auf Ihre heutige Rücksprache werden Sie aufgefordert, die Berichtigung (? !) in der nächsterscheinenden Nummer aufzunehmen.

gez. Bonnefous.

Folgte der Redakteur nicht der Aufforderung nach »Berichtigung«, dann hatte er das Verbot der Zeitung und Bestrafung wegen Ungehorsams zu gewärtigen. Der hier veröffentlichte Fall zeigt aber die Einschränkung der Preßfreiheit auch auf dem Umwege über den Berichtigungszwang. Gegen die Anordnung des Delegierten gab es weder ein Rechtsmittel, noch konnte praktisch der Beweis angetreten werden, daß die Berichtigung zu Unrecht verlangt wurde.

Diese Regelung steht zu der Berichtigungs- und Aufnahmepflicht im Gegensatz, wie sie der § 11 des deutschen Preßgesetzes vorsieht. Auch hier ist die Preßfreiheit nicht »entsprechend der deutschen Gesetzgebung« sichergestellt.

9. Besetzung der Rheinlande.

a) Erklärung Chamberlains im englischen Unterhaus vom 3. Dezember 1928 [1]).

"Mr. Rennie Smith asked the Secretary of State for Foreign Affairs whether it is the opinion of His Majesty's Government that the German Government has carried out the terms of Article 431 of the peace treaty; and, if not, whether the particulars in which Germany has not complied can be stated?

The Secretary of State for Foreign Affairs (Sir Austen Chamberlain): There are two aspects of the question raised by the hon. Member. His particular inquiry relates to the interpretation of the treaty and is question of law. There is also a question of policy. On the question of law, His Majesty's Government are advised that there is no legal justification for the contention that Germany has complied with all the obligations imposed upon her by the treaty, so as to entitle her as of right under Article 431 or otherwise to demand the withdrawal of the forces at present occupying the Rhineland before the expiry of the period laid down in the treaty. The chief obligation with which Germany has not yet complied is that of reparations. In the opinion of His Majesty's Government, the concession provided for in Article 431 could only take effect when Germany has completely executed and discharged the whole of her reparation obligations. It is not sufficient that she should be carrying out regularly her undertakings in the matter of current reparation payments. The phrase applicable to the punctual performance of current obligations is that used at the beginning of the Article providing for

[1]) Official Report. Parl. Deb. H. o. C. Vol. 223. No. 20. p. 823.

http://www.zaoerv.de
© 1929, Max-Planck-Institut für ausländisches öffentliches Recht und Völkerrecht

the quinquennial reductions in the area under occupation, Article 429:

'If the conditions of the present treaty are faithfully observed...'

As to policy, which is equally important though decided by different considerations, I repeat that His Majesty's Government would welcome an early evacuation of the Rhineland by the French, British and Belgian forces, irrespective of the legal right of the ex-Allied Governments to continue their occupation until the expiry of the period fixed by the treaty."

b) Aus der Debatte im englischen Unterhaus mit Erklärung Chamberlains vom 5. Dezember 1928 [2]).

"Mr. Thurtle asked the Secretary of State for Foreign Affairs if, in connection with the question of the continued occupation of the Rhineland, he has given consideration to the public statement signed by the late President Wilson, Monsieur Clemenceau, and the right hon. Gentleman the Member for Carnarvon Boroughs (Mr. Lloyd George), which was issued in June, 1919 [3]), in elucidation of Clause 431 of the Peace Treaty, and which declared that, if Germany at an earlier date (than the 15-year period) had given proofs of her good will and satisfactory guarantees of her intention to fulfil all her obligations, the allied and associated Powers concerned would be ready to come to agreement between themselves for the earlier termination of the occupation?

Sir A. Chamberlain: Yes, Sir. The declaration in question stated that if Germany by some date earlier than the 10 th January, 1935, had given proof of her good will and satisfactory guarantees to assure the fulfilment of her obligations, the Allied and Associated Powers concerned (namely, this country, France and the United States of America), would be ready to come to an agreement between themselves for an earlier termination of the period of occupation.

The spirit of the declaration of the 16 th June, 1919, is at present animating the ex-Allied Powers, as is shown by the resolution adopted at Geneva on the 16th September last by the representatives of this country, of France, Belgium, Italy, Japan and Germany

'approving the opening of official negotiations in regard to the early evacuation of the Rhineland.'

Mr. Thurtle: May I take it that it is not necessary for Germany fully and completely to have executed all the Reparations Clauses in order that the evacuation of the Rhineland may be considered?

Sir A. Chamberlain: I would refer the hon. Member to the considered reply that I gave the other day, which, on the one hand, stated the law, and, on the other hand, stated the policy.

Mr. Thurtle: Is the right hon. Gentleman aware that there is as between the reply which he gave on Monday and the answer which he has given to-day, a clear contradiction?

