currency not exceeding two years, a reserve shall be constituted in the hands of the Trustees by the direct transfer to them by the issuing houses out of the yield of the loan of an amount sufficient to pay one-half of the annual service of the loan as issued. Any sums drawn from this reserve by the Trustees shall immediately be refunded to them by the borrowing Government.

(c) The borrowing Government shall provide the Trustees with the funds necessary to meet the service of the loan in time of war as well as in time of peace. Such remittances shall be in the hands of the Trustees not later than thirty days before each payment falls due.

DEPOSIT OF BONDS IN RESPECT OF PARTICULAR LOANS.

Article 16.

1. As soon as possible after a contract for the issue of all or part of an authorised loan has been certified in accordance with Article 15, paragraph 4, the Trustees, convened by the Secretary-General of the League of Nations, shall examine the contract and the relevant decisions of the Council and ascertain and notify to the Governments whose guarantees attached to the loan:

(a) What is the total amount of each payment due in respect of that issue in each year;

(b) What is the maximum sum for which each Government, whether it be an ordinary or a special guarantor, may be liable as an ordinary guarantor in respect of each such payment;

(c) What is the maximum sum for which each special guarantor Government may be liable as a special guarantor in respect of each such payment.

The sums mentioned in (b) and (c) shall be determined in the manner provided in Article 14, paragraph 2 (c).

2. Within four months of the receipt of the above notification, each Government, according as it is solely an ordinary guarantor or a special guarantor, shall deposit to the order of the Trustees with such bank or other body as the Council, as soon as the Convention comes into force, or subsequently, may choose, either an "Ordinary Guarantee Bond" in the form given in Annex I or a "Special Guarantee Bond" in the form given in Annex II, bearing a separate coupon for each payment for which the Government may be liable in each year. The coupons shall be expressed and be payable in the currency in which payment is due to the bondholders. If the issue is made in more than one currency, separate bonds shall be deposited in respect of the service due in each currency.

3. Les coupons desdits bons seront payables à une adresse fixée par le gouvernement et jugée satisfaisante par les commissaires fiduciaires.

4. Le fait de ne pas déposer les bons ainsi qu'il est prévu ci-dessus n'affectera en aucune manière les obligations des gouvernements, soit à titre de garants ordinaires, soit à titre de garants spéciaux, et n'empêchera pas l'émission de l'emprunt sur la base des garanties ordinaires et des garanties spéciales qui y sont attachées en vertu de la présente Convention.

MÉCANISME DES GARANTIES ORDINAIRES ET DES GARANTIES SPÉCIALES EN CAS DE MANQUEMENT DE LA PART DU GOUVERNEMENT EMPRUNTEUR.

Article 17.

1. a) Le service des emprunts contractés en vertu de la présente Convention restera toujours une charge incombant en premier lieu au gouvernement emprunteur. Les garanties prévues par la Convention ne joueront que dans le cas et dans la mesure où les commissaires fiduciaires ne recevraient pas du gouvernement emprunteur les fonds nécessaires, ou seraient dans l'impossibilité d'assurer le service de l'emprunt au moyen des réserves constituées conformément au paragraphe 5 b) de l'article 15.

b) Dans un cas de ce genre, les commissaires fiduciaires feront simultanément appel à tous les gouvernements garants, sans distinction entre les garants ordinaires et les garants spéciaux. Ils utiliseront les sommes ainsi obtenues pour assurer le service de l'emprunt et rembourseront ensuite proportionnellement aux gouvernements participant à la garantie spéciale, sur le reliquat des sommes ainsi produites, les montants versés par ces gouvernements en excédent des obligations assumées par eux à titre de garants ordinaires. Le fait qu'un gouvernement garant tarde à répondre à un appel de fonds est reconnu comme imposant l'obligation d'indemniser les gouvernements participant à la garantie spéciale, comme il est prévu dans les articles 19 et 21, pour le préjudice que leur a causé le délai entraîné dans le remboursement des montants versés par eux en excédent des sommes dont ils sont redevables à titre de garants ordinaires.

c) Toutes les sommes obtenues des gouvernements garants par les commissaires fiduciaires, à l'exception des sommes remboursées conformément au paragraphe b) et des sommes reçues par eux au titre des intérêts, conformément à l'article 19, constitueront une dette, portant intérêt, du gouvernement emprunteur.

d) Les obligations entre gouvernements, qui résultent de la présente Convention, seront réglées par l'intermédiaire des commissaires fiduciaires.

2. Les principes énoncés au paragraphe premier seront appliqués conformément aux dispositions des articles 18 à 22 ci-après.

Article 18.

1. Dans le cas où le gouvernement emprunteur se trouverait en défaut en ce qui concerne le versement des fonds afférents au service annuel de l'emprunt autorisé, les commissaires fiduciaires utiliseront la réserve constituée par application de l'article 15, paragraphe 5 b), jusqu'à ce qu'elle soit épuisée. Ils notifieront immédiatement ce manquement aux gouvernements qui participent à la garantie ordinaire ou à la garantie spéciale en ce qui concerne ledit emprunt. Ils notifieront de même tout versement effectué à la réserve.

2. Si, trente jours avant la date à laquelle un paiement dû au titre de l'intérêt ou de l'amortissement devient exigible, les commissaires fiduciaires n'ont pas reçu du gouvernement emprunteur et ne possèdent pas dans la réserve des fonds suffisants pour faire face audit paiement, ils informeront chaque gouvernement garant du montant du déficit, ainsi que du montant dont il sera redevable si le déficit n'est pas comblé. Si, vingt jours avant la date de l'échéance, les commissaires fiduciaires se trouvent encore dans l'impossibilité d'effectuer intégralement ledit versement, ils présenteront au paiement les coupons des bons de garantie ordinaire et de garantie spéciale qui couvrent le paiement du service en question. Si le déficit n'atteint pas le montant total de la somme dont il s'agit, les commissaires fiduciaires réduiront proportionnellement les sommes qu'ils demanderont aux gouvernements garants de verser pour lesdits coupons et les coupons seront endossés en conséquence. Si un gouvernement garant n'a pas encore déposé son bon, ainsi que le stipule l'article 16, les commissaires fiduciaires n'en feront pas moins appel à lui, et il sera tenu d'effectuer le paiement dont il est redevable.

3. Les sommes demandées par les commissaires fiduciaires aux gouvernements garants ordinaires et garants spéciaux seront versées aux commissaires fiduciaires immédiatement par lesdits gouvernements. Ces versements auront lieu même si ces gouvernements sont en guerre avec le gouvernement emprunteur, ou avec un pays ou des pays dans lesquels une tranche de l'emprunt aura été émise, et même si les détenteurs de l'un quelconque ou de la totalité des titres de la série de l'emprunt, dans le service de laquelle s'est produit un manquement, sont ressortissants d'un pays ou de pays avec lesquels sont en guerre les gouvernements susmentionnés, ou sont domiciliés dans lesdits pays.

4. Les commissaires fiduciaires assureront le service de l'emprunt au moyen des sommes reçues des gouvernements et utiliseront le solde, ainsi que les sommes versées ultérieurement à la suite des demandes formulées, pour rembourser proportionnellement aux gouvernements participant à la garantie spéciale les sommes versées par eux en sus de celles dont ils étaient redevables en qualité de garants ordinaires.

3. The coupons of the said bonds shall be payable at an address satisfactory to the Trustees fixed by the Government.

4. The omission to deposit bonds, as provided above, shall in no way affect the obligations of the Governments, whether as ordinary or as special guarantors, or prevent the issue of the loan on the security of the ordinary guarantees and special guarantees which attach to it in virtue of the present Convention.

OPERATION OF THE ORDINARY GUARANTEES AND SPECIAL GUARANTEES IN THE EVENT OF DEFAULT BY THE BORROWING GOVERNMENT.

Article 17.

1. (a) The service of loans contracted in accordance with the present Convention shall always continue to be primarily a charge upon the borrowing Government. The guarantees provided under the Convention shall enter into operation only if, and to the extent to which, the Trustees are neither provided with the necessary funds by the borrowing Government nor able to meet the service out of the reserve constituted in accordance with Article 15, paragraph 5 (b).

(b) In such a case, the Trustees shall call simultaneously on all the guaranteeing Governments, whether they be ordinary or special guarantors. They shall apply the yield of the calls to meet the service of the loan and shall then reimburse to the special guarantor Governments *pro rata* out of the balance of such yield the amounts paid by them in excess of their liabilities as ordinary guarantors. Delay by a guarantor Government in meeting a call is recognised as creating a duty to compensate special guarantor Governments as provided in Articles 19 and 21 for the prejudice caused to them by the resulting delay in the reimbursement of the amounts paid by them in excess of their liability as ordinary guarantors.

(c) All amounts obtained by the Trustees from the guaranteeing Governments, with the exception of the amounts reimbursed as contemplated in paragraph (b) and of amounts paid to them by way of interest under Article 19, shall constitute a debt due, with interest, from the borrowing Government.

(d) The liabilities between Governments which result from the present Convention shall be settled through the intermediary of the Trustees.

2. The principles set out in paragraph 1 shall be applied in accordance with the provisions of Articles 18 to 22 below.

Article 18.

1. In the event of a default by the borrowing Government in providing funds to pay the annual service of an authorised loan, the Trustees shall draw on the reserve constituted by application of Article 15, paragraph 5 (b), until that reserve is exhausted. They shall at once notify the default to the Governments whose ordinary guarantees or special guarantees attach to the loan. They shall likewise notify any payments into the reserve.

2. If, thirty days before the date at which a payment for interest or amortisation falls due, the Trustees have neither received from the borrowing Government nor possess in the reserve sufficient funds to make the payment, they shall inform each guarantor Government of the amount of the deficiency and the amount for which it will be liable if the deficiency is not made good. If, twenty days before the due date of the payment, the Trustees still are unable to make it in full, they shall present for payment those coupons of the ordinary guarantee and special guarantee bonds which cover the service payment in question. If the deficiency is not total, the Trustees shall reduce *pro rata* the amounts which they call upon the guarantor Governments to pay on the said coupons, and the coupons shall be endorsed accordingly. If a guarantor Government has not yet deposited its bond as required by Article 16, the Trustees shall nevertheless call upon it and it shall be liable to make the payment due from it.

3. The calls which are made by the Trustees upon the ordinary guarantor and special guarantor Governments shall be paid immediately by the said Governments to the Trustees notwithstanding that they may be at war with the borrowing Government or with any country or countries in which a part of the loan has been issued, and notwithstanding that the holders of any or all of the bonds of the series of the loan in the service of which the default has occurred may be subjects of, or resident in, a country or countries with which they are at war.

4. The Trustees shall meet the service of the loan out of the yield of the calls made upon the Governments and shall apply the balance, and their receipts from any calls which are paid at a later date, to reimbursing *pro rata* to the special guarantor Governments the amounts paid by them in excess of their liabilities as ordinary guarantors.

Article 19.

Si un gouvernement participant à la garantie ordinaire ou à la garantie spéciale ne verse pas intégralement la somme demandée par les commissaires fiduciaires, au moins dix jours avant l'échéance du versement au titre de l'intérêt ou de l'amortissement, les commissaires fiduciaires imputeront à la charge dudit gouvernement, et ce gouvernement devra leur verser, les intérêts composés sur le montant de l'arriéré, au taux fixé par l'article 21. Cette somme sera considérée comme étant l'intérêt dû à ceux des gouvernements participant à la garantie spéciale qui ont rempli leurs obligations à la date fixée, en considération du fait que le retard avait pour effet d'ajourner le paiement des sommes remboursables à ces gouvernements, et les sommes reçues seront versées auxdits gouvernements participant à la garantie spéciale, proportionnellement aux montants versés par eux en sus des sommes dont ils étaient redevables en qualité de garants ordinaires.

Article 20.

1. Le montant de la somme non versée par le gouvernement emprunteur, au titre d'un paiement garanti afférant à un emprunt, constituera une dette de ce gouvernement à l'égard des commissaires fiduciaires, portant intérêts composés au taux mentionné à l'article 21 à partir de la date à laquelle ledit gouvernement devait fournir aux commissaires fiduciaires les fonds nécessaires pour le service de l'emprunt.

2. Les sommes reçues par les commissaires fiduciaires de la part du gouvernement emprunteur après que celui-ci s'est trouvé en défaut pour faire face au service garanti de l'emprunt, devront, si cela est nécessaire, être utilisées en premier lieu pour couvrir les arriérés éventuels du service garanti de l'emprunt, sans tenir compte des garanties ordinaires et des garanties spéciales prévues par la présente Convention, et, en second lieu, pour reconstituer la réserve visée par l'article 15, paragraphe 5 b). Sous réserve de cette disposition, toute somme non requise pour le service courant de l'emprunt servira à rembourser aux gouvernements participant à la garantie spéciale et à la garantie ordinaire, avec les intérêts correspondants, les sommes qu'ils auront fournies pour faire face aux manquements dans le service de l'emprunt et qui ne leur auront pas été remboursées. Chaque gouvernement aura droit au remboursement de la somme versée par lui en qualité de garant ordinaire, augmentée des intérêts composés, au taux mentionné à l'article 21, à partir de la date du versement effectuée par lui auprès des commissaires fiduciaires. Chaque gouvernement participant à la garantie spéciale aura droit, en outre, à recevoir la somme versée en sus de celle dont il était redevable à titre de garant ordinaire, ainsi que sa part de tous intérêts imputables à d'autres gouvernements, conformément à l'article 19. Sera effectué en premier lieu le remboursement, aux gouvernements participant à la garantie spéciale, des sommes versées par eux en sus de celles dont ils étaient redevables en qualité de garants ordinaires et les sommes dues pour des manquements antérieurs seront remboursées intégralement avant qu'un paiement quelconque soit effectué en ce qui concerne des manquements plus récents. Sous réserve des dispositions susmentionnées, les remboursements seront effectués proportionnellement aux sommes dues aux divers gouvernements.

3. Un remboursement effectué au profit des gouvernements participant à la garantie spéciale qui sont visés par le paragraphe 2 annulera, dans une proportion correspondante, les créances de ces gouvernements vis-à-vis des autres gouvernements participant à la garantie ordinaire ou à la garantie spéciale. Les commissaires fiduciaires détermineront le montant des dettes éteintes ou réduites et aviseront les gouvernements intéressés.

Article 21.

L'intérêt composé prévu par les articles 19 et 20 sera calculé par semestre et à un taux qui dépassera de un pour cent le taux de l'intérêt payable sur l'emprunt garanti, ou, si l'emprunt a été émis en plusieurs séries, sur la série particulière dans le service de laquelle le manquement s'est produit.

Article 22.

Toutes les questions relatives à l'exécution des articles 16 à 21 inclusivement seront réglées par les commissaires fiduciaires. Toutefois, tout gouvernement intéressé pourra interjeter appel par-devant le Conseil de la Société des Nations, dont la décision sera définitive. L'appel au Conseil ne suspendra pas l'exécution de la décision des commissaires fiduciaires.

GARANTIES D'ETATS NON MEMBRES DE LA SOCIÉTÉ DES NATIONS.

Article 23.

