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# ידיעות לנציגויות ישראל בחו"ל

מס. 800

פרשת ועלה בנוח-יעקב בפני מועצת הבטחון

משנכנסו בתחילת ינואר 1954 למועצת הבטחון  
שלושה חברים חדשים, נציגי תורכיה, ניו-זילנד  
וברזיל, שלח להם נציג ישראל באו"ם, מר אבא אבן,  
עת התזכיר הסובא להלן, בו סיכם את פרשת התעלה  
הסתלסלות הדיונים במועצת הבטחון עד סוף דצמבר  
1953.

נוסח הצעת ההחלטה שהוגשה למועצת הבטחון  
בדצמבר 1953 על ידי נציגי ארה"ב, בריטניה  
ועל לנציגויות עם הסקירה השבועית של  
מס. 90.

THE B'NOC PROJECT  
~~UNPRO-ELI~~ PROJECT

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1. Description of the Project

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## THE B'NOT YAAKOV HYDRO-ELECTRIC PROJECT

### 1. Description of the Project

The B'not Yaakov project (see map attached) provides for the cutting of a canal from the River Jordan to Lake Tiberias. The point of origin of this canal, south of the B'not Yaakov Bridge in Northern Galilee, is 40 metres above sea level, while Lake Tiberias is 200 metres below. It is proposed to utilise this difference in height to generate electric power at a hydro-electric station to be erected near the Lake. The construction of the canal and the power station will, it is estimated, take from two to three years. After this period the approximately 150 million cubic metres of water required for the generation of electricity will be diverted from the Jordan into the canal and, after passing through the power station, will be returned to Lake Tiberias.

Thus, even after the construction of the canal, the River Jordan will continue to flow in its existing bed without alteration of its general course and with little appreciable diminution of its volume. All the water which now flows into Lake Tiberias will continue to flow into it with the addition of 100,000,000 cubic metres of water which are being added to the course of the Upper Jordan by the drainage of the Huleh marshes.

This project is being carried out under the concession granted on 2 March 1926 to the Palestine Electric Corporation for the utilisation of the waters of the Rivers Jordan and Yarmuk for generating and supplying electric energy. The concession constitutes a legally established private right, deriving from the period before Israel's establishment, which is

safeguarded by the provisions of the Armistice Agreement ensuring the "restoration of normal civilian life" in the Demilitarised Zone. General Bernike made it clear in his report to the Security Council, that the rights of the Palestine Electric Corporation "are not in question" (S/3122, Annex III, p.4).

The electricity to be generated in the new plant near Lake Tiberias will be used for industrial and civilian purposes. The canal and the project could form an organic part of any regional or national water arrangement. An investigation by irrigation experts of international reputation has shown that its construction and location are entirely consistent with all regional water schemes, including the recently published TVA project (S/PV.639, p.37).

The power station near Lake Tiberias will produce some 170,000,000 kilowatt hours per year at an annual saving of 70,000 tons of imported fuel. This saving of fuel is particularly important to Israel and is a factor having a direct bearing upon the debate in the Security Council. Israel lost its only source of hydro-electric power at Naharayim on the River Jordan as a result of Arab aggression in May 1948 in defiance of the Security Council cease-fire resolution. Moreover, illegitimate Egyptian interference with shipping in the Suez Canal in defiance of the Security Council's resolution of 1 September 1951 deprives Israel of oil shipped by tanker through the canal.

Such grounds as exist for the Syrian complaint to the Security Council derive from the fact that the B'net Yaakov Canal originates in the Demilitarised Zone established under the Israel-Syrian General Armistice Agreement and continues therein for 2.4 kilometers of its total length of 14

kilometres. It will be recalled that the Security Council, in May 1951, adjudicated a similar Syrian complaint on the same grounds against the drainage of the Hulsh marshes, in Israel's favour.

## 2. The Negotiations in Israel

The stages in the evolution of this problem were as follows: First, after the project had been in operation for three weeks without challenge (beginning 2 September), the Chief of Staff on 23 September requested its suspension on certain specific grounds. Discussions on many complex and intricate technical details followed between the Israel Government and General Bennike. At a meeting held on 28 September, the Israel Minister for Foreign Affairs made an offer, later confirmed in writing, that the work be temporarily suspended for a reasonable length of time to enable the investigation to proceed. The Chief of Staff was not disposed to accept this offer and at a meeting on 15 October between the Israel Foreign Minister and the Chief of Staff it was mutually agreed that the matter should be pursued in the Security Council.

## 3. The Chief of Staff's attitude

In his letter of 23 September, General Bennike requested the Israel Government "to ensure that the authority which started work in the Demilitarised Zone on 2 September 1953 is instructed to cease working in the Zone so long as an agreement is not arranged" (S/3122, Annex I, p.4).

The Chief of Staff explained (S/3122, Annex III, p.5) that his request was based on the consideration of three issues:



- (a) whether the work so far performed has interfered with normal civilian life in the Demilitarised Zone;
- (b) whether the construction of the projected canal within the Demilitarised Zone will interfere with such life; and
- (c) whether the first object mentioned in Article V, para.2\* of the General Armistice Agreement, concerning the separation of the armed forces of the two parties, would be affected by the work in question.

General Bennike has explained that he is concerned only with the implementation of Article V of the General Armistice Agreement and that he considered the specific issues raised by the project within the context of Article V only (S/3122, Annex III, pp.3-4).

The three issues in question are thus: (a) land rights; (b) existing irrigation usages; and (c) the military aspect.

General Bennike's letter of 20 October indicated that the problem of land rights was confined to the ownership of four plots of land, approximately 20 dunams (5 acres) in extent (S/3122, Annex III, p.6), which had been used as a passage to the work site.

The irrigation issue concerns the supply of water for the operation of a water mill (S/3122, Annex III, p.7) and for the irrigation of the Buteiha lands further to the south in the Jordan course (S/3122, Annex I, p.5).

The military aspect is whether the construction of the canal violates Article V, para.2 of the Armistice Agreement. General Bennike's view was that the canal would affect the separation of forces of the two Parties.

\* Art.V,Para.2: "In pursuance of the spirit of the Security Council resolution of 16 November 1948, the Armistice Demarcation Line and the Demilitarised Zone have been defined with a view towards separating the armed forces of the two Parties in such manner as to minimize the possibility of friction and incident, while providing for the gradual restoration of normal civilian life in the area of the Demilitarised Zone, without prejudice to the ultimate settlement."