---

2) Official Report. Parl. Deb. H. o. C. Vol. 223. No. 22, pp. 1191 ff.

3) Abgedruckt unten S. 357.

http://www.zaoerv.de
© 1929, Max-Planck-Institut für ausländisches öffentliches Recht und Völkerrecht

Sir A. Chamberlain: No, Sir. I am quite confident that there is no such contradiction. If the hon. Member will study the two answers together, I am sure that he will arrive at the same conclusion.

Lieut.-Commander Kenworthy: When the right hon. Gentleman drew up the considered reply of Monday, was the Pact of Locarno before his mind? Was that taken into consideration in giving that reply?

Sir A. Chamberlain: As far as it had any bearing on the matter, certainly it was. I do not think it had any direct bearing on the interpretation of the Treaty of Versailles.

Mr. Rennie Smith: May I ask whether in the reply which he gave on Monday with regard to the interpretation of the law the right hon. Gentleman took into consideration the agreement which was signed by a previous Foreign Secretary in 1919? Does the right hon. Gentleman's reply as to the law include that statement?

Sir A. Chamberlain: Oh, certainly. What I was answering on Monday was a question of the hon. Member in regard to the interpretation of the Treaty which is binding upon both the ex-allied Governments and upon Germany. What I am questioned about to-day is an agreement come to between three, and only three, of the ex-allied Governments, to which Germany was not a party, and to which the other ex-allied Governments were not parties. This document has no bearing on the statement I made on Monday.

Mr. Smith: Is not that document an interpretation of the law?

Sir A. Chamberlain: Certainly not. It is a declaration of intention by the three ex-allied Governments named, an undertaking to each other as between these three Governments. It is not an undertaking with the German Government and other ex-allied Governments, although all these Governments are acting in the spirit of that declaration at this moment."

c) Erklärung des Lord Chancellor (Lord Hailsham) im englischen Oberhaus vom 10. Dezember 1928 betreffend Artikel 431 V. V.[4]).

"The Lord Chancellor: ... The question ... is, as I think all your Lordships must be aware, a matter of acute controversy at this moment between France and Germany. The noble and learned Lord said that France did not contend, or had not contended, for the interpretation which Sir Austen Chamberlain advises is the correct one, but in fact the very first thing said at Geneva when this question was raised by France was that the juridical view expressed by Germany was one which she could not possibly accept. The matter is, therefore, one of acute and direct disagreement between those two Powers. In those circumstances, as the noble and learned Lord has quite accurately stated, His Majesty's Government desire, if possible, to see an agreement reached under which there may be an early evacuation of the Rhine-

[4]) Official Report (Unrevised) Parl. Deb. H. o. L. Vol. 72. No. 14. pp. 461 ff.

http://www.zaoerv.de
© 1929, Max-Planck-Institut für ausländisches öffentliches Recht und Völkerrecht

land. We have stated that publicly more than once, and, seeing that there is this direct conflict of opinion between two of the interested powers, my right honourable friend the Foreign Secretary has been at pains to try and transfer this discussion from the plane of an arid legal argument into the more practical sphere of agreement between the interested parties. There is, in fact, a meeting of the Council going on at Lugano — taking place at Lugano instead of Geneva for, I understand, the very reason that the German representative, Herr Stresemann, may be able to attend, and for which Sir Austen Chamberlain departed from this country on Saturday last. Whether his efforts to bring about such an agreement are likely to be furthered by emphasis being placed upon the fact that he takes the legal view of France and not that of Germany, is a matter upon which your Lordships can form your own opinion.

I emphasise this point, not from any desire to be discourteous to the noble and learned Lord, but because I regard it as of great importance that foreign countries — to whom of course this discussion will be of interest and who will keenly watch what is said — should realise that the debate has not been raised at the instance of His Majesty's Government and that the fact that we are compelled to embark once more upon this discussion is not due to any desire upon our part to harp upon legal rights and wrongs, but only because our view as to the law has been directly raised and challenged; and at any rate Germany will have the satisfaction of knowing that, although we have again to stress and explain our view as to the law, the noble and learned Lord thinks we are wrong and takes the opposite view. I hope that satisfaction will allay any irritation which they might otherwise be disposed to feel.

The question is a question of law. It turns upon the construction of certain Articles of the Treaty of Versailles. The noble and learned Lord has explained that in his view Treaty construction does not depend upon the narrow limits which are laid down by English lawyers in the construction of English Acts of Parliament, but rests upon broader considerations of contemporary declarations and the like. I do not want to embark upon a discussion as to how far such declarations made, as in this case apparently the noble Lord tells us, by only some of the parties to the Treaty and never communicated to the others — how far such declarations may be useful or admissible. I think the doctrine at any rate may be a dangerous one, and it is not necessary to embark upon it, because, as I shall hope to show your Lordships presently, the declaration which the noble and learned Lord stated to your Lordships bears exactly the opposite construction to that which he seems to put upon it.