Le Conseil de la Société des Nations, avec le consentement des gouvernements qui sont intéressés à un emprunt en qualité de garants spéciaux, peut accepter l'offre formulée par un Etat non membre de la Société en vue de participer à la garantie du service annuel d'un emprunt déterminé que le Conseil décide d'autoriser par application de la présente Convention. L'acceptation de cette offre n'entraînera pas, pour les gouvernements, soit à titre de garants ordinaires, soit à titre de garants spéciaux, l'obligation d'effectuer des paiements plus considérables que ceux dont ils auraient été redevables si l'Etat non membre n'avait pas convenu de participer à la garantie.

Article 19.

If an ordinary guarantor or special guarantor Government fails to meet in full a call by the Trustees by a date not later than ten days before the interest or amortisation payment in question falls due, the Trustees shall charge the said Government, and the Government shall pay to them, compound interest on the amount in arrears at the rate fixed by Article 21. This charge shall be considered as interest due to those special guarantor Governments which met their obligations by the said date, in consideration of the fact that the delay was calculated to retard payment of the sums reimbursable to them, and the sums received shall be paid over to the said special guarantor Governments in proportion to the amount paid by them in excess of their liabilities as ordinary guarantors.

Article 20.

1. The amount of each default by the borrowing Government in meeting a guaranteed payment due on a loan shall constitute a debt of that Government to the Trustees, bearing compound interest, at the rate mentioned in Article 21, as from the date at which the Government was due to provide the Trustees with the funds necessary for the service of the loan.

2. The payments received by the Trustees from the borrowing Government after it has defaulted in meeting the guaranteed service of its loan shall, if necessary, be applied in the first instance to making good any arrears in the guaranteed service of the loan which have occurred, notwithstanding the ordinary guarantees and special guarantees provided by the present Convention, and, secondly, to reconstituting the reserve provided for by Article 15, paragraph 5 (*b*). Subject to this provision, any amounts not required for meeting the current service of the loan shall be used to reimburse to the special guarantor and ordinary guarantor Governments, with the appropriate interest, the amounts which they have furnished to meet defaults in the service of the loan and which have not been reimbursed to them. Each Government shall be entitled to be reimbursed the sum paid by it in the capacity of an ordinary guarantor with compound interest at the rate mentioned in Article 21, as from the date of its payment to the Trustees. Each special guarantor Government shall, in addition, be entitled to receive the amount paid in excess of its liability as an ordinary guarantor, together with its share of any interest chargeable to other Governments under Article 19. Priority shall be given to reimbursement to the special guarantor Governments of the amounts paid by them in excess of their liabilities as ordinary guarantors, and the sums due in respect of earlier defaults shall be met in full before any payment is made in respect of later defaults. Subject to the above provisions, the reimbursement shall be effected *pro rata* to the sums due to the various Governments.

3. A reimbursement to the special guarantor Governments effected under paragraph 2 shall cancel *pro rata* the claims of these Governments against other ordinary or special guarantor Governments. The Trustees shall determine what liabilities are extinguished or reduced and notify the Governments concerned.

Article 21.

The compound interest provided for in Articles 19 and 20 shall be calculated half-yearly and shall be at a rate one per cent higher than the rate of interest payable on the guaranteed loan, or, if the loan was issued in several series, on the particular series in the service of which the default occurs.

Article 22.

All questions arising in the execution of Articles 16 to 21 inclusive shall be settled by the Trustees, subject to appeal by any Government concerned to the Council of the League of Nations, whose decision shall be final. The appeal to the Council shall not suspend the execution of the Trustees' decision.

GUARANTEE OF STATES NOT MEMBERS OF THE LEAGUE OF NATIONS.

Article 23.

The Council of the League of Nations, with the consent of those Governments which are interested in the particular loan as special guarantors, may accept an offer by a State which is not a Member of the League to participate in guaranteeing the annual service of a particular loan which the Council decides to authorise in application of the present Convention. The acceptance of the offer shall not entail the assumption by any Government, whether as an ordinary or as a special guarantor, of liability to make payments greater than it would have been liable to make if the non-Member State had not agreed to participate.

DISPOSITIONS GÉNÉRALES.

Article 24.

Les commissaires fiduciaires, s'ils reçoivent du Conseil de la Société des Nations des instructions à cet effet, suspendront tous les versements qui doivent être effectués, soit au gouvernement ou aux habitants d'un territoire auquel les sanctions financières prévues à l'article 16 du Pacte sont devenues applicables, soit au profit dudit gouvernement et desdits habitants; les sommes retenues par les commissaires fiduciaires, ainsi que les intérêts qu'elles auront pu porter, seront payables dès que le Conseil estimera que le maintien desdites sanctions n'est plus justifié.

Article 25.

Les gouvernements participant à la garantie ordinaire ou à la garantie spéciale s'engagent à faciliter d'une manière aussi complète que possible l'émission des emprunts autorisés conformément à la présente Convention, tant en ouvrant leur marché financier à ces emprunts qu'en s'abstenant de toute mesure susceptible de compromettre l'efficacité de l'assistance financière faisant l'objet de la présente Convention.

Article 26.

Aux fins de la présente Convention, le franc-or représentera une valeur monétaire équivalant à 0,322581 gramme ou à 4,97818 grains d'or fin au titre de 9/10^{me}.

Article 27.

Tous les différends relatifs à l'interprétation ou au mode d'application de la présente Convention seront réglés par décision du Conseil de la Société des Nations.

Article 28.

1. Les décisions du Conseil en vertu des articles 1 ou 2 ou celles prononçant la suspension de l'emprunt prévue par l'article 15, alinéa 3, seront prises à l'unanimité des Membres représentés à la réunion, le vote des représentants des parties au différend ne comptant pas dans le calcul de cette unanimité.

2. Toutes les autres décisions du Conseil en vertu de la présente Convention seront prises à la simple majorité des voix des Membres représentés à la réunion, le vote des représentants des parties au différend ne comptant pas dans le calcul.

3. Un Membre de la Société qui n'est pas Membre du Conseil ne pourra revendiquer le droit de siéger au Conseil lorsque celui-ci discutera des questions soulevées par la présente Convention, pour la seule raison qu'il est garant ordinaire ou garant spécial aux termes de la présente Convention.

Article 29.

Les dispositions de la présente Convention ne peuvent être interprétées comme portant atteinte aux droits et obligations résultant, pour les Hautes Parties contractantes, des stipulations de l'article 16 du Pacte de la Société des Nations.

CLAUSES FINALES.

Article 30.

1. La présente Convention, dont le texte français et le texte anglais feront également foi, portera la date de ce jour. Elle pourra jusqu'au 31 décembre 1931, être signée au nom de tout Membre de la Société des Nations.

2. La présente Convention sera ratifiée. Les instruments de ratification seront transmis au Secrétaire général de la Société des Nations, qui en notifiera réception à tous les Membres de la Société.

Article 31.

A partir du 1^{er} janvier 1932, il pourra être adhéré à la présente Convention au nom de tout Membre de la Société des Nations. Les instruments d'adhésion seront transmis au Secrétaire général de la Société des Nations, qui en notifiera réception à tous les Membres de la Société.

Article 32.

La présente Convention n'entrera en vigueur qu'à condition que les ratifications ou adhésions reçues aient eu pour effet de faire couvrir par des garanties ordinaires et également par les garanties spéciales d'au moins trois gouvernements une somme d'au moins 50 millions de francs-or pour le service annuel des emprunts.

GENERAL PROVISIONS.

Article 24.

The Trustees shall, if so directed by the Council of the League of Nations, suspend all payments to, or for the benefit of, the Government or inhabitants of a territory to which the financial sanctions provided for in Article 16 of the Covenant have become applicable; the sums retained by the Trustees shall become payable, together with any interest which they may have earned, so soon as the Council shall be of opinion that the maintenance of the said sanctions is no longer justified.

Article 25.

The ordinary or special guarantor Governments undertake to facilitate to the fullest possible extent the issue of loans authorised under the present Convention, both by opening their financial markets to such loans and by abstaining from any measure capable of compromising the efficacy of the financial assistance provided for by the present Convention.

Article 26.

For the purposes of the present Convention, the gold franc shall mean a monetary value equivalent to 0.322581 gramme or 4.97818 grains of gold nine-tenths fine.

Article 27.

Any dispute as to the interpretation or as to the method of application of the present Convention shall be settled by a decision of the Council of the League of Nations.

Article 28.

1. Decisions of the Council under Articles 1 or 2 or those suspending the loan in accordance with Article 15, paragraph 3 shall be taken by the unanimous vote of the Members represented at the meeting, the votes of representatives of the parties to the dispute not being counted in determining such unanimity.

2. All other decisions taken by the Council in virtue of the present Convention shall be taken by a simple majority vote of the Members represented at the meeting, the votes of the representatives of the parties to the dispute not being counted.

3. A Member of the League which is not a Member of the Council cannot claim to sit on the Council, when the latter discusses questions arising under the present Convention, in virtue solely of the fact that it is an ordinary guarantor or special guarantor under the present Convention.

Article 29.

The provisions of the present Convention may not be interpreted as affecting the rights and obligations of the High Contracting Parties under the provisions of Article 16 of the Covenant of the League of Nations.

FINAL PROVISIONS.

Article 30.

1. The present Convention, of which the French and English texts shall both be authentic, shall bear to-day's date; it may, until December 31st, 1931, be signed on behalf of any Member of the League of Nations.

2. The present Convention shall be ratified. The instruments of ratification shall be transmitted to the Secretary-General of the League of Nations, who shall notify their receipt to all the Members of the League.

Article 31.

As from January 1st, 1932, the present Convention may be acceded to on behalf of any Member of the League of Nations. The instruments of accession shall be transmitted to the Secretary-General of the League of Nations, who shall notify their receipt to all the Members of the League.

Article 32.

It shall be a condition of the entry into force of the present Convention that the ratifications or accessions which it has received shall have resulted in causing a sum of not less than 50 million gold francs, for the annual service of loans, to be covered by ordinary guarantees and also by the special guarantees of not less than three Governments.

Article 33.

1. La présente Convention entrera en vigueur quatre-vingt-dix jours après la date à laquelle les conditions stipulées à l'article 32 seront remplies, et sous réserve des dispositions de l'article 35.

2. Le Secrétaire général procédera aux calculs nécessaires en vue de l'application de l'article 32 et notifiera l'entrée en vigueur de la Convention à tous les Membres de la Société.

3. A l'égard de chacun des Membres de la Société des Nations au nom duquel des ratifications ou des adhésions seront ultérieurement déposées, la Convention prendra effet le jour où l'instrument de ratification ou d'adhésion sera déposé auprès du Secrétaire général de la Société des Nations.

4. Le montant maximum total couvert par les garanties ordinaires, conformément à l'article 7, à la date de l'entrée en vigueur de la Convention, et toute augmentation ultérieure de ce montant résultant d'une nouvelle ratification ou adhésion, seront notifiés à tous les Membres de la Société par le Secrétaire général.

Article 34.

Sous réserve des conditions stipulées à l'article 35, les dispositions suivantes s'appliqueront :

1. La présente Convention sera conclue pour une durée allant jusqu'à la fin de l'année 1945.

2. Elle demeurera en vigueur pour de nouvelles périodes successives de cinq années en ce qui concerne les Hautes Parties contractantes qui ne l'auront pas dénoncée au moins deux ans avant l'expiration de la période en cours.

3. La dénonciation sera effectuée par une note écrite déposée auprès du Secrétaire général de la Société des Nations, qui en notifiera réception à tous les Membres de la Société. Une dénonciation pourra s'appliquer seulement à une garantie du gouvernement d'un territoire particulier d'une Haute Partie contractante.

4. Nonobstant les dispositions du paragraphe 2, la Convention cessera d'être en vigueur, dans la mesure où elle s'applique à l'autorisation de nouveaux emprunts, à la fin de la période primitive pour laquelle elle a été conclue ou de toute période successive pendant laquelle elle demeurera en vigueur, si, à cette date, par suite de dénonciations ou des effets du paragraphe 7 ci-après, la somme annuelle à laquelle s'élèvent les garanties ordinaires se trouve réduite à moins de 50 millions de francs-or, ou si le nombre des gouvernements participant à la garantie spéciale est devenu inférieur à trois.

5. a) Les obligations de tout gouvernement relativement à des emprunts déjà autorisés en vertu de la présente Convention ne seront pas affectées par la dénonciation de la Convention ou par le fait qu'elle cessera d'être en vigueur dans les conditions prévues au paragraphe 4 ci-dessus ou à l'article 35.

b) Le Conseil de la Société des Nations et les Commissaires fiduciaires continueront à exercer en ce qui concerne des emprunts déjà autorisés, toutes les fonctions qui leur sont attribuées par la présente Convention, jusqu'à ce que ces emprunts aient été remboursés en totalité.

6. Si les ratifications ou adhésions nécessaires pour que la présente Convention puisse entrer en vigueur ne sont pas déposées avant la fin de l'année 1935, le Conseil de la Société des Nations convoquera une Conférence pour examiner la situation.

7. Le fait qu'un Etat cesse d'être Membre de la Société des Nations aura pour effet de mettre fin, à la date à laquelle le retrait ou l'exclusion deviennent effectifs, à tous les droits et toutes les obligations du gouvernement intéressé, en vertu de la présente Convention, à l'exception des obligations qui lui incombent déjà du fait de l'autorisation antérieure d'un emprunt, en application de la Convention.

Article 35.

1. L'entrée en vigueur de la présente Convention et son maintien en vigueur en ce qui concerne l'autorisation de nouveaux emprunts seront subordonnés, à l'égard de chacune des Hautes Parties contractantes, respectivement à l'entrée et au maintien en vigueur à l'égard de cette Partie, d'un plan de réduction des armements adopté en application de l'article 8 du Pacte de la Société des Nations.

2. Nonobstant les dispositions des articles 1, 2 et 14, si, après le délai d'un an à compter de l'entrée en vigueur du plan visé ci-dessus, une Haute Partie contractante ne se conforme pas aux obligations résultant pour elle de ce plan, elle ne pourra bénéficier de l'assistance financière prévue à la présente Convention.

Article 36.

La présente Convention sera enregistrée par le Secrétaire général de la Société des Nations le jour de son entrée en vigueur.

Article 33.

1. The present Convention shall enter into force ninety days after the date on which the conditions provided for in Article 32 are satisfied and subject to the provisions of Article 35.
2. The Secretary-General shall make the calculations necessary for the purpose of Article 32. He shall notify the entry into force of the Convention to all the Members of the League.
3. In the case of a Member of the League of Nations on whose behalf a ratification or accession is subsequently deposited, the Convention shall take effect on the day on which the instrument of ratification or accession is deposited with the Secretary-General of the League of Nations.
4. The total maximum amount covered by ordinary guarantees in accordance with Article 7 on the date of entry into force of the Convention, and any subsequent increase in that amount resulting from a new ratification or accession, shall be notified to all the Members of the League by the Secretary-General.

Article 34.