He made it clear, however, that he did not invoke Article II of the Agreement which concerns the principle of military advantage "under the truce ordered by the Security Council" (S/3122, Annex III, p.8).

Regarding land and water rights General Ben-Nuri indicated that prejudice to local interests will arise "unless definite obligations are entered into" (S/3122, Annex III, pp.4.8.).

With respect to the military aspect of the project, the Chief of Staff's report indicated that his appreciation was of a technical nature and expressed a "purely military point of view."

#### 4. The Attitude of Israel

It is clear from the Chief of Staff's report that there are certain valid interests, which should be satisfied as a condition of the resumption of the work.

The Government of Israel has affirmed its readiness to enter into the necessary obligations to safeguard the interests involved. This applies equally to land and water rights.

The execution of the project does not necessitate any encroachment on Arab-owned land and the Israel Government undertakes to avoid any encroachment in the future. The four Arab plots affected by passage to the work site have in the meantime been fenced off.

Similarly the Government of Israel is prepared to give an undertaking to provide water for all existing irrigation requirements and to discuss practical measures for the implementation of this undertaking.

With regard to the military issues, it is the Israel Government's view that the character of the Demilitarised Zone will be fully safeguarded if

the two Parties respect its only military attribute which they are pledged to observe, namely its demilitarisation, by excluding their armed forces from it in accordance with Article V of the Armistice Agreement.

On 27 October the Government of Israel expressed its readiness to suspend work on the project pending urgent consideration of the question by the Security Council. The Council noted this action with satisfaction in its resolution adopted on the same day.

#### 5. The Syrian Complaint

There is an intrinsic difference between the Syrian approach and that reflected in the report of the Chief of Staff. While the Chief of Staff found that certain valid interests should be satisfied to permit the resumption of the work, the Syrian approach was to apply a total and permanent veto on the project by arguing that it represented an intrinsic violation of the Armistice Agreement. The Syrian complaint submitted on 16 October summed up Syria's claim as follows: (S/3108, p.2.)

"Thus the Israel authorities have violated the provisions of the Syria-Israel General Armistice Agreement by:

1. infringing the rights of the inhabitants of the Demilitarised Zone;
2. preventing the Syrian riparian population from irrigating their land with water from the Jordan;
3. militarily occupying a sector of the Demilitarised Zone."

The Syrian contention that the project was being carried out on land almost exclusively in Arab ownership, is in contradiction to the findings of the Chief of Staff based on an examination of pertinent land titles. General Bennike's report limited the question to four small plots totalling about 5 acres.



Similarly, the water problem is largely confined to the irrigation of the Buteiha lands. The area involved is comparatively small (General Bennike quotes a figure of 18,000 (4,500 acres) (S/3122, Annex III, p.10; S/PV.645, p.6). In any event, according to the investigations carried out by the Chairman of the Mixed Armistice Commission in 1951, the irrigation requirements of these lands are no more than 1 $\frac{1}{2}$ -2% of the present total volume of Jordan water.

In the latter stages of the debate the Syrian complaint that the E'not Yaakov canal project was a violation of the Armistice Agreement because of its effect upon land and water rights was completely dissipated by the weight of evidence presented. Thus the representative of Pakistan declared on 18 December:

"The rights of the Arab landowners you can try to safeguard by agreements. You can put upon General Bennike's shoulders the responsibility for seeing that no one's land is being used without his consent, without compensation or without regard for whatever method may be employed for seeing that the just thing is done. In connection with the use of the water you can put upon General Bennike's shoulders the responsibility for seeing that no one who is using two drops of water from the Jordan today shall be forced to use only one drop" (S/PV.650, p.17).

The Syrian representative made a similar admission:

"The partition of the water is not a matter for the Security Council to decide upon. Of course it can be realised, at least theoretically, for some solution can be found by an agreement between those legitimately concerned." (S/PV.652, pp 18-20).

As for the third point in the original Syrian complaint - that Israel had introduced troops into the Demilitarised Zone - the Israel Delegation is in possession of a copy of a letter from the Chairman of the Mixed Armistice Commission, declaring that there were no military units or equipment in the Zone. No evidence was ever placed before the Security Council to sub-

stantiate this accusation.

Additional Syrian Arguments

In the course of the deliberations in the Security Council, two additional arguments were introduced by Syria and her supporters:

1. That the canal gave Israel a military advantage contrary to the provisions of the Armistice Agreement;
2. That the consent of Syria was necessary for the prosecution of the work.

(1) The question of military advantage

The Syrian case is based in particular on Article II, para.1 of the Armistice Agreement, which General Bennike specifically excluded from his examination of the military issue.

Article II, para.1 of the Armistice Agreement states:

"The principle that no military or political advantage should be gained under the truce ordered by the Security Council is recognised."

Syria, however, cannot invoke Article II, para.1 at this time. This provision bound the parties to consider the question of military advantage only "under the truce" ordered by the Security Council in May and July 1948. This truce, however, with all its special military restrictions, was superseded by the Security Council resolution of 11 August 1949. The resolution (S/1367) declared:

"The Security Council...

"Having noted with satisfaction the several armistice agreements concluded by means of negotiations between the parties involved in the conflict in Palestine...

"Finds that the Armistice Agreements constitute an important step towards the establishment of permanent peace in Palestine and considers that these Armistice Agreements supersede the truce provided for in the resolutions of the Security Council of 29 May and 15 July 1948..."

The adoption of the Resolution was preceded by a discussion in which it was made clear by Dr. Bunch, on behalf of the United Nations, and by the representatives of the United Kingdom, the United States, France and Egypt that the Armistice Agreements signalled the end of the military phase of the Palestine situation; that the truce and its heritage of restrictions, such as those on the importation of armaments and on immigration had ended. (See S.C.O.R. 4th year, No.36, pp.3,5,6,8,9,34).

It is thus clear that the relations between Israel and its neighbours are no longer based on purely military considerations, and that therefore, neither party may invoke such considerations where they do not apply. It is thus inadmissible for Syria to intrude into Israel's electrical development policy by invoking the principle that this policy would increase its military potential.

This position was taken by the former Chief of Staff in 1951 when, after having been asked by the two Parties to the Armistice Agreement whether the drainage of the Huleh marshes conferred a military advantage on Israel, ruled that no military advantage would accrue to Israel which did not at the same time accrue to Syria, but also declared that invocation of military advantage was contrary to the Armistice Agreement (S/2049; S/PV.544, p.22).