But I would like first of all to deal with the Treaty on the lines which any lawyer, in this country at any rate, would regard as the normal lines upon which to deal with it, namely, by seeing what the document itself says, and I would ask your Lordships to bear with me, since the matter is one of great international importance, while I deal

http://www.zaoerv.de
© 1929, Max-Planck-Institut für ausländisches öffentliches Recht und Völkerrecht

very shortly with three or four Articles. Article 431 is one of a series of five Articles which form one section, Section 1 of Part XIV of the Treaty of Versailles. It is part of a group of sections headed 'Guarantees: Western Europe'. It is necessary to see, therefore, exactly what the other Articles lay down in order that we may quite clearly understand the construction to be put upon the Article under discussion. Article 428 is "a guarantee for the execution of the present Treaty by Germany'. The 'German territory situated to the west of the Rhine, together with the bridgeheads', is to be 'occupied by Allied and Associated troops for a period of fifteen years from the coming into force of the present Treaty'. We must begin therefore with the fact that fifteen years occupation of this Rhineland is prescribed as a guarantee for the execution of the Treaty, and I stress that because of the extraordinary contention which seems to have been suggested outside, and which even receives some colour from the observations of the noble Lord, that the construction which the Foreign Secretary places on Article 431 involves that the troops are to remain in occupation of the Rhineland until the whole of the Reparations have been paid — that is , I think, sixty odd years; I have forgotten the exact number. That is not the result of the construction put upon the Article by the Foreign Secretary.

(Lord Parmoor: Zwischenbemerkung.)

I am contending for the actual construction placed upon it by the Foreign Secretary. What I am saying is that the Foreign Secretary never suggested anything so foolish as that under these Articles there was any right to stay in the Rhineland until Reparations had been completely paid, and the reason why he did not do that is that the group of Articles begins with the statement that the occupation is to be for a period of fifteen years and only fifteen years. Article 431, when we come to it, your Lordships will see explains one circumstance under which the period of fifteen years may be shortened. . .

But we are dealing here with the maximum period to begin with of fifteen years, not a period which is extended to the total payment of the Reparations. Now, Article 428 having said there is to be fifteen years' occupation as a guarantee for the execution of the Treaty, Article 429, the language of which is very important in contrast with that of Article 431, lays down certain conditions under which there will be a gradual and successive evacuation of parts of the Rhineland. The first words of it are very important. They are: —

'If the conditions of the present Treaty are faithfully carried out by Germany, the occupation referred to in Article 428 will be successively restricted as follows. . .'

Then follows three successive five-year periods at the end of which there will be an evacuation of part of the occupied territory. Your Lordships will observe that that right to partial evacuation by successive quinquennial periods depends upon the faithful carrying out of the conditions of the present Treaty. In other words, Article 429 says that if

http://www.zaoerv.de
© 1929, Max-Planck-Institut für ausländisches öffentliches Recht und Völkerrecht

there is no default by Germany, then by successive quinquennial periods the evacuation is to take place.

Article 430, again an important Article, provides that —

'In case either during the occupation or after the expiration of the fifteen years referred to above the Reparations Commission find that Germany refuses to observe the whole or part of her obligations under the present Treaty with regard to Reparation, the whole or part of the areas specified in Article 429 will be re-occupied immediately by the Allied and Associated forces.'

So your Lordships see, pausing there, that the position so far is this. Under Article 428 there is a fifteen years' occupation of this disputed territory; under Article 429, if there is no default by Germany, there is to be a partial and successive evacuation of the occupied territory at five-year intervals. By Article 430, if there is a subsequent repudiation by Germany of her obligations, there is a right of re-occupation of that part which had been evacuated under Article 429.

Now we come to Article 431. Your Lordships, I hope, will notice the change of language: —

'If before the expiration of the period of fifteen years Germany complies with all the undertakings resulting from the present Treaty, the occupying forces will be withdrawn immediately.'

Now your Lordships see at once the contrast between Article 429 and Article 431. Article 429 says that if Germany makes no default but keeps on carrying out her obligations there is to be a successive evacuation. Article 431 says that if Germany fulfils all her undertakings before the fifteen years is up then there is to be an immediate evacuation for the reason that there is then nothing left to guarantee: the full undertaking has been fulfilled. There is no provision then for subsequent re-occupation on repudiation, for the excellent reason that, of course, when there is evacuation under Article 431, there has been complete fulfilment. Therefore there is no possibility of subsequent repudiation, and no need to provide for that eventuality.