Subject to the conditions laid down in Article 35, the following provisions shall apply:

1. The present Convention shall be concluded for a period continuing until the end of the year 1945.
2. It shall continue in force for further successive periods of five years as between such High Contracting Parties as do not denounce it at least two years before the expiration of the current period.
3. Denunciation shall be effected by a written notification deposited with the Secretary-General of the League of Nations, who shall notify its receipt to all the Members of the League. A denunciation may relate merely to the guarantee of the Government of a particular territory of the High Contracting Party.
4. Notwithstanding the provisions of paragraph 2, the Convention shall cease to be in force, so far as it relates to the authorisation of new loans, at the end of the original period for which it is concluded, or of any successive period for which it continues in force, if at that date, as a result of denunciations, or of the operation of paragraph 7 below, the annual sum to which the ordinary guarantees amount is less than 50 million gold francs or the number of special guarantor Governments has fallen below three.
5. (a) The obligations of any Government in respect of loans already authorised in virtue of the present Convention shall not be affected by denunciation of the Convention, or by its ceasing to be in force, under the provisions of paragraph 4 above or of Article 35.

(b) The Council of the League of Nations and the Trustees shall continue to exercise in respect of loans already authorised all the functions attributed to them by the present Convention until such loans have been repaid in full.
6. If the ratifications or accessions necessary to bring the present Convention into force have not been received before the end of the year 1935, the Council of the League of Nations shall convene a conference to examine the situation.
7. Withdrawal or exclusion from the League of Nations shall, on the date on which it becomes effective, terminate all the rights and obligations of the Government concerned under the present Convention, except such obligations as already rest upon it in consequence of the previous authorisation of a loan in application of the Convention.

Article 35.

1. The entry into force of the present Convention, and its maintenance in force as regards the authorisation of new loans, shall be conditional, in respect of each of the High Contracting Parties, upon the entry into force and maintenance in force, in respect of that Party, of a plan for the reduction of armaments adopted in execution of Article 8 of the Covenant of the League of Nations.
2. Notwithstanding the provisions of Articles 1, 2 and 14, if, after the expiration of one year from the entry into force of the plan referred to above, a High Contracting Party is not acting in conformity with his obligations under such plan, he shall not benefit by the financial assistance provided for by the present Convention.

Article 36.

The present Convention shall be registered by the Secretary-General of the League of Nations on the date of its entry into force.

EN FOI DE QUOI les plénipotentiaires sus-mentionnés ont signé la présente Convention.

FAIT à Genève le deux octobre mil neuf cent trente en un seul exemplaire, qui sera conservé dans les archives du Secrétariat de la Société des Nations et dont copie certifiée conforme sera remise à tous les Membres de la Société.

IN FAITH WHEREOF, the above-mentioned plenipotentiaries have signed the present Convention.

DONE at Geneva on the second day of October, one thousand nine hundred and thirty, in a single copy, which shall be kept in the archives of the Secretariat of the League of Nations, and of which certified true copies shall be delivered to all the Members of the League.

ALBANIE

D. BERATTI

ALBANIA

AUTRICHE

Mit dem Vorbehalt, dass diese Unterschrift erst dann wirksam wird, wenn die der Anwendung der Vereinbarung auf Österreich derzeit noch entgegenstehenden Hindernisse, das sind die Kreditkontrolle des Kontrollkomités und das Generalpfandrecht der Reliefgläubigermächte, für Zwecke dieser Vereinbarung durch ein Einvernehmen mit den beteiligten Mächten beseitigt sein werden¹.

E. PFLÜGL

AUSTRIA

BELGIQUE

H. CARTON DE WIART

BELGIUM

BOLIVIE

Sous réserve d'approbation constitutionnelle².

A. COSTA DU REIS
A. CORTADELLAS

BOLIVIA

¹ *Traduction du Secrétariat :*

Sous réserve que cette signature ne sortira ses effets qu'au moment où un accord avec les Etats intéressés aura écarté les obstacles qui s'opposent encore à l'application de la Convention pour ce qui concerne l'Autriche, à savoir le contrôle de crédit exercé par le Comité de contrôle et, d'autre part, le privilège général conféré aux Etats ayant accordé des crédits de relèvement.

² Subject to constitutional approval.

¹ *Translation by the Secretariat :*

Subject to the reservation that this signature shall only take effect when an agreement with the States concerned has removed the obstacles which still stand in the way of the application of the Convention as regards Austria *i.e.*, the supervision of credit exercised by the Committee of Control and the general lien belonging to the States which have granted reconstruction credits.

GRANDE-BRETAGNE

ET IRLANDE DU NORD

ainsi que toutes parties de l'Empire britannique, non membres séparés de la Société des Nations.

GREAT BRITAIN

AND NORTHERN IRELAND

and all Parts of the British Empire which are not separate Members of the League of Nations.

CECIL

AUSTRALIE

AUSTRALIA

Frank BRENNAN

ÉTAT LIBRE D'IRLANDE

IRISH FREE STATE

Sean LESTER

BULGARIE

At. BOUROFF

BULGARIA

CUBA

Orestes FERRARA

CUBA

DANEMARK

L. MOLTESEN

DENMARK

ESPAGNE

J. QUIÑONES DE LEÓN

SPAIN

ESTONIE

A. PIIP

ESTONIA

ETHIOPIE

C^{te} LAGARDE duc D'ENTOTTO

ABYSSINIA

FINLANDE

Rafael ERICH
Rudolf HOLSTI

FINLAND

FRANCE

Aristide BRIAND

FRANCE

GRÈCE

A. MICHALAKOPOULOS

GREECE

LETONIE

G. ALBAT

LATVIA

LITHUANIE

Dovas ZAUNIUS

LITHUANIA

NORVÈGE

Chr. L. LANGE

NORWAY

PAYS-BAS

THE NETHERLANDS

Y compris les Indes Néerlandaises, Surinam et Curaçao¹.

J. LOUDON

¹ Translation by the Secretariat:

Including Netherlands Indies, Surinam and Curaçao.

PÉROU

J. M. BARRETO

PERU

PERSE

Hussein ALÂ

PERSIA

POLOGNE

Hipolit GLIWIC

POLAND

PORTUGAL

Augusto DE VASCONCELLOS

PORTUGAL

ROUMANIE

G. G. MIRONESCU

ROUMANIA

SUÈDE

SWEDEN

En signant la Convention pour l'Assistance financière, le Délégué de la Suède a fait remarquer que, en vertu des lois constitutionnelles de la Suède, les opérations d'emprunts sont confiées à une autorité spéciale (Riksgäldskontoret), directement nommée par le Parlement.

K. I. WESTMAN

Sous réserve de ratification par Sa Majesté le Roi de Suède avec l'approbation du Riksdag¹.

TCHÉCOSLOVAQUIE

D^r Eduard BENEŠ

CZECHOSLOVAKIA

YUGOSLAVIE

D^r V. MARINKOVITCH

YUGOSLAVIA

Copie certifiée conforme.

Certified true copy.

Genève, le

Geneva,

Pour le Secrétaire général:

For the Secretary-General:

Conseiller juridique du Secrétariat.

Legal Adviser of the Secretariat.

¹ Translation by the Secretariat:

On signing the Convention on Financial Assistance, the Swedish delegate stated that, in virtue of the Constitutional laws of Sweden, loan operations are entrusted to a special authority (Riksgäldskontoret) appointed direct by Parliament. Subject to ratification by His Majesty the King of Sweden with the approval of the Riksdag.

Annexe I.

Forme des bons de garantie ordinaire.

EMPRUNT DU GOUVERNEMENT
 garanti en vertu de la Convention d'assistance financière conclue à
 le
 Emission de (spécifier les délais de l'émission)

 BON DE GARANTIE ORDINAIRE DU GOUVERNEMENT

ATTENDU que, sous réserve des dispositions de la Convention d'assistance financière sus-mentionnée, le Gouvernement (nom du gouvernement garant) est un garant ordinaire des emprunts autorisés et contractés conformément à ladite Convention;

ATTENDU que les commissaires fiduciaires prévus dans ladite Convention ont certifié audit gouvernement que le Gouvernement (nom du gouvernement emprunteur) a conclu un contrat qui a été dûment approuvé et certifié, ainsi qu'il est prescrit par ladite Convention, pour l'émission de (indiquer les détails de l'émission) qui constitue une partie (la totalité) d'un emprunt autorisé par le Conseil de la Société des Nations en vertu de ladite Convention et jouissant de la garantie ordinaire du Gouvernement (nom du gouvernement garant)

ET ATTENDU que les commissaires fiduciaires susmentionnés ont certifié au Gouvernement (nom du gouvernement garant) que: a) le montant total de chaque versement dû au titre de l'émission par le contrat mentionné ci-dessus, et b) la somme maximum dont le Gouvernement (nom du gouvernement garant) peut être redevable à titre de garant ordinaire en ce qui concerne chacun de ces paiements, sont respectivement les sommes indiquées dans les colonnes A et B des parties I et II du tableau reproduit ci-après:

EN CONSÉQUENCE, le Gouvernement (nom du gouvernement garant) reconnaît qu'il a garanti chacun desdits paiements jusqu'à concurrence de ses obligations à titre de garant ordinaire, telles qu'elles sont indiquées dans ledit tableau; sur présentation par les commissaires fiduciaires susmentionnés ou en leur nom, de l'un des coupons attachés au présent bon, à (indiquer le lieu de présentation) conformément aux dispositions de la Convention, il versera immédiatement au porteur ou suivant les instructions des commissaires fiduciaires, en (indiquer la monnaie dans laquelle l'emprunt est libellé) la somme, ne dépassant pas le maximum payable à ce titre, que les commissaires fiduciaires certifient être due sur le coupon pour combler un déficit dans les fonds prévus pour assurer le paiement auquel se rapporte le coupon.

Tableau des paiements au titre des intérêts et de l'amortissement et des obligations maximums correspondantes résultant de la garantie ordinaire du Gouvernement

Partie I. — Paiements au titre des intérêts.

Date d'échéance des intérêts.	A Montant total du paiement.	B Obligation maximum du Gouvernement en sa qualité de garant ordinaire.
.....

Partie II. — Paiements au titre de l'amortissement.

Date d'échéance de l'amortissement.	A Montant total du paiement.	B Obligation maximum du Gouvernement en sa qualité de garant ordinaire.
.....

(Date) (Signature)

Annex I.

Form of Ordinary Guarantee Bond.

LOAN OF THE GOVERNMENT OF
guaranteed in virtue of the Convention for Financial Assistance made at
on
Issue of (state particulars of issue)

ORDINARY GUARANTEE BOND OF THE GOVERNMENT OF

WHEREAS, subject to the provisions of the above-named Convention for Financial Assistance.
the Government of (name of guarantor Government)
is an ordinary guarantor of loans authorised and contracted in accordance therewith;

AND WHEREAS the Trustees provided for in the said Convention have certified to the said
Government that the Government of (name of borrowing Government)
..... has concluded a contract, which has been duly approved and certified
as required by the said Convention, for the issue of (state particulars
of issue)
being part (the whole) of a loan authorised by the Council of the League of Nations in virtue
of the said Convention and enjoying the ordinary guarantee of the Government of
..... (name of guarantor Government)

AND WHEREAS the aforementioned Trustees have certified to the Government of
(name of guarantor Government) that (a) the total amount of each
payment due in respect of the issue provided for by the aforementioned contract, and (b) the
maximum sum for which the Government of (name of guarantor
Government) may be liable as an ordinary guarantor in respect
of each such payment are respectively the sums set out in columns A and B of Parts I and II
of the Schedule reproduced below:

NOW THEREFORE the Government of (name of guarantor
Government) hereby acknowledges that it has guaranteed each of the
said payments to the extent of its liability as an ordinary guarantor as stated in the said Schedule;
and on presentation by or on behalf of the aforementioned Trustees of any of the coupons attached
to the present Bond at (state place for presentation)
in accordance with the provisions of the Convention, it will forthwith pay to the bearer or as the
Trustees may direct, in (insert currency in which the issue is made)
....., the sum, not exceeding the maximum payable thereon, which is
certified by the Trustees to be due on the coupon to make good a deficit in the funds provided for
making the payment to which the coupon relates.

Schedule of Interest and Amortisation Payments and of the corresponding maximum
liabilities resulting from the ordinary guarantee of the Government of

Part I. — Interest Payments.

	A	B
Date at which interest payment is due.	Total amount of payment.	Maximum liability of the Government of as an ordinary guarantor.
.....

Part II. — Amortisation Payments.

	A	B
Date at which amortisation payment is due.	Total amount of payment.	Maximum liability of the Government of as an ordinary guarantor.
.....

Date (Signed)

Forme du coupon d'intérêt attaché au bon de garantie ordinaire.

EMPRUNT DU GOUVERNEMENT
garanti en vertu de la Convention d'assistance financière, conclue à
le
Emission de (indiquer les détails
de l'émission)

COUPON représentant la somme payable par le Gouvernement
en sa qualité de garant ordinaire en ce qui concerne le versement au titre des intérêts dus le
..... (date d'échéance de l'intérêt)

Sur présentation du présent coupon dans les vingt jours précédant le
(date d'échéance des intérêts) à
(lieu de présentation) par les commissaires fiduciaires prévus
dans la Convention susmentionnée ou en leur nom, le Gouvernement
(nom du Gouvernement garant) paiera au porteur, ou conformément aux
instructions des commissaires fiduciaires, en (indiquer la monnaie
dans laquelle l'emprunt est émis) la somme ne dépassant pas
..... (montant de l'obligation maximum du gouvernement à titre de
garant ordinaire) qui, ainsi qu'il est certifié ci-après, est devenue payable
sur ce coupon.

(Signature)

Certificat des commissaires fiduciaires.

Nous certifions que la somme de est devenue payable sur ce coupon pour
combler un déficit de dans les fonds prévus pour assurer le paiement des intérêts
auxquels ce coupon se rapporte.

(Date) (Signature)

Forme du coupon d'amortissement attaché au bon de garantie ordinaire.

EMPRUNT DU GOUVERNEMENT
garanti en vertu de la Convention d'assistance financière conclue à
le
Emission de (indiquer les détails de l'émission)

COUPON représentant la somme payable par le Gouvernement
en sa qualité de garant ordinaire en ce qui concerne le versement au titre de l'amortissement
dû le (date d'échéance de l'amortissement)

Form of Interest Coupon attached to Ordinary Guarantee Bond.

LOAN OF THE GOVERNMENT OF
guaranteed in virtue of the Convention for Financial Assistance made at
on
Issue of (state particulars of issue)

COUPON for the sum payable by the Government of
as an ordinary guarantor in respect of the instalment of interest due on the
(date of interest payment)

On presentation of this coupon on or after the twentieth day preceding the
(date when interest instalment is due) at
(place for presentation) by or on behalf of the Trustees provided for
in the above-named Convention, the Government of (name of
guarantor Government) will pay to the bearer, or as otherwise directed
by the Trustees, in (insert currency of loan issue)
the sum, not exceeding (amount of the Government's maximum
liability as an ordinary guarantor) which is certified below to have
become payable on this coupon.

(Signed)

Certificate of Trustees.

We certify that the sum of has become payable on this coupon
to make good a deficit of, in the funds provided for making the
interest payment to which this coupon relates.

Date (Signed)

Form of Amortisation Coupon attached to Ordinary Guarantee Bond.