Syria has also alleged that the construction of the canal would violate Article V by affecting the separation of the armed forces of Israel and Syria. The Chief of Staff's letter of 23 September quotes this allegation.

Article V, para.2 states that "...the Armistice Demarcation Line and the Demilitarised Zone have been defined with a view toward separating the Armed Forces of the two Parties..."

Thus the letter of Article V of the Armistice Agreement shows that the

Demilitarised Zone has no function in separating the armed forces which the Armistice Demarcation Line does not equally and jointly possess.

If, therefore, one ascribes any restriction to the Demilitarised Zone under this heading of separating the armed forces, one must ascribe it to the Armistice Demarcation Line as well. The Armistice Demarcation Line fulfils the function of separating armed forces simply by the commitment of the parties not to cross that line with their armed forces. Similarly, the Demilitarised Zone fulfils its share of the same function by prohibiting the crossing of the Zone by the armed forces of both parties. There is no room under this text for any belief - and, indeed, no such belief had ever been previously suggested - that the Demilitarised Zone possesses any topographical attributes beyond those which apply to the territory on either side of the Armistice Demarcation Line. If a canal cannot be built in the Demilitarised Zone out of some consideration for separating armed forces, then a canal cannot be built anywhere in relation to the Armistice Demarcation Line. The Demilitarised Zone and the Armistice Demarcation Line cannot be separated in this context unless the texts of the Armistice Agreements are misquoted.

This legal interpretation is supported by the history of the Demilitarised Zone. The Syrian forces, in their war against Israel, burst out of their frontier into an area well to the west of the Jordan. The Israel Government declined to sign an Armistice Agreement unless Syria unconditionally withdrew back to its own frontier. The United Nations Mediator asserted that he could achieve this result if Israel would agree that, in the area previously occupied by Syrian forces, Israel troops would not enter. Israel made this concession, and a Demilitarised Zone was established on these historical and

political grounds, without any reference whatever to topography.

(ii) Syrian Consent

In the course of the debate Syria introduced an argument which did not appear in General Bernike's report, in the original Syrian letter of complaint, nor in the first statement by the Syrian representative on 30 October (S/PV.633, pp.5-27). The argument was that Israeli economic development projects in the Demilitarised Zone, like the B'not Yaakov Canal, are subject to indispensable Syrian consent. This contention is contrary to the provisions of the Armistice Agreement, Dr. Bunche's Explanatory Note of 26 June 1949, the jurisprudence of the Security Council in the Huleh debate of 1951 and the rulings of the Chief of Staff. It is an attempt to attribute to Syria a status in the Demilitarised Zone which it has never possessed.

The non-Syrian character of the zone has been clearly established in the Armistice Agreement and other authoritative instruments. In Dr. Bunche's words, Syria's withdrawal from the Demilitarised Zone was "unconditional". The administration and policing in the Demilitarised Zone was defined as Israel and local Arab, but never as Syrian. Indeed, under the Armistice Agreement, problems concerning the Demilitarised Zone have been expressly excluded from the authority of the Mixed Armistice Commission on which Syria is represented and placed under the supervision of the Chief of Staff.

The jurisprudence of the Security Council and the rulings of the Chief of Staff in the Huleh question unequivocally reject the claim of a Syrian veto right over Israeli economic development projects in the Demilitarised Zone. There exists today an impressive accumulation of evidence that in



the case of such projects the agreement to be sought is that of the Chief of Staff acting as the protector of the private interests affected, and not that of Syria.

On 19 May 1951 the representative of the United Kingdom, speaking for the sponsors of the resolution on the Huleh drainage project (the United Kingdom, the United States, Turkey and France) said: (S/PV.547, pp.34-35).

"The sponsors of this joint draft resolution are all agreed that the Lake Huleh drainage project would undoubtedly promote the general welfare of the area, and on general grounds, therefore, they would like, as at present advised, to see it put into effect as soon as possible. On the other hand, we are conscious of the duty of the Truce Supervision Organisation to safeguard the legitimate rights and interests of the Arab landowners..."

"If I may summarise the intentions which the sponsors of this draft resolution had in mind in drafting the third, fourth and fifth paragraphs, I should like to say that they hope that a negotiated settlement between the Palestine Land Development Company and the landowners might be quickly achieved, but that if in spite of the clearly expressed views of the Council to this effect no such negotiated settlement proved possible, then the procedures and the machinery provided by the General Armistice Agreement should be used in order to make a final settlement possible. I believe I may say on behalf of the sponsors of this draft resolution that if the Government of Israel did apply to the Council for relief, in accordance with the General Armistice Agreement, to enable it to acquire the land on suitable terms and to proceed with the drainage operations, we should not \* I speak for the sponsors - be unsympathetic to this approach; and it might well be that, as it could, the Security Council would then bestow upon General Riley the necessary authority to this end, provided, in his judgment, such action was desirable in the interest of the maintenance of international peace and security."

Further, on the same occasion, in interpreting the word "Agreement", the Chief of Staff stated in a similar sense: (S/PV.544, pp.18-19).

"I feel that the United Nations should never impede progressive work. However I am involved here with the Armistice Agreement in which the United Nations is charged with the normal restoration of civilian life. I have never found fault with the concession and I never will... I feel that that is not a matter which affects either Syria or the United Nations. I am only involved in the normal restoration of life within the demilitarised zone which affects the thirty, forty or fifty Arabs that own the approximately seven or eight acres of land within the demilitarised zone...I do not believe that you will find anything in the Armistice Agreement in this respect. I have never questioned the right of the Huleh concession as a whole. I have always maintained that if it can be done without expropriating Arab land within the demilitarised zone, it is not a problem for the Mixed Armistice Commission or for the Chairman."

Finally, in authorizing the renewal of the work on the drainage project, the Chief of Staff informed the Israel-Syrian Mixed Armistice Commission that he had achieved the agreement required by the resolution. He said:

"At no time in my capacity as Chief of Staff, in statements made before the Security Council, did I ever deal with the Huleh drainage project as a project. The project itself, in my mind, is outside the competence of either the Mixed Armistice Commission or the Chairman of the Commission. Therefore, the Security Council's resolution as adopted does call for the stoppage of work within the demilitarised zone until the Chairman can make arrangements that are satisfactory to the Arab landowners and to the Palestine Land Development Company."

