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## Recommendations of the American Bar Association as to the Dumbarton Oaks Proposals for the Establishment of a General International Organization for Peace, Justice and Law

American Bar Association

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**RECOMMENDATIONS**  
of the  
**AMERICAN BAR ASSOCIATION**  
as to the  
**DUMBARTON OAKS PROPOSALS FOR THE**  
**ESTABLISHMENT OF A GENERAL INTERNATIONAL**  
**ORGANIZATION FOR PEACE, JUSTICE AND LAW**

The American Bar Association makes the following recommendations with respect to the Dumbarton Oaks Proposals for the establishment of a general international Organization for Peace, Justice and Law.

**RECOMMENDATION NO. 1:**  
**AS TO THE DUMBARTON**  
**OAKS PROPOSALS**

The American Bar Association reiterates its earnest support of the earliest practicable establishment, through the action of the United Nations Conference to convene in San Francisco on April 25, 1945, of a general international Organization for peace, security and justice; and that the Association believes that the Dumbarton Oaks Proposals issued on October 7, 1944, outline generally, subject to the qualifications hereinafter stated, a plan and frame-work out of which such an Organization can be initiated and developed.

The American Bar Association expresses its considered judgment to be that the United Nations Conference, in order to lay the bases for an enduring peace based on law and justice, should emphasize, as principal objectives and controlling considerations, in the Preamble and statement of "Purposes" and throughout the Charter of the new Organization, the establishing of justice among the Nations, and their firm adherence to the principles of international law as the actual rule of conduct among Governments and to the practice of the adjudication of disputes.

(Detailed Recommendations approved for the improvement or clarification of the Proposals, in furtherance of the Definitive Recommendations Nos. 1 to 7, both inclusive, are set forth in Schedule "A," attached to this Document.)

**RECOMMENDATION NO. 2:**  
**AS TO THE PERMANENT COURT**  
**OF INTERNATIONAL JUSTICE AND**  
**THE STATUTE OF THE COURT**

The American Bar Association strongly urges that the International Organization shall include, as an integral part thereof, an independent and coordinate judicial branch; that the existing Permanent Court of International Justice shall be continued as the highest Court of the judicial branch of the Organization; that the existing Statute of the Court shall be continued and annexed to the Charter, with such modifications as are necessary to adapt it to the new Organization and embody the princi-

ples declared in these Definitive Recommendations that all members of the Organization should ipso facto be parties to the Statute; that the attainment of the Court's compulsory jurisdiction over legal disputes, applicable to all states, should be a primary objective; that the Statute should confer on the Court compulsory jurisdiction ipso facto and without special agreement between the parties, in all or any of the classes of legal disputes concerning:

- (a) the interpretation of a treaty;
- (b) any question of international law;
- (c) the existence of any fact, which, if established, would constitute a breach of an international obligation;
- (d) the nature or extent of the reparation to be made for the breach of an international obligation.

In becoming a party to the Statute, either by becoming a member of the Organization, or otherwise, a State should be permitted to attach reservations to its acceptance of such compulsory jurisdiction, and thereafter to withdraw, waive or limit such reservations; and reservations made by a State should enure to the advantage of any other party to a dispute against which that State may have invoked the Court's jurisdiction.

(Detailed Recommendations approved as to the Court and the Statute, in furtherance of these Definitive Recommendations, are set forth in Schedule "A" attached to this Document.)

(Continued in next issue)

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### OUR SUPREME COURT HOLDS

In *W. Graham Glass, Pltf. and Applt. vs. Swimaster Corporation*, a corporation, Deft. and Respt.

That an agreement which contemplates procuring personal or political influence to secure the acceptance of a bid on a public contract being let by a government department is against public policy and, therefore, void.

The fact that compensation fixed in an agreement for employment to secure official action is contingent upon success does not establish that the agreement is contrary to public policy and, therefore, void as a matter of law.

The contingent character of compensation provided for in an agreement to secure favorable action upon a bid on a public contract being let by a governmental department may be considered along with other facts and circumstances in determining whether the agreement is violative of public policy.

That evidence examined and it is held that the plaintiff and defendant entered into an agreement for the procurement of favorable action by the Navy Department on bids for the manufacture and sale to the Department of defendant's product; that the agreement provided for payment to the plaintiff of a commission contingent upon success in obtaining awards of contracts; that the agreement included plaintiff's services in connection with the procurement of Navy Contract No. 92925 which contains a covenant against contingent fees; that the agreement, when considered in the light of its construction and performance as disclosed by plaintiff's evidence, contemplated that the parties would procure personal and political influence to secure the acceptance of the defendant's bid and is void as being against public policy.