LOAN OF THE GOVERNMENT OF
guaranteed in virtue of the Convention for Financial Assistance made at
on
Issue of (state particulars of issue)

COUPON for the sum payable by the Government of as an ordinary
guarantor in respect of the amortisation payment due on the (date of
amortisation payment)

Sur présentation du présent coupon dans les vingt jours précédant le
(date d'échéance de l'amortissement) à (lieu de
présentation) par les commissaires fiduciaires prévus dans la Convention
susmentionnée ou en leur nom, le Gouvernement (nom du gouvernement
garant) paiera au porteur, ou conformément aux instructions
des commissaires fiduciaires, en (indiquer la monnaie dans laquelle
l'emprunt est émis) la somme ne dépassant pas
(montant de l'obligation maximum du gouvernement à titre de garant ordinaire)
qui, ainsi qu'il est certifié ci-après, est devenue payable sur ce coupon.

(Signature)

Certificat des commissaires fiduciaires.

Nous certifions que la somme de est devenue payable sur ce coupon pour
combler un déficit de dans les fonds prévus pour assurer le paiement de l'amortis-
sement auquel ce coupon se rapporte.

Date (Signature)

Annexe II.

Forme des bons de garantie spéciale.

EMPRUNT DU GOUVERNEMENT
garanti en vertu de la Convention d'assistance financière conclue à
le
Emission de (spécifier les détails de l'émission)

BON DE GARANTIE SPÉCIALE DU GOUVERNEMENT

ATTENDU que, sous réserve des dispositions de la Convention d'assistance financière
susmentionnée, le Gouvernement (nom du gouvernement garant)
..... est un garant spécial des emprunts autorisés et contractés conformément à ladite
Convention;

ATTENDU que les commissaires fiduciaires prévus dans ladite Convention ont certifié audit
gouvernement que le Gouvernement (nom du gouvernement emprun-
teur) a conclu un contrat qui a été dûment approuvé et certifié, ainsi qu'il est prescrit
par ladite Convention, pour l'émission de (indiquer les
détails de l'émission) qui
constitue une partie (la totalité) d'un emprunt autorisé par le Conseil de la Société des Nations
en vertu de ladite Convention et jouissant de la garantie spéciale du Gouvernement
..... (nom du gouvernement garant)

On presentation of this coupon on or after the twentieth day preceding the
(date of amortisation payment) at (place
for presentation) by or on behalf of the Trustees provided for in the
above-named Convention, the Government of (name of guarantor
Government) will pay to the bearer, or as otherwise directed
by the Trustees, in (insert currency of loan issue)
the sum, not exceeding (amount of the Government's maximum
liability as an ordinary guarantor), which is certified below to have
become payable on this coupon.

(Signed)

Certificate of Trustees.

We certify that the sum of has become payable on this coupon
to make good a deficit of in the funds provided for making the
amortisation payment to which this coupon relates.

Date (Signed)

Annex II.

Form of Special Guarantee Bond.

LOAN OF THE GOVERNMENT OF
guaranteed in virtue of the Convention for Financial Assistance made at
on
Issue of (state particulars of issue)

.....
SPECIAL GUARANTEE BOND OF THE GOVERNMENT OF

WHEREAS, subject to the provisions of the above-named Convention for Financial Assistance,
the Government of (name of guarantor Government)
is a special guarantor of loans authorised and contracted in accordance therewith;

AND WHEREAS the Trustees provided for in the said Convention have certified to the said
Government that the Government of (name of borrowing Government)
..... has concluded a contract, which has been duly approved and certified
as required by the said Convention, for the issue of (state particulars
of issue)
being part (the whole) of a loan authorised by the Council of the League of Nations in virtue
of the said Convention and enjoying the special guarantee of the Government of
..... (name of guarantor Government)

ET ATTENDU que les commissaires fiduciaires susmentionnés ont certifié au Gouvernement (nom du gouvernement garant) que: a) le montant total de chaque versement dû au titre de l'émission prévue par le contrat mentionné ci-dessus, et b) la somme maximum dont le Gouvernement (nom du gouvernement garant) peut être redevable à titre de garant ordinaire en ce qui concerne chacun de ces paiements, et c), la somme maximum dont ledit Gouvernement peut être redevable à titre de garant spécial en ce qui concerne chacun de ces paiements, sont respectivement les sommes indiquées dans les colonnes A, B et C des parties I et II du tableau reproduit ci-après:

EN CONSÉQUENCE, le Gouvernement (nom du gouvernement garant) reconnaît qu'il a garanti chacun desdits paiements jusqu'à concurrence de ses obligations à titre de garant spécial, telles qu'elles sont indiquées dans ledit tableau; sur présentation par les commissaires fiduciaires susmentionnés ou en leur nom, de l'un des coupons attachés au présent bon, à (indiquer le lieu de présentation) conformément aux dispositions de la Convention, il versera immédiatement au porteur ou suivant les instructions des commissaires fiduciaires, en (indiquer la monnaie dans laquelle l'emprunt est libellé) la somme, ne dépassant pas le maximum payable à ce titre, que les commissaires fiduciaires certifient être due sur le coupon pour combler un déficit dans les fonds prévus pour assurer le paiement auquel se rapporte le coupon.

Tableau des paiements au titre des intérêts et de l'amortissement et des obligations maximums correspondantes résultant de la garantie spéciale du Gouvernement

Partie I. — Paiements au titre des intérêts.

	A	B	C
Date d'échéance des intérêts	Montant total du paiement	Obligation maximum du Gouvernement en sa qualité de garant ordinaire	Obligation maximum du Gouvernement à titre de garant spécial (c'est-à-dire obligation à titre de garant ordinaire plus la somme additionnelle simultanément garantie)
.....

Partie II. — Paiements au titre de l'amortissement.

	A	B	C
Date d'échéance de l'amortissement	Montant total du paiement	Obligation maximum du Gouvernement en sa qualité de garant ordinaire	Obligation maximum du Gouvernement à titre de garant spécial (c'est-à-dire obligation à titre de garant ordinaire plus la somme additionnelle simultanément garantie)
.....

Date (Signature)

Forme du coupon d'intérêt attaché au bon de garantie spéciale.

EMPRUNT DU GOUVERNEMENT garanti en vertu de la Convention d'assistance financière, conclue à le

Emission de (indiquer les détails de l'émission)

COUPON représentant la somme payable par le Gouvernement en sa qualité de garant spécial en ce qui concerne le versement au titre des intérêts dus le (date d'échéance de l'intérêt)

AND WHEREAS the aforementioned Trustees have certified to the Government of (name of guarantor Government) that (a) the total amount of each payment due in respect of the issue provided for by the aforementioned contract, and (b) the maximum sum for which the Government of (name of guarantor Government) may be liable as an ordinary guarantor in respect of each such payment, and (c) the maximum sum for which the said Government may be liable as a special guarantor in respect of each such payment, are respectively the sums set out in columns A, B and C of Parts I and II of the Schedule reproduced below:

NOW THEREFORE the Government of (name of guarantor Government) hereby acknowledges that it has guaranteed each of the said payments to the extent of its liability as a special guarantor as stated in the said Schedule; and on presentation, by or on behalf of the aforementioned Trustees, of any of the coupons attached to the present Bond at (state place for presentation) in accordance with the provisions of the Convention, it will forthwith pay to the bearer or as the Trustees may direct, in (insert currency in which the issue is made), the sum, not exceeding the maximum payable thereon, which is certified by the Trustees to be due on the coupon to make good a deficit in the funds provided for making the payment to which the coupon relates.

Schedule of Interest and Amortisation Payments and of the corresponding maximum liabilities resulting from the special guarantee of the Government of

Part I. — Interest Payments.

	A	B	C
Date at which interest payment is due.	Total amount of payment.	Maximum liability of the Government of as an ordinary guarantor.	Maximum liability of the Government of as a special guarantor (i.e., liability as an ordinary guarantor, plus additional sum simultaneously guaranteed.)
.....

Part II. — Amortisation Payments.

	A	B	C
Date at which amortisation payment is due.	Total amount of payment.	Maximum liability of the Government of as an ordinary guarantor.	Maximum liability of the Government of as a special guarantor (i.e., liability as an ordinary guarantor, plus additional sum simultaneously guaranteed.)
.....

Date (Signed)

Form of Interest Coupon attached to Special Guarantee Bond.

LOAN OF THE GOVERNMENT OF guaranteed in virtue of the Convention for Financial Assistance made at on Issue of (state particulars of issue)

Coupon for the sum payable by the Government of as a special guarantor in respect of the instalment of interest due on the (date of interest payment)

Sur présentation du présent coupon dans les vingt jours précédant le
(date d'échéance des intérêts) à
(lieu de présentation) par les commissaires fiduciaires prévus
dans la Convention susmentionnée ou en leur nom, le Gouvernement
(nom du Gouvernement garant) paiera au porteur, ou conformément aux
instructions des commissaires fiduciaires, en (indiquer la monnaie
dans laquelle l'emprunt est émis) la somme ne dépassant pas
..... (montant de l'obligation maximum du gouvernement à titre de
garant spécial) qui, ainsi qu'il est certifié ci-après, est devenue payable
sur ce coupon.

(Signature)

Certificat des commissaires fiduciaires.

Nous certifions que la somme de sur laquelle le Gouvernement
(nom du gouvernement garant) est redevable de à titre de garant
ordinaire et dont le solde, à savoir constitue la somme additionnelle simultanément
garantie, est devenue payable sur le présent coupon pour combler un déficit de
dans les fonds prévus pour assurer le paiement des intérêts auxquels ce coupon se rapporte.

Date (Signature)

Forme du coupon d'amortissement attaché au bon de garantie spéciale.

EMPRUNT DU GOUVERNEMENT
garanti en vertu de la Convention d'assistance financière conclue à
le
Emission de (indiquer les détails de l'émission)
COUPON représentant la somme payable par le Gouvernement
en sa qualité de garant spécial en ce qui concerne le versement au titre de l'amortissement
dû le (date d'échéance de l'amortissement)

Sur présentation du présent coupon dans les vingt jours précédant le
(date d'échéance de l'amortissement) à (lieu de
présentation) par les commissaires fiduciaires prévus dans la Convention
susmentionnée ou en leur nom, le Gouvernement (nom du gouvernement
garant) paiera au porteur, ou conformément aux instructions
des commissaires fiduciaires, en (indiquer la monnaie dans laquelle
l'emprunt est émis) la somme ne dépassant pas
(montant de l'obligation maximum du gouvernement à titre de garant spécial)
qui, ainsi qu'il est certifié ci-après, est devenue payable sur ce coupon.

(Signature)

Certificat des commissaires fiduciaires.

Nous certifions que la somme de sur laquelle le Gouvernement
(nom du gouvernement garant) est redevable de à titre de garant
ordinaire et dont le solde, à savoir constitue la somme additionnelle simultanément
garantie, est devenue payable sur le présent coupon pour combler un déficit de
dans les fonds prévus pour assurer le paiement de l'amortissement auquel ce coupon se rapporte.

Date (Signature)

On presentation of this coupon on or after the twentieth day preceding the
(date when interest instalment is due) at
(place for presentation) by or on behalf of the Trustees provided for
in the above-named Convention, the Government of (name of
guarantor Government) will pay to the bearer, or as otherwise directed
by the Trustees, in (insert currency of loan issue)
the sum, not exceeding (amount of the Government's maximum
liability as a special guarantor), which is certified below to have
become payable on this coupon.

(Signed)

Certificate of Trustees.

We certify that the sum of of which
is due from the Government of (name of guarantor Government)
..... as an ordinary guarantor, and the balance, *i.e.*,
constitutes the additional sum simultaneously guaranteed, has become payable on this coupon
to make good a deficit of in the funds provided for making the
interest payment to which this coupon relates.

Date (Signed)

Form of Amortisation Coupon attached to Special Guarantee Bond.

LOAN OF THE GOVERNMENT OF
guaranteed in virtue of the Convention for Financial Assistance made at
on
Issue of (state particulars of issue)

COUPON for the sum payable by the Government of as a special
guarantor in respect of the amortisation payment due on the (date of
amortisation payment)

On presentation of this coupon on or after the twentieth day preceding the
(date of amortisation payment) at (place
of presentation) by or on behalf of the Trustees provided for in the
above-named Convention, the Government of (name of guarantor
Government) will pay to the bearer, or as otherwise directed
by the Trustees, in (insert currency of loan issue)
the sum, not exceeding (amount of the Government's maximum
liability as a special guarantor), which is certified below to have
become payable on this coupon.

(Signed)

Certificate of Trustees.

We certify that the sum of of which
is due from the Government of (name of guarantor Government)
..... as an ordinary guarantor, and the balance, *i.e.*,
constitutes the additional sum simultaneously guaranteed, has become payable on this coupon
to make good a deficit of in the funds provided for making the amorti-
sation payment to which this coupon relates.

Date (Signed)

[Distributed to the Council and
the Members of the League.]

Official No.: **C. 687. M. 288.** 1930. IX.
[C. P. D. 292 (2).]

Geneva, December 9th, 1930.

LEAGUE OF NATIONS

96

PREPARATORY COMMISSION
FOR THE DISARMAMENT CONFERENCE

DRAFT CONVENTION

Series of League of Nations Publications

IX. DISARMAMENT ✓
1930. IX. 8.

DRAFT CONVENTION¹

Article 1.

The High Contracting Parties agree to limit and, so far as possible, to reduce their respective armaments as provided in the present Convention.

PART I. — PERSONNEL.²

CHAPTER A. — EFFECTIVES.

Article 2.

The average daily effectives in the land, sea and air armed forces and formations organised on a military basis of each of the High Contracting Parties shall not exceed, in each of the categories of effectives defined in the tables annexed to this Chapter, the figure laid down for such party in the corresponding column of the said tables.

Article 3.

The average daily effectives are reckoned by dividing the total number of days' duty performed in each year by the number of days in such year.

Article 4.

By formations organised on a military basis shall be understood police forces of all kinds, gendarmerie, Customs officials, forest guards, which, whatever their legal purpose, are, in time of peace, by reason of their staff of officers, establishment, training, armament, equipment, capable of being employed for military purposes without measures of mobilisation, as well as any other organisation complying with the above condition.

By mobilisation, within the meaning of the present article, shall be understood all the measures for the purpose of providing the whole or part of the various corps, services and units with the personnel and material required to pass from a peace-time footing to a war-time footing.

¹ See general reservations by the **Turkish** Delegation, paragraph No. 41 of the Report.
German " " No. 42 "
Norwegian " " No. 43 "
Irish Free State " " No. 43 "

² See reservation by the **German** Delegation, paragraph No. 79 of the Report.

Tables annexed to Chapter A of Part I.¹

TABLES OF THE AVERAGE DAILY EFFECTIVES WHICH ARE NOT TO BE EXCEEDED
IN THE LAND ARMED FORCES.

Table I. — Maximum Land Armed Forces stationed in the Home Country.			Table II (optional). — Maximum Land Armed Forces stationed Overseas.			Table III. — Maximum of the total Land Armed Forces.			
High Contracting Parties	a Total effectives, including the effectives specified in columns b and c	b Officers	c Other effectives who have completed at least x ² months of service	a Total effectives, including the effectives specified in columns b and c	b Officers	c Other effectives who have completed at least x ² months of service	a Total effectives, including the effectives specified in columns b and c	b Officers	c Other effectives who have completed at least x ² months of service
A.									
B.									
C.									
D.									
..									