(Record of the 62nd Israeli-Syrian M.A.C.  
Meeting on 28.5.1951, p.6).

Syria has, however, attempted to show that the Huleh problem is not a precedent for the present case. However, all the characteristics ascribed by the Syrian representative to the Huleh drainage scheme (S/PV.636, p.16 ff.) apply to the B'not Yaakov canal project. Both projects have involved work in the Demilitarised Zone of which the major effects and consequences lie outside the Demilitarised Zone. Both projects are the subject of concessions resting on valid legislation. Both projects recognise Israel's needs and rights to

utilise the Jordan waters for power and irrigation. Both projects have precisely the same international background and implications. Both projects have been challenged by Syria on precisely the same grounds; yet on one of these projects the United Nations has given its clear endorsement and specifically rejected the very Syrian assertions now invoked against the other, ~~in~~ the same area under the same agreement. In 1951 it was held lawful for a concessionaire holding statutory and legal property rights in the Demilitarised Zone to alter the Jordan bed for drainage, provided that private land interests were respected. It is then equally lawful for a legitimate concessionaire now to construct a canal for electric power in the same area, under an equally valid title, provided that other private rights are not prejudiced.

6. Attitudes of the Sponsors of the Draft Resolution (S/3151):

At the 648th meeting of the Security Council, the representatives of France, the United Kingdom and the United States made statements regarding the conclusions they had reached in the debate on the Canal Project and submitted a draft resolution (S/3151).

On the general question of economic development projects in the Demilitarised Zone, the representatives of the Three Powers emphasized that "development projects which are consistent with the undertakings of the parties under the Armistice Agreement and which are in the general interest and do not infringe upon established rights and obligations should be encouraged." (Ambassador Lodge on behalf of the United States in S/PV.648, p.2; see also Sir Gladwyn Jebb on behalf of the United Kingdom on pp.13-15 and M. Hoppenot on behalf of France on pp.17-18).

With reference to the question of indispensable Syrian consent, the representative of the United States declared: (S/PV.648, p.3-5).

"...No Government should, in our opinion, exercise a veto power over legitimate projects in the Demilitarized Zone."

The representative of the United Kingdom said: (S/PV.648, p.12).

"I have listened with the greatest attention to the arguments which sought to show that the work could not proceed without the consent of the Government of Syria. But I must confess that I and my delegation have not been convinced by them. It is admitted that an alteration of the armistice terms could only be allowed by an agreement between the signatories. But here as it seems to us, the question is not whether the armistice terms should be amended to admit of a certain work, which certainly could only be done by an agreement between the parties, but whether that work is admissible under the armistice terms as they stand. Under the clauses of the Armistice Agreements, that is a question for General Bennaïk to interpret...I would certainly agree that neither party to the Armistice Agreement could carry out any work, however beneficial they thought it to be, which was contrary to the terms of the armistice. But it seems to me that although this is undeniable, a determined effort should be made to reconcile conflicting interests whenever this can be done without infringing the terms of the armistice. Indeed, as a general proposition, I would be prepared to say that the longer the temporary armistice arrangements continue, the more desirable it is that some way be found which would allow constructive projects in the area to be undertaken, provided it can be demonstrated that no interests would suffer thereby."

With reference to the question of military advantage the representative of France declared: (S/PV.648, pp.19-20).

"We well know and appreciate all the difficulties involved in work such as that which the Council asks General Bennaïk to do. But, after all, there are few difficulties that cannot be overcome, and few sacrifices that will not produce results if approached in a spirit of genuine understanding and cooperation. The same applies - if I may cite an example - to the military argument so frequently adduced here. Doubtless if there were less water in the Jordan it would constitute a less serious military obstacle. But, after all, the experience of the last war has shown how easily a trained army can cross water lines very much wider than the Jordan. In our opinion it would be unjust and contrary to the spirit of the United Nations if a region's future and economic development were to be decided by theoretical military exercises carried out on maps. Surely Israel, by planning the construction



close to its frontier of hydro-electric installations essential to its economy, is demonstrating its faith and confidence in the peaceable spirit of its neighbours."

Regarding the end of the truce and its conditions, Mr. Lodge, speaking on behalf of the United States said: (S/PV.648, p.2).

"...the primary responsibility of the Security Council in this matter is to uphold that Armistice Agreement which it endorsed in its resolution of 11 August 1949 as superseding the truce and facilitating the transition to peace."

The rights and interests involved in this problem were defined by the representative of France who stated: (S/PV.648, p.18).

"It is of course necessary that the rights of each should be respected. And those rights are intermingled in a very complex manner. Syria and Israel alike are entitled to have the Armistice Agreement strictly applied. Private persons are entitled to respect for their property; riparian owners are entitled to use the water for irrigation; and in this connection I refer particularly to the rights of the agricultural area called Duticha Farm."

The draft resolution submitted by The Three Powers was described by Mr. Lodge in the following terms: (S/PV.648, p.6).

"This resolution makes clear, in our opinion:

- (a) that the Chief of Staff of the Truce Supervision Organisation, as Chairman of the Syrian-Israel Mixed Armistice Commission, is the responsible authority with respect to questions affecting the demilitarised zone under Article V of the Armistice Agreement;
- (b) that the issues raised by the Jordan River diversion project should be decided by the Chief of Staff in accordance with his authority under the Armistice Agreement; and
- (c) that, in these and other questions concerning the status of the demilitarised zone, an important consideration should be the just and orderly development of the natural resources affected, with due regard for the general welfare and the interests of the parties and individuals concerned.

To these ends, we hope that the Governments of Israel and Syria will cooperate fully with the Chief of Staff and that they will mutually benefit from his decisions."



## 7. The Draft Resolution

The draft resolution falls far short of what Israel would have liked to see. In the negotiations between various delegations which preceded the submission of the draft resolution, Israel proposed a number of amendments which, however, were not accepted by the sponsors. However, the draft possesses the advantage of clarifying, whether explicitly or implicitly, certain points which would have stood in the way of a constructive solution of the problem. Thus it is evident from para.11 of the Resolution that the theory of Syrian consent has been rejected in accordance with past jurisprudence of the Security Council. Para.9 of the resolution overcomes the difficulties which have arisen with respect to the military aspect of the question. The draft does seem to express an intention of the Security Council that the matter should be reopened in a constructive spirit and with an emphasis not on any prospect of war but rather on the principles of progressive civilian enterprise. A clear emphasis of this theme in the draft resolution itself and in the accompanying speeches of the sponsors is some modest compensation for the imperfections of the draft.

while Lake Tiberias is 200 metres below. It is proposed to utilise this difference in height to generate electric power at a hydro-electric station to be erected near the Lake. ~~The construction of the canal and the power station will, it is estimated, take from two to three years.~~ After this period the approximately 150 million cubic metres of water required for the generation of electricity will be diverted from the Jordan into the canal and, after passing through the power station, will be returned to Lake Tiberias.