If your Lordships will allow me I would like now to refer to Article 232 which lays down what the undertaking is with regard to Reparations. In Article 232 we find these words: —

'Germany undertakes that she will make compensation for all damage done to the civilian population...'

and so on. The undertaking, therefore, which Germany has to fulfil in order to secure complete evacuation is that she will make compensation for all damage done, in other words, that she first pays the Reparations. How can it be said that Germany has fulfilled all her undertakings until she has paid the Reparations which she has undertaken to pay? It is just as if you said that if you borrowed money from your banker and gave him security for due repayment, you had then fulfilled your undertaking to pay him back. Any creditor who knew that his debtor claimed that he had fulfilled his undertaking by giving an I.O.U.

http://www.zaoerv.de
© 1929, Max-Planck-Institut für ausländisches öffentliches Recht und Völkerrecht

would, I think, find himself faced with a rather surprising situation. There is all the difference in the world between the provision in Article 428, that in the absence of default there is to be partial successive evacuation, and the provision in Article 431, that if there has been fulfilment of all the undertakings including the undertaking to pay Reparations, then there is to be a complete evacuation of territory which is only held in occupation in order to ensure that the undertakings shall be fulfilled.

Now, my Lords, I should have thought, with all respect to the noble Lord, that the language of these Articles was quite conclusive and quite clear. The noble Lord says Article 431 cannot have the construction which it naturally bears because nobody could have supposed at the time when the Treaty was signed that there was any chance of Germany discharging her Reparation obligations within fifteen years. I venture to think that the noble and learned Lord is quite mistaken. In the first place, when the Treaty of Versailles was negotiated the negotiators must have had present to their minds that, after the war between France and Prussia, there was an arrangement for enormous payments by France to Prussia, that those payments were made before the time stipulated and therefore that France was in a position to say: 'I have fulfilled my obligations long before anybody anticipated that I would be able to do so.' When one remembers that under this Treaty, by virtue of a clause to which I shall call attention providing that if Germany gives bonds for her payments under Reparations, and those bonds are negotiated, that operates as a discharge of her Reparations obligations, then one sees that it was not at all an impossible eventuality that she might have discharged her obligations with regard to Reparations in much less than fifteen years.

In Part VIII of the Treaty, which refers to Reparations, this provision is found in Annex II, Paragraph 12 (d): —

'In the event of bonds, obligations or other evidence of indebtedness issued by Germany by way of security for or acknowledgment of her Reparation debt being disposed of outright, not by way of pledge, to persons other than the several Governments in whose favour Germany's original Reparation indebtedness was created, an amount of such Reparation indebtedness shall be deemed to be extinguished corresponding to the nominal value of the bonds, etc., so disposed of ...' In fact, as we know, there have been discussions from time to time as to whether it could not be arranged that Germany should make an issue of bonds to satisfy her Reparations indebtedness, that those bonds should be negotiated on the market and that in that way the Reparations should be realised at a much earlier date. Having that provision in mind, what more natural than that Germany should submit that, as we had been in occupation of her territory for fifteen years as a security for the due performance of her obligations, if by virtue of that provision or by any other means she were able to discharge her Reparation indebtedness before the end of fifteen years, she should not have to wait any longer. That is obvious. Perhaps I should not say that it is obvious, because

http://www.zaoerv.de
© 1929, Max-Planck-Institut für ausländisches öffentliches Recht und Völkerrecht

the noble and learned Lord takes an opposite view, but that is what I should have thought was obviously the natural interpretation.

The noble and learned Lord has referred to contemporary statements in order to show that this natural view is not the true view. I am going to ask your Lordships to look a little more attentively at these declarations and see whether or not the noble and learned Lord is right. First of all, Germany herself made certain observations before signing the Treaty, in protest as to some of the Articles, and in regard to Article 431, on May 29, 1919, Germany said: —

'Germany will be very hard pressed by the form in which guarantees are demanded, because it is impossible for her to discharge her heavy obligations in a short time, so that in accordance with Article 431 the liberation of the German Rhineland from foreign occupation will be postponed for an indefinite time.'

That is the German observation of May 29, 1919. Your Lordships will see, therefore, that, before Germany signed this Article, she was perfectly alive to the fact that the interpretation which we adopt as the right one was, in fact, the right one, because she was protesting against the Article on the very ground that she could not discharge the Reparations obligation within fifteen years, and therefore there was no chance of getting the Rhineland back, under Article 431, within that period. If the noble and learned Lord is right, that all that she had to do was to agree to the amount of Reparation and to make no default in the payment of any instalment and that then she could at once claim a complete evacuation, that observation becomes a ridiculous one, because she could do so when she had paid the first, second and third instalment. If the noble and learned Lord is right and the Article only means that she must not have made default, she is in a position to claim complete evacuation the moment the Reparations payments are fixed and before she had paid any of them, and therefore the question of the discharge of her heavy obligation never arises at all.

