Having appointed mixed commissions to fix the boundaries in accordance with the arbitral award of the Spanish Crown, which had, for one reason or another, failed to do so or to complete their work, the convention of arbitration provided that the President of the Swiss Confederation should appoint experts, who should be persons of the same nationality as the arbiter, that is to say, Swiss citizens. Inasmuch as the experts are Swiss and are subject to the direction of the arbiter, it is to be presumed that the frontiers of the two countries will be delimited in the near future.

It was apparently the intention of the high contracting parties to negotiate a treaty regulating the navigation of the rivers common to both, the commerce in the frontier districts and during its transit through the two Republics. It was therefore provided in the convention that if this treaty of navigation and commerce should be concluded before the award, the arbiter should take note of its terms in so far as they might affect the questions in dispute; if the treaty of navigation and commerce were concluded after the award, that its terms should be modified in accordance with the provisions of the treaty. The treaty has, however, not been concluded.

The award of the Swiss Federal Council was rendered on March 24, 1922. It decided that the portions of the frontier settled by the award of the Crown of Spain, and as well as those fixed by the mixed commissions, constituted under the pact or convention of December 30, 1908, should be carried into effect without awaiting the final determination of all of the boundary disputes in question, and that the territory awarded to Colombia or Venezuela should be taken possession of and occupied by the authorities of one or the other country. That there might be no doubt about this phase of the subject, the award specified the sections which were to be occupied, and likewise specified the sections or portions thereof to be excepted from such occupation until the experts to be appointed by the Swiss government should have fixed the boundaries which were still in dispute.

The award is accompanied by an elaborate historical introduction, which gives an added value to the decision. Indeed, it is only fair to say that the arbitral awards whether rendered by the Swiss government or by Swiss publicists are models of their kind.

JAMES BROWN SCOTT.

HAGUE ARBITRATION COURT AWARD IN THE FRENCH CLAIMS AGAINST PERU

On October 11, 1921, the Hague Court of Arbitration made its award in the case of the French Claims against Peru. The *compromis* for this case was signed on February 2, 1914, and it provided for summary procedure in accordance with Chapter 4 of the Hague Convention of 1907. The three arbitrators were Mr. Sarrut, President of the Court of Cassation at Paris, and Mr. Elguera, former Minister Plenipotentiary and Mayor of Lima, and these together named as a third member Mr. Ostertag, President of the Swiss

Federal Court. The written cases were presented January 31, 1920, and the counter cases, January 26, 1921. The court met at The Hague on October 3, 1921.

In this case Dreyfus Brothers & Company had obtained by a contract of August 17, 1869 from the State of Peru two million tons of guano with the privilege of monopoly sale in the markets of Europe and its colonies. The company had bound themselves in advance by the payment of certain sums. Ten years after the contract the dictator, Piérola, seized the Government of Peru. There were many disputes as to outstanding Peruvian obligations. The Dreyfus Company wrote to Piérola that they were willing to entrust "to him the decision of the questions in dispute and that they accepted his decision in advance." He fixed the balance due the company on June 30, 1880 at £3,214,388, 11s. 5d. In 1881, Piérola's government might be said to be generally recognized. Later, however, it was overturned and in 1886 a Peruvian law declared "all the internal acts of the government performed by Nicolas de Piérola null."

The award of the Court of Arbitration was, subject to certain deductions for payments already made, etc., in favor of the French claimant. The award does not allow capitalization of interest, but only simple interest.

This award supports previous decisions of the Hague Court of Arbitration in some respects, as may be seen by reference to the case of the United States and Venezuela in the Oronoco Steamship Company in 1910 and to the case of Italy and Peru in the claims of the Canevaro Brothers in 1912. The award also reaffirms the principle repeatedly supported by the court that the responsibilities of the State are not divested by a mere change in the personnel of the government, a principle that is necessary for the maintenance of stability in international relations.

In 1910 France and Peru had agreed to submit to arbitration the claims of French creditors presented by the *Banque de Paris et des Pays-Bas* and it is from a sum of twenty-five million francs that the claims involved in this award are to be paid by a pro rata adjustment.

Possibly this award may be regarded as an illustration of the application of Hague Convention II of 1907 embodying the Drago Doctrine.

GEORGE GRAFTON WILSON.

REPORT OF THE INTERNATIONAL COMMISSION OF INQUIRY IN THE LOSS OF THE DUTCH STEAMER TUBANTIA

Under the convention of March 30, 1921, Germany and Holland agreed to refer the question of the loss of the Netherlands steamer *Tubantia*, to a Commission of Inquiry. This commission consisted of Mr. Hoffmann, former member of the Swiss Federal Council, Rear Admiral Surie of the Dutch Navy, Captain Ravn of Denmark, Captain Unger of Sweden, and Captain Gayer of Germany.