TABLES OF THE AVERAGE DAILY EFFECTIVES WHICH ARE NOT TO BE EXCEEDED IN THE LAND FORMATIONS ORGANISED ON A MILITARY BASIS.

Table IV. — Maximum Formations organised on a Military Basis stationed in the Home Country.			Table V. — Maximum formations organised on a Military Basis stationed Overseas.			
High Contracting Parties	a Total effectives, including the effectives specified in columns b and c	b Officers or officials ranking as officers	c Other effectives or officials who have completed at least x ² months of service	a Total effectives, including the effectives specified in columns b and c	b Officers or officials ranking as officers	c Other effectives or officials who have completed at least x ² months of service
A.						
B.						
C.						
D.						
..						

¹ On certain tables annexed to Chapter A of Part I, see reservations by the **French Delegation**, paragraph No. 65 of the Report.
German " " No. 73, 74 "
Italian " " No. 73, 75, 76 "
Turkish " " No. 77 "

² Note. — This figure will be determined by the duration of the longest period of service which is in force in the conscript land army of any High Contracting Party at the time of the signature of the Convention.

TABLES OF THE AVERAGE DAILY EFFECTIVES WHICH ARE NOT TO BE EXCEEDED IN THE SEA ARMED FORCES.

Table VI. — Maximum Sea Armed Forces.		Table VII. — Maximum Sea Formations organised on a Military Basis.
High Contracting Parties	Total effectives (officers, petty officers and men)	Total effectives (officers, petty officers and men and officials of every grade)
A.		
B.		
C.		
D.		
..		
..		

TABLES OF THE AVERAGE DAILY EFFECTIVES WHICH ARE NOT TO BE EXCEEDED IN THE AIR ARMED FORCES.

Table VIII (Optional). — Maximum Air Armed Forces stationed in the Home Country.		Table IX (optional). — Maximum Air Armed Forces stationed Overseas		Table X. — Maximum of the Total Air Armed Forces		
High Contracting Parties	a	b	a	b	a	b
	Total effectives, including the effectives specified in column b	Effectives who have completed at least z ² months of service (officers, non-commissioned officers and men)	Total effectives, including the effectives specified in column b	Effectives who have completed at least z ² months of service (officers, non-commissioned officers and men)	Total effectives, including the effectives specified in column b	Effectives who have completed at least z ¹ months of service (officers, non-commissioned officers and men)
A.						
B.						
C.						
D.						
..						
..						

TABLES OF THE AVERAGE DAILY EFFECTIVES WHICH ARE NOT TO BE EXCEEDED IN THE AIR FORMATIONS ORGANISED ON A MILITARY BASIS.

Table XI. — Maximum Air Formations organised on a Military Basis stationed in the Home Country.			Table XII. — Maximum Air Formations organised on a Military Basis stationed Overseas.	
High Contracting Parties	a	b	a	b
	Total effectives, including the effectives specified in column b	Effectives or officials who have completed at least z ¹ months of service (officers, non-commissioned officers, men and officials of every grade)	Total effectives, including the effectives specified in column b	Effectives or officials who have completed at least z ¹ months of service (officers, non-commissioned officers, men and officials of every grade)
A.				
B.				
C.				
D.				
..				
..				

¹ Note. — This figure will be determined by the duration of the longest period of service which is in force in the conscript air army of any High Contracting Party at the time of the signature of the Convention.

CHAPTER B. — PERIOD OF SERVICE

Article 5.

The provisions of this Chapter apply only to effectives recruited by conscription.

Article 6.

For each of the High Contracting Parties concerned, the maximum total periods of service to which the effectives recruited by conscription are liable in the land, sea or air armed forces or formations organised on a military basis respectively, shall not exceed the figures laid down for such party in the table annexed to this Chapter.

Article 7.

For each man, the total period of service is the total number of days comprised in the different periods of service which he is liable under the national law to perform.

Article 8.

As an exception, each of the High Contracting Parties concerned may exceed the limits which he has accepted by the table annexed to this Chapter in so far as, owing to a falling-off in the number of births, such an increase may be necessary to enable the maximum total number of effectives fixed in his case by the tables annexed to Chapter A of this part to be attained.

It is understood that any High Contracting Party which avails itself of this option will immediately notify the measures taken and the reasons justifying them to the other High Contracting Parties and to the Permanent Disarmament Commission referred to in Part VI of the present Convention.

Article 9.

In any case, the total period of service shall not exceed . . . months.

Table annexed to Chapter B of Part I.

High Contracting Parties	Maximum total period of service to which the effectives recruited by conscription are liable in the armed forces or formations organised on a military basis		
	Land	Sea	Air
A.			
B.			
C.			
D.			
.			
.			
.			

PART II. — MATERIAL.

CHAPTER A. — LAND ARMAMENTS.¹

Article 10.²

(Provisional text subject to the drafting of the Annex.)

The annual expenditure of each High Contracting Party on the upkeep, purchase and manufacture of war material for land armaments shall be limited to the figures laid down for such Party, and in accordance with the conditions prescribed, in the annex to this Article.

CHAPTER B. — NAVAL ARMAMENTS.^{3 4}

Article 11.^{5 6}

Throughout the duration of the present Convention, the global tonnage of the vessels of war of each of the High Contracting Parties, other than the vessels exempt from limitation under Annex I to this Chapter and the special vessels enumerated in Annex II, shall not exceed the figure laid down for such Party in Table I annexed to this Chapter.

Article 12.⁶

Table II annexed to this Chapter shows, by tonnage per category, the way in which each High Contracting Party intends to distribute during the period of application of the present Convention the global tonnage which is limited in the case of such Party to the figure laid down in Table I.

Article 13.

Within the limits of the global tonnage fixed for such Party in Table I, and failing any stricter conditions resulting from special conventions to which it is or may become a party, each of the High Contracting Parties may modify the distribution shown for it in Table II, subject to the following conditions :

(1) The tonnages by category shown for each High Contracting Party in Table II shall in no case be the object of increase beyond the figures shown for it in Table III annexed to this Chapter.

(2) Before the laying-down of the ship or ships for the construction of which the transferred tonnage has been assigned, due notice must be given to all the other High Contracting Parties and the Secretary-General and the Permanent Disarmament Commission, of the amount of tonnage transferred, the length of such notice being that laid down for each of the High Contracting Parties in Table III.

Article 14.

No capital ship shall exceed 35,000 tons (35,560 metric tons) standard displacement or carry a gun exceeding 16 inches (406 mm.) in calibre.

Article 15.

No aircraft carrier shall exceed 27,000 tons (27,432 metric tons) standard displacement or carry a gun with a calibre in excess of 8 inches (203 mm.).

No aircraft carrier of 10,000 tons (10,160 metric tons) or less standard displacement shall carry a gun exceeding 6.1 inches (155 mm.) in calibre.

¹ See reservation by the American Delegation, paragraph No. 94 of the Report.

German	„	„	No. 102 and 103	„
Turkish	„	„	No. 99	„

² Note. — In pronouncing on this Article, the Governments will take into account at the Conference the report requested from the Committee of Budgetary Experts, which will have been forwarded to them in order to permit of the drawing up of the annex to this Article.

The Preparatory Commission, by sixteen votes to three and six abstentions, adopted the principle of limitation by expenditure. It also discussed the following resolution:

“ The Preparatory Commission is of opinion that the principle of direct limitation should be applied to land war material.”

When this resolution was put to the vote, there were nine votes in favour, nine against and seven abstentions.

Lastly, it examined the principle of a combination of the two methods. Nine members of the Commission voted in favour of this principle; eleven voted against and five abstained.

³ Note. — Such figures and dates as appear in this Chapter are only given as an illustration; most of them correspond to the figures and dates laid down in the Treaties of Washington and London.

⁴ See general reservation by the German Delegation, paragraph No. 109 of the Report.

Italian	„	„	No. 108	„
---------	---	---	---------	---

⁵ See reservation by the Yugoslav Delegation, paragraph No. 116 of the Report.

⁶ See reservation by the Italian Delegation, paragraph No. 112 of the Report.

If the armament carried includes guns exceeding 6.1 inches (155 mm.) in calibre, the total number of guns carried, except anti-aircraft guns and guns not exceeding 5.1 inches (130 mm.), shall not exceed ten. If, alternatively, the armament contains no guns exceeding 6.1 inches (155 mm.) in calibre, the number of guns is not limited. In either case, the number of anti-aircraft guns and of guns not exceeding 5.1 inches (130 mm.) in calibre, is not limited.

Article 16.

No submarine shall exceed 2,000 tons (2,032 metric tons) standard displacement or carry a gun exceeding 5.1 inches (130 mm.) in calibre.

Article 17.

No vessel of war exceeding the limitations as to displacement or armament prescribed by the present Convention shall be acquired by, or constructed by, for or within the jurisdiction of any of the High Contracting Parties.

Article 18.

In regard to the replacement of the vessels of war limited by the present Convention, the High Contracting Parties will comply with the rules set out in Annex IV to this Chapter.

Article 19.¹

No preparation shall be made in merchant ships in time of peace for the installation of warlike armaments for the purpose of converting such ships into vessels of war, other than the necessary stiffening of decks for the mounting of guns not exceeding 6.1 inches (155 mm.) in calibre.

Article 20.

In the event of a High Contracting Party's being engaged in war, such Party shall not use as a vessel of war any vessel of war which may be under construction within its jurisdiction for any other Power, or which may have been constructed within its jurisdiction for another Power and not delivered.

Article 21.

Each of the High Contracting Parties undertakes not to dispose, by gift, sale, or any mode of transfer, of any vessel of war in such a manner that such vessel may become a vessel of war in the navy of any foreign Power.

Article 22.

Any vessels of war which have to be disposed of as being surplus to the tonnage figures allowed by the present Convention shall be disposed of in accordance with the rules set out in Annex V to this Chapter.

Article 23.

Existing ships of various types, which, prior to April 1st, 1930, have been used as stationary training establishments or hulks, may be retained in a non-seagoing condition.

Article 24.^{2 3}

(Provisional text, subject to the drafting of the Annex.)

The annual expenditure of each High Contracting Party on the upkeep, purchase and manufacture of war material for naval armaments shall be limited to the figures laid down for such Party, and in accordance with the conditions prescribed, in Annex . . .

* * *

Note. — The two following articles appear in Part III of the London Naval Treaty, and are quoted as examples of supplementary restrictions which certain High Contracting Parties may be prepared to accept:⁴

Article ...

" Not more than 25 per cent of the allowed total tonnage in the cruiser category may be fitted with a landing-on platform or deck for aircraft. "

Article ...

" In the destroyer category, not more than 16 per cent of the allowed total tonnage shall be employed in vessels of over 1,500 tons (1,524 metric tons) standard displacement. "

* * *

¹ See reservation by the Japanese Delegation, paragraph No. 134 of the Report.

² In pronouncing on this Article, the Governments will take into account at the Conference the report requested from the Committee of Budgetary Experts, which will have been forwarded to them in order to permit of the drawing up of the Annex to this Article.

³ See reservation by the French Delegation, paragraph No. 139 of the Report.

Japanese	"	"	No. 140	"
German	"	"	No. 141	"

British and Italian Delegations, paragraph No. 142 of the Report.

⁴ See reservation by the Greek and Spanish Delegations, paragraph 143 of the Report.

Tables annexed to Chapter B of Part II.

Table I.

High Contracting Party	Global Tonnage
A.	
B.	
C.	
D.	
E.	
F.	
G.	
.	
.	

Table II.

Categories (defined in Annex III)	High Contracting Parties									
	A	B	C	D	E	F	G	.	.	
(a) Capital ships.										
(i)										
(ii) ¹										
(b) Aircraft-carriers.										
(cd) Light surface vessels										
	(c) Cruisers.									
	(i) Guns of more than 6.1 inches (155 mm.)									
(ii) Guns of 6.1 inches and less (155 mm.)										
(d) Destroyers.										
(e) Submarines.										

Table III. — Rules for Transfer.

The figures to be entered in this table will be calculated on the following principles:

1. Account must be taken of the special circumstances of each Power, and of the classes of ships involved in the transfer.
2. Powers whose total tonnage does not exceed 100,000 tons² will have full freedom of transfer as regards surface ships.
3. As regards the other Powers, the amount of the transfer should vary in inverse ratio to the amount of the total (global) tonnage of each of them.

¹ For Parties who do not possess any capital ship of a standard displacement exceeding 8,000 tons (8,128 metric tons).

² This figure is given as an illustration.

Annexes to Chapter B of Part II.

Annex I.

EXEMPT VESSELS.

Subject to any special agreements which may submit them to limitation, the following vessels are exempt from limitation:

- (a) Naval surface combatant vessels of 600 tons (610 metric tons) standard displacement and under;
- (b) Naval surface combatant vessels exceeding 600 tons (610 metric tons), but not exceeding 2,000 tons (2,032 metric tons) standard displacement, provided they have none of the following characteristics:

- (1) Mount a gun above 6.1-inch (155 mm.) calibre;
- (2) Mount more than four guns above 3-inch (76 mm.) calibre;
- (3) Are designed or fitted to launch torpedoes;
- (4) Are designed for a speed greater than twenty knots.

(c) Naval surface vessels not specifically built as fighting ships which are employed on fleet duties or as troop transports or in some other way than as fighting ships, provided they have none of the following characteristics:

- (1) Mount a gun above 6.1-inch (155 mm.) calibre;
- (2) Mount more than four guns above 3-inch (76 mm.) calibre;
- (3) Are designed or fitted to launch torpedoes;
- (4) Are designed for a speed greater than twenty knots;
- (5) Are protected by armour plate;
- (6) Are designed or fitted to launch mines;
- (7) Are fitted to receive aircraft on board from the air;
- (8) Mount more than one aircraft-launching apparatus on the centre line: or two, one on each broadside;
- (9) If fitted with any means of launching aircraft into the air, are designed or adopted to operate at sea more than three aircraft.

Annex II.

LIST OF SPECIAL VESSELS.

.....

Annex III.

DEFINITIONS.

For the purposes of the present Convention, the following expressions are to be understood in the sense defined in this Annex:

(a) *Capital Ships.*

(i) Vessels of war, not aircraft carriers, whose displacement exceeds 10,000 tons (10,160 metric tons) standard displacement, or which carry a gun with a calibre exceeding 8 inches (203 mm.).

(ii) For Parties who do not possess any capital ship exceeding 8,000 tons (8,128 metric tons) standard displacement:

Vessels of war not exceeding 8,000 tons (8,128 metric tons) standard displacement and the calibre of whose guns exceeds 8 inches (203 mm.).

(b) *Aircraft Carriers.*

Surface vessels of war, whatever their displacement, designed for the specific and exclusive purpose of carrying aircraft and so constructed that aircraft can be launched therefrom and landed thereon.

(c) *Cruisers.*

Surface vessels of war, other than capital ships or aircraft carriers, the standard displacement of which exceeds 1,850 tons (1,880 metric tons) or with a gun above 5.1 inches (130 mm.) calibre.

The cruiser category is divided into two sub-categories as follows:

- (i) Cruisers carrying a gun above 6.1 inches (155 mm.) calibre.
- (ii) Cruisers not carrying a gun above 6.1 inches (155 mm.) calibre.