But the noble and learned Lord relied on a declaration made by the United States, Great Britain and France in regard to the occupation of the Rhine Provinces on June 16, 1919[5]). I admit that the declaration has some of those elements of obscurity which I, for my part, not infrequently found in declarations signed by Mr. Lloyd George. But I do not think that, even when allowance is made for the signatory, there can be any serious doubt upon this particular point. The declaration is, for relevant purposes, in three parts — the fourth does not, I think, arise in this connection.

(Lord Parmoor: Zwischenbemerkung.)

The first part of the declaration says: —

'The Allied and Associated Powers did not insist on making the period of occupation last until the Reparation Clauses were completely executed, because they assumed that Germany would be

5) Siehe unten S. 357.

http://www.zaoerv.de
© 1929, Max-Planck-Institut für ausländisches öffentliches Recht und Völkerrecht

obliged to give every proof of her good will and every necessary guarantee before the end of the fifteen years' time.'
What does that say? It is explaining why it was that they did not insist that the occupation should go on until there had been complete payment of the Reparations, but why it might be for a much shorter period — namely, only fifteen years. Then it goes on: —

"As the cost of occupation involves an equivalent reduction of the amount available for Reparations, the Allied and Associated Powers stipulated, by Article 431 of the Treaty, that' —

your Lordships will mark these words —

'if before the end of the fifteen years' period Germany had fulfilled all her obligations under the Treaty, the troops of occupation should be immediately withdrawn.'
Your Lordships will see from this which of the two interpretations which the noble and learned Lord regards as possible, is the one which these three signatories placed upon it. The words are not 'if Germany has not made default at any period during the fifteen years', but 'if she has fulfilled all her obligations under the Treaty".

The third paragraph is even more conclusive. It runs: —

'If Germany, at an earlier date, has given proofs of her good will and satisfactory guarantees to assure the fulfilment of her obligations, the Allied and Associated Powers concerned will' —

what? —

'be ready to come to an agreement between themselves for the earlier termination of the period of occupation.'
If the noble and learned Lord is right, then after Germany had given proofs of her good will and satisfactory guarantees — that is to say, presumably if she had been doing what she had agreed to do — she would have been entitled to claim immediate evacuation under Article 431. That is what the noble and learned Lord says that it means. What these people are saying is, not that, if that happened, Germany would be entitled to get evacuation, but that, if that happened, the three signatories would then be ready to come to an agreement between themselves for the earlier termination of the period of occupation — that is to say, for its termination at a period earlier than that which Germany is entitled to claim.

It really seems hardly necessary to press this argument any further, but let me add one other consideration. If the noble and learned Lord is right, what was the need of Article 429? That Article says that, if Germany is observing all her Treaty obligations, then at the end of five years she is to get back part of the territory, at the end of another five years, if she still commits no default, another part, and, finally, evacuation at the end of fifteen years. But if the noble and learned Lord is right, there was no need for Article 429, because under Article 431 in that event she was entitled to have complete and immediate evacuation of the whole of the territory, and Article 429 becomes a meaningless addition to the Treaty. I submit that whether you look at the language

http://www.zaoerv.de
© 1929, Max-Planck-Institut für ausländisches öffentliches Recht und Völkerrecht

of the Treaty itself, or at the temporary declarations to which the noble and learned Lord attaches so much importance, you are driven to the same conclusion in either event — namely, that the interpretation placed upon this Article by the Foreign Secretary is obviously and plainly the right one.

Having dealt with the legal aspects, let me now, abandoning the academic and unreal plane upon which the noble Lord wishes to discuss the problem, return to the practical line on which we are endeavouring to deal with it. On that basis we have stated, and therefore I am only repeating what has been already said, that we should like to see evacuation take place as soon as possible. It is no good, of course, for us to evacuate alone. That would only irritate France and would not help Germany, because French troops would at once take over the zone we had evacuated. The only thing to work for is to try and achieve agreement between the occupying Powers, under which arrangements might be made for evacuation at a date earlier than the date for which the Treaty provides. To those negotiations Belgium, which was not a party to the declaration referred to but is one of the occupying Powers, must of course be a party, equally with France, ourselves, Germany, and, I presume, Italy and Japan, who are interested in the evacuation problems. At any rate all those Powers will have a right to be consulted and no doubt will have an opportunity of expressing their views and every endeavour will be made to reach an agreement."

I will only add in conclusion that I most devoutly trust that the discussion forced upon us this afternoon will not have done anything to hamper these negotiations or to prevent their coming to a successful issue, and that nothing I have been obliged to say will make any foreign Power think that we desire to handle this problem from the point of view of legal right alone and not from the point of view of assisting good will and friendliness between the nations involved."

d) Äußerungen des Reichsaußenministers Dr. Stresemann zur Rheinlandräumung [6]).