Thus, even after the construction of the canal, the River Jordan will continue to flow in its existing bed without alteration of its general course and with little appreciable diminution of its volume. All the water which now flows into Lake Tiberias will continue to flow into it with the addition of 100,000,000 cubic metres of water which are being added to the course of the Upper Jordan by the drainage of the Huleh marshes.

This project is being carried out under the concession granted on 2 March 1926 to the Palestine Electric Corporation for the utilisation of the waters of the Rivers Jordan and Yarmuk for generating and supplying electric energy. The concession constitutes a legally established private right, deriving from the period before Israel's establishment, which is safeguarded by the provisions of the Armistice Agreement ensuring the "restoration of normal civilian life" in the Demilitarised Zone. *the former chief of staff of the UNTSO* of 23 October 1953  
General Bennike made it clear in his report to the Security Council that the rights of the Palestine Electric Corporation "are not in question" (S/3122, Annex III, p.4).

The electricity to be generated in the new plant near Lake Tiberias will be used for industrial and civilian purposes. The canal and the project could form an organic part of any regional or national water arrangement.

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The power station near Lake Tiberias will produce some 170,000,000 kilowatt hours per year at an annual saving of 70,000 tons of imported fuel. This saving of fuel is particularly important to Israel ~~and is a factor having a direct bearing upon the debate in the Security Council.~~ Israel lost its only source of hydro-electric power at Naharayim on the River Jordan as a result of Arab aggression in May 1948 in defiance of the Security Council cease-fire resolution. Moreover, illegitimate Egyptian interference with shipping in the Suez Canal in defiance of the Security Council's resolution of 1 September 1951 deprives Israel of oil shipped by tanker through the canal.

~~Such grounds as exist for the Syrian complaint to the Security Council~~ *objections to the project* derive from the fact that the B'not Yaakov Canal originates in the Demilitarised Zone established under the Israel-Syrian General Armistice Agreement and continues therein for 2.4 kilometers of its total length of 14 kilometres. It will be recalled that the Security Council, in May 1951, adjudicated a similar Syrian complaint on the same grounds against the drainage of the Huleh marshes, in Israel's favour.

## 2. The Negotiations in Israel

The stages in the evolution of this problem were as follows: First, after the project had been in operation for three weeks without challenge (beginning 2 September <sup>1953</sup>), the Chief of Staff, ~~on 23 September~~ *of the UNTSO on 23 September 1953* requested its suspension on certain specific grounds. Discussions on many complex and intricate technical details followed between the Israel Government and General Bennike. At a meeting held on 28 September, the Israel Minister for Foreign Affairs made an offer, later confirmed in writing, that the work be temporarily suspended for a reasonable length of time to enable the investigation to proceed. The Chief of Staff was not disposed to accept this offer and

at a meeting on 15 October between the Israel Foreign Minister and the Chief of Staff it was mutually agreed that the matter should be pursued in the Security Council.

### 3. The Chief of Staff's attitude

In his letter of 23 September, <sup>1951</sup> General Bennike requested the Israel Government "to ensure that the authority which started work in the Demilitarised Zone on 2 September 1953 is instructed to cease working in the Zone so long as an agreement is not arranged" (S/3122, Annex I, p.4).

The Chief of Staff explained (S/3122, Annex III, p.5) that his request was based on the consideration of three issues:

- (a) whether the work so far performed has interfered with normal civilian life in the Demilitarised Zone;
- (b) whether the construction of the projected canal within the Demilitarised Zone will interfere with such life; and
- (c) whether the first object mentioned in Article V, para.2\* of the General Armistice Agreement, concerning the separation of the armed forces of the two parties, would be affected by the work in question.

General Bennike has explained that he is concerned only with the implementation of Article V of the General Armistice Agreement and that he considered the specific issues raised by the project within the context of Article V only (S/3122, Annex III, pp. 3-4).

The three issues in question are thus: (a) land rights; (b) existing irrigation usages; and (c) the military aspect.

\* Art. V Para,2: "In pursuance of the spirit of the Security Council resolution of 16 November 1948, the Armistice Demarcation Line and the Demilitarized Zone have been defined with a view towards separating the armed forces of the two Parties in such manner as to minimize the possibility of friction and incident, while providing for the gradual restoration of normal civilian life in the area of the Demilitarized Zone, without prejudice to the ultimate settlement".

1953

General Bennike's letter of 20 October indicated that the problem of land rights was confined to the ownership of four plots of land, approximately 20 dunams (5 acres) in extent (S/3122, Annex III, p.6), which had been used as a passage to the work site.

The irrigation issue concerns the supply of water for the operation of a water mill (S/3122, Annex III, p.7) and for the irrigation of the Buteiha lands further to the south in the Jordan course (S/3122, Annex I, p.5).

The military aspect is whether the construction of the canal violates X Article V, para.2 of the Armistice Agreement. General Bennike's view was that the canal would affect the separation of forces of the two Parties. He made it clear, however, that he did not invoke Article II of the Agreement which concerns the principle of military advantage "under the truce ordered by the Security Council" (S/3122, Annex III, p.8).

Regarding land and water rights General Bennike indicated that prejudice to local interests will arise "unless definite obligations are entered into" (S/3122, Annex III, pp.4.8.).

With respect to the military aspect of the project, the Chief of Staff's report indicated that his appreciation was of a technical nature and expressed a "purely military point of view."

#### 4. The Attitude of Israel

It is clear from the Chief of Staff's report that there are certain valid interests, which should be satisfied as a condition of the resumption of the work.

The Government of Israel has affirmed its readiness to enter into the necessary obligations to safeguard the interests involved. This applies equally to land and water rights.



The execution of the project <sup>did</sup> does not necessitate any encroachment on Arab-owned land and the Israel Government <sup>took</sup> undertakes to avoid any encroachment in the future. The four Arab plots affected by passage to the work site <sup>were actually</sup> have ~~in the meantime been~~ fenced off.