(d) *Destroyers.*

Surface vessels of war, the standard displacement of which does not exceed 1,850 tons (1,880 metric tons) and with a gun not above 5.1 inches (130 mm.) calibre.

(cd) *Light Surface Vessels.*

Surface vessels of war, other than aircraft carriers, the standard displacement of which does not exceed 10,000 tons (10,160 metric tons), and with guns not exceeding 8 inches (203 mm.) calibre.

The category of light surface vessels is divided into two categories, as follows:

- (i) Vessels carrying a gun above 6.1 inches (155 mm.) calibre.
- (ii) Vessels not carrying a gun above 6.1 inches (155 mm.) calibre.

Standard Displacement.

1. The standard displacement of a surface vessel is the displacement of the vessel complete, fully manned, engined and equipped ready for sea, including all armament and ammunition, equipment, outfit, provisions and fresh water for crew, miscellaneous stores and implements of every description that are intended to be carried in war, but without fuel or reserve feed water on board.

2. The standard displacement of a submarine is the surface displacement of the vessel complete (exclusive of the water in non-watertight structure), fully manned, engined and equipped ready for sea, including all armament and ammunition, equipment, outfit, provisions for crew, miscellaneous stores and implements of every description that are intended to be carried in war, but without fuel, lubricating oil, fresh water or ballast water of any kind on board.

3. Each naval combatant vessel shall be rated at its displacement tonnage when in the standard condition. The word "ton," except in the expression "metric tons," shall be understood to be the ton of 2,240 pounds (1,016 kilos.).

Annex IV.

RULES FOR REPLACEMENT.

1. Except as provided in paragraph 4 of this Annex, no vessel limited by this Convention shall be replaced until it becomes "over-age".

2. A vessel shall be deemed to be "over-age" when the following number of years have elapsed since the date of its completion:

(a) Capital ships: 20¹ years, subject to special provision as may be necessary for the replacement of existing ships.

(b) Aircraft-carriers: 20 years, subject to special provision as may be necessary for existing ships.

(c) Surface vessels exceeding 3,000 tons (3,048 metric tons) but not exceeding 10,000 tons (10,160 metric tons) standard displacement:

(i) If laid down before January 1st, 1920, 16 years;

(ii) If laid down after December 31st, 1919, 20 years.

(d) Surface vessels not exceeding 3,000 tons (3,048 metric tons) standard displacement:

(i) If laid down before January 1st, 1921, 12 years;

(ii) If laid down after December 31st, 1920, 16 years.

(e) Submarines: 13 years.

3. The keels of replacement tonnage shall not be laid down more than three years before the year in which the vessel to be replaced becomes "over-age": but this period is reduced to two years in the case of any replacement surface vessel not exceeding 3,000 tons (3,048 metric tons) standard displacement.

The right of replacement is not lost by delay in laying down replacement tonnage.

4. In the event of loss or accidental destruction, a vessel may be replaced immediately; but such replacement tonnage shall be subject to the limits of displacement and to the other provisions of this Convention.

Annex V.

RULES FOR DISPOSAL OF VESSELS OF WAR.

The present Convention provides for the disposal of vessels of war in the following ways:

- (1) By scrapping (sinking or breaking up);
- (2) By converting the vessel to a hulk;
- (3) By converting the vessel to target use exclusively;
- (4) By retaining the vessel exclusively for experimental purposes;
- (5) By retaining the vessel exclusively for training purposes.

Any vessel of war to be disposed of may either be scrapped or converted to a hulk at the option of the High Contracting Party concerned.

Vessels which have been retained for target, experimental or training purposes, shall finally be scrapped or converted to hulks.

Section I. — Vessels to be scrapped.

(a) A vessel to be disposed of by scrapping, by reason of its replacement, must be rendered incapable of warlike service within six months of the date of the completion of its successor, or of the first of its successors if there are more than one. If, however, the completion of the new vessel or vessels be delayed, the work of rendering the old vessel incapable of warlike service shall, nevertheless, be completed within four and a-half years from the date of laying the keel of the new vessel, or of the first of the new vessels; but should the new vessel, or any of the new vessels, be a surface vessel not exceeding 3,000 tons (3,048 metric tons) standard displacement, this period is reduced to three and a-half years.

(b) A vessel to be scrapped shall be considered incapable of warlike service when there shall have been removed and landed or else destroyed in the ship:

- (1) All guns and essential parts of guns, fire control tops and revolving parts of all barbettes and turrets;

¹ Under the London Treaty, certain Powers agreed not to exercise their rights to lay down the keels of capital ship replacement tonnage during the years 1931 to 1936 inclusive, as provided in the Washington Treaty.

- (2) All hydraulic or electric machinery for operating turrets;
- (3) All fire-control instruments and range-finders;
- (4) All ammunition, explosives, mines and mine rails;
- (5) All torpedoes, war heads, torpedo-tubes and training-racks;
- (6) All wireless telegraphy installations;
- (7) All main propelling machinery, or alternatively the armoured conning-tower and all side armour-plate;
- (8) All aircraft cranes, derricks, lifts and launching apparatus. All landing-on or flying-off platforms and decks, or alternatively all main propelling machinery;
- (9) In addition, in the case of submarines, all main storage batteries, air compressor plants and ballast pumps.

(c) Scrapping shall be finally effected in either of the following ways, within twelve months of the date of which the work of rendering the vessel incapable of warlike service is due for completion:

- (1) Permanent sinking of the vessel;
- (2) Breaking the vessel up; this shall always include the destruction or removal of all machinery, boilers and armour, and all deck, side and bottom-plating.

Section II. — Vessels to be converted to Hulks.

A vessel to be disposed of by conversion to a hulk shall be considered finally disposed of when the conditions prescribed in Section I, paragraph (b), of this Annex, have been complied with, omitting sub-paragraphs (6), (7) and (8), and when the following have been effected:

- (1) Mutilation beyond repair of all propeller-shafts, thrust-blocks, turbine-gearing or main propelling-motors and turbines or cylinders of main engines;
- (2) Removal of propeller-brackets;
- (3) Removal and breaking up of all aircraft-lifts, and the removal of all aircraft-cranes, derricks and launching apparatus.

The vessel must be put in the above condition within the same limits of time as provided in Section I for rendering a vessel incapable of warlike service.

Section III. — Vessels to be converted to Target Use.

(a) A vessel to be disposed of by conversion to target use exclusively shall be considered incapable of warlike service when there have been removed and landed, or rendered unserviceable on board, the following:

- (1) All guns;
- (2) All fire-control tops and instruments and main fire-control communication wiring;
- (3) All machinery for operating gun-mountings or turrets;
- (4) All ammunition, explosives, mines, torpedoes and torpedo-tubes;
- (5) All aviation facilities and accessories.

The vessel must be put into the above conditions within the same limits of time as provided in Section I for rendering a vessel incapable of warlike service.

(b) Each High Contracting Party is permitted to retain, for target use exclusively, at any one time:

- (1) Not more than three vessels (cruisers or destroyers), but of these three vessels only one may exceed 3,000 tons (3,048 metric tons) standard displacement;
- (2) One submarine.

(c) On retaining a vessel for target use, the High Contracting Party concerned undertakes not to re-condition it for warlike service.

Section IV. — Vessels retained for Experimental Purposes.

(a) A vessel to be disposed of by conversion to experimental purposes exclusively shall be dealt with in accordance with the provisions of Section III (a) of this Annex.

(b) Without prejudice to the general rules, and provided that due notice be given to the other High Contracting Parties, reasonable variation from the conditions prescribed in Section III (a) of this Annex, in so far as may be necessary for the purposes of a special experiment, may be permitted as a temporary measure.

Any High Contracting Party taking advantage of this provision is required to furnish full details of any such variation and the period for which they will be required.

(c) Each High Contracting Party is permitted to retain for experimental purposes exclusively at any one time:

- (1) Not more than two vessels (cruisers or destroyers), but of these two vessels only one may exceed 3,000 tons (3,048 metric tons) standard displacement;
- (2) One submarine.

(d) On retaining a vessel for experimental purposes, the High Contracting Party concerned undertakes not to re-condition it for warlike service.

Section V. — Vessels retained for Training Purposes.

(a) The following vessels may be retained, for training purposes exclusively, by the High Contracting Parties concerned:

.....
.....

(b) Vessels retained for training purposes under the provisions of paragraph (a) shall, within six months of the date on which they are required to be disposed of, be dealt with as follows:

1. *Capital Ships.*

The following is to be carried out:

- (1) Removal of main-armament guns, revolving parts of all barbetstes and turrets; machinery for operating turrets; but three turrets with their armament may be retained in each ship;
- (2) Removal of all ammunition and explosives in excess of the quantity required for target-practice training for the guns remaining on board;
- (3) Removal of conning-tower and the side-armour belt between the foremost and aftermost barbetsstes;
- (4) Removal or mutilation of all torpedo-tubes;
- (5) Removal or mutilation on board of all boilers in excess of the number required for a maximum speed of eighteen knots.

2. *Other Surface Vessels.*

The following is to be carried out:

- (1) Removal of one-half of the guns, but four-guns of main calibre may be retained on each vessel;
- (2) Removal of all torpedo-tubes;
- (3) Removal of all aviation facilities and accessories;
- (4) Removal of one-half of the boilers.

(c) The High Contracting Party concerned undertakes that vessels retained in accordance with the provisions of this Section shall not be used for any combatant purpose.

CHAPTER C. — AIR ARMAMENTS.

Article 25.^{1 2}

The number and total horse-power of the aeroplanes, capable of use in war, in commission and in immediate reserve in the land, sea and air armed forces of each of the High Contracting Parties shall not exceed the figures laid down for such Party in the corresponding columns of Table I annexed to this Chapter.

The number and total horse-power of the aeroplanes, capable of use in war, in commission and in immediate reserve in the land, sea and air formations organised on a military basis of each of the High Contracting Parties shall not exceed the figures laid down for such Party in the corresponding columns of Table II annexed to this Chapter.

Article 26.^{1 2}

The number, total horse-power and total volume of dirigibles, capable of use in war, in commission in the land, sea and air armed forces of each of the High Contracting Parties shall not exceed the figures laid down for such Party in the corresponding columns of Table III annexed to this Chapter.

The number, total horse-power and total volume of dirigibles capable of use in war, in commission in the land, sea and air formations organised on a military basis of each of the High Contracting Parties shall not exceed the figures laid down for such Party in the corresponding columns of Table IV annexed to this Chapter.

Article 27.

Horse-power shall be measured according to the following rules
The volume of dirigibles shall be expressed in cubic metres.

Article 28.

1. The High Contracting Parties shall refrain from prescribing the embodiment of military features in the construction of civil aviation material, so that this material may be constructed for purely civil purposes, more particularly with a view to providing the greatest possible measure of security and the most economic return. No preparations shall be made in civil aircraft in time of peace for the installation of warlike armaments for the purpose of converting such aircraft into military aircraft.

2. The High Contracting Parties undertake not to require civil aviation enterprises to employ personnel specially trained for military purposes. They undertake to authorise only as a provisional and temporary measure the seconding of personnel to, and the employment of military aviation material in, civil aviation undertakings. Any such personnel or military material which may thus be employed in civil aviation of whatever nature shall be included in the limitation applicable to the High Contracting Party concerned in virtue of Part I, or Articles 25 and 26, of the present Convention, as the case may be.³

3. The High Contracting Parties undertake not to subsidise, directly or indirectly, air lines principally established for military purposes instead of being established for economic, administrative or social purposes.

4. The High Contracting Parties undertake to encourage as far as possible the conclusion of economic agreements between civil aviation undertakings in the different countries and to confer together to this end.

¹ See reservation by the German Delegation, paragraph No. 148 of the Report.

² See reservation by the Turkish Delegation, paragraph No. 149 of the Report.

³ See reservation by the Canadian Delegation, paragraph No. 163 of the Report.

Tables annexed to Chapter C of Part II.¹

Table I. — Aeroplanes of the Land, Sea and Air Armed Forces.								Table II. — Aeroplanes of the Land, Sea and Air Formations organised on a Military Basis.						
High Contracting Parties	a		b		c		d		a		b		c	
	Total aeroplanes of the armed forces		<i>(Optional)</i> Aeroplanes stationed in the home country		<i>(Optional)</i> Aeroplanes stationed overseas		<i>(Optional)</i> Aeroplanes in aircraft carriers		Total aeroplanes of the forces organised on a military basis		<i>(Optional)</i> Aeroplanes stationed in the home country		<i>(Optional)</i> Aeroplanes stationed overseas	
	Number	Total horse-power	Number	Total horse-power	Number	Total horse-power	Number	Total horse-power	Number	Total horse-power	Number	Total horse-power	Number	Total horse-power
A.														
B.														
C.														
D.														
.														

Table III. — Dirigibles of the Land, Sea and Air Forces.											Table IV. — Dirigibles of the Land, Sea and Air Formations organised on a Military Basis.										
High Contracting Parties	a.			b			c			d			a.			b			c		
	Total dirigibles of the armed forces			<i>(Optional)</i> Dirigibles stationed in the home country			<i>(Optional)</i> Dirigibles stationed overseas			<i>(Optional)</i> Dirigibles in aircraft carriers			Total dirigibles of the formations organised on a military basis			<i>(Optional)</i> Dirigibles stationed in the home country			<i>(Optional)</i> Dirigibles stationed overseas		
	Number	Total horse-power	Total volume	Number	Total horse-power	Total volume	Number	Total horse-power	Total volume	Number	Total horse-power	Total volume	Number	Total horse-power	Total volume	Number	Total horse-power	Total volume	Number	Total horse-power	Total volume
A.																					
B.																					
C.																					
D.																					
.																					

¹ See reservation by the German Delegation, paragraph No. 155 of the Report.
 Turkish " " No. 156 "
 Italian " " No. 73 and 155 "

PART III. — BUDGETARY EXPENDITURE.¹

Article 29.²

(Provisional text subject to the drafting of the Annex.)

The total annual expenditure of each of the High Contracting Parties on his land, sea and air forces and formations organised on a military basis shall be limited to the figure laid down for such Party and in accordance with the conditions prescribed in the Annex. . . .

¹ See reservation by the German Delegation, paragraph No. 18a of the Report.
American " " No. 18r "

² Note. — In pronouncing on this Article, and in particularly as regards the possibility of a distinct limitation of the expenditure on land, sea and air forces, the Governments will take into account at the Conference the report requested from the Committee of Budgetary Experts, which will have been forwarded to them in order to permit of the drawing up of Annex...

PART IV. — EXCHANGE OF INFORMATION.

Article 30.

For each category of effectives defined in the model tables annexed to this Article, the exchange of information each year shall apply to the average daily number of effectives reached during the preceding year in the land, sea and air armed forces and formations organised on a military basis of each of the High Contracting Parties.

For this purpose, each of the High Contracting Parties will forward to the Secretary-General of the League of Nations, within..... months after the end of each year, the necessary information to enable the said tables to be drawn up in the case of such Party. Each Party shall attach to this statement an explanatory note showing the elements on which the figures supplied are based, and stating, in particular, for each sort of effectives (recruits, militiamen, reservists, territorials, etc.) the number of these effectives and the number of days' service they have performed.