Ich bin mir vollkommen klar darüber, daß die Frage der Räumung des besetzten Gebietes eine Frage der *Politik* ist, die von dem Verhältnis der beteiligten Mächte zueinander abhängt. Auch in den Erklärungen, die der englische Außenminister im Unterhaus und der Lordkanzler im Oberhaus abgegeben haben, ist das Bestreben erkenntlich, diese Frage aus der juristischen Erörterung herauszubringen und als besondere Frage zu behandeln. Nachdem aber in beiden Fällen der juristische Standpunkt der englischen Regierung ausführlich zum Ausdruck gekommen ist, wird man es verstehen, wenn ich näher auf die Gesichtspunkte eingehe, die in der juristischen Frage für die deutsche Regierung in Betracht kommen.

Ich habe den Eindruck, daß selbst diejenigen Kreise des Auslandes, die der Forderung Deutschlands auf alsbaldige Räumung der besetzten

[6]) D. A. Z. 27. 12. 1928. N. 604.

http://www.zaoerv.de
© 1929, Max-Planck-Institut für ausländisches öffentliches Recht und Völkerrecht

Gebiete volles Verständnis entgegenbringen, es vielfach befremdlich finden, wenn wir uns dabei nicht nur auf politische Argumente stützen, sondern auch den Rechtsstandpunkt stark betonen. Zwar hat die Weltöffentlichkeit bei internationalen Problemen dieser Art im allgemeinen weniger Sinn für die juristische Auslegung von Vertragsparagraphen als für die Gesichtspunkte der praktischen Politik. Wir können aber in einer so vitalen Frage die Tatsache, daß der Versailler Vertrag der deutschen Regierung nach ihrer Überzeugung einen *wohlbegründeten Rechtsanspruch auf Räumung* gibt, nicht einfach in den Hintergrund treten lassen. Die politischen und moralischen Argumente, die für unsere Forderung sprechen, werden in keiner Weise dadurch abgeschwächt, daß wir neben ihnen auch auf die Rechtslage hinweisen.

Es handelt sich dabei nicht um subtile juristische Deduktionen, sondern um die vernünftige loyale Auslegung einer kurzen, aber äußerst wichtigen Bestimmung des Versailler Vertrages. Der Artikel 431 dieses Vertrages besagt, daß die Besatzungstruppen sofort aus dem Rheinland zurückzuziehen sind, wenn Deutschland vor Ablauf der vertragsmäßigen Besatzungsfrist von 15 Jahren "complies with the undertakings resulting from the present Treaty". Es kommen hierbei bekanntlich zwei große Gruppen deutscher Vertragsverpflichtungen in Betracht, nämlich *die Entwaffnung Deutschlands und die Reparation.* Was die Entwaffnung Deutschlands anlangt, so wird auch von den maßgebenden Stellen der früheren alliierten Mächte anerkannt, daß sie durchgeführt ist. Dagegen wird hinsichtlich der Reparationen von seiten dieser Mächte behauptet, daß die jetzt in Kraft befindlichen Londoner Vereinbarungen des Jahres 1924 über den Dawes-Plan und ihre, wie unbestritten ist, pünktliche Durchführung durch Deutschland *nicht* ausreichen, um die Voraussetzung des Artikels 431 als erfüllt anzusehen.

Diese These ist neuerdings mit besonderer Prägnanz von maßgebender britischer Seite in viel beachteten öffentlichen Parlamentserklärungen dargelegt worden. Nach diesen Erklärungen wäre der Artikel 431 nur dann anwendbar, wenn Deutschland seine *gesamte Reparationsschuld restlos abgetragen hätte.* Diese Ansicht steht schon mit dem vorhin zitierten Wortlaut in Widerspruch, da in diesem nicht von dem Falle die Rede ist, daß Deutschland alle seine Verpflichtungen erfüllt *hat,* sondern vielmehr von dem Falle, daß es sie *erfüllt.* Gleichwohl glaubt sich die britische Auslegung des Artikels auf einen anderen Artikel des Versailler Vertrages, nämlich den Artikel 429, stützen zu können. Da dieser Artikel schon die Räumung der drei Zonen des Rheinlandes in Etappen von fünf zu fünf Jahren davon abhängig macht, daß Deutschland die Bedingungen des Vertrages getreulich erfüllt, meint die britische Regierung, daß im Gegensatz dazu für eine Gesamträumung des Rheinlandes vor Ablauf der 15-jährigen Frist auf Grund des Artikels 431 die bloße fortlaufende Erfüllung der Vertragsverpflichtungen durch Deutschland nicht genüge.