Similarly the Government of Israel is <sup>undertakes</sup> ~~prepared to give an undertaking~~ to provide water for all existing irrigation requirements, ~~and to discuss practical measures for the implementation of this undertaking.~~

With regard to the military issue, it is the Israel Government's view that the character of the Demilitarised Zone will be fully safeguarded if the two Parties respect its only military attribute which they are pledged to observe, namely its demilitarisation, by excluding their armed forces from it in accordance with Article V of the Armistice Agreement.

*At the first meeting of the Security Council,*

*1952*  
On 27 October the Government of Israel expressed its readiness to suspend work on the project pending urgent consideration of the question by the Security Council. The Council noted this action with satisfaction in its resolution adopted on the same day.

#### 5. The Syrian Complaint. *before the Security Council.*

*is a fundamental*  
There is ~~an intrinsic~~ difference between the Syrian approach and that reflected in the report of the Chief of Staff. While the Chief of Staff found that certain valid interests should be satisfied to permit the resumption of the work, the Syrian approach was to apply a total and permanent veto on the project by arguing that it represented an intrinsic violation of the Armistice Agreement. The Syrian complaint submitted on 16 October summed up Syria's claim as follows (S/3108, p.2):

"Thus the Israel authorities have violated the provisions of the Syria-Israel General Armistice Agreement by:

1. infringing the rights of the inhabitants of the Demilitarised Zone;
2. preventing the Syrian riparian population from irrigating their land with water from the Jordan;

3. militarily occupying a sector of the Demilitarised Zone."

The Syrian contention that the project was being carried out on land almost exclusively in Arab ownership, is in contradiction to the findings of the Chief of Staff based on an examination of pertinent land titles. General Bennike's report limited the question to four small plots totalling about 5 acres.

Similarly, the water problem is largely confined to the irrigation of the Buteiha lands. The area involved is comparatively small (General Bennike quotes a figure of 18,000 (4,500 acres) (S/3122, Annex III, p.10; S/PV.645, p.6). In any event, according to the investigations carried out by the Chairman of the Mixed Armistice Commission in 1951, the irrigation requirements of these lands are no more than  $1\frac{1}{2}$ -2% of the present total volume of Jordan waters.

In the latter stages of the debate the Syrian complaint that the B'not Yaakov canal project was a violation of the Armistice Agreement because of its effect upon land and water rights was completely dissipated by the weight of evidence presented. Thus the representative of Pakistan declared on 18 December:

" The rights of the Arab landowners you can try to safeguard by agreements. You can put upon General Bennike's shoulders the responsibility for seeing that no one's land is being used without his consent, without compensation or without regard for whatever method may be employed for seeing that the just thing is done. In connection with the use of the water you can put upon General Bennike's shoulders the responsibility for seeing that no one who is using two drops of water from the Jordan today shall be forced to use only one drop" (S/PV.650, p.17).

The Syrian representative made a similar admission:

" The partition of the water is not a matter for the Security Council to decide upon. Of course it can be realised, at least theoretically, for some solution can be found by an agreement between those legitimately concerned." (S/PV.652, pp 18-20).

As for the third point in the original Syrian complaint - that Israel had introduced troops into the Demilitarised Zone - ~~the Israel Delegation is in possession of a copy of a letter from the Chairman of the Mixed Armistice Commission, declaring that there were no military units or equipment in the Zone.~~ <sup>in fact sent to the Senior Israel Delegate</sup> ~~confirming~~ No evidence was ever placed before the Security Council to substantiate this accusation.

#### Additional Syrian Arguments

In the course of the deliberations in the Security Council, two additional arguments were introduced by Syria ~~and her supporters~~:

1. That the canal gave Israel a military advantage contrary to the provisions of the Armistice Agreement;
2. That the consent of Syria was necessary for the prosecution of the work.

#### (i) The question of military advantage

The Syrian case <sup>is</sup> based in particular on Article II, para.1 of the Armistice Agreement, which General Bennike specifically excluded from his examination of the military issue.

Article II, para.1 of the Armistice Agreement states:

"The principle that no military or political advantage should be gained under the truce ordered by the Security Council is recognised."

Syria, however, cannot invoke Article II, para.1 at this time. This provision bound the parties to consider the question of military advantage only "under the truce" ordered by the Security Council in May and July 1948. This truce, however, with all its special military restrictions, was superseded by the Security Council resolution of 11 August 1949. The resolution (S/1367) declared:

"The Security Council ....

"Having noted with satisfaction the several armistice agreements concluding by means of negotiations between the parties involved in the conflict in Palestine ....

"Finds that the Armistice Agreements constitute an important step towards the establishment of permanent peace in Palestine and considers that these Armistice Agreements supersede the truce provided for in the resolutions of the Security Council of 29 May and 15 July 1948..."

The adoption of the Resolution was preceded by a discussion in which it was made clear by Dr. Bunche, on behalf of the United Nations, and by the representatives of the United Kingdom, the United States, France and Egypt that the Armistice Agreements signalled the end of the military phase of the Palestine situation; that the truce and its heritage of restrictions, such as those on the importation of armaments and on immigration had ended. (See S.C.O.R. 4th year, No.36, pp.3,5,6,8,9,34).

It is thus clear that the relations between Israel and its neighbours are no longer based on purely military considerations, and that therefore, neither party may invoke such considerations where they do not apply. It is thus inadmissible for Syria to intrude into Israel's electrical development policy by invoking the principle that this policy would increase its military potential.

*General Riley*

*of the UNTSO*

This position was taken by the former Chief of Staff in 1951 when, after having been asked by the two Parties to the Armistice Agreement whether the drainage of the Huleh marshes conferred a military advantage on Israel, ruled that no military advantage would accrue to Israel which did not at the same time accrue to Syria, but also declared that invocation of military advantage was contrary to the Armistice Agreement (S/2049; S/PV.544, p.22).

Syria has also alleged that the construction of the canal would violate Article V by affecting the separation of the armed forces of Israel and Syria. The Chief of Staff's letter of 23 September quotes this allegation.



Article V, para.2 states that "...the Armistice Demarcation Line and the Demilitarised Zone have been defined with a view toward separating the Armed Forces of the two Parties..."

Thus the letter of Article V of the Armistice Agreement shows that the Demilitarised Zone has no function in separating the armed forces which the Armistice Demarcation Line does not equally and jointly possess.