The said tables shall be drawn up and published with the explanatory note referred to above by the Secretary-General not later than..... in each year.

Model Tables annexed to Article 30 (Part IV).¹

MODEL TABLES OF THE AVERAGE DAILY NUMBER OF EFFECTIVES REACHED DURING THE YEAR IN THE LAND ARMED FORCES
AND LAND FORMATION ORGANISED ON A MILITARY BASIS.

	Table I. — Land Armed Forces Stationed in the Home Country.					Table III. — Total Land Armed Forces.					Table IV. — Formations organised on a Military Basis.				
	a.	b.	c.	d.	e.	a.	b.	c.	d.	e.	a.	b.	c.	d.	e.
High Contracting Parties	Total effectives, including the effectives specified separately in this Table	Officers	Other effectives who have completed at least x ² months of service	Soldiers whose period of service has exceeded the legal period of service but is less than x ² months (<i>information to be supplied only for effectives recruited by conscription</i>)	(Optional statement.) <i>Recruits not trained as defined in the national legislation</i>	Total effectives, including the effectives specified separately in this Table	Officers	Other effectives who have completed at least x ² months of service	Soldiers whose period of service has exceeded the legal period of service but is less than x ² months (<i>information to be supplied only for effectives recruited by conscription</i>)	(Optional statement.) <i>Recruits not trained as defined in the national legislation</i>	Total effectives, including the effectives specified separately in this Table	Officers or officials ranking as officers	Other effectives or officials who have completed at least x ² months of service	Soldiers or officials whose period of service has exceeded the legal period of service but is less than x ² months (<i>information to be supplied only for effectives recruited by conscription</i>)	(Optional statement.) <i>Recruits not trained as defined in the national legislation</i>
A.															
B.															
C.															
D.															
.															
.															

Table II. — Land Armed forces Stationed Overseas.

Table V. — Formations organised on a Military Basis stationed Overseas.

High Contracting Parties	Overseas territory	Table II. — Land Armed forces Stationed Overseas.					Table V. — Formations organised on a Military Basis stationed Overseas.				
		a	b	c	d	e	a	b	c	d	e
		Total effectives, including the effectives specified separately in this Table	Officers	Other effectives who have completed at least x ² months of service	Soldiers whose period of service has exceeded the legal period of service but is less than x ² months (information to be supplied only for effectives recruited by conscription)	(Optional statement.) (Recruits not trained as defined in the national legislation)	Total effectives, including the effectives specified separately in this Table	Officers or officials ranking as officers	Other effectives or officials who have completed at least x ² months of service	Soldiers or officials whose period of service has exceeded the legal period of service but is less than x ² months (information to be supplied only for effectives recruited by conscription)	(Optional statement.) (Recruits not trained as defined in the national legislation)
A	M N O P ...										
B	... R S T ...										

¹ See reservations concerning the tables annexed to Article 29 by the **British Empire Delegation**, paragraph No. 190 of the Report.
French " " No. 189 "
German " " No. 187 "
Japanese " " No. 191 "
Turkish " " No. 188 and 77 "

² Note. — This figure will be determined by the duration of the longest period of service which is in force in the conscript army of any High Contracting Party at the time of the signature of the Convention.

MODEL TABLES OF THE AVERAGE DAILY NUMBER OF EFFECTIVES REACHED DURING THE YEAR IN THE NAVAL FORCES.

Table VI. — Naval Forces.					Table VII. — Sea Formations organised on a Military Basis.			
High Contracting Parties	a. Total effectives, including effectives specified separately in this Table	b. Officers	c. Other effectives who have completed at least y ¹ months of service	d. <i>(Optional statement.) Recruits not trained as defined in the national legislation</i>	a. Total effectives, including effectives specified separately in this Table	b. Officers	c. Other effectives who have completed at least y ¹ months of service	d. <i>(Optional statement.) Recruits not trained as defined in the national legislation</i>
A.								
B.								
C.								
D.								
.								
.								

¹ Note.— This figure will be determined by the duration of the longest period of service which is in force in the conscript Navy army of any High Contracting Party at the time of the signature of the Convention

MODEL TABLES OF THE AVERAGE DAILY NUMBER OF EFFECTIVES REACHED DURING THE YEAR IN THE AIR ARMED FORCES.

Table VIII. — Air Armed Forces stationed in the Home Country.				Table IX. — Air Armed Forces stationed Overseas.			Table X. — Total Air Armed Forces.		
High Contracting Parties.	a	b	c	a	b	c	a	b	c
	Total effectives, including the effectives specified separately in this Table	Effectives who have completed at least x^1 months of service (officers, non-commissioned officers and men)	<i>(Optional statement.) Recruits not trained as defined in the national legislation</i>	Total effectives, including the effectives specified separately in this Table	Effectives who have completed at least x^1 months of service (officers, non-commissioned officers and men)	<i>(Optional statement.) Recruits not trained as defined in the national legislation</i>	Total effectives, including the effectives specified separately in this Table	Effectives who have completed at least x^1 months of service (officers, non-commissioned officers and men)	<i>(Optional statement.) Recruits not trained as defined in the national legislation</i>
A.									
B.									
C.									
D.									

MODEL TABLES OF THE AVERAGE DAILY NUMBER OF EFFECTIVES REACHED DURING THE YEAR IN THE AIR FORMATIONS ORGANISED ON A MILITARY BASIS.

Table XI. — Air Formations organised on a Military Basis stationed in the Home Country.				Table XII. — Air Formations organised on a Military Basis stationed Overseas.		
High Contracting Parties	a	b	c	a	b	c
	Total effectives, including the effectives specified separately in this Table.	Effectives who have completed at least x^1 months of service (officers, non-commissioned officers and men and officials of all grades)	<i>(Optional statement.) Recruits not trained as defined in the national legislation</i>	Total effectives, including the effectives specified separately in this Table.	Effectives who have completed at least x^1 months of service (officers, non-commissioned officers and men and officials of all grades)	<i>(Optional statement.) Recruits not trained as defined in the national legislation</i>
A.						
B.						
C.						
D.						

¹ Note. — This figure will be determined by the duration of the longest period of service which is in force in the conscript air force of any High Contracting Party at the time of the signature of the Convention.

*Article 31*¹.

If any youths have compulsorily received, during any year, preparatory military training within the jurisdiction of any High Contracting Party, such Party shall communicate to the Secretary-General of the League of Nations, within *x* months after the end of each year, the number of youths who have received such instruction.

The above information shall be published by the Secretary-General not later than in each year.

Article 32.

The High Contracting Parties concerned shall forward to the Secretary-General of the League of Nations at the end of each year the following information as to the provisions of their law relating to the effectives recruited by conscription in their land, sea and air forces and formations organised on a military basis respectively;

- (1) The total number of days comprised in the first period of service;
- (2) The total duration in days of the ensuing periods.

The above information shall be published by the Secretary-General not later than in each year.

Article 33^{2 3}.

Each of the High Contracting Parties shall, within months from the end of each budgetary year, communicate to the Secretary-General of the League of Nations a statement drawn up in accordance with a standard model, showing by categories of materials the total actual expenditure in the course of the said year on the upkeep, purchase and manufacture of war materials of the land and sea armed forces and formations organised on a military basis of such Party.

The information contained in this statement shall be published by the Secretary-General not later than in each year.

Article 34.

Within one month after the date of laying down and the date of completion respectively of each vessel of war, other than the vessels exempt from limitation under Annex I to Chapter B of Part II, laid down or completed by or for them or within their jurisdiction after the coming into force of the present Convention, the High Contracting Parties shall communicate to the Secretary-General of the League of Nations the information detailed below:

- (a) The date of laying down the keel and the following particulars:

Classification of the vessel and for whom built (if not for the High Contracting Party);
Standard displacement in tons and metric tons;
Principal dimensions—namely, length of water-line, extreme beam at or below water-line;
Mean draught at standard displacement;
Calibre of the largest gun.

- (b) The date of completion, together with the foregoing particulars relating to the vessel at that date.

The above information shall be immediately communicated by the Secretary-General to all the High Contracting Parties and shall be published by the Secretary-General not later than in each year.

Article 35.

Each of the High Contracting Parties shall communicate to the Secretariat of the League of Nations the name and the tonnage of any vessel constructed in accordance with Article 19. (Chapter II). With regard to existing vessels of this type, this communication shall be made within two months after ratification of the present Convention. With regard to vessels to be constructed, the communication shall be made on the date of completion.

¹ See reservation by the German Delegation, paragraph No. 194 of the Report.
Italian " " No. 194 " "

² See reservation by the German Delegation, paragraph No. 201 of the Report.

³ Note. — In giving an opinion on this Article, the Governments will take into account the report requested from the Committee of Budgetary Experts regarding the number and nature of the categories to be laid down and the methods of publicity thus adopted in connection with the provisions of the annex regarding limitation referred to in Article 9 of the present Convention.

*Article 36.*¹

For each of the categories of aircraft defined in the model tables annexed to this Article, the exchange of information shall apply to the maximum figures attained in each year in respect of the number and total horse-power, and for dirigibles the total volume, by the aircraft referred to in Articles 25 and 26 of the present Convention.

For this purpose, each of the High Contracting Parties will forward to the Secretary-General of the League of Nations within months after the end of each year the necessary information to enable the said tables to be drawn up in the case of such Party.

The tables referred to in the preceding paragraph shall be drawn up and published by the Secretary-General not later than in each year.

¹ See reservations by the German Delegation, paragraph No. 206 of the Report.

Model Tables annexed to Article 36. ¹

Model Table I. — Aeroplanes of the Land, Sea and Air Armed Forces.									Model Table II. — Aeroplanes of the Land, Sea and Air Formations organised on a Military Basis.					
High Contracting Parties	a Total aeroplanes of the armed forces		b <i>(Optional)</i> Aeroplanes stationed in the home country		c <i>(Optional)</i> Aeroplanes stationed overseas		d <i>(Optional)</i> Aeroplanes in aircraft carriers		a Total aeroplanes of the forces organised on a military basis		b <i>(Optional)</i> Aeroplanes stationed in the home country		c <i>(Optional)</i> Aeroplanes stationed overseas	
	Number	Total horse-power	Number	Total horse-power	Number	Total horse-power	Number	Total horse-power	Number	Total horse-power	Number	Total horse-power	Number	Total horse-power
A. B. C. D. .														

Model Table III. — Dirigibles of the Land, Sea and Air Forces.									Model Table IV. — Dirigibles of the Land, Sea and Air Formations organised on a Military Basis.												
High Contracting Parties	a. Total dirigibles of the armed forces			b. <i>(Optional)</i> Dirigibles stationed in the home country			c. <i>(Optional)</i> Dirigibles stationed overseas			d. <i>(Optional)</i> Dirigibles in aircraft carriers			a. Total dirigibles of the formations organised on a military basis			b. <i>(Optional)</i> Dirigibles stationed in the home country			c. <i>(Optional)</i> Dirigibles stationed overseas		
	Number	Total horse-power	Total volume	Number	Total horse-power	Total Volume	Number	Total horse-power	Total Volume	Number	Total horse-power	Total volume	Number	Total horse-power	Total volume	Number	Total horse-power	Total volume	Number	Total horse-power	Total volume
A. B. C. D. .																					

¹ See reservation by the German Delegation, paragraph No. 206 and 155 of the Report.
 Turkish " " No. 207 and 77 "

*Article 37.*¹

In order to ensure publicity as regards civil aviation, each of the High Contracting Parties shall indicate within *x* months after the end of each year to the Secretary-General of the League of Nations the number and total horse-power of civil aeroplanes and dirigibles registered within the jurisdiction of such Party. Each Party shall also indicate the amounts expended on civil aviation by the Government and by local authorities.

The above information shall be published by the Secretary-General not later than..... in each year.

*Article 38.*²

Each of the High Contracting Parties shall communicate to the Secretary-General of the League of Nations within..... months of the end of each budgetary year a statement drawn up in accordance with the standard model annexed to this Article³ showing the total amounts actually expended in the course of the said year on the land, sea and air armaments of such Party.

The information supplied in this statement shall be published by the Secretary-General not later than..... in each year.

¹ See reservation by the German Delegation, paragraph No. 212 of the Report.

² See reservation by the German Delegation, paragraph No. 215 of the Report.

³ Note. — In drawing up this annex, the Conference will have before it the standard model statement which will be submitted to it by the Committee of Budgetary Experts.

PART V. — CHEMICAL ARMS.¹

Article 39.

The High Contracting Parties undertake, subject to reciprocity, to abstain from the use in war of asphyxiating, poisonous or similar gases, and of all analogous liquids, substances or processes.

They undertake unreservedly to abstain from the use of all bacteriological methods of warfare.

¹ See reservations by the German Delegation, paragraph No. 229 and 230 of the Report.

PART VI. — MISCELLANEOUS PROVISIONS.

CHAPTER A. — PERMANENT DISARMAMENT COMMISSION.

*Article 40.*¹

There shall be set up at the seat of the League of Nations a Permanent Disarmament Commission with the duty of following the execution of the present Convention. It shall consist of x (figure to be fixed by the Conference) members appointed respectively by the Governments of (list to be drawn up by the Conference).

Members of the Commission shall not represent their Governments. They shall be appointed for x years, but shall be re-eligible. During their term of office, they may be replaced only on, death or in the case of voluntary resignation or serious and permanent illness.

They may be assisted by technical experts.

Article 41.

The Commission shall meet for the first time, on being summoned by the Secretary-General of the League of Nations, within three months from the entry into force of the present Convention, to elect a provisional President and Vice-President and to draw up its Rules of Procedure.

Thereafter it shall meet annually in ordinary session on the date fixed in its Rules of Procedure.

It may also, if summoned by its President, meet in extraordinary session in the cases provided for in the present Convention and whenever an application to that effect is made by a High Contracting Party.

Article 42.

The Commission shall have full power to lay down its own Rules of Procedure on the basis of the provisions of the present Convention.

Article 43.

The Commission may only transact business if at least two-thirds of its members are present

Article 44.

Any High Contracting Party not having a member of its nationality on the Commission shall be entitled to send a member appointed for the purpose to sit at any meetings of the Commission during which a question specially affecting the interests of that Party is considered.

Article 45.

Each member of the Commission shall have only one vote.

All decisions of the Commission shall be taken by a majority of the votes of the members present at the meeting.

In the cases provided for in Articles 50 and 52 the votes of members appointed by the Parties concerned in the discussion shall not be counted in determining the majority.

A minority report may be drawn up.

Article 46.

Each member of the Commission shall be entitled on his own responsibility to have any person heard or consulted who is in a position to throw any light on the question which is being examined by the Commission.

Article 47.

Each member of the Commission shall be entitled to require that, in any report by the Commission, account shall be taken of the opinions or suggestions put forward by him, if necessary in the form of a separate report.

Article 48.

All reports by the Commission shall, under conditions specified in each case in the present Convention, or in the Rules of Procedure of the Commission, be communicated to all the High Contracting Parties and to the Council of the League of Nations, and shall be published.

Article 49.

The Permanent Disarmament Commission shall receive all the information supplied by the High Contracting Parties to the Secretary-General of the League in pursuance of their international obligations in this regard.

