

time when, after the battles of Sedan and Metz, she refused to allow the German wounded to be sent home through her territory (*ibid.* p. 393). It is said, indeed, to have been an undisputed doctrine during the eighteenth century that a neutral state might grant a passage through its territory to a belligerent army, and that the concession formed no ground of complaint on the part of the other belligerent (Hall, *International Law*, 6th ed., p. 594). And some writers have said that in cases of extreme necessity, the belligerent might effect his passage, even against the will of the neutral (*ibid.* p. 594, note (1)). But the author just quoted, after referring to the subsequent change of opinion and practice, continues:—There can be no question that existing opinion would imperatively forbid any renewed laxity of conduct in this respect on the part of neutral countries. Passage for the sole and obvious purpose of attack is clearly forbidden.

“There is no great difficulty in applying the above principles to recent events. Germany was, of course, bound by the obligations undertaken in the past by the King of Prussia and the North German Confederation, and one such obligation was not herself to violate the Belgian neutrality. This she has done by sending troops on to Belgian soil and attacking the Belgians, and her infringement of the treaty seems to be clear. The obligation of Belgium was to maintain her neutrality and to resist Germany's action by force so far as she could do so with a reasonable chance of success. This she has done in such a manner as to place herself entirely in the right and to earn the respect of her friends. Her merits, indeed, are measured by the extent of Germany's default.

“There remains the question of the obligation of the other signatory Powers. Under the treaty of 1831, each gave a guarantee to Belgium. Was this a guarantee only for its own conduct, or for the conduct of the others as well? Under the treaty of 1839, the neutrality of Belgium was placed under the guarantee of the Powers. The expression is varied, but not the meaning. In the case of Luxembourg the guarantee is ‘collective.’ But in all these cases the construction of the obligation must depend upon general principles, and not upon nice discrimination of