If, therefore, one ascribes any restriction to the Demilitarised Zone under this heading of separating the armed forces, one must ascribe it to the Armistice Demarcation Line as well. The Armistice Demarcation Line fulfils the function of separating armed forces simply by the commitment of the parties not to cross that line with their armed forces. Similarly, the Demilitarised Zone fulfils its share of the same function by prohibiting the crossing of the Zone by the armed forces of both parties. There is no room under this text for any belief - and, indeed, no such belief had ever been previously suggested - that the Demilitarised Zone possesses any topographical attributes beyond those which apply to the territory on either side of the Armistice Demarcation Line. If a canal cannot be built in the Demilitarised Zone out of some consideration for separating armed forces, then a canal cannot be built anywhere in relation to the Armistice Demarcation Line. The Demilitarised Zone and the Armistice Demarcation Line cannot be separated in this context unless the texts of the Armistice Agreements are misquoted.

This legal interpretation is supported by the history of the Demilitarised Zone. The Syrian forces, in their war against Israel, burst out of their frontier into an area well to the west of the Jordan. The Israel Government declined to sign an Armistice Agreement unless Syria unconditionally withdrew back to its own frontier. The United Nations Mediator asserted that he could achieve this result if Israel would agree that, in the area previously occupied by Syrian forces, Israel troops would not enter. Israel made this concession, and a Demilitarised Zone was established on these historical and



political grounds, without any reference whatever to topography.

(ii) Syrian Consent

In the course of the debate Syria introduced an argument which did not appear in General Bennike's report, in the original Syrian letter of complaint, nor in the first statement by the Syrian representative <sup>in the Security Council</sup> on 30 October <sup>1957</sup> (S/FV.633, pp.5-27). The argument was that Israeli economic development projects in the Demilitarised Zone, like the B'not Yaakov Canal, are subject to indispensable Syrian consent. This contention is contrary to the provisions of the Armistice Agreement, Dr. Bunche's Explanatory Note of 26 June 1949, the jurisprudence of the Security Council in the Huleh debate of 1951 and the rulings of the Chief of Staff. It ~~is~~ <sup>was</sup> an attempt to attribute to Syria a status in the Demilitarised Zone which it has never possessed.

The non-Syrian character of the zone has been clearly established in the Armistice Agreement and other authoritative instruments. In Dr. Bunche's words, Syria's withdrawal from the Demilitarised Zone was "unconditional". The administration and policing in the Demilitarised Zone was defined as Israel and local Arab, but never as Syrian. Indeed, under the Armistice Agreement, problems concerning the Demilitarised Zone have been expressly excluded from the authority of the Mixed Armistice Commission on which Syria is represented and placed under the supervision of the Chief of Staff.

The jurisprudence of the Security Council and the rulings of the Chief of Staff in the Huleh question unequivocally reject the claim of a Syrian veto right over Israeli economic development projects in the Demilitarised Zone. There exists ~~today~~ an impressive accumulation of evidence that in the case of such projects the agreement to be sought is that of the Chief of Staff acting as the protector of the private interests affected, and not that of Syria.

On 18 May 1951 the representative of the United Kingdom, speaking for the sponsors of the resolution on the Huleh drainage project (the United Kingdom, the United States, Turkey and France) said: (S/PV.547, pp.34-35).

"The sponsors of this joint draft resolution are all agreed that the Lake Huleh drainage project would undoubtedly promote the general welfare of the area, and on general grounds, therefore, they would like, as at present advised, to see it put into effect as soon as possible. On the other hand, we are conscious of the duty of the Truce Supervision Organisation to safeguard the legitimate rights and interests of the Arab landowners..."

"If I may summarise the intentions which the sponsors of this draft resolution had in mind in drafting the third, fourth and fifth paragraphs, I should like to say that they hope that a negotiated settlement between the Palestine Land Development Company and the landowners might be quickly achieved, but that if in spite of the clearly expressed views of the Council to this effect no such negotiated settlement proved possible, then the procedures and the machinery provided by the General Armistice Agreement should be used in order to make a final settlement possible. I believe I may say on behalf of the sponsors of this draft resolution that if the Government of Israel did apply to the Council for relief, in accordance with the General Armistice Agreement, to enable it to acquire the land on suitable terms and to proceed with the drainage operations, we should not - I speak for the sponsors - be unsympathetic to this approach; and it might well be that, as it could, the Security Council would then bestow upon General Riley the necessary authority to this end, provided, in his judgment, such action was desirable in the interest of the maintenance of international peace and security."

Further, on the same occasion, in interpreting the word "Agreement", the Chief of Staff stated in a similar sense: (S/PV.544, pp.18-19).

"I feel that the United Nations should never impede progressive work. However I am involved here with the Armistice Agreement in which the United Nations is charged with the normal restoration of civilian life. I have never found fault with the concession and I never will... I feel that that is not a matter which affects either Syria or the United Nations. I am only involved in the normal restoration of life within the demilitarised zone which affects the thirty, forty or fifty Arabs that own the approximately seven or eight acres of land within the demilitarised zone ... I do not believe that you will find anything in the Armistice Agreement in this respect. I have never questioned the right of the Huleh concession as a whole. I have always maintained that if it can be done

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without expropriating Arab land within the demilitarised zone, it is not a problem for the Mixed Armistice Commission or for the Chairman."

Finally, in authorising the renewal of the work on the drainage project, the Chief of Staff informed the Israel-Syrian Mixed Armistice Commission that he had achieved the agreement required by the resolution. He said:

"At no time in my capacity as Chief of Staff, in statements made before the Security Council, did I ever deal with the Huleh drainage project as a project. The project itself, in my mind, is outside the competence of either the Mixed Armistice Commission or the Chairman of the Commission. Therefore, the Security Council's resolution as adopted does call for the stoppage of work within the demilitarised zone until the Chairman can make arrangements that are satisfactory to the Arab landowners and to the Palestine Land Development Company."

(Record of the 62nd Israeli-Syrian M.A.C.  
Meeting on 28.5.1951, p.6).