Selbst wenn man zugeben will, daß der Artikel 431 mehr voraussetzt als der Artikel 429, so ist es doch unmöglich, dabei so weit zu gehen,

http://www.zaoerv.de
© 1929, Max-Planck-Institut für ausländisches öffentliches Recht und Völkerrecht

daß man die vorzeitige Räumung des Rheinlandes von der effektiven Abtragung der gesamten deutschen Reparationsschuld abhängig macht. In diesem Falle *wäre der ganze Artikel 431 offensichtlich sinnlos.* Niemand konnte bei Aufstellung der Versailler Friedensbedingungen irgendwie die Möglichkeit ernsthaft in Betracht ziehen, daß Deutschland imstande sein werde, den Gesamtbetrag der ihm auferlegten Reparationen vor dem Jahre 1935 zu bezahlen. Tatsächlich hat auch niemand an diese Möglichkeit gedacht, da der Versailler Vertrag selbst ausdrücklich von einer *Frist von 30 Jahren* für die Bezahlung der deutschen Reparationsschulden ausgeht. In den britischen Parlamentserklärungen wird hiergegen eingewendet, daß auch Frankreich nach dem Kriege von 1871 imstande gewesen sei, seine Kriegsschuld an Deutschland vor Ablauf der damals vorgesehenen Zahlungsfristen zu begleichen. Ich glaube nicht, daß es nötig ist, diesen Einwand zu widerlegen, da die völlige *Verschiedenheit der Lage Frankreichs im Jahre 1871 und der Lage Deutschlands im Jahre 1919* offen zutage liegt. Es ist interessant, daß auch die *britische Regierung* nicht immer der Ansicht gewesen ist, die sie jetzt vertritt. Noch im August 1923 hat sie in der berühmten sogenannten »Curzon-Note«, in der sie zu der Besetzung des *Ruhrgebietes* durch Frankreich und Belgien Stellung nahm, die Zulässigkeit einer solchen Parallele zwischen den französischen Verpflichtungen des Jahres 1871 und den deutschen Reparationsverpflichtungen mit aller wünschenswerten Deutlichkeit und mit völlig durchschlagenden Argumenten zurückgewiesen.

Um die Richtigkeit der deutschen Auffassung, daß auch hinsichtlich der Reparationen *die Voraussetzung des Artikels 431 bereits jetzt erfüllt ist,* außer Zweifel zu setzen, genügt es, auf folgende Punkte hinzuweisen.

Die Vereinbarungen über den Dawes-Plan *sind, obwohl sie noch nicht die endgültige Lösung der Reparationsfrage enthalten, doch weit entfernt davon, ein bloßes Zahlungsversprechen Deutschlands* darzustellen. Der Dawes-Plan hat, wie jedermann weiß, für die regelmäßige Zahlung der in ihm festgesetzten Annuitäten *effektive Pfänder* geschaffen, die den Gläubigern volle Sicherheit gewähren. Deutschland war zur Bestellung dieser Pfänder nach dem Vertrage von Versailles nicht verpflichtet. Diese Pfänder sind eine freiwillige Leistung über den Vertrag hinaus.

Das ganze System des Dawes-Plan ist so gestaltet, daß sein Funktionieren in hohem Maße von dem allgemeinen *guten Willen Deutschlands* unabhängig ist. Wir hoffen alle, daß die jetzt in Aussicht genommene Einsetzung einer neuen Expertenkommission zu der endgültigen und vollständigen Regelung der Reparationsfrage führt. Selbst wenn das aber wider Erwarten nicht gelingen sollte, würden die in ihrer Wirksamkeit weit über das Jahr 1935 hinausreichenden Vereinbarungen über den Dawes-Plan völlig genügen, um bei einer loyalen Auslegung des Artikels 431 dessen Voraussetzung als erfüllt anzusehen.

Die deutsche Auffassung findet eine bedeutsame Bestätigung in der in letzter Zeit schon oft erwähnten Erklärung, die am 16. Juni 1919

http://www.zaoerv.de
© 1929, Max-Planck-Institut für ausländisches öffentliches Recht und Völkerrecht

hinsichtlich der Besetzung deutschen Gebietes von *Wilson, Clemenceau und Lloyd George* unterzeichnet wurden. Darin heißt es, daß, wenn Deutschland vor 1935 Beweise seines guten Willens und ausreichende Garantien für die Erfüllung seiner Vertragsverpflichtungen gegeben habe, die beteiligten alliierten und assoziierten Mächte bereit sein würden, eine Vereinbarung über die frühere Beendigung der Besatzungsperiode zu treffen.

Wir halten uns für berechtigt, die Frage zu stellen, ob man etwa bestreiten will, daß Deutschland Beweise seines guten Willens und ausreichende Garantien im Sinne dieser Erklärung gegeben hat.