¹ See reservation by the French Delegation, paragraph No. 238 of the Report.

Each year, the Commission shall make at least one report on the information submitted to it and on any other information that may reach it from a responsible source and that it may consider worth attention, showing the situation as regards the fulfilment of the present Convention.

This report shall be communicated forthwith to all the High Contracting Parties and to the Council of the League and shall be published on the date fixed in the Rules of Procedure of the Commission.

CHAPTER B. -- DEROGATIONS.

Article 50

If, during the term of the present Convention, a change of circumstances constitutes, in the opinion of any High Contracting Party, a menace to its national security, such High Contracting Party may suspend temporarily, in so far as concerns itself, any provision or provisions of the present Convention, other than those expressly designed to apply in the event of war, provided:

(a) That such Contracting Party shall immediately notify the other Contracting Parties and at the same time the Permanent Disarmament Commission, through the Secretary-General of the League of Nations, of such temporary suspension, and of the extent thereof.

(b) That simultaneously with the said notification, the Contracting Party shall communicate to the other Contracting Parties, and at the same time, to the Permanent Disarmament Commission through the Secretary-General, a full explanation of the change of circumstances referred to above.

Thereupon the other High Contracting Parties shall promptly advise as to the situation thus presented.

When the reasons for such temporary suspension have ceased to exist, the said High Contracting Party shall reduce its armaments to the level agreed upon in the Convention, and shall make immediate notification to the other Contracting Parties.

CHAPTER C. — PROCEDURE REGARDING COMPLAINTS.

Article 51.

The High Contracting Parties recognise that any violation of the provisions of the present Convention is a matter of concern to all the Parties.

Article 52.

If, during the term of the present Convention, a High Contracting Party is of opinion that another Party to the Convention is maintaining armaments in excess of the figures agreed upon or is in any way violating or endeavouring to violate the provisions of the present Convention, such Party may lay the matter, through the Secretary-General of the League of Nations, before the Permanent Disarmament Commission.

The Commission, after hearing a representative of the High Contracting Party whose action is questioned, should such Party so desire, and the representative of any other Party which may be specially concerned in the matter and which asks to be heard, shall, as soon as possible, present a report thereon to the High Contracting Parties and to the Council of the League. The report and any proceedings thereon shall be published as soon as possible.

The High Contracting Parties shall promptly advise as to the conclusions of the Report.

If the High Contracting Parties directly concerned are Members of the League of Nations, the Council shall exercise the rights devolving upon it in such circumstances in virtue of the Covenant with a view to ensuring the observance of the present Convention and to safeguarding the peace of nations.

CHAPTER D. — FINAL PROVISIONS.

Article 53.¹

The present Convention shall not affect the provisions of previous treaties under which certain of the High Contracting Parties have agreed to limit their land, sea or air armaments, and have thus fixed in relation to one another their respective rights and obligations in this connection.

¹ See reservation by the German Delegation, paragraph No. 273 of the Report.

The following High Contracting Parties . . . signatory to the said treaties declare that the limits fixed for their armaments under the present Convention are accepted by them in relation to the obligations referred to in the preceding paragraph, the maintenance of such provisions being for them an essential condition for the observance of the present Convention.

Article 54.

If a dispute arises between two or more of the High Contracting Parties concerning the interpretation or application of the provisions of the present Convention, and cannot be settled either directly between the parties or by some other method of friendly settlement, the parties will, at the request of any one of them, submit such dispute to the decision of the Permanent Court of International Justice or to an arbitral tribunal chosen by them.

Article 55.

The present Convention shall be ratified by the High Contracting Parties in accordance with their respective constitutional methods. The instruments of ratification shall be deposited with the Secretary-General of the League of Nations.

The present Convention shall come into force, for each Party whose instrument of ratification has been deposited, as soon as the instruments of ratification have been deposited by . . . (list to be drawn up by the Conference).

(Should the present Convention not have come into force in accordance with the preceding paragraph by . . . the High Contracting Parties shall be invited by the Secretary-General of the League of Nations to meet and consider the possibility of putting it into force. They undertake to participate in this consultation, which shall take place before . . .)¹

Article 56.

Each of the High Contracting Parties will take the necessary measures for carrying the provisions of the present Convention into effect as soon as it has come into force for such Party.

Article 57.

Subject to the provisions of Articles 58 and 59, the present Convention shall remain in force for . . . years. It shall remain in force after the expiration of that period except in so far as it may be amended, superseded or denounced under the conditions specified in the following articles.

Article 58.

Before the end of the period of x years provided for in the preceding article, and not less than y years after its entry into force, the present Convention shall be re-examined by the High Contracting Parties meeting in Conference. The date of this meeting shall be fixed by the Council of the League of Nations, after taking cognisance of the opinion of the Permanent Disarmament Commission and of the intentions of the High Contracting Parties non-members of the League of Nations.

The above-mentioned Conference may, if necessary, revise the present Convention and establish fresh provisions in substitution therefor, fixing their period of duration and laying down general rules regarding their examination and subsequent revision, if the latter is required.

Article 59.²

Before the end of the period of y years provided for in the preceding article, but not less than z years after the entry into force of the present Convention, the procedure for examination and revision laid down in that article may also be carried out at the request of a High Contracting Party, with the concurrence of the Permanent Disarmament Commission, if the conditions under which the engagements stipulated in the Convention were contracted have undergone, as the result of technical transformations or special circumstances, changes justifying a fresh examination and, if necessary, the revision of such engagements.

Article 60.

In the course of a conference held in the circumstances provided for in the two preceding articles, any High Contracting Party shall be entitled to notify its intention to denounce the present Convention.

Such denunciation shall take effect two years after its date, but in no case before the expiration of the period of x years mentioned in Article 57.

¹ *Note.* It will be for the Conference to decide whether this paragraph and any supplementary provisions which may be necessary would not be better placed in a protocol of signature.

² *See reservation by the German Delegation, paragraph No. 295 of the Report.*

Genève, le 26 septembre 1930.

SOCIÉTÉ DES NATIONS

**Amendement à l'article 18 du Pacte
de la Société des Nations**

RAPPORT DE LA TROISIÈME COMMISSION A L'ASSEMBLÉE

Rapporteur : M. LANGE (Norvège).

La Commission a pris connaissance de la quatrième question dont le Comité d'arbitrage et de sécurité s'était occupé à sa dernière session, c'est-à-dire l'étude d'une proposition d'amendement à l'article 18 du Pacte. Elle a également pris connaissance des procès-verbaux du Comité d'arbitrage et de sécurité, ainsi que des considérations avancées par le Comité de juristes pour l'amendement du Pacte de la Société des Nations en vue de le mettre en harmonie avec le Pacte de Paris.

La Commission, en accueillant les opinions manifestées par le Comité de juristes et confirmées par le Comité d'arbitrage et de sécurité, a estimé qu'il n'y avait pas lieu de procéder à l'examen d'une proposition d'amendement à l'article 18 du Pacte.

LEAGUE OF NATIONS

**Amendment to Article 18 of the Covenant
of the League of Nations.**

REPORT OF THE THIRD COMMITTEE TO THE ASSEMBLY.

Rapporteur : M. LANGE (Norway).

The Committee took note of the fourth question with which the Committee on Arbitration and Security dealt at its last session — namely, the examination of a proposal to amend Article 18 of the Covenant. It noted also the Minutes of the Committee on Arbitration and Security, as well as the considerations put forward by the Committee of Jurists in regard to the amendment of the Covenant of the League of Nations so as to bring in into harmony with the Paris Pact.

The Committee, approving the views expressed by the Committee of Jurists and endorsed by the Committee on Arbitration and Security, was of opinion that it was not necessary to examine the proposal to amend Article 18 of the Covenant.

Geneva, September 27th, 1930.

LEAGUE OF NATIONS

REDUCTION OF ARMAMENTS.

REPORT OF THE THIRD COMMITTEE TO THE ASSEMBLY.

Rapporteur : M. MATOS (Guatemala).

At the request of the Netherlands delegation, the Assembly referred to the Third Committee the four questions included in the Chapter "Reduction of Armaments" of the Secretary-General's Report on the Work of the League since the Tenth Session of the Assembly.

1. PREPARATORY COMMISSION FOR THE DISARMAMENT CONFERENCE.

During the general discussion in the present Assembly on the work of the League since its tenth session, several speakers expressed the opinion that the work of the Preparatory Commission should be completed so that the first General Conference for the Reduction and the Limitation of Armaments might be convened at the earliest possible moment.

At its first meeting, the Third Committee invited M. Loudon, President of the Preparatory Commission, to be present at its meeting when it opened the discussion on the work regarding disarmament. M. Loudon made a statement on the present position with regard to this question. He expressed his regret that it had not been possible to hold a meeting last year, and explained the reasons. The results of the London Conference had a close bearing upon the work of the Preparatory Commission. This connection was implied in the text of the resolution itself, which had been adopted by the last Assembly. The President of the Preparatory Commission was gratified at the results obtained at the Naval Conference, which had enabled him to convene this Commission for November 3rd next. In his capacity as President, he assured the Committee that the Preparatory Commission was firmly resolved to finish its work at its next session.

The Third Committee, in its turn, unanimously expressed the hope that the Preparatory Commission for the Disarmament Conference would be able to complete its work during the session which is to open at Geneva on November 3rd next, so as to enable the Council to convene the General Conference for the Reduction and Limitation of Armaments at the earliest possible date. Divergent views were expressed as to the advisability of fixing a date for the General Conference for the Reduction and Limitation of Armaments. Some delegations were of opinion that the Council should not convene the Conference until the preparatory work necessary for its success had been completed; other delegations thought that, in any case, the Conference should be held during 1931. This latter proposal, submitted by the German delegation, was supported by a certain number of other delegations.

The German proposal, which differed from the resolution subsequently adopted by the Third Committee, stated, in the first place, the view that disarmament was the principal task of the League, and that the Preparatory Commission had not so far achieved any positive result. In conclusion, it urged the summoning of the General Conference for the Reduction and the Limitation of Armaments during 1931.

In order to arrive at an agreement, the Norwegian delegation proposed to mention in the report to the Assembly the Committee's desire to see the General Conference convened during 1931. This proposal was unanimously adopted.

After a discussion in which a large number of speakers took part — in particular, the delegates of certain countries not represented on the Preparatory Commission — the Third

Committee adopted the following draft resolution, which I have the honour, on behalf of that Committee, to submit for the approval of the Assembly :

“ The Assembly has noted with satisfaction the results obtained at the London Conference and communicated to it by a letter from the President of that Conference dated April 21st, 1930.

“ It considers that these results are of a nature to facilitate a general agreement on the occasion of the next meeting of the Preparatory Commission regarding the methods to be applied in the matter of the reduction and limitation of naval armaments.

“ It trusts that negotiations, pursued in a spirit of conciliation and mutual confidence and with the determination to arrive at practical solutions, will make it possible to complete and extend the work of the Naval Conference.

“ The Assembly accordingly expresses the conviction that, during its session next November, the Preparatory Commission will be able to finish the drawing up of a preliminary draft Convention and will thus enable the Council to convene, as soon as possible, a Conference on the Reduction and Limitation of Armaments.

“ The Assembly decides that the proceedings and the report of the Assembly regarding disarmament shall be forwarded to the Preparatory Commission.”

2. SPECIAL COMMISSION RESPONSIBLE FOR FRAMING A DRAFT CONVENTION ON THE SUPERVISION OF THE PRIVATE MANUFACTURE AND PUBLICITY OF THE MANUFACTURE OF ARMS AND AMMUNITION AND OF IMPLEMENTS OF WAR.

On September 24th, 1929, the Tenth Assembly adopted the following resolution :

“ The Assembly has taken cognisance of the documents forwarded to it by the Council on the work of the Special Commission responsible for framing a draft Convention on the supervision of the private manufacture and publicity of the manufacture of arms and ammunition and of implements of war.

“ It recognises the importance of the task entrusted by the Council to the Special Commission.

“ The Assembly considers that the organisation of the supervision of private manufacture — the only manufacture referred to in Article 8 of the Covenant — in conjunction with the publicity, to be defined later, of State manufactures, which would place non-producing countries and producing countries on the same footing, would facilitate the entry into force of the Convention on the International Trade in Arms, Ammunition and Implements of War dated June 17th, 1925, Geneva.

“ It notes, however, that certain reservations have been made in respect of the draft Convention, and that several Governments have said that they are unable to express a final opinion on the methods of securing publicity for State manufactures until they know the conclusions reached by the Preparatory Disarmament Commission on the question of publicity of war material.

“ The Assembly therefore requests the Council to consider the desirability, as soon as the Preparatory Commission has concluded its work in connection with the publicity of implements of war, of convening a further meeting of the Special Commission to complete the text of a preliminary draft Convention.”

At its meeting on September 25th, 1929, the Council noted this resolution and requested the Secretary-General to communicate it to the Special Commission. As the Preparatory Disarmament Commission has not met since that date, the Council has not, so far, been able to convene the Special Commission.

During the discussion of this question in the Third Committee, important statements were made, in particular by M. Jouhaux, who spoke in impressive terms of the necessity of regulating the private manufacture of arms, ammunition and implements of war. He stated that, notwithstanding moral condemnation and the restrictions expressly provided for in the Covenant, the manufacture of arms is developing freely and constitutes a danger to peace. After mentioning certain regrettable incidents which have recently occurred in connection with this question, M. Jouhaux referred to the historical development of the work relating to private manufacture, and came to the conclusion that the study of this question was sufficiently advanced to enable a Convention to be framed. He considered it fortunate that the question of State manufacture should have been linked up with this question, thus preventing the conclusion of a Convention for the supervision of the private manufacture of arms.

Other authoritative statements having been made emphasising the urgency of this problem, the Third Committee, on the proposal of the Chairman, was unanimous in desiring that the Special Commission should be convened immediately after the close of the work of the Preparatory Commission.

3. SUPERVISION OF THE INTERNATIONAL TRADE IN ARMS AND AMMUNITION AND IN IMPLEMENTS OF WAR.

The Convention signed in 1925 for the supervision of the international trade in arms and ammunition and in implements of war has not yet entered into force, since the fourteen ratifications required have not yet been secured.

On March 1st, 1930, the British Government informed the Secretary-General of its intention to propose that the Council should summon a Conference of signatory States to consider the best means of bringing the Convention into force with the least possible delay.

This proposal led to new ratifications, though the number necessary for the entry into force of the Convention has not yet been obtained.

At the Council session in May 1930, this proposal was discussed, and the British representative stated his willingness to postpone the question until after the next session of the Preparatory Commission for the Disarmament Conference. This view was shared by the Third Committee, which, except for the communication of a new forthcoming ratification of the Convention — that of Belgium — has not discussed the supervision of the international trade in arms and ammunition and in implements of war.

4. STATISTICAL INFORMATION ON THE TRADE IN ARMS, AMMUNITION AND IMPLEMENTS OF WAR. ARMAMENTS YEAR-BOOK.

As regards the *Armaments Year-Book* and the *Statistical Year-Book of the Trade in Arms, Ammunition and Implements of War*, which are published regularly in virtue of the decisions adopted by the Council of the League of Nations, it was noted that the latest editions of these publications have been circulated to the Members of the League.