Syria has, however, attempted to show that the Huleh problem is not a precedent for the present case. However, all the characteristics ascribed by the Syrian representative to the Huleh drainage scheme (S/PV.636, p.16 ff) apply to the B'not Yaakov canal project. Both projects have involved work in the Demilitarised Zone of which the major effects and consequences lie outside the Demilitarised Zone. Both projects are the subject of concessions resting on valid legislation. Both projects recognise Israel's needs and rights to utilise the Jordan waters for power and irrigation. Both projects have precisely the same international background and implications. Both projects have been challenged by Syria on precisely the same grounds; yet on one of these projects the United Nations has given its clear endorsement and specifically rejected the very Syrian assertions now invoked against the other, in the same area under the same agreement. In 1951 it was held lawful for a concessionaire holding statutory and legal property rights in the Demilitarised Zone to alter the Jordan bed for drainage, provided

that private land interests were respected. It is then equally lawful for a legitimate concessionaire ~~now~~ to construct a canal for electric power in the same area, under an equally valid title, provided that other private rights are not prejudiced.

6. Attitudes of the Sponsors of the Draft Resolution (S/3151) *as submitted to the Security Council on 16 December 1953.*

At the 648th meeting of the Security Council, the representatives<sup>s</sup> of France, the United Kingdom and the United States made statements regarding the conclusions they had reached in the debate on the Canal Project and submitted a draft resolution (S/3151) ~~consequently revised~~

On the general question of economic development projects in the Demilitarised Zone, the representatives of the Three Powers emphasised that "development projects which are consistent with the undertakings of the parties under the Armistice Agreement and which are in the general interest and do not infringe upon established rights and obligations should be encouraged." (Ambassador Lodge on behalf of the United States in 3/PV.648, p.2; see also Sir Gladwyn Jebb on behalf of the United Kingdom on pp. 13-15 and M. Hoppenot on behalf of France on pp. 17-18).

With reference to the question of indispensable Syrian consent, the representative of the United States declared (S/PV.648, p.3-5).

"...no Government should, in our opinion, exercise a veto power over legitimate projects in the Demilitarised Zone."

The representative of the United Kingdom said: (S/PV.648, p.12).

"I have listened with the greatest attention to the arguments which sought to show that the work could not proceed without the consent of the Government of Syria. But I must confess that I and my delegation have not been convinced by them. It is admitted that an alteration of the armistice terms could only be allowed by an agreement between the signatories. But here as it seems to us, the question is not whether the armistice terms should be amended to admit of a certain work, which certainly could only be done by an agreement between the parties, but whether that work is admissible under the armistice terms as they stand. Under the clauses of the Armistice Agree-



ment, that is a question for General Bennike to interpret. I would certainly agree that neither party to the Armistice Agreement could carry out any work, however beneficial they thought it to be, which was contrary to the terms of the armistice. But it seems to me that although this is undeniable, a determined effort should be made to reconcile conflicting interests whenever this can be done without infringing the terms of the armistice. Indeed, as a general proposition, I would be prepared to say that the longer the temporary armistice arrangements continue, the more desirable it is that some way be found which would allow constructive projects in the area to be undertaken, provided it can be demonstrated that no interests would suffer thereby."

With reference to the question of military advantage the representative of France declared: (S/PV.648, pp.19-20).

"We well know and appreciate all the difficulties involved in work such as that which the Council asks General Bennike to do. But, after all, there are few difficulties that cannot be overcome, and few sacrifices that will not produce results if approached in a spirit of genuine understanding and cooperation. The same applies - if I may cite an example - to the military argument so frequently adduced here. Doubtless if there were less water in the Jordan it would constitute a less serious military obstacle. But, after all, the experience of the last war has shown how easily a trained army can cross water lines very much wider than the Jordan. In our opinion it would be unjust and contrary to the spirit of the United Nations if a region's future and economic development were to be decided by theoretical military exercises carried out on maps. Surely Israel, by planning the construction close to its frontier of hydro-electric installations essential to its economy, is demonstrating its faith and confidence in the peaceable spirit of its neighbours."

Regarding the end of the truce and its conditions, Mr. Lodge, speaking on behalf of the United States said: (S/PV.648, p.2).

"...the primary responsibility of the Security Council in this matter is to uphold that Armistice Agreement which it endorsed in its resolution of 11 August 1949 as superseding the truce and facilitating the transition to peace."

The rights and interests involved in this problem were defined by the representative of France who stated: (S/PV.648, p.18).

"It is of course necessary that the rights of each should be respected. And those rights are intermingled in a very complex manner. Syria and Israel alike are entitled to have the armistice agreement strictly applied. Private persons are entitled to respect for their property; riparian owners are entitled to use the water for irrigation; and in this connection I refer particularly to the rights of the agricultural area called Buteiha Farm."

*This definition was reaffirmed by the representative of France at the 655<sup>th</sup> meeting of the Security Council (S/P.V. 655, p. 10)*



The draft resolution submitted by the Three Powers was described by Mr. Lodge in the following terms: (S/PV.648, p.6).

"This resolution makes clear, in our opinion:

- (a) that the Chief of Staff of the Truce Supervision Organisation, as Chairman of the Syrian-Israel Mixed Armistice Commission, is the responsible authority with respect to questions affecting the demilitarised zone under Article-V of the Armistice Agreement;
- (b) that the issues raised by the Jordan River diversion project should be decided by the Chief of Staff in accordance with his authority under the Armistice Agreement; and
- (c) that, in these and other questions concerning the status of the demilitarised zone, an important consideration should be the just and orderly development of the natural resources affected, with due regard for the general welfare and the interests of the parties and individuals concerned.

To these ends, we hope that the Governments of Israel and Syria will cooperate fully with the Chief of Staff and that they will mutually benefit from his decisions."

7. The Draft Resolution

*in its final form the draft resolution reads:*  
The draft resolution falls far short of what Israel would have liked to see. In the negotiations, between various delegations which preceded the submission of the draft resolution, Israel proposed a number of amendments which, however, were not accepted by the sponsors. However, *the draft resolution* possesses the *advantage of clarifying*, whether explicitly or implicitly, certain points which would have stood in the way of a constructive solution of the problem. Thus it is evident from para. 11 of the Resolution that the theory of Syrian consent *was* ~~has been~~ rejected in accordance with past jurisprudence of the Security Council. Para. 7 of the resolution *is* ~~overcomes~~ the difficulties which have arisen with respect to the military aspect of the question. ~~The draft does seem to express an intention of the Security Council that the matter should be resolved~~ in a constructive spirit and with an emphasis ~~not on any prospect of war but rather on the principles of progressive civilian enterprise. A clear emphasis of this theme in the draft resolution and in the accompanying speeches of the sponsors is some modest compensation for the imperfections of the draft.~~

*The draft defined the interests to be satisfied in the execution of the project and indicated the Security Council's intention that*