Selbst wenn man in der Erklärung kein Dokument sehen will, aus dem Deutschland seinerseits ein formelles Recht herleiten könnte, so beweist dieses Dokument doch, daß die damaligen Absichten der Hauptautoren des Vertrages von Versailles *derjenigen* Auslegung des Artikels 431 entsprechen, die jetzt von Deutschland vertreten wird. Ich habe in den erwähnten englischen Parlamentserklärungen nichts gefunden, was dieses starke Argument entkräften könnte.

Nach alledem halte ich mich für berechtigt, zu erwarten, daß unsere juristischen Argumente auf die Dauer nicht ohne Wirkung bleiben und daß sie zusammen mit den nicht weniger starken politischen und moralischen Argumenten dazu führen werden, die Besetzung deutschen Gebietes, dieses letzte militärische Überbleibsel aus dem Weltkrieg, endlich zu *beseitigen.*

Anhang.

Declaration by the Governments of the United States of America, Great Britain and France in regard to the Occupation of the Rhine Provinces 7).

The Allied and Associated Powers did not insist on making the period of occupation last until the reparation clauses were completely executed, because they assumed that Germany would be obliged to give every proof of her goodwill and every necessary guarantee before the end of the fifteen years' time.

As the cost of occupation involves an equivalent reduction of the amount available for reparations, the Allied and Associated Powers stipulated, by Article 431 of the Treaty, that if before the end of the fifteen years' period Germany had fulfilled all her obligations under the Treaty, the troops of occupation should be immediately withdrawn.

If Germany, at an earlier date, has given proofs of her goodwill and satisfactory guarantees to assure the fulfilment of her obligations the Allied and Associated Powers concerned will be ready to come to an agreement between themselves for the earlier termination of the period of occupation.

Now and henceforward, in order to alleviate the burden of the Reparations Bill, they agree that as soon as the Allied and Associated Powers concerned are convinced that the conditions of disarmament

7) Cmd. 240. 1919.

http://www.zaoerv.de
© 1929, Max-Planck-Institut für ausländisches öffentliches Recht und Völkerrecht

by Germany are being satisfactorily fulfilled, the annual amount of the sums to be paid by Germany to cover the cost of occupation shall not exceed 240 million marks (gold). This provision can be modified if the Allied and Associated Powers agree as to the necessity or such modification.

(Signed) Woodrow Wilson
G. Clemenceau
D. Lloyd George

16 th June, 1919.

10. Die vom Völkerbund beschlossenen Verträge und Vertragsentwürfe über friedliche Regelung internationaler Streitigkeiten und über Nichtangriff und gegenseitige Hilfeleistung.

Die nachstehend veröffentlichten Verträge und Vertragsentwürfe über friedliche Regelung internationaler Streitigkeiten und über Nichtangriff und gegenseitige Hilfeleistung sind die Verträge und Vertragsentwürfe, die das im Jahre 1927 vom Völkerbund geschaffene »Comité d'Arbitrage et de Sécurité« im Laufe des Jahres 1928 ausgearbeitet hat. Sie haben die Billigung der 9. Völkerbundsversammlung auf ihrer Tagung vom September 1928 gefunden und sind von ihr den Mitgliedern und Nichtmitgliedern des Völkerbunds zur Annahme bzw. zum Beitritt empfohlen worden. Bei dem großen Interesse, dem diese Beschlüsse begegnen müssen, schien es uns angebracht, sie trotz der weitgehenden Übereinstimmung vieler Bestimmungen in den einzelnen Entwürfen in vollem Umfang zu veröffentlichen.

Zu ihrem besseren Verständnis werden mitveröffentlicht:

1. Die Resolution der 8. Völkerbundsversammlung vom 26. September 1927, durch die das »Comité d'Arbitrage et de Sécurité« geschaffen worden ist und die seine Aufgabe abgrenzt.

2. Der Bericht, den Politis im Namen der dritten Kommission der 9. Völkerbundsversammlung über die Vertragsentwürfe erstattet hat. Da er die später von der Völkerbundsversammlung gefaßten Resolutionen enthält, werden diese nicht noch einmal selbständig veröffentlicht.

3. Die Note, die das Generalsekretariat nach der Billigung der Vertragsentwürfe durch die Völkerbundsversammlung im Auftrag des Rats ausgearbeitet hat und die über den Inhalt der Verträge über die friedliche Regelung internationaler Streitigkeiten Aufschluß gibt.

4. Die Note, die »das Comité d'Arbitrage et de Sécurité« selbst den Verträgen über Nichtangriff und gegenseitige Hilfeleistung beigefügt hat.

http://www.zaoerv.de
© 1929, Max-Planck-Institut für ausländisches öffentliches Recht und Völkerrecht